

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

The Honorable John C. Hayes, III
Case No.15-CP-46-1827
Appellate Case No. 2016-001558

Willie Bell, individually and on behalf of the Estate of
Emma M. Davis as its duly appointed Personal Representative, ... Appellant.
v.

McGowan, Hood, and Felder, LLC and Chad McGowan, ... Respondents.

RECORD ON APPEAL
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SC Court of Appeals

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1 Q. Do you know what type of work she does?

2 A. I think she's putting tags or seals on
3 boxes.

4 Q. And how about Jaron Davis? Is he
5 employed?

6 A. No, no, no. He just a little boy.

7 Q. I'm sorry.

8 A. He just a little -- he 8 years old.

9 Q. Oh, I just need to know the ones over
10 18.

11 A. Okay. You can take Jaron off then.

12 Q. So he's under 18.

13 And then how about Desmond Worthy? Is
14 he employed?

15 A. No, he's not employed.

16 Q. And how about Daryl Worthy?

17 A. Yes. He work for -- he work at -- in
18 Lancaster at that -- it used to be years ago
19 Duracell. I don't know what the name of it is now.
20 They changed the name of it.

21 Q. Can you think of any other individual
22 who would be related to you by blood or marriage
23 that lives in York County?

24 A. I can't think . . .

25 Q. Is that a no?

1 A. Yes, a no. I can't think of it.

2 Q. Very good.

3 Are you related in any way to

4 Emma Davis?

5 A. Sister.

6 Q. Was Emma older or younger than you?

7 A. Older.

8 Q. And I don't need to get you to put your
9 age in the record. Just tell me how much older she
10 was than you.

11 A. I think about eight years.

12 Q. Now, prior to Emma's death, did she
13 live near you in Chester?

14 A. Yes, she did.

15 Q. How far apart did you all live?

16 A. It was -- I'd say about a mile and a
17 half.

18 Q. And how often would you see each other
19 on a weekly or daily basis?

20 A. We would see each other about like once
21 or twice a week, but I talked to her every day.

22 Q. What was your knowledge about the
23 condition of Emma Davis' health before she went in
24 the hospital?

25 A. She was doing good. She was doing

1 good, but you know, she had heart trouble and stuff
2 like that. That's why she went in, to get a
3 pace -- to help her heart out.

4 Q. Do you know how long she'd had heart
5 trouble?

6 A. Oh, this had to been in the nineties,
7 but I can't recall how long she had had it.

8 Q. Do you know the nature of the problem
9 that she had with her heart?

10 A. No, I don't.

11 Q. Just know she had heart trouble?

12 A. Yeah. I know it was enlarged heart.

13 Q. Enlarged heart?

14 A. Uh-huh.

15 Q. Did you ever go with her to any doctor
16 visits at any time?

17 A. Yeah, I have went with her a lot of
18 time to the doctor.

19 Q. Do you remember any of the doctors that
20 you went with her to visit?

21 A. No. I went with her to Dr. Patel, but
22 he was -- or she almost -- she always went to -- in
23 Chester, either Columbia.

24 Q. Did you go with her in Chester and
25 Columbia to visit physicians?

1 A. I didn't go to Columbia, but I went out
2 to Chester. This lady named Debby Strong, she -- I
3 mean Jeanette Strong. She always would take her to
4 the doctor.

5 Q. Would you ride with them when they
6 went, or how did you go?

7 A. Yeah.

8 Q. You say Jenny who?

9 A. Jeanette.

10 Q. Jeanette. And the last name?

11 A. Strong.

12 Q. Strong?

13 A. Yes, sir.

14 Q. And who was Jeanette Strong? Was she
15 related in some way --

16 A. Yes.

17 Q. -- or did she work for somebody?

18 A. The guy my sister was -- they'd been
19 going for 30-some years. That was his sister.

20 Q. Andrew Strong's sister?

21 A. Uh-huh.

22 Q. So Jeanette Strong used to take
23 Ms. Davis to --

24 A. She went -- yeah. Ms. Davis could
25 drive, now, but she would take her.

1 Q. Okay. And you would go along on
2 occasion to the doctor?

3 A. Yeah. I didn't go that many time -- I
4 didn't go like Jeanette, now. She took her all the
5 time.

6 Q. How many times would you say you went
7 with your sister to a doctor's visit?

8 A. Oh, I would say five or six time. My
9 sister was taking herself, you know, when she
10 discovered she was sick. She could take herself.

11 Q. So Jeanette Strong would drive her?

12 A. Uh-huh.

13 Q. Did she also drive herself on occasion?

14 A. Yeah. My sister?

15 Q. Yes.

16 A. Yeah, sometimes she did. Yeah.

17 Q. Did Jeanette drive her most of the
18 time?

19 A. Yeah.

20 Q. Now, on the five or six visits that you
21 went to, which doctors did you go with your sister
22 to visit if you remember?

23 A. She didn't -- just Dr. Patel.

24 Q. Do you remember going anywhere else?

25 A. No.

1 Q. Do you remember any other doctor's
2 offices that you went in with your sister?

3 A. I went in -- trying to think of her
4 name. That was her primary doctor. I went with
5 her several times to see the primary doctor, but
6 she was a lady and she moved to Columbia. Then my
7 sister started going to Dr. Sam Stone.

8 Q. So there was a lady doctor who moved to
9 Columbia?

10 A. Yeah. I'm trying to think of --
11 somebody else, ask that question. They will tell
12 you if you ask that them that. They will tell you
13 the doctor name. I can't think of the name.

14 Q. But the ones you remember where you
15 actually went with her were Dr. Patel --

16 A. And this lady.

17 Q. -- and a lady doctor who moved to
18 Columbia?

19 A. Yeah.

20 Q. And then your sister started going to
21 Sam Stone?

22 A. Yes, sir.

23 Q. Did you go to his office with her at
24 any time?

25 A. No, I didn't go with her there.

1 Q. So other than Dr. Patel and the lady
2 doctor that moved to Columbia, do you remember
3 going with your sister to visit any other doctors?

4 A. No.

5 Q. You said you went with her five or six
6 times. Do you remember how many of those were
7 visits to see Dr. Patel?

8 A. It was -- I went that many times with
9 her to see Dr. Patel. He was up there from the
10 hospital, Chester hospital.

11 Q. Right, and that's my question. You
12 told me five or six times you went with her to
13 visit doctors, and you said that those would have
14 been Dr. Patel and the lady doctor that moved to
15 Columbia. And I'm trying to figure out how many of
16 the five or six visits were to Dr. Patel's office.

17 A. I was thinking that's how many times to
18 Dr. Patel. I went with her to see the other lady,
19 too.

20 Q. Okay. So you're saying five or six
21 times you went to see Dr. Patel; is that right?

22 A. Yeah, that's right.

23 Q. And then you went other times to see a
24 lady doctor who moved to Columbia?

25 You've got to answer verbally so --

1 A. Yes.

2 Q. -- she can put that in the record.

3 All right. Now, when you went to the
4 doctor's visit with your sister when she went to
5 see Dr. Patel, was that at the Chester office?

6 A. Yes.

7 Q. And when you would go in there, would
8 you wait in the waiting room while she would go in
9 and see the doctor?

10 A. Yeah, that's what I did.

11 Q. On any of those visits at the Chester
12 office, did you ever have any specific conversation
13 with Dr. Patel?

14 A. No, I didn't.

15 Q. When you went with her to visit the
16 lady doctor --

17 A. Yeah, I talked to her several times.

18 Q. You did talk to the lady doctor several
19 times?

20 A. Uh-huh.

21 Q. And that's a yes?

22 A. Yes.

23 Q. Can you remember anything the lady
24 doctor told you on any of those visits about your
25 sister?

1 A. She was telling her about her weight
2 and all that stuff and, you know, taking her
3 medicine right and all that.

4 Q. Now, describe for me, if you will,
5 Ms. Davis' relationship with Andrew Strong as you
6 understood it.

7 A. They was, I guess, girlfriend and
8 boyfriend. I guess you would say it -- put it like
9 that. But she wasn't married to him. They lived
10 together 32 years.

11 Q. They lived together in the same --

12 A. House.

13 Q. -- home?

14 A. Household.

15 Q. And who owned the house?

16 A. My sister.

17 Q. But they were not married?

18 A. No.

19 Q. Was Mr. Strong working at the time of
20 your sister's death?

21 A. No. His job had faded out.

22 Q. What kind of work did he do when he did
23 work before it faded out?

24 A. He did logging.

25 Q. How did you come to know that Ms. Davis

1 was going to go into the hospital?

2 A. She told me.

3 Q. And can you remember what she told you
4 about why she was going in?

5 A. She said she had to have -- Dr. Patel
6 told her she had to have a pacemaker.

7 Q. Do you remember the date of her
8 hospitalization?

9 A. On February 11.

10 Q. Do you remember what year it was?

11 A. I think it was 2009.

12 Q. Did you ride with Ms. Davis to the
13 hospital --

14 A. No, I didn't.

15 Q. -- that day?

16 Do you know how she got there or who
17 drove her or took her?

18 A. Yes, I do.

19 Q. And how was she transported to the
20 hospital?

21 A. She -- with Jeanette.

22 Q. Andrew Strong's sister?

23 A. Uh-huh.

24 Q. Do you know if anyone else accompanied
25 her that morning?

1 A. Her sister, Atlean Jordan.

2 Atlean Jordan and Andrew.

3 Q. Now, is Atlean Jordan --

4 A. Her sister.

5 Q. Isn't she your sister, too?

6 A. Yeah.

7 Q. Okay. Now, where does Atlean fit in
8 between you and Emma?

9 A. She the oldest.

10 Q. Atlean's the oldest?

11 A. Uh-huh.

12 Q. And how much older is Atlean than
13 Ms. Davis? I think you said she was eight years
14 older than you. How much older is Atlean than you
15 are?

16 A. Nine.

17 Q. All right. So Jeanette Strong took
18 Ms. Davis and Atlean Jordan to the hospital for the
19 procedure; is that right?

20 A. Yeah, and Andrew.

21 Q. And Andrew was there as well?

22 A. Yeah.

23 Q. So the four of them --

24 A. They went together.

25 Q. -- went together as you understood it;

1 is that right?

2 A. Yes.

3 Q. Now, when did you first hear anything
4 further other than knowing that your sister was
5 going to the hospital for a procedure? When was
6 the first time you heard anything on the day of the
7 procedure?

8 A. At the hospital that morning?

9 Q. Yes.

10 A. Well, when I got there, me and
11 Linda Ann and Shay, the Gilmore girl -- Sharika?
12 We rode together. So by the time we got there she
13 had gone in.

14 Q. Okay. So you came later to the
15 hospital?

16 A. Right.

17 Q. In a separate vehicle?

18 A. Yes.

19 Q. All right. About what time, if you
20 recall, did you arrive?

21 A. It was before 9. I think it was
22 before 9.

23 Q. And tell me again who you were riding
24 with.

25 A. I was riding with Shanika.

1 Q. Shamika?

2 A. Shanika? Isn't her name Shanika?
3 Gilmore girl.

4 MR. MCGOWAN: Tanisha?

5 THE WITNESS: Tanisha. That's it.
6 Tanisha. I only use it for Shay. I forgets her
7 name.

8 BY MR. BEIGHLEY:

9 Q. And are you related to the Gilmore
10 girl?

11 A. Yeah.

12 Q. How is she kin to you?

13 A. I'm her aunt.

14 Q. Her mother was your sister?

15 A. Yeah. No. Her mother --

16 Q. Her father was your brother?

17 A. Huh?

18 Q. She's your niece; is that right?

19 A. Right.

20 Q. And through whom is she your niece? Is
21 her --

22 A. Through my niece. Through my niece.
23 She my great-niece.

24 Q. Great-niece. Okay.

25 All right. So Ms. Gilmore was driving;

1 is that right?

2 A. Yes.

3 Q. And who was in the car along with you
4 and Ms. Gilmore?

5 A. Her mother, Linda.

6 Q. And Linda would be your niece, right?

7 A. Yes. She Gilmore also.

8 Q. Anybody else in that vehicle?

9 A. That was it.

10 Q. Just Linda Gilmore, Tanisha Gilmore,
11 and you?

12 A. Yes, sir.

13 Q. All right. And you arrived -- I think
14 you told me --

15 A. About 9-something. She had to be there
16 at seven. I think it was seven or 6:30.

17 Q. You got there about 9; is that right?

18 A. Yes, sir.

19 Q. And when you got there, tell me where
20 you went.

21 A. We went to the -- we went back to the
22 emergency room back there where they were --
23 admitting room. But she was already -- went back
24 to have the procedure done.

25 Q. So did you wait in the waiting room?

1 A. Yes, sir.

2 Q. And who else did you see there in the
3 waiting room?

4 A. It was Atlean.

5 Q. Okay.

6 A. And Andrew and Jeanette.

7 Q. The three people that had brought
8 Ms. Davis to the hospital?

9 A. That's right.

10 Q. So there would have been six of you
11 there?

12 A. Yeah, that's right.

13 Q. What was the first information that you
14 had as to how Ms. Davis was doing or how her
15 procedure was going?

16 A. While we were waiting -- and then
17 Jeanette said they said it was a 45-minute thing,
18 you know. And Jeanette was saying we need to check
19 on her because she's staying -- you know, she been
20 back there too long. And by that time a nurse came
21 out and told us they had some emergency with Emma.

22 Q. Do you know about what time the nurse
23 came out?

24 A. I don't know. I know she said it had
25 been over 45 minutes, so I'd say about an hour or

1 more she had --

2 Q. She had been back there an hour or
3 more?

4 A. Yeah.

5 Q. And that was based on what Jeanette had
6 said; is that right?

7 A. Yeah, because . . .

8 Q. Now, when the nurse came out, did she
9 walk over to where all six of you were sitting?
10 Were you sitting together?

11 A. Yeah. We was -- you know how the seats
12 is in the -- like this across. Jeanette and Atlean
13 was in the front of us, and me and Linda Ann was
14 sitting on the backside. And that's when she said
15 there had been some problem.

16 Q. Okay.

17 A. And that it didn't go well.

18 Q. So you said that she had -- some
19 emergency occurred?

20 A. Uh-huh.

21 Q. Then some problems?

22 A. Yeah.

23 Q. Didn't go well; is that right?

24 A. Yeah.

25 Q. Do you remember anything else that was

1 said by the nurse at that time?

2 A. And then I think -- I think it was my
3 sister asked what happened.

4 Q. And this would have been which sister?

5 A. Atlean.

6 Q. Atlean?

7 A. Uh-huh.

8 Q. Asked the nurse what happened; is that
9 right?

10 A. Yeah. I can't remember all what was
11 said.

12 Q. Well, all you can tell me is what you
13 remember. And if you don't know something, all you
14 have to do is tell me I don't know. If you don't
15 remember, tell me you don't remember.

16 A. And they said they was going on and --
17 they were going to go on and put the -- she was
18 unconscious, but they was going on and put the
19 pacemaker in, helping -- hoping it would survive
20 her back.

21 Then she left out and she stayed for a
22 while. The nurse stayed gone for a while. I guess
23 she went back in the operating room.

24 Q. We'll pick that up in just a minute.

25 But the sister -- that's Atlean --

1 asked the nurse what happened?

2 A. Yeah.

3 Q. Nurse said she was unconscious but they
4 were going to put the pacemaker in?

5 A. Yeah.

6 Q. Do you remember anything else the nurse
7 said in that initial encounter?

8 A. I can't remember. It was so much went
9 on that day. I can't remember because we started
10 hollering when she's dead, and I just -- I can't
11 remember.

12 Q. And that's all you can tell me, what
13 you remember. Okay? That's all I --

14 A. I know the nurse left.

15 Q. And the nurse left, but have you told
16 me everything you can remember about that initial
17 conversation the first time the nurse was out
18 there?

19 A. Yeah.

20 Q. Okay.

21 A. And they were going to put her on a
22 machine or something she said.

23 Q. Okay. So they're going to put the
24 pacemaker in and put her on a machine?

25 A. Yeah. They had put her on a machine.

1 And I just can't remember everything. Then she
2 went out, but then later on she came back.

3 Q. Let's pick it up there.

4 The nurse left after telling you that.
5 How long was she gone before she came back?

6 A. It probably about 15 minutes or more.
7 Fifteen. It wasn't no hour; that's for sure.

8 Q. Was it the same nurse?

9 A. Same nurse.

10 Q. Can you remember what this nurse looked
11 like in terms of any physical description?

12 A. Yeah. I think I could remember her.

13 Q. Tell me what you remember she looked
14 like.

15 A. She was a slim lady. She had long --
16 like shoulder-length hair.

17 Q. Do you remember her hair color?

18 A. Blonde like.

19 Q. Blonde?

20 A. Yeah.

21 Q. Anything else descriptive about her?
22 Height? Weight? Well, you said she was slim,
23 shoulder-length --

24 A. Yeah. She wasn't no big lady.

25 Q. Shoulder-length blonde hair. Anything

1 else you remember?

2 A. Can't remember. I know she had one of
3 them capes on, operating, you know, shirt on. She
4 had her shoes tied, stuff on her shoes.

5 Q. Okay. Anything else you remember about
6 her?

7 A. No, I can't remember.

8 Q. All right. Fifteen or more minutes
9 later the same nurse comes back; is that right?

10 A. Yeah.

11 Q. And what does she tell you this time?
12 What do you recall?

13 A. She still didn't say she was, you know,
14 she was dead or nothing like that. She said they
15 had put her on that machine and they put a trach in
16 her mouth or something. And I asked her was she
17 breathing on her own and she said no.

18 Q. Now, do you have any medical training
19 yourself?

20 A. No.

21 Q. I forgot to ask you this, but did you
22 work outside the home during your lifetime?

23 A. Yeah.

24 Q. Where did you work?

25 A. I worked for JP Stevens, a mill

1 factory, and then I worked for Lance.

2 Q. Okay. Are you not working now?

3 A. No. I retired.

4 Q. Retired. Okay.

5 So the nurse, second time she comes
6 back, says that they put her on a machine. Did you
7 say they put a trach in?

8 A. Yeah. I think they helped with her
9 breathing or something.

10 I can't remember everything that woman
11 said. I cannot.

12 Q. You asked her if she was breathing on
13 her own?

14 A. I did ask her that. She said no but
15 she never did say she had passed.

16 Q. I'm sorry?

17 A. She never did say she had passed.

18 Q. Okay. Do you remember anything else
19 the nurse said during the second visit?

20 A. That's what I told you. Said put her
21 on the machine and everything.

22 Q. Right. Other than what you told me.

23 A. Yeah.

24 Q. Do you remember anything else that the
25 nurse said during that encounter?

1 A. I can't remember.

2 Q. All right. If you don't know or don't
3 remember, just tell me that. That's all we need to
4 know. All you can say.

5 What happened next as far as anybody
6 coming out and talking to you?

7 A. And then I think I had went outside,
8 and I come back in and Shay said somebody had told
9 her she was dead.

10 Q. All right.

11 A. Shay came to me and my sister and told
12 us that she dead. That's the way she said it.

13 Q. All right. So after the second visit
14 by the nurse --

15 A. I didn't see her no more.

16 Q. -- you left the waiting room?

17 A. Yeah. I went to go to the door to walk
18 outside. I didn't see no nurse no more.

19 Q. How long were you outside?

20 A. It wasn't even five minutes.

21 Q. And who went outside with you?

22 A. I was by myself.

23 Q. By yourself. So you went outside --

24 A. I just went outside to get some air.

25 Q. -- to get some air, were out there five

1 minutes or less and came back?

2 A. Yeah. And then Shay came up to me and
3 my sister --

4 Q. Now, is that Ms. Gilmore?

5 A. Yeah. I'm sorry for saying Shay.

6 Q. That's what you'd call her.

7 A. Yeah. I'm sorry.

8 Q. I understand. Just so the record will
9 be clear, we'll know who you're talking about.

10 A. Yeah.

11 Q. And so Ms. Gilmore came up to you and
12 which sister?

13 A. Atlean.

14 Q. And said what?

15 A. Shay said she dead. That's the way she
16 said it.

17 Q. Just like that?

18 A. Just like that.

19 Q. She's dead.

20 A. And I don't know what happened after
21 that. I can't recall. I think -- I don't know. I
22 know one lady grabbed me, and that's all I can
23 remember.

24 Q. You don't recall anything after that
25 other than a lady grabbed you?

1 A. Yeah. And then later on they took us
2 back in the room. That's when we talked to the
3 doctor.

4 Q. So your grandniece, Ms. Gilmore, told
5 you when you came back in that she's dead?

6 A. She dead.

7 Q. And you don't recall anything after
8 that but a lady grabbed you?

9 A. Yeah. And --

10 Q. Do you know who the lady was or why she
11 was grabbing you?

12 A. I don't know who the lady was.

13 Q. Do you know why she was grabbing you?

14 A. Because I guess I was screaming or
15 something. I don't know.

16 Q. Do you remember doing that? Do you
17 remember screaming?

18 A. (Nods head.)

19 Q. But you don't know who the lady was
20 that --

21 A. No. She didn't work for the hospital.
22 She was just a lady in the waiting room.

23 Q. Just somebody waiting there?

24 A. Yeah.

25 Q. All right. After learning from your

1 grandniece that Ms. Davis had passed away, what's
2 the next thing that you do remember?

3 A. They took us in a room.

4 Q. And where was that room?

5 A. It wasn't far from the operating room
6 because we just had to go around the corner.

7 Q. All right. And do you remember how
8 long it was that you were taken to the room after
9 learning that your sister had passed away?

10 A. It wasn't long.

11 Q. Not very long?

12 A. Not long.

13 Q. Who was in the room with you?

14 A. That's where all of us -- all six of
15 us, I guess, that's where we was.

16 Q. And that would be the same people that
17 you told me that were there waiting in the waiting
18 room, the three people that had come with
19 Jeanette Strong and then the three people that had
20 come --

21 A. Yes.

22 Q. -- including your grandniece,
23 Ms. Gilmore?

24 A. Yeah.

25 Q. So the six of you were in the room; is

1 that right?

2 A. Yeah.

3 Q. All right. Now, tell me while you were
4 in the room what happened.

5 A. Then they said the doctor was coming
6 out to talk with us.

7 Q. Who told you that?

8 A. One of the nurses.

9 Q. Did the nurse give you any other
10 information about anything other than to say the
11 doctor was coming out?

12 A. No, she didn't give me no information.

13 Q. Now, once you were in the room, how
14 long did you wait before somebody came in?

15 A. It wasn't long because the nurses -- I
16 don't know -- I can't recall how many was it, but I
17 know it was two -- it was more than that, but I --
18 it was two of them taking us back to see him.

19 Q. Two to one what?

20 A. It was two of them, two nurses.

21 Q. Were the nurses -- did they stay in the
22 room with you or did they put you six in the room
23 and leave you there by yourselves?

24 A. It was just a little waiting room, but
25 they was coming back. We asked to see her, and

1 they would take us back there to see Emma.

2 Q. Now, did that occur before you had any
3 discussion with anybody else? Or when did you go
4 back to see her because we haven't talked about
5 that yet.

6 A. We went back there before Dr. Patel
7 even came out to talk to us. I'm thinking that's
8 what --

9 Q. Well, let's back up then and tell me
10 when that happened. Because we've got you learning
11 from your niece that your sister had passed away.

12 A. Right.

13 Q. And then you don't recall anything. A
14 lady grabbed you. You recall screaming.

15 A. Yeah.

16 Q. And then you were taken to a room to
17 wait for the doctor.

18 Now, did you go back and see her before
19 you were taken to a room to wait for the doctor?

20 A. Huh-uh.

21 Q. So you went to the room before you saw
22 Ms. Davis?

23 A. Come back across that again.

24 When we went back in the room --

25 Q. Right.

1 A. -- and we asked to see her.

2 Q. Okay.

3 A. And the nurses said -- you know, they
4 took us one by one.

5 Q. So before the doctor came in and talked
6 with you --

7 A. I had seen Emma. I had seen my sister.

8 Q. So you were taken out of the room and
9 taken back to see where -- to see your sister?

10 A. Yeah. And by the time I got back out
11 there with the nurses, that's when Dr. Patel came
12 up.

13 Q. All right. So if I understand this
14 correctly, you're taken back to the room?

15 A. It was right from the emergency -- I
16 mean the operating room.

17 Q. Right. And you were taken back there
18 and a nurse said the doctor's going to come talk to
19 you.

20 A. Yeah.

21 Q. And you said I want to -- asked to see
22 your sister.

23 A. Yeah. Maybe he told them that Frank
24 was back there. I don't know.

25 Q. Okay. But before you talked to the

1 doctor, you were taken back --

2 A. Yeah.

3 Q. -- to see your sister; is that right?

4 A. Yeah, that's right. Now, he may have
5 ordered it, but I don't know.

6 Q. Now, where was your sister when you
7 were able to see her?

8 A. She was on the table with a long trach
9 in her mouth.

10 Q. A long -- you say a --

11 A. Trach in her mouth and it was taped on
12 her. A trach. It was a tube. She had a tube.

13 Q. She was on the table, there was a tube
14 in her mouth. It was taped on her mouth?

15 A. I guess holding the tube in.

16 Q. Okay. And was the nurse with you while
17 you were back there?

18 A. Yeah.

19 Q. Do you remember the nurse saying
20 anything while you were back in there?

21 A. I can't recall.

22 Q. Do you remember how many were back
23 there at a time?

24 A. It was two.

25 Q. Two at a time?

1 A. Two nurses?

2 Q. Well, the two nurses and you. Were
3 there any other family members?

4 A. Me and Linda Gilmore.

5 Q. So there were two nurses, you, and
6 Linda Gilmore?

7 A. And Andrew.

8 Q. So he was there.

9 A. Yeah. I think he went first before we
10 did.

11 Q. But was he in there with you? That's
12 my question. Who was in --

13 A. Yeah, he was in there.

14 Q. Okay. So when you were in there, there
15 were two nurses, Linda Gilmore, and Andrew Strong
16 in the room?

17 A. Yeah.

18 Q. Okay. Anybody else you can remember in
19 there?

20 A. No. They wasn't taking but so many at
21 a time, so when we came back out of the room,
22 that's when I -- we talked to -- Dr. Patel was
23 talking to us.

24 Q. All right. Now, how long were you in
25 the room?

1 A. I can't -- it wasn't that long, but I
2 can't remember.

3 Q. Not a real long time?

4 A. No, no.

5 Q. And so after you had been in there for
6 a short period of time, you, Linda Gilmore, and
7 Andrew Strong came out. Where did you go?

8 A. Back to the waiting room.

9 Q. Okay. And when you came back to the
10 waiting room, who was there?

11 A. I think Dr. Patel, he had came up
12 there.

13 Q. Was he already in the room when you got
14 there?

15 A. Yeah. I'm pretty sure he was.

16 Q. And so you walked into the room and
17 Dr. Patel was already there?

18 A. Yeah.

19 Q. All right. Now, what transpired? What
20 do you remember about what happened?

21 A. We asked him what happened.

22 Q. Now, were you asking the questions or
23 was somebody else?

24 A. We all asked him that.

25 Q. So everybody asked what happened?

1 A. We all wanted to know what happened.

2 Q. All right. And what do you recall
3 specifically about any conversations that took
4 place in that room?

5 A. He try to explain this about the
6 procedure and all that stuff, and he told me -- we
7 asked him what happened, and he told me that it
8 didn't go well. And he also told me if -- and we
9 asked him why did she have to have it, and he said
10 she needed it, but if she hadn't had it, she
11 wouldn't have lived to see the weekend. Said she
12 was going to die anyway.

13 Q. You asked --

14 A. How he knew that, I don't know.

15 Q. Somebody asked why she had to have the
16 procedure? Do you remember who asked that
17 question?

18 A. I asked. I'm one of them that asked
19 it. I wanted to know what happened. Then he asked
20 me did I wanted to do autopsy. I wasn't thinking
21 at that time. I said no. There was no need
22 because he explained to us she wasn't going to make
23 it no way. And he asked us several time do we want
24 an autopsy. I said no. I'm one of them said no.
25 I don't know about the rest of them.

1 Q. Dr. Patel asked several times if you
2 wanted an autopsy; is that right?

3 A. Yes.

4 Q. And the response of you and others in
5 the family --

6 A. After he had told us all of that by the
7 condition and everything, so he said she probably
8 wouldn't have lived to see the weekend no way.

9 Q. Now, he asked several times if you
10 wanted an autopsy?

11 A. Yeah. Said her heart was so bad.

12 Q. And your answer and the answer of
13 others was no, you did not want an autopsy?

14 A. Yeah.

15 Q. Is that right?

16 A. Yeah. I'm one of them.

17 Q. That did not want an autopsy?

18 A. I was thinking there was no need
19 because she was -- her heart was that bad. She was
20 going to die anyway so that's what . . .

21 Q. But he asked several times, and the
22 family said no several times; is that correct?

23 A. Yes.

24 Q. Now --

25 A. I don't know about all the family, but

1 I know I said it.

2 Q. Okay. You didn't hear anybody say
3 otherwise, did you?

4 A. No.

5 Q. Now, when you asked Dr. Patel why your
6 sister needed the procedure -- you did ask that
7 question?

8 A. Yeah.

9 Q. And what, as best you can recall, was
10 his response?

11 A. He told me it didn't go well or
12 something. But anyway, she wouldn't have made it
13 without that procedure, the weekend no way. That's
14 what he said. She wouldn't have made it through
15 the week.

16 Q. She wouldn't have made it through the
17 week --

18 A. That's what he said. Without it.

19 Q. -- without the procedure. Is that your
20 testimony?

21 A. Yes, sir.

22 Q. Do you remember any other conversation,
23 anything you said or that Dr. Patel said or while
24 you were in that waiting room at that time?

25 A. I can't recall.

1 Q. You don't recall anything else? Is
2 that a no?

3 A. Yes. That's a no.

4 Q. Now, after that meeting in the family
5 room, Dr. Patel left. Did you ever have any other
6 conversations with Dr. Patel at any time?

7 A. No.

8 Q. Did you ever have any other
9 conversations with anyone from Piedmont Medical
10 Center?

11 A. No. But someone called us the day
12 before she died and told them.

13 Q. Someone called you the day before she
14 died?

15 A. The day before the funeral. I'm sorry,
16 sir.

17 Q. Okay.

18 A. I'm sorry.

19 Q. All right. You had no other
20 conversations with Dr. Patel at any time; is that
21 right?

22 A. No, I didn't.

23 Q. And you say someone --

24 A. Called Emma house.

25 Q. -- called Ms. Davis' home --

1 A. Yeah.

2 Q. -- the day before the funeral?

3 A. Yeah. Said there had been an accident.

4 Q. All right. And who did the caller

5 speak to at Ms. Davis' home?

6 A. She called and spoke to my daughter,

7 Brenda. And Brenda reached the phone to a girl

8 named -- her sister-in-law, Laverne.

9 Q. All right. Let's take it slow. Brenda

10 is your daughter?

11 A. Yeah.

12 Q. And what's her name?

13 A. She answered the phone.

14 Q. What's her full name?

15 A. Brenda S. Foster.

16 Q. And where does she live?

17 A. Chester.

18 Q. And were you at the home the time this

19 call came in?

20 A. Yeah, I was at the home.

21 Q. But you didn't actually have the phone

22 in your hand --

23 A. No.

24 Q. -- or speak with the caller?

25 A. No, I didn't.

1 Q. But someone called and spoke to Brenda;
2 is that right?

3 A. Yeah.

4 Q. And then Brenda told you what the
5 conversation was?

6 A. Yeah.

7 Q. All right. Now, tell me what --

8 A. Before she told me, she reached the
9 phone, she said he -- I don't understand what he's
10 saying. Said take the phone. Laverne Young took
11 the phone.

12 Q. Okay.

13 A. And said there had been an accident.
14 She didn't die --

15 Q. Now, who is Laverne Young?

16 A. That's my sister-in-law.

17 Q. Who is she married to?

18 A. My brother, Michael.

19 Q. Michael Davis?

20 A. No, no. Michael Young.

21 Q. All right. How is Laverne and
22 Michael Young related to Emma Davis?

23 A. Mike is her brother. My mother
24 raised -- my mother adopted him when he was seven
25 months old.

1 Q. Was he raised as your brother?

2 A. Yes.

3 Q. So he's your adopted brother?

4 A. Right.

5 Q. Okay. So Laverne Young was given the
6 phone by Brenda Foster?

7 A. Right.

8 Q. All right. And then Brenda had a
9 conversation with somebody on the phone?

10 A. Yeah. She reached the phone to -- she
11 said I don't understand what he's saying, so she
12 reached the phone to Laverne.

13 Q. Okay. And so what did Laverne do?
14 Laverne picked up the phone and what happened?

15 A. She was talking to him.

16 Q. Okay. Laverne talked to somebody on
17 the phone.

18 A. Yeah.

19 Q. And then did she hang up?

20 A. As she hung up, she told us what was
21 going on.

22 Q. That's what I mean. Nobody else on the
23 phone?

24 A. Nobody.

25 Q. It was Brenda and Laverne?

1 A. Yeah.

2 Q. Okay. After the phone is hung up, who
3 related to you what was said?

4 A. They said -- I was in the room, and
5 they were -- and she said there had been an
6 accident. She didn't die of natural causes. There
7 had been an accident.

8 Q. Did either Brenda or Laverne disclose
9 who the caller was?

10 A. Brenda had said it, but Brenda was --
11 when she reached the phone to Laverne, she said
12 this -- somebody said our Emma didn't have -- she
13 didn't die of natural causes. There had been an
14 accident.

15 Q. But did Brenda or Laverne say who the
16 speaker was that made the call?

17 A. They didn't know.

18 Q. Did they say where the caller was
19 calling from?

20 A. They didn't say that, no.

21 Q. Did they say how the caller had
22 acquired any information about Ms. Davis' death?

23 A. They said someone from Piedmont said
24 she didn't die of natural causes.

25 Q. The caller related to Brenda and

1 Laverne that somebody from Piedmont said she did
2 not die of natural causes?

3 A. Yeah.

4 Q. Is that what you're telling me?

5 A. That's what I'm saying.

6 Q. But you don't know if the caller was
7 someone from Piedmont or who the -- where our how
8 the caller got that information?

9 A. No.

10 Q. And this was a call that occurred
11 on the -- did you say the day of your sister's
12 funeral?

13 A. Day before.

14 Q. Day before?

15 A. Uh-huh.

16 Q. And so what day was that? Do you
17 remember what the date was?

18 A. It was the 15th. I think it was the
19 15th.

20 Q. Of February?

21 A. Uh-huh.

22 Q. And from what you were told by Brenda
23 and Laverne, the caller related to them that
24 someone from Piedmont had told the caller that your
25 sister did not die of natural causes; is that

1 right?

2 A. That's right.

3 Q. Do you remember anything else that was
4 related to you about that call from Brenda or
5 Laverne?

6 A. No.

7 Q. All right. Since the 15th of February,
8 have you had any conversations with anybody, and
9 I'm not talking about the lawyer for the estate,
10 but conversations with anyone from the hospital?

11 A. No.

12 Q. And you've already told me you've had
13 no conversations with Dr. Patel or anyone on his
14 behalf; is that right?

15 A. Yeah.

16 MR. BEIGHLEY: All right. Now, to
17 conserve time, these other lawyers have an
18 opportunity to ask you questions, so I'm going
19 to -- while I look at my notes, I'm going to defer
20 to these two gentlemen, and I may have a few
21 questions for you when they finish.

22 EXAMINATION

23 BY MR. BRADLEY:

24 Q. Ms. Hall, my name is John Bradley. I
25 represent Dr. Robert Baker. I have just a few

1 questions, and I'm going to jump around because I
2 wrote them down as I was taking notes.

3 When you were at the hospital on the
4 11th, did you have any contact with Dr. Baker?

5 A. I don't know Dr. Baker.

6 Q. Have you ever met Dr. Baker?

7 A. No.

8 Q. Do you know what role Dr. Baker played
9 in the medical care that was given to your sister?

10 A. I don't know.

11 Q. It's my understanding from listening to
12 your testimony that when you were at the hospital
13 on the 11th, Dr. Patel was the only doctor that you
14 spoke to; is that correct?

15 A. Yeah.

16 Q. Did you see any other doctors on the
17 11th other than Dr. Patel?

18 A. Just the nurses.

19 Q. Do you remember the names of any of the
20 nurses that you saw?

21 A. No, I don't.

22 Q. Did your sister have any children?

23 A. No.

24 Q. So she and Mr. Strong did not have any
25 children together?

1 A. No.

2 Q. Do you know if he has any children?

3 A. I don't think he do.

4 Q. Has anyone ever, to your knowledge,
5 claimed to be a child of your sister?

6 A. Claimed to be?

7 Q. Yes, ma'am. Have you ever heard
8 anything about anybody claiming to be Emma Davis'
9 child?

10 A. No.

11 Q. When you went back into the room and
12 saw your sister, do you know what type of room --
13 and I'm talking about on the 11th. Do you know
14 what type of room she was in?

15 A. She was in the operating room. I'm
16 thinking it was. Lights and stuff. She was on the
17 table.

18 Q. She was on the table?

19 A. Yeah.

20 Q. Was it a table or a hospital bed?

21 A. It wasn't no hospital bed. It's like
22 when you have surgery you be on that, and the
23 lights was all over her.

24 Q. Like an operating room table?

25 A. That's what she was on, yeah.

1 Q. And the tube that was in her mouth, was
2 it attached to anything?

3 A. I don't know, but I know it had tape.
4 It was down her throat. I'm saying it was down her
5 throat because it was taped. Her mouth was taped.

6 Q. It was taped to her mouth?

7 A. Yeah.

8 Q. And as far as what the tube was
9 attached to at the other end, you can't remember?

10 A. It wasn't attached to nothing. I
11 didn't -- it wasn't attached to nothing.

12 Q. Was it hanging down or --

13 A. It wasn't but so long.

14 Q. Like maybe --

15 A. Something like that.

16 Q. We're looking inches --

17 A. Yeah.

18 Q. -- as far as what you're trying to show
19 me?

20 A. Uh-huh.

21 Q. And on the end that was not -- so on
22 the, I guess --

23 A. It might have been a breathing tube. I
24 don't know.

25 Q. And other than the one time that you

1 went back to see your sister, did you go back any
2 other time?

3 A. Yes, I did.

4 Q. How many times did you go back into the
5 room?

6 A. I can't recall, but I know I went -- I
7 came out and we went back because they was letting
8 us go. So I can't recall how many time.

9 Q. So you made multiple trips --

10 A. Yeah.

11 Q. -- into the room?

12 Each time that you went back into the
13 room, was Ms. Davis still on the same --

14 A. Same. Same.

15 Q. Did anything change as far as where her
16 location was during the times that you went into
17 the room to see her?

18 A. No.

19 Q. Was anyone working with her or touching
20 her in any way when you went back into the room?

21 A. No. No.

22 Q. Did you or anyone else touch the
23 breathing tube while you were back in the room with
24 Ms. Davis?

25 A. I never touched the breathing tube. I

1 didn't even touch her.

2 Q. When did you first become aware that
3 Ms. Davis was going to have a pacemaker put in?

4 A. She called and told me.

5 Q. Did she tell you why she was having the
6 pacemaker put in?

7 A. Yeah. She was having breathing
8 problems. You know, her heart wasn't that good.
9 She was having breathing problems.

10 Q. Were the breathing problems noticeable
11 to you?

12 A. Yeah.

13 Q. Other than observing her having the
14 breathing problems, did you observe anything else
15 about your sister's condition in the days leading
16 up to the pacemaker?

17 A. (Shakes head.)

18 Q. That's a no?

19 A. That's a no because I -- you know, I
20 knew she had -- heart was bad and she kept going
21 back. And as soon as she was going to have it --
22 you know, when her heart be -- slow up, it would
23 have a, you know, a regular beat, heartbeat.

24 Q. It would get the heart beating at a
25 regular pace again?

1 A. Uh-huh.

2 Q. And I believe you've answered this
3 question already, but since you left the hospital
4 on the 11th, have you had any conversations with
5 any doctors who treated your sister at Piedmont?

6 A. No, I haven't.

7 MR. BRADLEY: That's all the questions
8 I have, Ms. Hall. Thank you very much.

9 EXAMINATION

10 BY MR. THOMPSON:

11 Q. Hi, Ms. Hall. We met right before the
12 deposition, but I'm Josh Thompson. I'm here for
13 PMC, some of the nurses that are named. I think I
14 just have a few, and like Mr. Bradley, they may be
15 a little out of order, but I hope you'll bear with
16 me.

17 In the initial waiting room, you told
18 us that the same nurse came out and spoke with you
19 twice; is that correct?

20 A. Yeah.

21 Q. Who was in proximity to hear what that
22 nurse was telling you guys? Could the whole -- in
23 other words, could everyone in the waiting room
24 hear?

25 A. No. No.

1 Q. How many of you could hear what the
2 nurse was saying?

3 A. You know, people was in there. Because
4 we was in a little corner, and she came over there
5 and sit down with us and --

6 Q. Yes, ma'am. Both times she sat down
7 with you?

8 A. Yeah.

9 Q. And was this with all six of you, or
10 were certain of your family --

11 A. The first time we was.

12 Q. Yes, ma'am. And what about the second
13 time?

14 A. I can't recall all the six was there at
15 that time.

16 Q. Yes, ma'am. And I believe you said
17 that other than the description of that nurse, you
18 didn't know -- you can't recall her name or
19 anything like that?

20 A. No, I can't.

21 Q. Okay. Did you feel that with the
22 information she relayed to you and your family on
23 those two times -- what was your opinion of that
24 nurse and what she relayed to you guys?

25 A. I have no opinion about her, but you

1 know, we wanted to know what could have happened.

2 Q. Right. Yes, ma'am.

3 Let me ask you this: When you went back
4 to see Ms. Davis, I believe you mentioned there
5 were two nurses in the operating room; is that
6 right?

7 A. Right.

8 Q. Did you have any conversations with
9 those nurses?

10 A. All we was asking what happened.

11 Q. Yes, ma'am. And did those nurses --

12 A. They were trying to tell us something.

13 Q. Do you recall anything those two nurses
14 told you?

15 A. I can't recall.

16 Q. Nothing. Don't recall anything that
17 they might have said?

18 A. Yeah. They told me that the surgery
19 didn't go -- when she came out she told us it
20 didn't go well. There had been an accident. Not
21 no accident. She said it had been -- I can't say
22 what she said.

23 Q. Yes, ma'am. No, I understand. I
24 understand. That's fair enough.

25 So specifically as to the two nurses in

1 the OR room when you went to see Ms. Davis, they
2 were talking to you as well?

3 A. I didn't talk to them.

4 Q. Okay. Now, in the family room, you
5 mentioned that all you could say was you were one
6 of the ones that said no to the autopsy; correct?

7 A. Yeah.

8 Q. I guess my question is: Being that
9 there were six people in the room, who was the one
10 who made the ultimate decision? Did you make that
11 decision as a family not to have an autopsy, or who
12 called the shot, I guess?

13 A. I don't know what called the shots. I
14 really don't.

15 Q. Okay. And now, you mentioned, I guess,
16 your brother and your sister-in-law, Mike and
17 Laverne Young?

18 A. Uh-huh.

19 Q. And they're married; that's correct?

20 A. Right.

21 Q. And where do they live? Do they live
22 in Chester?

23 A. No, they don't live in Chester. They
24 live out from Great Falls.

25 Q. But Brenda does live in Chester?

1 A. Right.

2 Q. Okay. Now, this phone call happened at
3 the house the day before the funeral. That's when
4 it happened, is that correct --

5 A. Right. Day before.

6 Q. -- to the best of your memory?

7 When Laverne got off the phone, you
8 said that she mentioned what had been told to her;
9 is that right?

10 A. Right.

11 Q. Who else was there to hear that
12 conversation?

13 A. I can't recall. So many in that house.
14 I couldn't --

15 Q. Yes, ma'am.

16 A. I couldn't tell you all who was there.

17 Q. In other words, did Laverne deliver --
18 relay that conversation to just you, or did she
19 speak it to an entire room?

20 A. She did. She did.

21 Q. She did speak it to an entire room?

22 A. Yeah.

23 Q. And at that point, when we say entire
24 room, are we thinking mostly family members or
25 friends, or who was there?

1 A. It was probably family members and
2 friends. I can't recall.

3 But Brenda had said somebody -- there
4 had been an accident or something.

5 Q. Yes, ma'am.

6 A. And that's when -- when she got off the
7 phone from whoever she was talking to, and that's
8 what she was telling us.

9 Q. Yes, ma'am. Bear with me one moment.

10 Earlier you mentioned -- I believe you
11 said when you came back in and Ms. Tanisha Gilmore
12 told you the news about Ms. Davis, that she was
13 dead; is that right?

14 A. Yeah.

15 Q. And you said somewhere in there a lady
16 grabbed you.

17 A. Yeah.

18 Q. But you said she didn't work at PMC?

19 A. She didn't.

20 Q. Okay. And was that in any sort of
21 offensive way that she grabbed you?

22 A. No, no, no.

23 Q. Just comforting you?

24 A. Yeah.

25 MR. THOMPSON: Okay. I believe that's

1 all I have. Thank you.

2 MR. MCGOWAN: Anything else, George?

3 MR. BEIGHLEY: I have nothing.

4 MR. BRADLEY: No more questions.

5 (The witness, after having been advised
6 of her right to read and sign this transcript, does
7 not waive that right.)

8 (The deposition concluded at
9 11:07 a.m.)

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DEPONENT: ROSA HALL
DEPOSITION DATE: January 9, 2013
REPORTER: Ivy Schlicher
CASE CAPTION: T.GILMORE, REPRESENTATIVE OF
ESTATE OF E.DAVIS, AND A.STRONG, vs. AMISUB
OF SC, INC. d/b/a PMC; CAROLINA CARDIOLOGY;
V.PATEL, MD; E.ISSAC, RN; G.MILLER, RN;
D.SWARTZMAN, RN; N.KUIPER, CVT; R.BAKER, MD;
and ANESTHESIA ASSOCIATES OF ROCK HILL, PA

I, the undersigned, ROSA HALL, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony with the following corrections, if any:

PAGE	LINE	CHANGE	REASON
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SIGNATURE OF DEPONENT (CONTINUED)

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ROSA HALL

Date

14

I, Ivy Schlicher, notary public for the State of South Carolina, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent page within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

19

20

21

22

23

24

25

Ivy Schlicher

Commission expires: 8/22/2022

1 CERTIFICATE OF REPORTER
2

3 I, Ivy Schlicher, notary public for the
4 State of South Carolina, do hereby certify that the
5 foregoing transcript is a true, accurate, and
6 complete record.

7 I further certify that I am neither
8 related to nor am I counsel for any party to the
9 cause pending or interested in the events thereof.

10 This the 16th day of January, 2013.
11
12
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19

20 Ivy Schlicher
21 Commission expires: 8/22/2022
22
23
24
25

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REQUESTED INFORMATION INDEX

(No information requested)

E X H I B I T S

(No exhibits proffered)

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF YORK

TANISHA GILMORE, AS THE PERSONAL REPRESENTATIVE
OF THE ESTATE OF EMMA DAVIS, AND
ANDREW STRONG,

Plaintiffs,

vs.

CASE NO. 10-CF-46-03899

AMISUB OF SC, INC. d/b/a PIEDMONT MEDICAL
CENTER; CAROLINA CARDIOLOGY; VASANT PATEL, MD;
ELLENORA ISSAC, RN; GARY MILLER, RN; DEBRA
SWARTZMAN, RN; NORINE KUIPER, CVT; ROBERT
BAKER, MD; and ANESTHESIA ASSOCIATES OF
ROCK HILL, PA,

Defendants.

DEPOSITION OF: ATLEAN JORDAN

DATE: January 9, 2013

TIME: 11:12 a.m.

LOCATION: McGowan, Hood & Felder
1539 Health Care Drive
Rock Hill, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: IVY SCHLICHER

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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(INDEX AT REAR OF TRANSCRIPT)

1 STIPULATION

2 It is stipulated by and among counsel
3 that this deposition is being taken in accordance
4 with the South Carolina Rules of Civil Procedure,
5 Rule 30; that all objections as to notice of this
6 deposition are hereby waived; that all objections
7 except as to form are reserved until the time of
8 trial; and that the deponent does not waive reading
9 and signing of this deposition.

10 - - - - - - - - - - - - - - - -

11 ATLEAN JORDAN

12 being first duly sworn, testified as follows:

13 EXAMINATION

14 BY MR. BEIGHLEY:

15 Q. Ms. Jordan, we're here today for your
16 deposition. Have you ever had a deposition taken
17 before?

18 You have to answer verbally if you
19 would.

20 A. No, sir.

21 Q. Okay. I'm going to explain to you what
22 the process is just so that you'll have some
23 understanding.

24 This is a proceeding in the court like
25 testimony in an actual courtroom because it's under

1 oath, so it has the same weight or solemnity as
2 testimony given in court.

3 So it's important that you understand
4 the questions, and to that end, if I ask you
5 something that doesn't make sense or you don't know
6 what I'm talking about, just tell me that and I'll
7 restate the question. Okay?

8 A. Yes, sir.

9 Q. And if you answer it, I'll assume you
10 understood it. Is that fair?

11 A. Yes, sir.

12 Q. It's not an endurance contest. I don't
13 think we'll be here too long, but if you need to
14 take a break for any reason you just let me know
15 and we'll take a break.

16 A. Yes, sir.

17 Q. During the break you can't discuss your
18 testimony with anyone or I can ask you about those
19 conversations, but you're free to take a break.

20 If you don't know something, just tell
21 me that.

22 A. Yes, sir.

23 Q. And if you don't remember something,
24 that's a perfectly good answer as well. Okay?

25 A. Yes, sir.

1 Q. Now, when this is over, this lady will
2 ask you if you want to read and sign it like I just
3 asked Ms. Hall if she wanted to read and sign her
4 deposition. You have the right to read it, make
5 sure it's typed up accurately, and sign it. That
6 does not cost you anything. They'll send you a
7 copy if you'd like to do that.

8 A. Yes, sir.

9 Q. Now, I'm also going to be asking some
10 questions about matters related to relatives,
11 things of that sort. The reason for that is jury
12 selection purposes. We ask routinely witnesses
13 questions about relatives because we wouldn't want
14 to have a family member or a co-employee on the
15 jury and not know that. Okay?

16 A. Yes, sir.

17 Q. So if you would, please tell us where
18 you live, Ms. Jordan.

19 A. I live in Chester at [REDACTED]
20 Street.

21 Q. And are you married?

22 A. No. Separated.

23 Q. All right. And your husband's name?

24 A. Willoughby Jordan.

25 Q. And where does Mr. Jordan live?

1 A. Somewhere up here in Rock Hill. I just
2 don't know.

3 Q. Is Mr. Jordan employed to your
4 knowledge?

5 A. No, sir. He don't work.

6 Q. How about you? Are you employed
7 outside the home?

8 A. Yes, sir.

9 Q. And where do you work?

10 A. I don't work. I mean I don't work.
11 No, I'm just unable.

12 Q. Okay. Where did you last work?

13 A. At Eureka Mill.

14 Q. And what did you do there?

15 A. I started filling batches and then I
16 ended up weaving.

17 Q. Okay. And when did you last work?

18 A. In '79.

19 Q. And did you leave work because of
20 disability? Did I hear that?

21 A. I had asthma. I couldn't stand the
22 cotton and stuff.

23 Q. Breathing-related --

24 A. That's right.

25 Q. -- disability.

1 Other than your breathing problems, do
2 you have any other medical problems today that
3 you're treated for?

4 A. Yes, sir.

5 Q. Tell me about that.

6 A. I have a heart problem, and my back got
7 a disc in it.

8 Q. Any other medical problems that you
9 have to deal with?

10 A. Arthritis in my leg.

11 Q. What happened to your leg?

12 A. I have arthritis.

13 Q. Okay. Now, how were you related to
14 Emma Davis?

15 A. My sister.

16 Q. Okay. And where did you fall in age?
17 Was she older or --

18 A. I'm the oldest one.

19 Q. Okay. And how much older are you than
20 Ms. Davis?

21 A. She was 68 when she died, I think.

22 See, I'm 74. Soon to be 74.

23 Q. And was she next after you in age?

24 A. Sir?

25 Q. Was Ms. Davis next after you in age?

1 A. Yes, sir.

2 Q. Okay. Do you have any relatives by
3 blood or marriage -- you told me about
4 Willy Jordan -- but anybody else that lives in
5 Rock Hill or York County that you know of that
6 would be related to you by blood or marriage?

7 A. My sister.

8 Q. That would be -- just tell me her name
9 for the record.

10 A. Rosie?

11 Q. Ms. Hall?

12 A. Yeah.

13 Q. Well, I thought she lived in Chester.

14 A. She do.

15 Q. I'm talking about York County.

16 A. Oh, no, sir. No, sir. Not that I
17 knows of.

18 Q. Rock Hill or York?

19 A. No.

20 Q. Okay. And that would be like children
21 or brothers and sisters. Anything like that?

22 A. No, sir.

23 Q. Okay. How far apart did you and
24 Ms. Davis live in Chester?

25 A. I would say walking distance.

1 Q. And how often each week would you visit
2 with each other?

3 A. I be at her house -- I was at her house
4 about near every day. That's how close we was.

5 Q. So you were pretty familiar with her
6 health problems as well as your own really?

7 A. Yes, sir.

8 Q. Can you tell me some of the health
9 problems you noted that Ms. Davis had?

10 A. She had -- said she had a heart
11 problem.

12 Q. Any other problems you're aware of?

13 A. That's all I can remember.

14 Q. Did you ever go with Ms. Davis to any
15 doctor visits?

16 A. Oh, yes, sir.

17 Q. Tell me what doctors you can remember
18 going with her to visit.

19 A. I went to Sam's with her.

20 Q. Sam Stone?

21 A. Yes, sir.

22 Q. Any others you can recall where you
23 would go with her to a doctor's visit?

24 A. I went to the doctor up here with her.

25 Q. Up here in Rock Hill?

1 A. Yes, sir.

2 Q. And who was that?

3 A. Lord, I can't think of that man's name.

4 Q. And that's fine. Like I told you, just
5 tell me what you know.

6 A. Okay.

7 Q. What you remember. That's all I need
8 to know.

9 A. Okay.

10 Q. Anybody besides the doctor in Rock Hill
11 and Dr. Sam Stone that you remember going with her
12 to see?

13 A. No, sir.

14 Q. When she would go to these visits,
15 would you wait out in the waiting room?

16 A. I be in the waiting room.

17 Q. She'd be back with the doctor?

18 A. Yes, sir.

19 Q. And I assume the doctor didn't talk to
20 you about her health problems when you were there.

21 A. No, sir.

22 Q. All right. How did you first learn
23 that Ms. Davis was going to the hospital for a
24 procedure?

25 A. Oh, she told me.

1 Q. What do you remember her telling you
2 the problem was and what they were going to do for
3 her?

4 A. Yes. She told me she was going to go
5 that morning that she got ready to have it.

6 Q. What did she say they were going to do?

7 A. Put a pacemaker in her heart.

8 Q. And did you go to the hospital the
9 morning that she was scheduled to have her
10 procedure?

11 A. Yes, sir.

12 Q. How did you travel there?

13 A. With her.

14 Q. And who was driving?

15 A. Her friend Cue Ball.

16 Q. Let me see. Now, is Cue Ball a
17 nickname for Andrew Strong?

18 A. That's right. I'm sorry.

19 Q. How would you describe her relationship
20 with Andrew Strong?

21 A. Just like her husband.

22 Q. Did they live together?

23 A. Yes, sir.

24 Q. How long had they been living together?

25 A. Oh, 30-some years. Thirty-two years,

1 something like that.

2 Q. Did they ever have any children?

3 A. No, sir.

4 Q. Did Ms. Davis ever have any children by
5 any other relationship?

6 A. No, sir.

7 Q. So Mr. Strong was driving, and it was
8 you and Ms. Davis; is that right? Anybody else in
9 your --

10 A. Jeanette.

11 Q. Jeanette?

12 A. Uh-huh.

13 Q. Now, that would be -- what was
14 Jeanette's last name?

15 A. Strong.

16 Q. That's Andrew's sister?

17 A. Yes, sir.

18 Q. So the four of you were in one car;
19 right?

20 A. Yes, sir.

21 Q. And tell me what happened when you got
22 to the hospital, just what you remember about that
23 morning.

24 A. When they got ready to take her back,
25 and I went back there with her.

1 Q. Did Jeanette and Andrew stay out in the
2 waiting room?

3 A. Yes, sir.

4 Q. All right. What happened when you went
5 back with Ms. Davis?

6 A. Didn't hear nothing. You know, got her
7 ready, you know, for her to have that procedure.

8 Q. Do you remember any conversations or
9 discussions with any of the nurses or people who
10 were getting her ready for the procedure?

11 A. No, sir.

12 Q. And then when did you leave and go back
13 to the waiting room?

14 A. When they got her ready and carried her
15 back.

16 Q. So they took her back for the
17 procedure. You went back out in the waiting room?

18 A. Yes, sir.

19 Q. All right. Now, I understand that some
20 other family members went to the hospital in a
21 separate vehicle and were there that morning as
22 well; is that right?

23 A. Yes, sir.

24 Q. Who else was there that you can
25 remember?

1 A. Rosie was there. We call her Shay.

2 Q. Okay.

3 A. Just about the whole family was there.

4 Q. Well, just tell me who you remember.

5 A. Shay, Linda Ann --

6 Q. I'm sorry. Who?

7 A. Linda Ann.

8 Q. Linda Ann. What's her last name?

9 A. Gilmore.

10 Q. All right. Now, is Linda Ann Shay's

11 mother?

12 A. Yes, sir.

13 Q. Okay. Anybody else you can remember by

14 name who was there?

15 A. And Andrew.

16 Q. Right. Well, you already told me that.

17 A. Okay. And that's all I can remember.

18 Q. All right. Now, you're waiting in the

19 waiting room. Tell me the first thing that happens

20 when somebody tells you anything about what's going

21 on or somebody asks any questions. Just tell me

22 the next thing that you remember happening.

23 A. We was just sitting there waiting for

24 them to come out and tell us how she was doing, you

25 know.

1 Q. Right.

2 A. And we were waiting there so long.

3 Like it took so long. And this nurse come out and
4 said we having a little problem. Working with her.

5 Q. Nurse came out, said --

6 A. We're having a problem. We're working
7 with her.

8 Q. -- we're having a little problem and
9 we're working with her; is that right?

10 A. Yes, sir.

11 Q. Did she say anything else that you can
12 recall?

13 A. No, sir, because she went on back.

14 Q. She didn't tell you what the problem
15 was or give you --

16 A. Nothing.

17 Q. Okay. So she went on back.

18 A. Yes, sir.

19 Q. What happens next?

20 A. And then she came back out and said she
21 having a problem breathing.

22 Q. Came back a second time?

23 A. Yes, sir.

24 Q. Same nurse?

25 A. Yes, sir.

1 Q. Do you remember how much time went by
2 from the first time the nurse came out till the
3 second time?

4 A. No, sir. I don't know what time, but
5 it took a good while before she came back.

6 Q. And she told you the second time she
7 was having a problem breathing?

8 A. Yes.

9 Q. Do you remember anything else she said
10 the second time she came out?

11 A. No, sir.

12 Q. All right. So she came out a second
13 time, told you she was having a problem breathing.
14 Did she go back in?

15 A. Yes, sir.

16 Q. What happened next?

17 A. Then next they came and got us up and
18 carried us back in the room.

19 Q. This was after she'd passed?

20 A. Yes, sir. She had passed then when
21 they come and got us.

22 Q. So that was the third time the nurse
23 came out?

24 A. Yes, sir.

25 Q. Told you that your sister had passed?

1 A. She didn't -- she told us when we got
2 back in the room.

3 Q. Okay. So the third time she came out,
4 took you back to the room where your sister was; is
5 that right? Or take you to another room?

6 A. Another room.

7 Q. Okay. That's like a room where you can
8 go in and shut the door?

9 A. Yeah. It was a small room.

10 Q. Smaller room.

11 Was this the same nurse the third time
12 that came out or do you remember?

13 A. I can't remember.

14 Q. But somebody came out then --

15 A. Yes, sir.

16 Q. -- and took you to a room. And that
17 would have been the family members that were
18 waiting that we've talked about; is that right?

19 A. Yes, sir.

20 Q. Okay. Now, what happened when you got
21 in the room?

22 A. He told us, the doctor -- we sat down
23 and he said -- I told him, I said just tell me my
24 sister dead. And he told me to sit down and I sat
25 down, and he said yeah, she is dead.

1 Q. So you were taken back to the room -- I
2 mean the room off the waiting room where you
3 could -- the private room?

4 A. We was in the little room.

5 Q. The smaller room --

6 A. Uh-huh.

7 Q. -- off of the waiting room?

8 A. Yes, sir.

9 Q. And a doctor came in to the room to
10 talk to you; is that right?

11 A. Yes, sir.

12 Q. Okay. Did the nurse that took you back
13 to that room say anything or tell you anything?

14 A. No. She was in there with us.

15 Q. She was in there with you?

16 A. Two of them. There's another one come
17 in, so two of them.

18 Q. Two nurses in there?

19 A. Yes, sir.

20 Q. And did the doctor then come in after
21 you all were in the room?

22 A. He was in there when the nurse was in
23 there.

24 Q. Okay. And do you know who that doctor
25 was?

1 A. I know him. That's the doctor doing
2 that -- working with her, but I can't recall his
3 name.

4 Q. Was it the doctor who had done the
5 procedure on your sister?

6 A. Yes, sir.

7 Q. That was your impression?

8 A. Yes, sir. I know him, but I just can't
9 recall his name.

10 Q. That's all right. I just need to know
11 what you know.

12 But your impression was this was your
13 sister's doctor --

14 A. Yes, sir.

15 Q. -- that was talking with you?

16 A. Yes, sir.

17 Q. Now, he told you that your sister had
18 died?

19 A. Uh-huh.

20 Q. You told me that; is that right?

21 A. Yes, sir.

22 Q. Now, can you remember anything else
23 about the conversations, anything else the doctor
24 said?

25 A. He said she wasn't ready to live over a

1 couple days no way.

2 Q. Say that for me again.

3 A. He said she wouldn't live a couple days
4 no way.

5 Q. She wouldn't have lived a couple of
6 days anyway?

7 A. Uh-huh.

8 Q. Is that a yes? She wouldn't have lived
9 but a couple days; is that --

10 A. No, sir. That wasn't --

11 Q. Is that what he said?

12 A. Yeah.

13 Q. And I'm making sure that I'm
14 understanding you. That's why I'm repeating back
15 what you said.

16 A. Okay.

17 Q. I heard you say the doctor said she
18 wouldn't have lived but a couple days anyway; is
19 that right?

20 A. That's right.

21 Q. Okay. Do you remember anything else
22 that the doctor said while he was in the room?

23 A. No, sir.

24 Q. Do you remember anything else that
25 anybody from the family said while the doctor was

1 in the room?

2 A. Willy said -- he wanted to know what
3 happened.

4 Q. Who's Willy?

5 A. The boy she raised.

6 Q. Do you know when Willy got to the
7 hospital or how he got there?

8 A. He came when we came, but he came in
9 his own car.

10 Q. Okay. And what's his name?

11 A. Willy Lee.

12 Q. Lee?

13 A. Yes, sir.

14 Q. And this was someone that your sister
15 had raised?

16 A. Yes, sir.

17 Q. Hadn't adopted him but had raised him?

18 A. Yes. She hadn't adopted him.

19 Q. And what did Willy say? Please tell me
20 again.

21 A. He just wanted to know what had
22 happened to her.

23 Q. Wanted to know what happened.

24 And do you recall what the answer to
25 Willy's question was?

1 A. I can't recall.

2 Q. You do not recall?

3 A. I can't remember what the doctor said.

4 Q. Do you recall anything else at all that
5 was said by anybody in that room while the doctor
6 was present?

7 A. I can't remember. Was so excited.

8 Q. Do you remember anything that any of
9 the nurses that were in the room said if they said
10 anything?

11 A. Yeah. She was talking to us, you know,
12 to calm us down.

13 Q. Okay. What happened after you had the
14 conversation with the doctor?

15 A. You mean what happened?

16 Q. What happened next? Where did you go
17 or what did you do?

18 A. You mean did we leave the hospital?

19 Q. Before you left the hospital, did you
20 go anywhere other than being in that room where
21 the doctor --

22 A. We left.

23 Q. Just left the hospital?

24 A. Yes, sir.

25 Q. Did you go back at any time and see

1 Ms. Davis after she had passed?

2 A. Yes, sir.

3 Q. Okay. Tell me where that fits in.

4 When did that occur?

5 A. I went back in before we left.

6 Q. Was that after you had spoken with the
7 doctor?

8 A. Yes, sir.

9 Q. Okay. And where was your sister when
10 you had a chance to view her at the hospital?

11 A. She was laying on the table.

12 Q. Can you remember anything about what
13 equipment might have been around or what you
14 noticed or observed about her at that time?

15 A. No, sir. All I know she had -- blood
16 was on her gown.

17 Q. Anything else?

18 A. No, sir.

19 Q. Any other conversations that you can
20 remember with anybody while you were at the
21 hospital that day?

22 A. No, sir.

23 Q. After that time, have you had any
24 conversations with anybody from the hospital about
25 your sister's demise?

1 A. Well, the day before the funeral was --
2 we got a call. We don't know who made the call.
3 Q. All right. Tell me about the call.
4 Where were you when the call was received?
5 A. Sitting in my sister's living room.
6 Q. And what day was that?
7 A. The day before the funeral. Like the
8 funeral would be tomorrow. The day before the
9 funeral.
10 Q. Do you remember what the date of that
11 was?
12 A. I sure don't.
13 Q. Were you the person that received the
14 call?
15 A. No, sir. My niece.
16 Q. And her name, please.
17 A. Robin was the one talking on the phone.
18 Q. Robin?
19 A. Yes, sir.
20 Q. What's Robin's name?
21 A. Robin -- she's McKleken [sic].
22 Q. I'm sorry?
23 A. Robin McKleken.
24 Q. McKleken?
25 A. Yes, sir.

1 Q. How do you spell that? Is it like

2 M-c-K-1 --

3 A. Robin McKleken.

4 Q. Robin's the first name.

5 A. Yeah.

6 Q. R-o-b-i-n?

7 A. Yes, I think that's right.

8 Q. And then the last name?

9 A. McKleken.

10 Q. M-c capital K-l-e-c-k-e-n [sic]?

11 A. Yes, I think that's right.

12 Q. Is she the one that picked the phone up
13 to start with?

14 A. My niece -- wait a minute. I'm
15 confused about the name. I know my niece but I
16 can't recall her name right now. She picked it up
17 and Robin got the phone.

18 Q. All right. So who picked the phone up?
19 Someone picked it up and gave it to Robin?

20 A. Yes, sir. Because she couldn't
21 understand.

22 Q. Okay. And so who was the niece that
23 picked it up or the person that picked it up?

24 A. What's her name now? I just can't
25 recall her name right now.

1 Q. How is that person related to you?

2 A. My niece.

3 Q. All right. And so a niece -- you don't
4 remember her name right now --

5 A. No, sir.

6 Q. -- took the call and she handed the
7 phone to another niece, Robin McKleken?

8 A. Yes, sir.

9 Q. Okay. Now, of course you were not on
10 the phone, so you were not directly in the
11 conversation.

12 A. No. No, sir.

13 Q. But after the conversation, I assume
14 that Robin shared what was said on the phone with
15 you and others who were present.

16 A. Yes, sir.

17 Q. Okay. And am I right that Robin was
18 the one that actually had the conversation?

19 A. Yes, sir.

20 Q. All right. What did Robin say the
21 caller had told her?

22 A. She said -- the conversation said did
23 you all check into you all's sister's death? And I
24 guess Robin said no. And he said you all can check
25 into it. And give us a number where to call.

1 Q. So the caller, was it a male? Man?

2 A. I don't know. I don't know.

3 Q. But the way it was related to you, the
4 caller said did you check into your sister's death
5 and Robin said no and the man said you ought to
6 check into it and gave you a number to call?

7 A. Yes, sir.

8 Q. And what was that number? Whose number
9 was it?

10 A. I can't think right now.

11 Q. Did you call it?

12 A. Wait a minute. I can't think. I knew
13 he called, yes, sir.

14 Q. And who made the call?

15 A. I can't remember.

16 Q. Somebody from the family called the
17 number; is that right?

18 A. Yes, sir.

19 Q. Do you know who that person was that
20 made the call?

21 A. In my family?

22 Q. Yes.

23 A. I can't think of everything.

24 Q. You think that Robin made the call or
25 did you ask Robin? Did Robin make the call to this

1 number that was given?

2 A. I just don't know who made the call.

3 Q. All right. Somebody --

4 A. But somebody in the family called.

5 Q. All right. And when they called that
6 number, what information did they receive? Who
7 were they talking to?

8 A. I don't know. I think they called
9 somewhere up here in Rock Hill.

10 Q. Okay. So someone in the family called
11 the number, and the number was a number in
12 Rock Hill?

13 A. Uh-huh.

14 Q. Is that a yes?

15 A. Yeah.

16 Q. And who did they reach on the other end
17 of the phone when they called up here in Rock Hill?
18 Who did they talk to? You're pointing at
19 Mr. McGowan.

20 A. I'm just pointing. I don't know who
21 they talked to. No, I ain't pointing at anyone.

22 Q. Well, I just --

23 A. All I know -- I was just rocking and my
24 hand was going.

25 Q. You gestured toward him, and I'm not --

1 A. I just can't think right now. I'll be
2 honest with you.

3 Q. All right. But somebody from the
4 Emma Davis family was given a number, told they
5 need to call, and somebody from the family called
6 that number.

7 A. Yes, sir.

8 Q. All right. So let's go back. Do you
9 know who in the family called the number?

10 A. I can't remember that right now because
11 I can't -- I can't remember. I got a short memory.

12 Q. And do you know who they reached or who
13 they talked to when they called that number?

14 A. I just can't -- I just can't think.
15 It's been so long.

16 Q. Do you know the type of business? Was
17 it a government office or was it the hospital?

18 A. No, sir. We called a lawyer.

19 Q. Oh, it was a lawyer?

20 A. Yes, sir.

21 Q. Okay. But you didn't make the call.
22 Somebody from the family did.

23 A. Yes, sir.

24 Q. Okay. And you were told that the
25 person at the other end of the number was a lawyer?

1 A. Yes, sir.

2 Q. Okay. Were you involved in any
3 discussions -- and I don't want to know what you
4 said to any lawyer if you talked to a lawyer. I
5 just want to know if you did, you yourself, have
6 any conversations with any lawyers before the
7 lawsuit was filed.

8 A. Yes, sir.

9 Q. Okay. And who did you talk to? Don't
10 tell me what was said.

11 A. Oh, I talked to him.

12 Q. Mr. McGowan?

13 A. Yes, sir.

14 Q. That was before the lawsuit or before
15 your deposition here today?

16 A. That was after the call. You know,
17 give us the number to call.

18 Q. Do you know how Tanisha Gilmore came to
19 represent the estate? Was that a family decision
20 that you were involved in?

21 A. Tanisha did what?

22 Q. Tanisha Gilmore, how she got to be the
23 personal representative of the estate.

24 A. Because she raised her. You mean --

25 Q. Ms. Davis raised Tanisha?

1 A. Yes, sir.

2 Q. Is that right?

3 A. Yes, sir.

4 Q. Okay. Now, Tanisha's mother was --
5 you'll have to bear with me to get this right.

6 Tanisha's mother is your niece, right?

7 A. That's right.

8 Q. And that is who?

9 A. Linda Ann.

10 Q. Linda Ann Gilmore?

11 A. Yes, sir.

12 Q. Linda Ann Gilmore is Tanisha's mother?

13 A. Yes.

14 Q. But Ms. Davis raised Tanisha?

15 A. Yes, sir.

16 Q. All right. Any conversations with
17 anybody from the hospital after your sister's
18 death, after you left the hospital the day she
19 died?

20 A. No, sir.

21 Q. And any conversations with any doctors
22 about your sister at any time after she passed
23 away?

24 A. No, sir.

25 MR. BEIGHLEY: I'm trying to speed

1 things up. We've got two other lawyers who can ask
2 you questions. Would you please give them your
3 attention. I may have a few in a few minutes, but
4 I'll let them take a turn now.

5 THE WITNESS: Yes, sir.

6 EXAMINATION

7 BY MR. BRADLEY:

8 Q. Ms. Jordan, my name is John Bradley. I
9 represent Dr. Robert Baker. I have just a few
10 questions for you.

11 Do you remember having any
12 conversations with Dr. Baker on the day that your
13 sister had the pacemaker put in?

14 A. No. He was talking to us after she
15 passed.

16 Q. You talked to the doctor after your --
17 you talked to a doctor after your sister passed?

18 A. Yes, sir.

19 Q. And is it your understanding that the
20 doctor that you spoke to after your sister passed
21 was the doctor who performed the procedure?

22 A. Yes, sir.

23 Q. Do you have an understanding of whether
24 or not the doctor who performed the procedure had
25 been treating Ms. Davis prior to the procedure?

1 A. Yes, sir.

2 Q. So the doctor you talked to at the
3 hospital was a doctor who had been treating your
4 sister leading up to the day of the procedure?

5 A. Yes, sir.

6 Q. And as you sit here today, you don't
7 recall that doctor's name? Or do you recall that
8 doctor's name?

9 A. I can't remember his name. I know
10 his -- but I just can't think of his name right
11 now.

12 Q. Was it Dr. Patel?

13 A. Yes, sir.

14 Q. So you believe that the doctor you
15 spoke to at the hospital was Dr. Patel?

16 A. Yes, sir.

17 Q. Other than Dr. Patel, did you speak to
18 any other doctors?

19 A. No, sir.

20 Q. Do you know how many other doctors were
21 involved in Ms. Davis' care on February 11?

22 A. No, sir.

23 Q. Other than observing -- I think you
24 said that there was some blood on her gown. Do you
25 recall observing anything else about your sister

1 when you went back to see her after she passed?

2 A. No, sir.

3 MR. BRADLEY: That's all the questions

4 I have, Ms. Jordan.

5 EXAMINATION

6 BY MR. THOMPSON:

7 Q. Ms. Jordan, can you hear me okay?

8 A. Yes, sir.

9 Q. I'm Josh Thompson. We represent
10 Piedmont Medical Center and a few of the nurses
11 that are in here. I just have a couple.

12 Would you tell me again the name of
13 your employer? Did you say Eureka Mill?

14 A. Where I worked at?

15 Q. Yes.

16 A. Eureka.

17 Q. Eureka?

18 A. Yes, sir.

19 Q. And now, did you say that when you were
20 in the waiting room before you found out Ms. Davis
21 died that a nurse came out about three times and
22 talked to the family?

23 A. Yes, sir. She just come out and told
24 us we're working with her.

25 Q. Okay. And was it the same nurse each

1 time?

2 A. Yes, sir.

3 Q. And were you there to hear what the
4 nurse said every time?

5 A. Yes, sir, because she was talking to
6 me. I was so excited.

7 Q. Yes, ma'am. But to the best of your
8 memory about -- what she said is we're working with
9 her?

10 A. Yes, sir.

11 Q. Okay. Now, you mentioned that they
12 took you to another smaller room right before you
13 found out Ms. Davis died; is that right?

14 A. Yes, sir.

15 Q. And you said there were two nurses
16 present in there.

17 A. Two nurses. Without a doubt.

18 Q. Yes, ma'am. And was one of the two
19 nurses the same nurse who had been out speaking
20 with you?

21 A. One of them.

22 Q. Okay. And then the other nurse was a
23 nurse you hadn't seen before?

24 A. Yes.

25 Q. Okay. And I believe you said that

1 those two nurses were talking to the family a
2 little bit; was that right?

3 A. Yes, sir.

4 Q. Do you recall specifically anything
5 those two nurses were telling the family?

6 A. No, sir. I can't remember. Looked
7 like they was really upset, you know.

8 Q. The nurse looked like --

9 A. Really upset.

10 Q. Was it a male nurse?

11 A. Two -- lady nurses.

12 Q. Two female nurses. Okay.

13 And were there any nurses present when
14 you went back to see Ms. Davis?

15 A. They carried us back there.

16 Q. Yes, ma'am. Did they talk to you at
17 all while you were back there seeing Ms. Davis?

18 A. No, sir.

19 Q. And Willy, did you say -- is his last
20 name Bell?

21 A. Yes, sir.

22 Q. Willy Bell. And was he kind of taking
23 the lead in talking to Dr. Patel, or who was really
24 talking to Dr. Patel?

25 A. Right then was nobody really talking to

1 him. All he said was asked him what happened.

2 Q. Yes, ma'am. Yes, ma'am.

3 And now you mentioned the day before
4 the funeral -- the telephone call we talked about
5 happened the day before the funeral; is that right?

6 A. Yes, sir.

7 Q. And you said that you were sitting in
8 your sister's living room.

9 A. Yes, sir.

10 Q. Was that Ms. Davis?

11 A. Yes, sir. Yes, sir.

12 Q. Okay. And you can't recall her name,
13 but I believe you said the first person to pick up
14 the phone was your niece.

15 A. Yes, sir.

16 Q. Do you remember by which sibling she's
17 your niece? In other words, who her parent is.

18 A. Her mother don't stay around here.

19 Q. Ma'am?

20 A. Her mother don't stay around her.

21 Q. Yes, ma'am. Is her mother one of your
22 sisters?

23 A. Yes, sir.

24 Q. She is? What's her name?

25 A. Dorothy.

1 Q. Dorothy?

2 A. Yeah. She don't stay around here.

3 Q. And Dorothy was Ms. Davis' sister as
4 well?

5 A. Yes, sir.

6 Q. Okay. But the niece who picked up the
7 phone to start with is Dorothy's daughter?

8 A. Yes, sir.

9 Q. Yes, ma'am. Now, Robin was the one who
10 actually talked to the person on the phone; is that
11 right?

12 A. Yeah.

13 Q. And who was Robin's --

14 A. Wait a minute. You said niece. That's
15 Robin's mama.

16 Q. Dorothy is?

17 A. Yeah.

18 Q. Oh, okay. Okay. I understand.

19 And Robin is also your niece?

20 A. Yeah.

21 Q. But there were two different people.

22 One niece picked up the phone and then Robin
23 talked?

24 A. Yeah.

25 Q. Okay. And do you remember whose parent

1 the first niece was?

2 A. He was my sister's -- Rosie's. I can't
3 think of that child's name right now.

4 Q. And now, who is Laverne? Do you know a
5 Laverne?

6 A. Uh-huh.

7 Q. Is that the same person as Robin?

8 A. No. Laverne. No.

9 MR. THOMPSON: All right. I believe
10 that's all I have.

11 CROSS-EXAMINATION

12 BY MR. MCGOWAN:

13 Q. When you walked back to see Ms. Davis
14 on the table, do you recall her having a tube or
15 anything coming out of her mouth?

16 A. Yes, sir. Yes, sir. She had a tube
17 because the blood was on her shirt.

18 Q. But like a tube coming out of her
19 mouth, though? Do you remember such a thing?

20 A. I'm going to be honest. I don't think
21 I seen no tube to be honest with you.

22 Q. And the doctor you spoke to, do you
23 think you'd recognize a picture of him?

24 A. Okay.

25 Q. I mean, do you think you would?

1 A. Yeah.

2 Q. I mean, is that the physician?

3 A. Yes, sir.

4 Q. I'm showing her a picture of Dr. Patel

5 just so we're clear on who was talking to her.

6 According to their web site, that's Dr.

7 Vasant Patel. That's Dr. Patel.

8 A. Okay. Yes, sir.

9 MR. MCGOWAN: All right. That's all I
10 have.

11 (The witness, after having been advised
12 of her right to read and sign this transcript, does
13 not waive that right.)

14 (The deposition concluded at
15 11:56 a.m.)

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SIGNATURE OF DEPONENT

DEPONENT: ATLEAN JORDAN
DEPOSITION DATE: January 9, 2013
REPORTER: Ivy Schlicher
CASE CAPTION: T.GILMORE, REPRESENTATIVE OF
ESTATE OF E.DAVIS, AND A.STRONG, vs. AMISUB
OF SC, INC. d/b/a PMC; CAROLINA CARDIOLOGY;
V.PATEL, MD; E.ISSAC, RN; G.MILLER, RN;
D.SWARTZMAN, RN; N.KUIPER, CVT; R.BAKER, MD;
and ANESTHESIA ASSOCIATES OF ROCK HILL, PA

(Please return both Signature of Deponent pages.)

I, the undersigned, ATLEAN JORDAN, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony with the following corrections, if any:

	PAGE	LINE	CHANGE	REASON
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SIGNATURE OF DEPONENT (CONTINUED)

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ATLEAN JORDAN

Date

14

I, Ivy Schlicher, notary public for the State of South Carolina, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent page within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

19

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Ivy Schlicher

25

Commission expires: 8/22/2022

CERTIFICATE OF REPORTER

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I, Ivy Schlicher, notary public for the
State of South Carolina, do hereby certify that the
foregoing transcript is a true, accurate, and
complete record.

I further certify that I am neither
related to nor am I counsel for any party to the
cause pending or interested in the events thereof.

This the 16th day of January, 2013.

Ivy Schlicher
Commission expires: 8/22/2022

I N D E X

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REQUESTED INFORMATION INDEX

(No information requested)

E X H I B I T S

(No exhibits proffered)

Chad McGowan

From: Chad McGowan
Sent: Monday, July 01, 2013 2:12 PM
To: Billy Gunn (BGunn@holcombebomar.com); George Beighley; John Bradley (john@mttlaw.com)
Cc: Annie Hutchins; Ashley Creech
Subject: Emma Davis- Settled

Gentlemen:

Having received written authority to accept the last, global offer of \$2,300,000, we have settled this case.

We will work out the details, but I understand Piedmont is paying \$1.6 MM, Patel \$600k, and Baker \$100k.

The JUA payments will be on the Christmas Club. I intend to get my client paid first, with the JUA payments being applied to the attorney fees.

I will alert the Court (both Judges Afford and Kimball) that no motions/status hearings are necessary. We will need to have an approval hearing.

For that, there needs to be a petition and order—anyone want to take lead on that?

We are collecting our final costs, which will take a while. Ashley Creech in my office can handle whatever comes up in the next 2 weeks as I will be out.

As always, I genuinely appreciate your professionalism, courtesy, and good humor throughout this case.

Chad McGowan
McGowan, Hood, and Felder, LLC
1539 Health Care Drive
Rock Hill, SC 29732
803-327-7800
803-328-5656 (fax)
www.mcgowanhood.com

This email is intended only for the recipient to whom it is addressed. No one else has any right to rely upon it for any reason. If you received it in error, please let me know and delete any copies. Thank you.



Chad McGowan

From: John Bradley <john@mttlaw.com>
Sent: Tuesday, July 23, 2013 12:36 PM
To: Chad McGowan; Billy Gunn
Cc: Annie Hutchins; George Beighley (GBeighley@RichardsonPlowden.com); Josh Thompson; Lynn G. Ivey
Subject: RE: GILMORE (EMMA DAVIS) settlement documents

I will revise the paperwork according.

From: Chad McGowan [mailto:cmcgowan@mcgowanhood.com]
Sent: Tuesday, July 23, 2013 10:15 AM
To: Billy Gunn; John Bradley
Cc: Annie Hutchins; George Beighley (GBeighley@RichardsonPlowden.com); Josh Thompson; Lynn G. Ivey
Subject: RE: GILMORE (EMMA DAVIS) settlement documents

- 1) I have no objection to what Billy wants to do.
- 2) The legal fees are \$920,000
- 3) We did not discuss, nor agree on confidentiality. I agree to not put this in the lay press (ie, The Rock Hill Herald), but it will appear in Lawyer's weekly and on our website.

Chad McGowan
McGowan, Hood, and Felder, LLC
1539 Health Care Drive
Rock Hill, SC 29732
803-327-7800
803-328-5656 (fax)
www.mcgowanhood.com

This email is intended only for the recipient to whom it is addressed. No one else has any right to rely upon it for any reason. If you received it in error, please let me know and delete any copies. Thank you.

From: Billy Gunn [mailto:BGunn@holcombcbomaz.com]
Sent: Tuesday, July 23, 2013 10:09 AM
To: John Bradley (john@mttlaw.com)
Cc: Chad McGowan; Annie Hutchins; George Beighley (GBeighley@RichardsonPlowden.com); Josh Thompson; Lynn G. Ivey (lynn@mttlaw.com)
Subject: GILMORE (EMMA DAVIS) settlement documents

John et al,

John, thanks for putting together the settlement documents in the above. I have looked them over and here are my comments/requests/amendments:

1. If agreeable with everyone, I would like to present to Chad prior to anything being executed, filed etc, a proposed Order of Dismissal with Prejudice respecting Isaac, Miller, Swartzman and Kulper. This would obviously in no way affect anything and I simply do not want to have the burden of contacting each of them

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MCOWAN004579

to let them know precisely what is going on etc. This would remove any necessity of my doing that since the record would reflect no payment on behalf of any of them. In order to properly accomplish this, if its agreeable, I will prepare for Chads consideration such a proposed Order. Then on the Petition and proposed Order seeking approval they would need to be removed from the caption. The Petition reads fine as is but the proposed Order, more particularly p 2, para 1 would need to be changed to omit any reference to payment by these individuals.

2. With respect to the Petition seeking approval I would suggest:

a-recite in paragraph seven some reference to plaintiff being well satisfied with legal services of able counsel for plaintiff

b-in prayer for relief should also seek "such other and further relief as to the Court seems just and proper"

c- add a paragraph stating "Pl understands, agrees and asserts to the Court that this settlement is not an admission of liability, wrongdoing or any fact or circumstance out of which this lawsuit arises"

d-add a paragraph stating "Pl understands and agrees that Defendants, not their attorneys shall have any obligation whatsoever to trace or follow the application of the funds paid and upon payment by the respective parties making payment, such parties shall be forever released from all claims."

3. The proposed Order approving settlement will need to have language reflecting 2 a and d. Court would order that Defendants have no

obligation to trace or follow the application of the funds.

4. Since JUA is paying over time, I suspect the Release may well be held until payment is made. In that regard, I would like to prepare a separate release for Amisub and simply have any reference made to Amisub removed from the Release where necessary for it to make sense.

5. We should be given through and including August 3, 2013 to make our payment. It will likely be more quickly, since I ordered the check yesterday am but this will give us an extra few days, especially in view of the medical procedure I scheduled for next week to serve as a substitute for statting this trial.

Would appreciate it if everyone would let me know if these amendments suit.

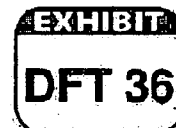
Thanks much,
Billy

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Chad McGowan

From: John Bradley <john@mtlaw.com>
Sent: Tuesday, July 23, 2013 12:57 PM
To: 'Billy Gunn'; Chad McGowan; George Belghey (GBelghey@RichardsonPlowden.com)
Cc: Davison, Burns H
Subject: Petition for Approval of Settlement 7-19-13.docx
Attachments: Petition for Approval of Settlement 7-19-13.docx

Here is a revised Petition with Billy's changes. I am revising Order and Release and will send those shortly.



STATE OF SOUTH CAROLINA

COUNTY OF YORK

Tanisha Gilmore, as the Personal
Representative of the Estate of
Emma Davis, and Andrew Strong,

Plaintiff,

vs.

Amisub of SC, d/b/a Piedmont Medical
Center; Carolina Cardiology, Vasant Patel,
MD, and Anesthesia Associates of
Rock Hill, PA,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No. 2010-CP-46-03899

**PETITION FOR APPROVAL OF
SETTLEMENT**

The Plaintiffs, Tanisha Gilmore as Personal Representative of the Estate of her late Great Aunt Emma Davis, and Andrew Strong, the Common Law Husband of the deceased, hereby petition this Court, pursuant to South Carolina Code §§ 15-51-41 and 15-51-42, for approval of a settlement involving wrongful death and survival claims against the above-captioned Defendants.

1. The Plaintiff, Tanisha Gilmore is the duly appointed Personal Representative of the estate of Emma Davis.

2. The Plaintiff Andrew Strong has claimed a Common Law Marriage to Emma Davis.

3. Plaintiffs asserted wrongful death, survival claims and Andrew Strong asserted Loss of Consortium claims against Defendants arising out of medical care rendered to Ms. Davis in February of 2010. Plaintiffs have asserted a variety of deviations from the standards of care

against the various Defendant health care providers. These claims are more fully set forth in the Amended Summons and Complaint filed in this action on or about June 22, 2012. All survival claims have been dismissed by previous Order of this Court.

3. Plaintiffs are informed that Defendants Vasant Patel, MD, Carolina Cardiology and Anesthesia Associates are each insured by the South Carolina Joint Underwriters Association in the amount of \$200,000.00 in primary coverage and have additional coverage under the South Carolina Patient Compensation Fund, as provided by State law. Plaintiffs are informed that Defendant AMISUB of South Carolina d/b/a Piedmont Medical Center is self insured up to \$5,000,000.00 dollars retained limit with excess coverage.

4. The sole heir and beneficiary of the Estate of Emma Davis is Andrew Strong.

5. The parties by and through their attorneys and respective representatives have agreed to a compromise settlement of all claims arising out of this Complaint and Amended Complaint.

7. The terms of the Settlement are as follows:

A. Defendants AMISUB of SC, d/b/a Piedmont Medical Center, Carolina Cardiology, Vasant Patel, MD, Ellenora Issac, RN, Gary Miller, RN, Debra Swartzman, RN, and Norine Kuiper, CVT will pay to Plaintiffs a total of two million, two hundred thousand and no/100 dollars (\$2,200,000.00); and

B. This payment will be made as follows:

1.. \$600,000.00 paid by the South Carolina Joint Underwriters Association (JUA) and the South Carolina Patient's Compensation Fund (PCF) on behalf of Vasant Patel, MD and Carolina Cardiology as follows:

a. \$100,000.00 on or before September 10, 2013;

- b. \$100,000.00 on or before October 10, 2013;
- c. \$100,000.00 on or before November 10, 2013;
- d. \$100,000.00 on or before December 10, 2013;
- e. \$100,000.00 on or before February 28, 2014;
- f. \$100,000.00 on or before March 31, 2014.

C. Payment of one million six hundred thousand and no/100 dollars (\$1,600,000.00) by AMISUB of South Carolina, d/b/a Piedmont Medical Center by July 31, 2013.

D. Reimbursement of one hundred thousand and no/100 dollars (\$100,000.00) in Plaintiffs' litigation expenses paid by the South Carolina Joint Underwriters Association on behalf of Defendant Anesthesia Associates of Rock Hill, P.A.

6. The Plaintiffs are satisfied with the settlement as set forth above and seek Court approval of the same. Further, Plaintiffs seek approval of attorneys' fees in this matter. Plaintiff retained as counsel Chad A. McGowan of the firm of McGowan, Hood and Felder, LLC, of Rock Hill, South Carolina. Pursuant to the fee agreement, Plaintiff agreed to pay an attorney's fee of 40% of the gross settlement amount. Plaintiffs are well satisfied with the advice and legal counsel they have received in this matter. Therefore, Plaintiffs seek Court approval of an attorneys' fee of \$ 920,000.00 dollars.

7. The fee agreement between the Plaintiffs and counsel further provides that counsel be reimbursed for all expenses reasonably incurred in the course of this representation. The total costs and expenses incurred in this matter are \$106,172.03 which are set forth in detail in the attached statement. Plaintiffs seek Court approval for reimbursement to Plaintiffs' counsel

for expenses in the amount incurred.

8. Petitioner Tanisha Gilmore petitions the Court for approval of a PR Fee of \$25,000.00 dollars which constitutes 1.09 % of the gross recovery in this case.

9. Plaintiffs seek the Court's approval for an equal allocation between the Wrongful Death and Loss of Consortium claims.

10. Ms. Davis' estate has no creditor(s) of record. Plaintiffs are aware of no valid health care liens. In the event any should exist or be found to exist, Plaintiffs agree to satisfy them and hold Defendants harmless.

11. Plaintiffs understands, agrees and asserts to the Court that this settlement is not an admission of liability, wrongdoing or any fact or circumstance out of which the lawsuit arises.

12. Plaintiffs understand and agree that neither Defendants nor their Attorneys shall have any obligation whatsoever to trace or follow the application of the funds paid and upon payment by the respective parties making payment, such parties shall be forever released from all claims.

12. Plaintiffs respectfully request authority upon approval of the terms of this settlement as set forth above, to execute an appropriate release dismissing the pending matter with prejudice.

WHEREFORE, Plaintiffs pray unto the Court for the following relief:

- A. Approval of the settlement as set forth in this Petition;
- B. Approval of attorney's fees and costs as set forth in this Petition;
- C. Approval of the allocation as set forth in this Petition; and
- D. Authorization for Plaintiff to execute appropriate releases.df
- E. For such other and further relief as the Court deems just and proper.

Tanisha Gilmore, as Personal Representative
of the Estate of Emma Davis

Andrew Strong

July 24, 2013

DRAFT

Chad McGowan

From: John Bradley <john@mttlaw.com>
Sent: Tuesday, July 23, 2013 1:24 PM
To: 'Billy Gunn'; Chad McGowan; George Beighley (GBeighley@RichardsonPlowden.com)
Subject: Petition for Approval of Settlement 7-19-13.docx
Attachments: petition for Approval of Settlement 7-19-13.docx

I realized I forgot to omit the individual names from the body of the Petition. Use this one instead of the one I just sent.



STATE OF SOUTH CAROLINA

COUNTY OF YORK

Tanisha Gilmore, as the Personal
Representative of the Estate of
Emma Davis, and Andrew Strong,

Plaintiff,

vs.

Amisub of SC, d/b/a Piedmont Medical
Center; Carolina Cardiology, Vasant Patel,
MD, and Anesthesia Associates of
Rock Hill, PA,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No. 2010-CP-46-03899

**PETITION FOR APPROVAL OF
SETTLEMENT**

The Plaintiffs, Tanisha Gilmore as Personal Representative of the Estate of her late Great Aunt Emma Davis, and Andrew Strong, the Common Law Husband of the deceased, hereby petition this Court, pursuant to South Carolina Code §§ 15-51-41 and 15-51-42, for approval of a settlement involving wrongful death and survival claims against the above-captioned Defendants.

1. The Plaintiff, Tanisha Gilmore is the duly appointed Personal Representative of the estate of Emma Davis.
2. The Plaintiff, Andrew Strong has claimed a Common Law Marriage to Emma Davis.
3. Plaintiffs asserted wrongful death, survival claims and Andrew Strong asserted Loss of Consortium claims against Defendants arising out of medical care rendered to Ms. Davis in February of 2010. Plaintiffs have asserted a variety of deviations from the standards of care

against the various Defendant health care providers. These claims are more fully set forth in the Amended Summons and Complaint filed in this action on or about June 22, 2012. All survival claims have been dismissed by previous Order of this Court.

3. Plaintiffs are informed that Defendants Vasant Patel, MD, Carolina Cardiology and Anesthesia Associates are each insured by the South Carolina Joint Underwriters Association in the amount of \$200,000.00 in primary coverage and have additional coverage under the South Carolina Patient Compensation Fund, as provided by State law. Plaintiffs are informed that Defendant AMISUB of South Carolina d/b/a Piedmont Medical Center is self insured up to \$5,000,000.00 dollars retained limit with excess coverage.

4. The sole heir and beneficiary of the Estate of Emma Davis is Andrew Strong.

5. The parties by and through their attorneys and respective representatives have agreed to a compromise settlement of all claims arising out of this Complaint and Amended Complaint.

7. The terms of the Settlement are as follows:

A. Defendants AMISUB of SC, d/b/a Piedmont Medical Center, Carolina Cardiology, Vasant Patel, MD, will pay to Plaintiffs a total of two million, two hundred thousand and no/100 dollars (\$2,200,000.00); and

B. This payment will be made as follows:

1.. \$600,000.00 paid by the South Carolina Joint Underwriters Association (JUA) and the South Carolina Patient's Compensation Fund (PCF) on behalf of Vasant Patel, MD and Carolina Cardiology as follows:

- a. \$100,000.00 on or before September 10, 2013;
- b. \$100,000.00 on or before October 10, 2013;

- c. \$100,000.00 on or before November 10, 2013;
 - d. \$100,000.00 on or before December 10, 2013;
 - e. \$100,000.00 on or before February 28, 2014;
 - f. \$100,000.00 on or before March 31, 2014.
- C. Payment of one million six hundred thousand and no/100 dollars (\$1,600,000.00) by AMISUB of South Carolina, d/b/a Piedmont Medical Center by July 31, 2013.
- D. Reimbursement of one hundred thousand and no/100 dollars (\$100,000.00) in Plaintiffs' litigation expenses paid by the South Carolina Joint Underwriters Association on behalf of Defendant Anesthesia Associates of Rock Hill, P.A.

6. The Plaintiffs are satisfied with the settlement as set forth above and seek Court approval of the same. Further, Plaintiffs seek approval of attorneys' fees in this matter. Plaintiff retained as counsel Chad A. McGowan of the firm of McGowan, Hood and Felder, LLC, of Rock Hill, South Carolina. Pursuant to the fee agreement, Plaintiff agreed to pay an attorney's fee of 40% of the gross settlement amount. Plaintiffs are well satisfied with the advice and legal counsel they have received in this matter. Therefore, Plaintiffs seek Court approval of an attorneys' fee of \$ 920,000.00 dollars.

7. The fee agreement between the Plaintiffs and counsel further provides that counsel be reimbursed for all expenses reasonably incurred in the course of this representation. The total costs and expenses incurred in this matter are \$106, 172.03 which are set forth in detail in the attached statement. Plaintiffs seek Court approval for reimbursement to Plaintiffs' counsel for expenses in the amount incurred.

8. Petitioner Tanisha Gilmore petitions the Court for approval of a PR Fee of \$25,000.00 dollars which constitutes 1.09 % of the gross recovery in this case.

9. Plaintiffs seek the Court's approval for an equal allocation between the Wrongful Death and Loss of Consortium claims.

10. Ms. Davis' estate has no creditor(s) of record. Plaintiffs are aware of no valid health care liens. In the event any should exist or be found to exist, Plaintiffs agree to satisfy them and hold Defendants harmless.

11. Plaintiffs understands, agrees and asserts to the Court that this settlement is not an admission of liability, wrongdoing or any fact or circumstance out of which the lawsuit arises.

12. Plaintiffs understand and agree that neither Defendants nor their Attorneys shall have any obligation whatsoever to trace or follow the application of the funds paid and upon payment by the respective parties making payment, such parties shall be forever released from all claims.

12. Plaintiffs respectfully request authority upon approval of the terms of this settlement, as set forth above, to execute an appropriate release dismissing the pending matter with prejudice.

WHEREFORE, Plaintiffs pray unto the Court for the following relief:

- A. Approval of the settlement as set forth in this Petition;
- B. Approval of attorney's fees and costs as set forth in this Petition;
- C. Approval of the allocation as set forth in this Petition; and
- D. Authorization for Plaintiff to execute appropriate releases.df
- E. For such other and further relief as the Court deems just and proper.

Tanisha Gilmore, as Personal Representative
of the Estate of Emma Davis

Andrew Strong

July 24, 2013

Chad McGowan

From: John Bradley <john@mttlaw.com>
Sent: Tuesday, July 23, 2013 1:34 PM
To: 'Buffy Gunn'; Chad McGowan; George Belgheley (GBelghley@RichardsonPlowden.com)
Cc: Davison, Burns H
Subject: Order Approving Settlement 7-22-13.docx
Attachments: Order Approving Settlement 7-22-13.docx

Here is the Order approving Settlement.



1

886821

MCGOWAN004489

R 1016

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Tanisha Gilmore, as the Personal
Representative of the Estate of
Emma Davis, and Andrew Strong,

Plaintiff,

vs.

Amisub of SC, d/b/a Piedmont Medical
Center; Carolina Cardiology, Vasant Patel,
MD, and Anesthesia Associates of
Rock Hill, PA,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No. 2010-CP-46-03899

ORDER APPROVING SETTLEMENT

This matter comes before the Court pursuant to South Carolina Code §§ 15-51-41 and 15-51-42 for the approval of a settlement involving wrongful death and loss of consortium claims brought by Plaintiffs against the above-captioned Defendants. As set forth in the Petition, Plaintiff's claims for survival have previously been dismissed by this Court.

Plaintiffs assert that the Defendants deviated from the standards of care in the management of Ms. Davis and in the manner in which Ms. Davis was treated at AMISUB of South Carolina, Inc., d/b/a Piedmont Medical Center, on or about February 10, 2010, as more fully set forth in the Plaintiffs' Summons, Complaint, and Amended Complaint filed in this matter.

The Court is informed that the parties have negotiated a proposed settlement in this matter in the amount of Two Million Two Hundred Thousand and no/100 dollars (\$2,200,000.00), and for payment and reimbursement of litigation expenses incurred by the

Plaintiffs' of One Hundred Thousand and no/100 dollars (\$100,000.00), subject to the approval of the Court. The payments are to be made as follows:

1. Defendants AMISUB of South Carolina, Inc., d/b/a Piedmont Medical Center, Carolina Cardiology, Vasant Patel, MD, will pay to Plaintiffs a total of Two Million, Two Hundred Thousand and no/100 dollars (\$2,200,000.00); and

2. The payment will be made as follows:

a. \$600,000.00 paid by the South Carolina Joint Underwriters Association (JUA) and the South Carolina Patient's Compensation Fund (PCF) on behalf of Vasant Patel, MD, and Carolina Cardiology as follows:

1. \$100,000.00 on or before September 10, 2013;
2. \$100,000.00 on or before October 10, 2013;
3. \$100,000.00 on or before November 10, 2013;
4. \$100,000.00 on or before December 10, 2013;
5. \$100,000.00 on or before February 28, 2014;
6. \$100,000.00 on or before March 31, 2014.

b. Payment of One Million Six Hundred Thousand and no/100 dollars (\$1,600,000.00) by AMISUB of South Carolina, d/b/a Piedmont Medical Center by July 31, 2013.

c. Reimbursement of One Hundred Thousand and no/100 dollars (\$100,000.00) in Plaintiffs' litigation expenses paid by the South Carolina Joint Underwriters Association on behalf of Defendant Anesthesia Associates of Rock Hill, P.A.

The Petitioner seeks the Court's approval of the proposed settlement. The Court is

informed that Plaintiff Andrew Strong, Ms. Davis' Common Law Husband, is the sole heir/beneficiary of the Estate of Emma Davis.

The Court has reviewed this matter in light of the best interest of the Estate and the Beneficiary. The Court finds the settlement to be in the best interest of the Estate and Beneficiary and approves the settlement as recommended.

Plaintiffs further seek Court approval of attorney's fees in this matter. Plaintiff is represented by Chad A. McGowan and of the firm of McGowan, Hood & Felder, LLC, of Rock Hill, South Carolina. Plaintiffs' fee agreement with counsel provides for a 40 % contingency fee of the gross settlement amount, which provides for a fee of \$920,000.00 in this matter. Plaintiffs have informed the Court that they are well satisfied with the advice and assistance of their counsel in this matter and request that the Court approve these Attorneys Fees. The Court finds the request reasonable under the circumstances and approves the attorney's fee of \$920,000.00 dollars. Plaintiffs further seek approval for reimbursement of costs in the amount of \$106,172.03. An itemization of these costs was attached to Plaintiffs' Petition for Approval of Settlement. The Court finds the costs in this action to be reasonable and approves the same.

Plaintiffs additionally seek Court approval for the allocation of settlement proceeds. Plaintiff proposes that 50% of the settlement proceeds be allocated to the wrongful death action and 50% to the loss of consortium claim. The Court finds this allocation reasonable and approves the same.

Finally, the Plaintiffs seek approval of a \$25,000.00 PR Fee for Tanisha Gilmore. The Court finds that this fee, 1.09 % of the gross recovery, is reasonable and therefore approves the same.

The Court is informed that there are no known health care liens and there are no outstanding claims against the Estate. Plaintiff agrees to be responsible to satisfy any such lien should any be forthcoming and to hold Defendants harmless for the same.

Plaintiffs have been advised and are aware that Defendants and their counsel have no obligations whatsoever to trace or follow the application of the funds paid. The Court finds and rules that neither Defendants nor their counsel have any such obligation to trace or follow the application of the funds and upon payment by the respective parties as outlined above, such parties shall be forever discharged from such claims.

Finally, the Plaintiffs seek the Court's approval to sign appropriate releases and to dismiss this action with prejudice. The Court finds this request to be reasonable and grants the Plaintiffs authority to dismiss this action with prejudice.

AND IT IS SO ORDERED.

Circuit Court Judge
Sixteenth Judicial Circuit

York, South Carolina

July 24, 2013

**For Defendants' Exhibit 39,
see Record p. 739
(Duplicate of Plaintiff's Exhibit 17)**

**For Defendants' Exhibit 40,
see Record p. 744
(Duplicate of Plaintiff's Exhibit 18)**

**For Defendants' Exhibit 41,
see Record p. 749
(Duplicate of Plaintiff's Exhibit 20)**



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Image Front

SC	SC Medical Practice JUA P.O. Box 128 GREENVILLE, SC 29602-0128	88432
Date: 07/28/2013		4775 37
ONE HUNDRED THOUSAND AND XX/100 US DOLLARS		
Pay to the order of	McGowan, Hood & Felter LLC 60% Tenisha McGowan ex PR for the estate of Emma Davis 1534 Heath Oaks Drive Rock Hill SC 29732	\$100,000.00
Wells Fargo Bank, N.A. Bank Card		<i>Christina</i>

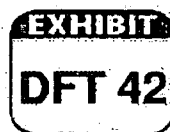
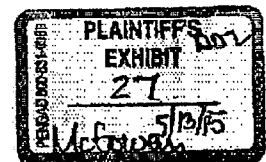
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As of Date: 07/31/2013

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Routing Number: 082201770
Type Code/Description: 476/CHECK PAID
Item Sequence Number: 6526132621

Printed Security & Logo
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SC | JUA SC Medical Malpractice JUA
P.O. Box 128
GREENVILLE, SC 29602-0128

DATE: 09/10/2013

ONE HUNDRED THOUSAND AND XX/100 US DOLLARS

Pay to the order of: **MACOMBS, Wood & Falker LLC dba Estate of Emma Davis**
1532 Health Care Drive
Rock Hill, SC 29732

\$100,000.00

Wells Fargo Bank, N.A.
South Carolina

CE
WELLS FARGO BANK, N.A.
ATLANTA, GA

[illegible]

Account Number: 62120710000
Routing Number: 05220776
Type Code/Description: 4750CHECK PAID
Item Sequence Number: 0020015037

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SC JUA SC Medical Malpractice JUA P.O. Box 128 GREENVILLE, SC 29602-0128		69307 67-176 312
Date: 10/14/2013		
ONE HUNDRED THOUSAND AND XX / 100 US DOLLARS		
Pay to the order of	McGowan, Hood & Felder LLC 1/b/o Estate of Emma Davis 1539 Health Care Drive Rock Hill SC 28732	\$100,000.00
Wells Fargo Bank, N.A. South Carolina		 AUTHORIZED SIGNATURE
Seq: 175 Batch: 611481 Date: 10/15/13		PAY TO THE ORDER OF BANK OF AMERICA FOR DEPOSIT ONLY MCGOWAN, HOOD & FELDER, LLC DELTA TRUST
Seq: 80175 10/15/13 RT: 611481 CC: 8031654109 RT: 01 LTPS: Atlanta ET CC: Rock Hill & Hartwood SC 1014181		

Item Details

Amount: 100,000.00
 Check #: 69307
 Posting Date: 10/15/2013
 As of Date: 10/15/2013

Account Number: [REDACTED]
 Routing Number: 05320776
 Type Code/Description: 476/CHECK PAID
 Item Sequence Number: 8620073793

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Image Front:

SC	SC Medical Malpractice AUA P.O. Box 121 GREENVILLE SC 29602-0121	68840
Date: 11/04/2013		68840
ONE HUNDRED THOUSAND AND X1/100 US DOLLARS		\$100,000.00
Pay to the order of	McGowan, Hand & Patten LLC PBD Estate of Emma Davis 1530 Health Care Drive Rock Hill SC 29732	
Wells Fargo Bank, N.A. South Carolina		

Image Back:

Seq: 80 Batch: 799957 Date: 11/12/13	PAY TO THE ORDER OF BANK OF AMERICA FOR DEPOSIT ONLY MORGAN, HAND & PATTEN, LLC SOUTH CAROLINA
Seq: 80177 11/12/13 Ref: 799957 02:0017729100 P.O. Box 121 Greenville SC (C) 2013 Wells Fargo Bank, N.A.	

Item Details
 Amount: 100,000.00
 Check #: 68840
 Posting Date: 11/12/2013
 As of Date: 11/12/2013

Account Number: [REDACTED]
 Routing Number: 08330776
 Type Code/Descriptor: 476/CHECK PAID
 Item Sequence Number: 822076337

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SC | JUA SC Medical Malpractice JUA
P.O. Box 128
GREENVILLE, SC 29611-0128

Date: 12/12/2013

AMOUNT
\$1516
315

ONE HUNDRED THOUSAND AND NO/100 DOLLARS

Pay to the order of McGowan, Hood, & Padden LLC FBO Estate of Emma Davis
1539 Magnolia Court
North Charleston, SC 29405

\$100,000.00

Wells Fargo Bank, N.A.
South Carolina

12/12/2013 10:00 AM

Seq: 59
Bar# 263893
Date: 12/16/13

PAY TO THE ORDER OF
BANK OF AMERICA
FDX DEPOSIT ONLY
HARRISON, HOOD & POLLEN, LLC
BY TA TRUST

REF: 000000 12/16/2013
PAY TO THE ORDER OF
FDX INTERNATIONAL ST
MCHESTER 0 N 001000 MC 001-101

Account Number: 20000000000000000000
Routing Number: 08320778
Type Code/Description: 475CHECK PAID
Item Sequence Number: 8287184231

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Image Front:

SC	UA	SC Medical Malpractice SUIA P.O. Box 128 GREENVILLE, SC 29602-0128	65303 65375 772
Date: 09/10/2013			
ONE HUNDRED THOUSAND AND NO / 100 US DOLLARS			
Pay to the order of	McGowan, Wood & Palmer LLC d/b/a Estate of Emma Davis 1519 Hopkin Cove Drive Rock Hill, SC 29732	\$100,000.00	
Wells Fargo Bank, N.A. South Carolina			

Image Back:

Seq: 96 Batch: 178961 Date: 09/11/13	FOR DEPOSIT ONLY NON NEGOTIABLE MICROFILM & FILM REPRODUCTION
See: 81000 09/11/13 Ref: 178961 CC: 6537571109 Microfilm & Film Reprints 67 McGowan & Palmer SC 29732	

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As of Date: 09/11/2013

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Extra Security & Alerts
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SC JUA SC Medical Malpractice JUA P.O. Box 128 GREENVILLE, SC 29602-0128		69307 67-776 312
Date: 10/14/2013		
ONE HUNDRED THOUSAND AND 00/100 US DOLLARS		
Pay to the order of	McGowan, Hood & Felder LLC f/b/o Estate of Emma Davis 1539 Health Care Drive Rock Hill, SC 29732	\$100,000.00
Wells Fargo Bank, N.A. South Carolina		 AUTHORIZED SIGNATURE
Seq: 175 Batch: 611481 Date: 10/15/13		
PAY TO THE ORDER OF BANK OF AMERICA FOR DEPOSIT ONLY MCGOWAN, HOOD & FELDER, LLC DELTA TRUST		
Seq: 00175 10/15/13 RAT: 011481 CC: 0037630100 RT: 01 LTPS: ALLIANCE ET UC: Declin & Hartong SC 301-181		
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Image Front:

SC	SC Medical Malpractice RUA P.O. Box 124 GREENVILLE, SC 29602-0124	65049
Date: 11/12/13		6712
ONE HUNDRED THOUSAND AND XX / 100 US DOLLARS		1100,000.00
Pay to the order of:	McGowan, Hood & Foster LLC FBO Estate of Emma Doyle 1539 Health Care Drive Rock Hill, SC 29732	
Wells Fargo Bank, N.A. South Carolina		

Image Back:

Setp: 80 Batch: 799957 Date: 11/12/13	PAY TO THE ORDER OF BANK OF AMERICA BRANCH ADDRESS 1000 N. 10TH ST. FLOOR 11 DULLES, VA 20186
11/12/13 11/12/13 65049 SC: 6504973108 65049 6504973108 65049 6504973108	

Item Details
 Amount: 100,000.00
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 Posting Date: 11/12/2013
 As of Date: 11/13/2013

Account Number: 6504973108
 Routing Number: 08320776
 Type Code/Description: 475/CHECK PAID
 Item Sequence Number: 6222076197

Printer: Security & Trust
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Check number: 9860 | Amount: \$5,000.00

McGowan, Robert A. Jr.
10000 100th Ave
Eden Prairie, MN 55324

DATE 12/12/13

AMOUNT \$5,000.00

PAID TO THE ORDER OF Andrew George & Robert Jordan

Signature: [Handwritten Signature]

SPRATT SL 26327000-29/12/2013 000101600292

McGowan, Robert A. Jr.
10000 100th Ave
Eden Prairie, MN 55324

Signature: [Handwritten Signature]

McGOWAN05193

Check number: 9861 | Amount: \$5,000.00

MCGOWAN, ROGER & SONS, LLC 501A ACADIA 1000 W. 10TH ST MCKINNA, MO 64573		DATE 10/20/2011	AMOUNT \$5001
PAY TO THE ORDER OF Andrew Barry & Son, Inc.		5000.00	
Five Thousand and 00/100		DOLLARS	
Andrew Barry & Son, Inc.			
DATE 10/20/2011		SIGNATURE <i>[Signature]</i>	

MCGOWAN, ROGER & SONS, LLC 501A ACADIA 1000 W. 10TH ST MCKINNA, MO 64573		DATE 10/20/2011	AMOUNT \$5001
PAY TO THE ORDER OF Andrew Barry & Son, Inc.		5000.00	
Five Thousand and 00/100		DOLLARS	
Andrew Barry & Son, Inc.			
DATE 10/20/2011		SIGNATURE <i>[Signature]</i>	

MCGOWAN005134

MCGOWAN005195

Check number: 9862 | Amount: \$100,000.00

VOID VOID VOID

McGowan, David L. Esq., LLC
 10000 100th Avenue
 Suite 100, Suite 100
 Suite 100, Suite 100

Check number: 9862
 Amount: \$100,000.00

Address: 10000 100th Avenue
 Suite 100, Suite 100
 Suite 100, Suite 100

VOID VOID VOID

VOID VOID VOID

McGowan, David L. Esq., LLC
 10000 100th Avenue
 Suite 100, Suite 100
 Suite 100, Suite 100

Check number: 9862
 Amount: \$100,000.00

Address: 10000 100th Avenue
 Suite 100, Suite 100
 Suite 100, Suite 100

VOID VOID VOID

NEW YORK, HOBBS & FLETCHER, LLC
 1035A AVENUE
 NEW YORK, NEW YORK
 10018, NY 10018

NAME OF AIRCRAFT
 REGISTRATION NO.

8884

DATE OF ISSUE
 EXPIRY OF

AIRCRAFT
 AIRCRAFT TYPE

10018

NEW YORK, HOBBS & FLETCHER, LLC
 1035A AVENUE
 NEW YORK, NEW YORK
 10018, NY 10018

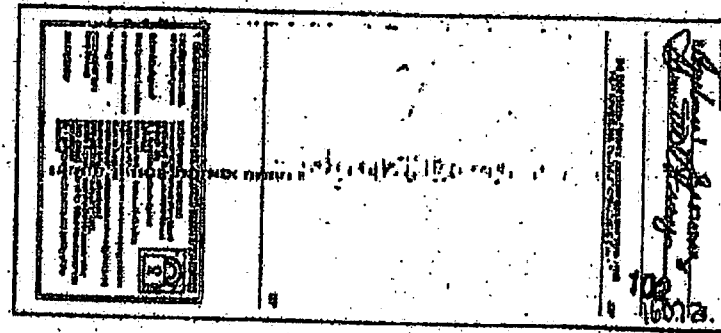
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 REGISTRATION NO.

8884

DATE OF ISSUE
 EXPIRY OF

AIRCRAFT
 AIRCRAFT TYPE

10018



R 1037

Check number: 9865 | Amount: \$5,000.00

BROCKMAN, MOORE & VERNER, LLC ALTA ACCOUNT 1900 JAMES STREET ROCK HILL, SC 29731		END	DATE OF DEPOSIT 06/11/15	9865
PAID TO THE ORDER OF Andrew Moore & Annette Moore		AMOUNT \$5,000.00		
Five Thousand and 00/100		COLLECT		
Andrew Moore & Annette Moore				
MICR				

MICR		DATE OF DEPOSIT 06/11/15		9865
PAID TO THE ORDER OF Andrew Moore & Annette Moore		AMOUNT \$5,000.00		
Five Thousand and 00/100		COLLECT		
Andrew Moore & Annette Moore				
MICR				

MC GOWAN 005197

[illegible][illegible]

R 1039

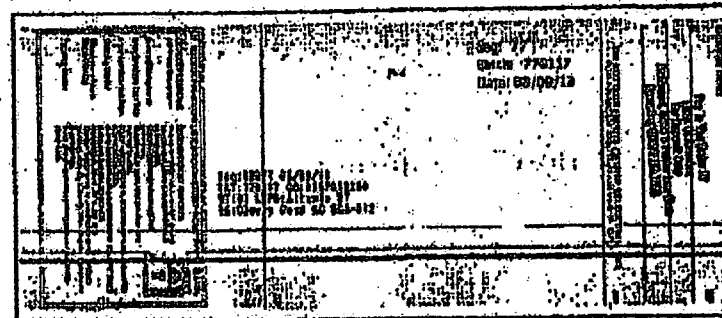
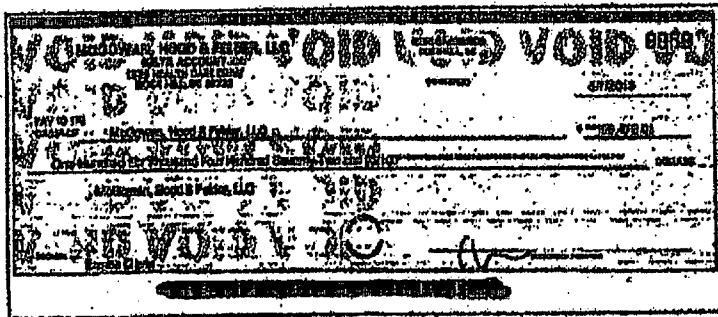
Check number: 9867 | Amount: \$31,000.00

MCGOWAN, HUGH & FELDER, LLC		EST. OF Assets	9867
1500 KENNESAW DRIVE KENNESAW, GA 30144		FL 10000	
PAY TO THE ORDER OF	<u>MICHAEL Y. SHERRY</u>	DATE	<u>8/7/2014</u>
<u>THIRTY ONE THOUSAND AND NO/100</u>		AMOUNT	<u>\$ 31,000.00</u>
MICHAEL Y. SHERRY		CHECK NO.	
CASH			

MICHAEL Y. SHERRY	
8/7/2014	
\$ 31,000.00	
THIRTY ONE THOUSAND AND NO/100	
MICHAEL Y. SHERRY	
CASH	

MCGOWAN035199

Check number: 9868 | Amount: \$106,472.03



MCGOWAN005200

Check number: 9869 | Amount: \$304,200.00

VOID VOID VOID VOID

Check number: 9869
Amount: \$304,200.00

Check A. McGowan, P.C.
1000 Center Woods Dr.
Atlanta, GA 30328

Check A. McGowan, P.C.
1000 Center Woods Dr.
Atlanta, GA 30328

VOID VOID VOID VOID

Check number: 9869
Amount: \$304,200.00

Check A. McGowan, P.C.
1000 Center Woods Dr.
Atlanta, GA 30328

Check A. McGowan, P.C.
1000 Center Woods Dr.
Atlanta, GA 30328

McGOWAN005201

[illegible][illegible]

R 1043

**For Defendants' Exhibit 44,
see Record p. 629
(Duplicate of Plaintiff's Exhibit 5)**

From: Ashley Creech
Sent: Thursday, August 22, 2013 10:56 AM
To: Annie Hutchins
Cc: Chad McGowan
Subject: Re: Your Messages

I spoke with him and he said that he was upset because "they went over his head." I explained that by law he wasn't entitled to anything and Mr. Strong gave the money because he knew that he was important to Mr. Davis. I also explained the the court had to approve the settlement. He said he didn't have any more questions but that he was going to "talk to someone" to figure out what his rights were. I said I would be happy to speak to any attorney he consulted with.
-Ashley

Sent from my iPhone

On Aug 22, 2013, at 9:35 AM, "Annie Hutchins" <ahutchins@mcgowanhood.com> wrote:

He signed the check which I just had Kathy pull a copy.

From: Chad McGowan
Sent: Thursday, August 22, 2013 9:35 AM
To: Ashley Creech
Cc: Annie Hutchins
Subject: Re: Your Messages

Yes. This is a man. Not formally adopted. Not biologically her child. Not a legal claimant. Emma did raise him but not her child.

Chad McGowan
McGowan, Hood, & Felder LLC
803-327-7800 (office)
803-984-8866 (cell)
Sent from my iPhone

On Aug 22, 2013, at 2:25 PM, "Ashley Creech" <acreech@mcgowanhood.com> wrote:

I can call her. Asking Annie to send me settlement docs. Were we aware of her?

Sent from my iPhone

Begin forwarded message:

From: <CSR@ContinentalMessage.com>
Date: August 22, 2013, 9:02:49 AM EDT
To: <acreech@mcgowanhood.com>
Subject: Your Messages



McGOWAN005210

688225

688225

000008563

Thu 22-Aug-13 09:00a

Other

For: Annie

Caller: Willie Bell

Phone: 1803-633-1049

Message: [I'm calling concerning Emma Davis, she passed 3 years ago, I was not aware of the lawyer she spoke to. Stewart law firm gave me the number to call and ask for Annie. I feel I was treated wrong in the decision of the settlement that was handed out for 2.2 million dollars. I am her only child and I want to be treated fair. I did not receive any money from the decision. Her great niece Tanisha Gilmore has nothing to do with this situation and she was awarded so money. That was my mom and I was her only child. I feel I was supposed to get some money and not Tanisha. I also do landscaping and I may not hear my phone ring sometimes so please leave a message and I will return your call if you do not reach me.]

Message History Account: 8563

Taken: Thu 22-Aug-2013 8:28a SVM

Given: Thu 22-Aug-2013 8:28a SVM

Serial#: 1

Delivered To: Office

688225

MOGOWAN005211

AT&T 4G

12:06 PM

84%

Messages

Pete Strom

Edit

Oct 30, 2013, 6:05 PM

Chad, I left you a VM.
Please listen. Willie Bell
has a birth certificate
certifying that Emma Davis
was his mother. Gilmore
doesn't list him in the
probate filining neither
does she list Strong as a
potential heir but in the
circuit court file she pleads
Strong is sole beneficiary.
Further she was
discharged on 2/21/11 as
PR and she had no legal
authority to settle the
case. Also I don't see
where there was an
appropriate finding of
facts to establish Strong
an "common law" and
bases on review of
obituary, the fact they did

EXHIBIT

DFT 46



iMessage



494200

569521

MCGOWAN004581

AT&T 4G

12:06 PM

84% 

Messages

Pete Strom

Edit

listed as spouse on life insurance, is problematic. This is a mess.

iMessage

Oct 30, 2013, 7:15 PM

Sounds like it is. I can tell you my role the testimony and whatnot. Every family member that spoke with said that mr strong was the uncontested husband and that mrs Davis had no kids. These were her sisters. The pr also swore that she was pr and that mr strong was the only her. We can talk more tomorrow.

Delivered

Oct 31, 2013, 12:32 PM

Chad, I talked with Willie and he said Tenisha has



iMessage



494200

569521

MCGOWAN004582

R 1049

Messages

Pete Strom

Edit

Sounds like it is. I can tell you my role the testimony and whatnot. Every family member that spoke with said that mr strong was the uncontested husband and that mrs Davis had no kids. These were her sisters. The pr also swore that she was pr and that mr strong was the only heir. We can talk more tomorrow.

Delivered

Oct 31, 2013, 12:32 PM

Chad, I talked with Willie and he said Tenisha has never discussed anything about his mom estate or money died.

Nov 1, 2013, 1:48 PM

Chad, any update?



iMessage



494200

569521

MOGOWAN004583

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Willie Bell,

Plaintiff,

vs.

Tanisha Gilmore, and Andrew Strong,

Defendants.

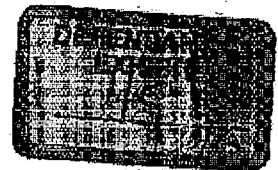
IN THE COURT OF COMMON PLEAS

**AFFIDAVIT OF WILLIE BELL IN SUPPORT OF MOTION FOR
TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION**

Personally appeared before me, Willie Bell, who, after being duly sworn, deposes and testifies as follows:

1. I am over the age of eighteen and competent to testify in the matters in this affidavit;
2. I am the adopted son of Emma Davis;
3. My mom adopted me when I was a small child and I lived with her almost my entire life, including at the time she passed;
4. My mom was Tanisha Gilmore's great aunt;
5. My mom passed away on February 11, 2010, and did not leave a Will. A copy of her death certificate is attached as Exhibit 1 to this Affidavit of Willie Bell.
6. On the Death Certificate, my name is listed as the Informant;
7. On the Death Certificate, under relationship to the decedent, my name is listed as Son;
8. I am listed in my mom's obituary as her son. A copy of the Obituary of Emma Davis dated February 16, 2010 is attached as Exhibit 2 to this Affidavit;

RELL 00136



666225

R 1051

9. In addition to the death certificate and obituary listing me as the son of Emma Davis, my mom's name is listed on my Birth Certification under Mother's Maiden Name. A copy of my Birth Certification is attached as Exhibit 3 to this Affidavit;
10. I was never informed about the underlying action, which gave rise to the settlement;
11. I first learned of the litigation when Tanisha Gilmore called me and told me not to believe what I saw in the paper;
12. I then got a newspaper and read about the underlying case and the settlement approval;
13. Tanisha Gilmore assured me that the money was not as much as was reported in the newspaper;
14. Tanish Gilmore told me I was going to receive only \$100,000.00 from the settlement;
15. Recently, Andrew Strong delivered a check to me for \$100,000.00 made payable to Mr. Strong and I jointly;
16. I have heard that Tanisha Gilmore received more money from the settlement than was Ordered by the Court and more than I received as well;
17. I have heard that Tanisha Gilmore has given money and/or spent money on behalf of her mother, Linda Gilmore;
18. I have heard that Aylene Jordan and Rosa Hall received some of the settlement funds;
19. I have heard that Andrew Strong has given money to his siblings and the siblings of my mom;
20. I ask the Court to enter an injunction to maintain the status quo until such time as the Court can determine the correct heirs to the Estate of Emma Davis; and
21. Further affiant says: not.

BELL 00137

Wallis Bell
Wallis Bell

SWORN TO AND SUBSCRIBED BEFORE ME

this 1st day of November, 2013

John R. Alphin
Notary Public
My Commission Expires:

BELL 00138

688225

R 1053

EXHIBIT

1

#432825

688225

R 1054

[illegible]

SC 00770890

ISSUED FEB 17 2010

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

C. Earl Hunter
Comptroller and State Registrar

This shot is not until links prepared on an unprinted border displaying the state seal and library access logo.

Electrical PWS, 1954-1959

Huang Zhao
Cung Hsiao
Assistant State Registrar



492855

588225

R 1055

EXHIBIT

2

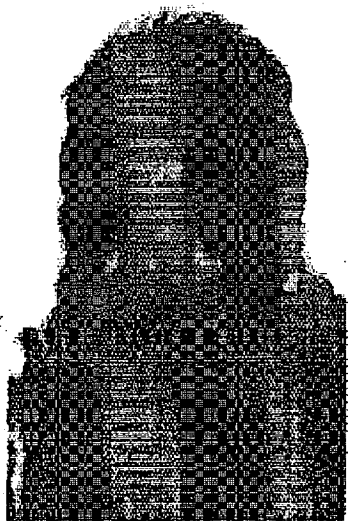
#492865

688225

AAA

SHARE 11/11/11

The funeral for Miss Emma "Monk" Davis of ██████████ St. was held at 1 p.m. Tuesday, Feb. 16, at Mount Zion Baptist Church in Blackstock. The Rev. Michael Cline officiated, the Rev. Moses Lightner delivered the eulogy and Evangelist Noreen Y. Ruff and the Rev. J.D. McClurkin assisted. Burial followed in the church cemetery.



Buy this photo

Born in Chester County on [REDACTED] 1941, she was a daughter of the late Monroe Davis Sr. and Marie Young Davis. She attended the public schools of Chester County and was formerly employed with Philips Products of Chester.

#492865

Jaheem Strong, all of Chester, and five devoted friends, Annette Strong of Chester and Gennette Strong, Debbie Strong, Mary A. Featherstone and Rose Foster, all of Blackstock.

She was preceded in death by a brother, William Davis.

King's Funeral Home, 135 Cemetery St., Chester, was in charge of arrangements.

#492055

688225

EXHIBIT

3

#492865

688225

R 1059

STATE OF SOUTH CAROLINA

DEPARTMENT OF HEALTH

BIRTH CERTIFICATION

STATE FILE NUMBER: 159-09-000837

NAME OF REGISTRANT: WILLIE LEE BULL

DATE OF BIRTH: JANUARY 13, 1969

SEX: MALE

PLACE OF BIRTH: CHESTER, SOUTH CAROLINA

COUNTY OF BIRTH: CHESTER

MOTHER'S MAIDEN NAME: EMMA DAVIS

MOTHER'S PLACE OF BIRTH: SOUTH CAROLINA

FATHER'S NAME: NO FATHER LISTED

FATHER'S PLACE OF BIRTH: NOT LISTED

DATE RECORD FILED: JANUARY 22, 1969

DATE ISSUED: SEPTEMBER 18, 2013

SPECIAL INSTRUCTIONS:

NA

SC02983213

This is a true certification of the facts on file in the Division of Vital Records, S.C. Department of Health and Environmental Control.

Catherine J. Templeton
Catherine Templeton
Director and State Registrar

Huang Zhao
Huang Zhao
Assistant State Registrar

This copy is not valid when prepared on an unsecured device displaying the state seal and issuing agency logo.

Revised 04/11/2012



STATE OF SOUTH CAROLINA

COUNTY OF YORK

Tanisha Gilmore, as Personal Representative
of the Estate of Emma Davis, and Andrew
Strong,

Plaintiff,

vs.

Amisub of SC, d/b/a Piedmont Medical
Center; Carolina Cardiology, Vasant Patel,
MD, and Anesthesia Associates of Rock Hill,
PA,

Defendant.

IN THE COURT OF COMMON PLEAS
16th JUDICIAL CIRCUIT

CASE NO.: 2010-CP-46-03899

MOTION AND ORDER INFORMATION

FORM AND COVER SHEET

DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

NOV 13 PM 1:36

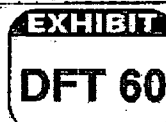
FILED-RECEIVED

Plaintiff's Attorney: Chad McGowan, Bar No. 9943 Address: 1539 Health Care Dr., Rock Hill, SC 29732 Phone: 803-327-7800/Fax 803-328-5656 E-mail: cmcgowan@mcgowanhood.com/Other:		Defendant's Attorney: George C. Beighley, Bar No. _____ Address: 1900 Barnwell Street, Columbia, SC 29201 Phone: _____ Fax _____ E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and II) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information Nature of Motion: Motion to Intervene Estimated Time Needed: 30 minutes Court Reporter Needed: ☒ YES ☐ NO			
SECTION II: Motion/Order Type ☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. Signature of Attorney for ☐ Plaintiff / ☐ Defendant 11/13/2013 Date submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court, or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	



647111

STROM LAW 000079



STROM000061

R 1061

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

647111

STROM000062

STROM LAW 000080

R 1062

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Tanisha Gilmore, as Personal Representative of the
Estate of Emma Davis, and Andrew Strong,

C/A. 2010-CP-46-03899

Plaintiff,

vs.

Amisub of SC, d/b/a Piedmont Medical Center;
Carolina Cardiology, Vasant Patel, MD, and
Anesthesia Associates of Rock Hill, PA,

Defendants.

FILED-RECEIVED
2013 NOV 13 PM 1:36
DAVID HAMILTON
S. C. CLERK & S.
YORK COUNTY, SC

MOTION TO INTERVENE FOR PURPOSES OF FILING A RULE 60 MOTION

Comes now, Willie Bell, son of the deceased Emma Davis, by and through his undersigned Counsel of Record, J. Preston Strom, Jr., and files his Motion to Intervene for the purposes of filing a Rule 60 Motion. For the reasons set forth in the accompanying Memorandum and Exhibits, which are incorporated by reference, Mr. Bell's Motion to Intervene should be granted.

Respectfully Submitted, this 13th day of November, 2013

Strom Law Firm, LLC



J. Preston Strom, Jr.
peterstrom@stromlaw.com
John R. Alphin
jalphin@stromlaw.com
2110 N. Beltline Blvd.
Columbia, South Carolina 29204
Telephone: (803) 252-4800
Fax: (803) 252-4801

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Tanisha Gilmore, as Personal Representative of the
Estate of Emma Davis, and Andrew Strong,

Plaintiff,

vs.

Amisub of SC, d/b/a Piedmont Medical Center;
Carolina Cardiology, Vasant Patel, MD, and
Anesthesia Associates of Rock Hill, PA,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A. 2010-CP-46-03899

DAVID HAMILTON
Clerk of Court
YORK COUNTY, SC

2013 NOV 13 PM 1:36

FILED-RECEIVED

MEMORANDUM IN SUPPORT OF MOTION TO INTERVENE

Comes now, Willie Bell, son of the deceased Emma Davis, by and through his undersigned Counsel of Record, J. Preston Strom, Jr., and files this Memorandum in Support of his Motion to Intervene.

BACKGROUND AND FACTS

On February 11, 2010, the deceased, Emma Davis, passed away without leaving a Will. Exhibit A, Affidavit of Willie Bell at Exhibit 1, Certificate of Death. On the Death Certificate, Willie Bell is listed as the Informant; and under relationship to the decedent, Mr. Bell was listed as Son. Willie Bell was listed in the obituary as the son of Emma Davis. Exhibit A, Affidavit of Willie Bell at Exhibit 2, Obituary of Emma Davis dated February 16, 2010. In addition to the death certificate and obituary listing Willie Bell as the son of Emma Davis, Ms. Davis is also listed on as Mr. Bell's mother on his Birth Certification. Exhibit A, Affidavit of Willie Bell at Exhibit 3, Birth Certification for Willie Bell. Despite being listed as Mrs. Davis' son in each of these documents, Tanisha Gilmore filed an Application for Appointment in the Probate Court for

Chester County that did not include his name as an heir. Exhibit B, Application for Appointment dated February 19, 2010 at 4b. In her Application, Ms. Gilmore listed the only heirs of the Estate as Rosa Hall and Atlean D. Jordan. Id. Ms. Gilmore obtained waivers and nominations to serve from the two heirs listed, one of which was her mother and attached the same with her Application. Exhibit C, Waivers signed by Rosa Hall and Atlean D. Jordan.¹ As a result, she was appointed personal representative without public notice or notice to Mr. Bell. Exhibit D, Certificate of Appointment for the Estate of Emma Davis dated February 19, 2010.

After her appointment, Ms. Gilmore retained McGowan, Hood, and Felder, LLC to represent the Estate in this loss of consortium, survival and wrongful death action. This action was filed on September 15, 2010. At no time prior to the filing of this action nor at any time subsequent to the filing of this action did Andrew Strong file a petition with the Probate Court to be determined as the common-law husband of Emma Davis. As stated above, Mr. Strong was not listed as an heir on the Application for Appointment filed by Tanisha Gilmore. The Probate Court discharged Ms. Gilmore as Personal Representative and closed the Estate of Emma Davis on February 21, 2011 without making any determination as to heirs. Exhibit E, Certificate of Discharge dated February 21, 2011. Despite these facts, Plaintiffs filed a joint Petition for Approval of Settlement stating that Andrew Strong was the Common Law Husband of the deceased and that "Tanisha Gilmore is the duly appointed Personal Representative of the Estate of Emma Davis." Exhibit F, Petition for Approval of Settlement filed August 1, 2013. The Petition at Paragraph 5 sets forth that Andrew Strong is "the sole heir and beneficiary of the Estate of Emma Davis." Exhibit F, Petition for Approval of Settlement filed August 1, 2013 at ¶5. At the time this petition was filed, none of the Plaintiffs' statements were true. However,

¹ Upon information and belief, both received funds from Mr. Strong from this settlement. Exhibit A, Affidavit of Willie Bell at ¶¶ 19 and 20.

based on these representations, the Court entered an Order, which was filed August 1, 2013, that awarded all net settlement proceeds to Mr. Strong.

Mr. Bell was never informed about this action and first learned of the litigation when Tanisha Gilmore called him and told him not to believe what he saw in the paper at which time he read about the case and the settlement approval in the newspaper. Exhibit A, Affidavit of Willie Bell at ¶¶ 11 and 12. Ms. Gilmore assured Mr. Bell that the money was not that much and that Mr. Bell was going to receive only \$100,000.00. Exhibit A, Affidavit of Willie Bell at ¶¶ 13 and 14. Mr. Bell is not listed in the Order Approving Settlement filed August 1, 2013. Exhibit G, Order Approving Settlement filed August 1, 2013. Recently, Mr. Strong delivered a check to Mr. Bell for \$100,000.00 made payable to Mr. Strong and Mr. Bell jointly. Exhibit A, Affidavit of Willie Bell at ¶15. Mr. Bell seeks to intervene in this action so that he may file a Rule 60 Motion to correct the heirs listed in the Order. Exhibit A, Affidavit of Willie Bell at ¶16. Mr. Bell also has filed an action against Tanisha Gilmore and Andrew Strong in which he is seeking a TRO and Temporary injunction against any person who received any portion of the settlement proceed to stop them from spending the settlement proceeds until such time as the Probate and Circuit Courts determine the Heirs of the Estate and rule on his Rule 60 Motion.

LAW AND ARGUMENT

"Intervention should be liberally granted, particularly where judicial economy will be promoted by the declaration of rights of all parties who may be affected. Each case will be examined in the context of its unique facts and circumstances." In re Horry Cnty. State Bank, 361 S.C. 503, 507 604 S.E.2d 723, 725 (Ct. App. 2004). "A party seeking intervention as of right, in the absence of a statute conferring an unconditional right to intervene, must: (1) establish timely application; (2) assert an interest relating to the property or transaction which is

the subject of the action; (3) demonstrate that it is in a position such that without intervention, disposition of the action may impair or impede its ability to protect that interest; and (4) demonstrate that its interest is inadequately represented by other parties." In re Horry Cnty. State Bank, 361 S.C. at 503, 604 S.E.2d at 723 (Ct. App. 2004).

Applying the facts of this case to the first two factors, Mr. Bell easily satisfies the first two prongs. As to the first element, timely application, Mr. Bell filed this Motion within a very short period of time after discovering the facts as set forth in his affidavit and in this motion. Rule 60 provides up to a year to move for a correction of an Order and it has been less than seventy-five (75) days. Such a short time period satisfies the first factor.

As to the second element, interest in the subject of the action, Mr. Bell is the son of Emma Davis and as such is entitled to receive all or a portion of the wrongful death proceeds. In this case, Mr. Strong did not make timely application to be determined as the common-law spouse. Mr. Bell has produced a birth certificate identifying him as the son of Emma Davis. See Exhibit A, Affidavit of Willie Bell at Exhibit 3. As a result, Mr. Bell has established himself as an heir to the Estate of Emma Davis. As an heir, Mr. Bell would be entitled to the net proceeds of the settlement and has an interest in the subject of the action. Mr. Bell also has an interest in this matter to ensure that the record and the Order of the Court are correct. Based on these facts, Mr. Bell has satisfied the second factor.

Turning to the third prong, the facts of this case make clear that Mr. Bell's interests would be impaired if he is not allowed to intervene. Plaintiffs in this matter have not protected the interests of Mr. Bell. Mr. Bell was never informed about this action and first learned of the litigation when Tanisha Gilmore called him and told him not to believe what he saw in the paper at which time he read about the case and the settlement approval in the newspaper. Exhibit A,

Affidavit of Willie Bell at ¶¶ 11-13. Ms. Gilmore assured Mr. Bell that the money was not that much and that Mr. Bell was going to receive only \$100,000.00. Exhibit A, Affidavit of Willie Bell at ¶14. Mr. Bell is not listed in the Order Approving Settlement filed August 1, 2013. Exhibit G, Order Approving Settlement filed August 1, 2013. Mr. Strong delivered a check to Mr. Bell for \$100,000.00 made payable to Mr. Strong and Mr. Bell jointly. Exhibit A, Affidavit of Willie Bell at ¶15. The truth is that one million two hundred thousand dollars (\$1,200,000.00) in settlement proceeds should have been received by Mr. Bell. As a result of Plaintiffs conduct, Mr. Bell to date has only received \$100,000.00. Mr. Bell's interest will be impaired if he is not allowed to intervene and file his Rule 60 Motion. Therefore, the third prong is satisfied.

To determine whether the adequacy of representation, which is the fourth and final prong, the Court looks to "(1) whether the existing parties will undoubtedly make all of the intervenor's arguments; (2) whether the existing parties are capable and willing to make such arguments; and (3) whether the intervenor offers different knowledge, experience, or perspective on the proceedings that would otherwise be absent." In re Horry Cnty. State Bank, 361 S.C. 503, 508-09, 604 S.E.2d 723, 726 (Ct. App. 2004) citing Berkeley Electric Co-op., Inc. v. Town of Mt. Pleasant, 302 S.C. 186, 191, 394 S.E.2d 712, 715 (1990). However, commentators have noted that adequacy of representation cases generally fall into one of three categories with the first being cases where "the interest of the absentee is not represented at all" or where "all existing parties are adverse to him." In re Horry Cnty. State Bank, 361 S.C. at 509-10, 604 S.E.2d at 726 citing 7C Charles A. Wright, Arthur R. Miller & Mary K. Kane, Federal Practice and Procedure § 1909, at 318-49 (2d ed.1986). "In these situations there is an obvious lack of adequate representation." Id. Based on the facts and circumstances, this case falls into this category. Plaintiffs stand to gain the settlement proceeds at the expense of Mr. Bell. Such a

direct conflict makes for and "obvious lack of adequate representation." As a result, and based on the conduct of the Mr. Strong and Ms. Gilmore, the Plaintiffs in this action did not represent Mr. Bell's interest and they are adverse to him now that they have received settlement funds that should have gone to Mr. Bell. As a result, Plaintiffs have not adequately represented the interests of Mr. Bell and fourth and final prong is satisfied.

CONCLUSION

For the reasons set forth above, Mr. Bell has satisfied the four prong of the test set forth in In re Horry Cnty. State Bank and, as a result, his Motion to Intervene should be granted.

Respectfully Submitted, this 13th day of November, 2013

Strom Law Firm, LLC



J. Preston Strom, Jr.
petestrom@stromlaw.com
John R. Alphin
jalphin@stromlaw.com
2110 N. Beltline Blvd.
Columbia, South Carolina 29204
Telephone: (803) 252-4800
Fax: (803) 252-4801

2013 CP-463482

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Willie Bell,

Plaintiff,

vs.

Tanisha Gilmore, and Andrew Strong,

Defendants.

IN THE COURT OF COMMON PLEAS

VERIFIED COMPLAINT

The Plaintiff, Willie Bell, by and through his undersigned Counsel, J. Preston Strom, Jr., complaining of the Defendants, would respectfully show unto this Court as follows:

1. The Plaintiff, Willie Bell, is a resident of Chester County.
2. Defendant, Tanisha Gilmore, is a resident and citizen of South Carolina.
3. Defendant, Andrew Strong, is a resident and citizen of South Carolina.
4. The actions complained of herein took place in York County.
5. Venue is proper in the Court of Common Pleas for York County.
6. This Court has personal jurisdiction over the parties and subject matter

jurisdiction over this matter.

FACTUAL BACKGROUND

7. Plaintiff reasserts the allegations contained in the preceding paragraphs as fully as if repeated verbatim herein.

8. On February 11, 2010, Plaintiff's mother, Emma Davis, passed away without leaving a Will.

9. On the Death Certificate, Willie Bell is listed as the Informant; and under relationship to the decedent, Mr. Bell was listed as Son.

10. Willie Bell was listed in the obituary of Emma Davis as the son of Emma Davis.
11. In addition to the death certificate and obituary listing Willie Bell as the son of Emma Davis, Ms. Davis is also listed on as Mr. Bell's mother on his Birth Certification.
12. Despite being listed as Mrs. Davis' son in each of these documents, Tanisha Gilmore filed an Application for Appointment in the Probate Court for Chester County that did not include Mr. Bell's name as an heir.
13. In her Application, Ms. Gilmore listed the only heirs of the Estate as Rosa Hall and Atlean D. Jordan.
14. Ms. Gilmore obtained waivers and nominations to serve from the two heirs listed, and attached the same with her Application.
15. Upon information and belief, Rosa Hall and Atlean D. Jordan received funds from Mr. Strong from a wrongful death settlement involving the Estate of Emma Davis.
16. As a result of Ms. Gilmore's false filings, she was appointed personal representative the same day as her application without public notice or notice to Mr. Bell.
17. After her appointment as Personal Representative, Ms. Gilmore retained McGowan, Hood, and Felder, LLC to represent the Estate in a loss of consortium, survival and wrongful death action on behalf of the Estate of Emma Davis. The Complaint in that action was filed on September 15, 2010.
18. Mr. Strong was not listed as an heir on the Application for Appointment filed by Tanisha Gilmore but was listed as the surviving spouse in the Complaint.
19. The Probate Court discharged Ms. Gilmore as Personal Representative and closed the Estate of Emma Davis on February 21, 2011 without making any determination as to heirs.

20. Despite these facts, Defendants filed a joint Petition for Approval of Settlement in the Court of Common Pleas in York County stating that Andrew Strong was the Common Law Husband of the deceased and that "Tanisha Gilmore is the duly appointed Personal Representative of the Estate of Emma Davis."

21. At the time this petition was filed, none of the statements made by Ms. Gilmore and Mr. Strong were true.

22. However, based on these representations, the Court entered an Order, which was filed August 1, 2013, that awarded all net settlement proceeds (approximately one million two hundred thousand dollars (\$1,200,000.00)) "Settlement Funds" to Mr. Strong. Plaintiff has filed a Motion to Intervene in that action for purposes of filing a Rule 60 Motion to correct the error in the Order.

23. Mr. Strong did not comply with South Carolina Code Section 62-2-802 and obtain any finding as to his status as the alleged common-law husband of Emma Davis. At no time prior to the filing of the underlying action nor at any time subsequent to the filing of that action did Andrew Strong file a petition with the Probate Court to be determined as the common-law husband of Emma Davis as is required by Statute.

24. Plaintiff, Willie Bell was never informed about the underlying action and first learned of the litigation when Tanisha Gilmore called him and told him not to believe what he saw in the paper at which time he read about the case and the settlement approval in the newspaper.

25. Ms. Gilmore assured Mr. Bell that the money was not as much as reported and that Mr. Bell was going to receive only \$100,000.00.

26. Mr. Bell is not listed in the Order Approving Settlement filed August 1, 2013.

27. However, Mr. Strong delivered a check to Mr. Bell for \$100,000.00 made payable to Mr. Strong and Mr. Bell jointly.

FOR A FIRST CAUSE OF ACTION
(CONVERSION)

28. Plaintiff reasserts the allegations contained in the preceding paragraphs as fully as if repeated verbatim herein.

29. Defendants assumed and exercised the right of ownership over the Settlement Funds without authorization from Plaintiff.

30. Defendants' assumption and exercise of the right of ownership over the Settlement Funds was to the alteration of the funds and the exclusion of the Plaintiff's rights of ownership of the proceeds.

31. Defendants' assumption and exercise of the right of ownership over the Settlement Funds was without the knowledge or consent of Plaintiff.

32. Plaintiff has demanded that Defendants return the Settlement Funds, but Defendants have failed and refused to return said Settlement Funds or the proceeds of the Settlement Funds to the Plaintiff.

33. Therefore, the Defendants are liable to the Plaintiff for the full amount of the Settlement Funds taken, plus prejudgment interest, plus an appropriate amount of punitive damages.

FOR A SECOND CAUSE OF ACTION
(CONSTRUCTIVE TRUST)

34. Plaintiff reasserts the allegations contained in the preceding paragraphs fully as if repeated verbatim herein.

35. The Defendants obtained the Settlement Funds by misrepresentation, false pretenses, and conversion.

36. Some of the Settlement Funds were used by the Defendants to purchase the Real Properties, and for other personal expenditures.

37. Therefore, the Real Properties, and other personal expenditures and any remaining portions and/or proceeds of the Settlement Funds do not equitably belong to the Defendants and a constructive trust has arisen over the Real Properties, and other personal expenditures and remaining portions and/or proceeds of the Settlement Funds.

38. Accordingly, Plaintiff is entitled to an order creating or imposing a constructive trust over the Real Properties, and other personal expenditures and remaining portions and/or proceeds of the Settlement Funds.

39. Plaintiff is further entitled to an order requiring Defendants to transfer to Plaintiff the Real Properties, and other personal expenditures and remaining portions and/or proceeds of the Settlement Funds.

FOR A THIRD CAUSE OF ACTION
(INJUNCTION)

40. Plaintiff reasserts the allegations contained in the preceding paragraphs fully as if repeated verbatim herein.

41. Plaintiff is informed and believes that unless restrained and enjoined by Order of this Court, Defendants will attempt to transfer or otherwise encumber the Real Properties, and other personal expenditures and remaining portions and/or proceeds of the Settlement Funds to an innocent purchaser or purchasers, and will attempt to remove the Real Properties, and other personal expenditures and remaining portions and/or proceeds of the Settlement Funds from the jurisdiction of this Court.

42. Therefore, Plaintiff is entitled to an order enjoining Defendants from transferring, encumbering or disposing of the Real Properties, and other personal expenditures and remaining portions and/or proceeds of the Settlement Funds improperly taken from the Plaintiff.

FOR A FOURTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY AS TO TANISHA GILMORE)

43. Plaintiff reasserts the allegations contained in the preceding paragraphs fully as if repeated verbatim herein.

44. Tanisha Gilmore was appointed by the Chester County Probate Court to serve as the Personal Representative for the Estate of Emma Davis.

45. As the Personal Representative and fiduciary for the Estate, Ms. Gilmore had certain duties and responsibilities to the Estate and the heirs of the Estate.

46. Defendant Gilmore owed Plaintiff duties of a very delicate, exacting, and confidential character, requiring a high degree of fidelity and good faith, and competence.

47. Defendant Gilmore breached her fiduciary duty to Plaintiff Willie Bell by certain actions, including, but not limited to:

- (a) failing to notify Plaintiff of the Probate of Mr. Bell's mother's estate;
- (b) failing to include Mr. Bell in the Probate Court filing or Circuit Court filing;
- (c) failing to include Mr. Bell as an heir in any settlement;
- (d) receiving a fee larger than approved by the Court;
- (e) providing false information to the Probate Court, Circuit Court, and Plaintiff;

and

- (f) such other items as may be determined at the trial of this matter.

48. As a direct and proximate result of Defendant Gilmore's acts, Plaintiff has been actually, specially, incidentally, and consequentially damaged in an amount in excess of \$1,200,000.00, which is to be more specifically determined at trial.

WHEREFORE, Plaintiff prays that this honorable Court enter its Order awarding the following relief:

A. As to the First Cause of Action, awarding judgment in favor of the Plaintiff and against Defendants, in the total amount of the Settlement Funds (of at least \$1,200,000.00), plus prejudgment interest and an appropriate amount of punitive damages.

B. As to the Second Cause of Action, creating or imposing a constructive trust over the Real Properties, and other personal expenditures and any remaining portions and/or proceeds of the Settlement Funds, and ordering the Defendants to transfer to Plaintiff the Real Properties, and other personal expenditures and any remaining portions and/or proceeds of the Settlement Funds, including any cash assets held in banking institutions.

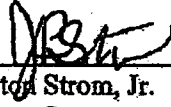
C. As to the Third Cause of Action, enjoining the Defendants from transferring, encumbering or disposing of the Real Properties, and other personal expenditures and any remaining portions and/or proceeds of the Embezzled Funds, including any cash assets held in banking institutions.

D. As to the Fourth Cause of Action, against Tanisha Gilmore, awarding judgment in favor of Willie Bell and against Defendant in the total amount of wrongfully paid Settlement Funds, plus other damages, prejudgment and post judgment interest, and punitive damages.

E. For such other and further relief as the Court deems just and proper.

Respectfully Submitted, this 13th day of November, 2013

Strom Law Firm, LLC



J. Preston Strom, Jr.

petestrom@stromlaw.com

John R. Alphin

jalphin@stromlaw.com

2110 N. Beltline Blvd.

Columbia, South Carolina 29204

Telephone: (803) 252-4800

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2013-CP-46-3482

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Willie Bell,

Plaintiff,

vs.

Tanisha Gilmore, and Andrew Strong,

Defendants.

IN THE COURT OF COMMON PLEAS

VERIFICATION

Personally appeared before me, Willie Bell, being duly sworn says as follows:

1. I am the Plaintiff in the foregoing action.
2. I have read the Complaint and the allegations therein are true to the best of my knowledge except those that state upon information and belief and as to those, I believe them to be true.

Willie Bell
Willie Bell

SWORN TO AND SUBSCRIBED before me this
11th day of November, 2013.

John R. Alph
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/24/2017

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DAVID J. HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

2013CP-46-3482

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Willie Bell,

Plaintiff,

vs.

Tanisha Gilmore, and Andrew Strong,

Defendants.

IN THE COURT OF COMMON PLEAS

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CLERK OF COURT
YORK COUNTY, SC

**MOTION FOR TEMPORARY RESTRAINING ORDER
AND TEMPORARY INJUNCTION**

Comes now, Willie Bell, son of Emma Davis, by and through his undersigned Counsel of Record, J. Preston Strom, Jr., and files his Motion for a Temporary Restraining Order and a Temporary Injunction.

Generally, for a preliminary injunction to be granted, the plaintiff must establish that: "(1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law." Poynter Invs., Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 586-87, 694 S.E.2d 15, 17 (2010). In order for the plaintiff to obtain a temporary restraining he must show to the court that there would be irreparable harm and injury done to the plaintiff by the defendants prior to the court scheduling a hearing on the injunction. The courts are instructed to only enter ex parte temporary restraining orders in extreme situations and to schedule a hearing on the temporary injunction as soon as possible.

The facts and circumstances of this case present the rare exception when the high bar for a Temporary Restraining Order and a Temporary Injunction is cleared. Each day an injunction is



not in place is another day that the Defendants can further dissipate the Settlement Funds they have improperly received from the Estate of Emma Davis. "When a court is requested to issue a temporary injunction it may consider the merits of a case to the extent necessary to determine whether a temporary injunction is appropriate." Helsel v. City of N. Myrtle Beach, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992). "Once a prima facie showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits." Helsel, 307 S.C. at 32, 413 S.E.2d at 826 (1992).

Turning to the first prong, Mr. Bell will suffer irreparable harm if the injunction is not granted. "The purpose of an injunction is to preserve the status quo and prevent possible irreparable injury to a party pending litigation." Peek, 367 S.C. at 455, 626 S.E.2d at 36-37. That is the exact purpose of this Motion. As set forth in Mr. Bell's affidavit, he seeks a Temporary Restraining Order and Temporary Injunction against Tanisha Gilmore and Andrew Strong to prevent them from further transferring any portion of the settlement proceeds and to stop them from spending the settlement proceeds until such time as the Circuit and Probate Courts can determine the Heirs of the Estate. Exhibit A, Affidavit of Willie Bell dated November 7, 2013 at ¶20. In his affidavit, Mr. Bell makes clear that Ms. Gilmore and Mr. Strong have transferred some of the Settlement Funds to other family members, including the Plaintiff. The continued transfer of assets outside of the reach of the Court causes Mr. Bell irreparable harm as those funds may be spend and not be able to be recovered. As a result, a temporary restraining order and a temporary injunction would preserve the status quo until such time as the heirs of the Estate can be correctly determined and would prevent the irreparable harm if the injunction is not granted.

Mr. Bell has filed a Complaint against Tanisha Gilmore and Andrew Strong, for Conversion, Constructive Trust, and for an Injunction. In addition, Mr. Bell brought a cause of action against Tanisha Gilmore for breach of fiduciary duty. Based on the background and facts of this case, Mr. Bell will succeed on the merits in this action.

On February 11, 2010, the deceased, Emma Davis, passed away without leaving a Will. Exhibit A, Affidavit of Willie Bell at Exhibit 1, Certificate of Death. On the Death Certificate, Willie Bell is listed as the Informant; and under relationship to the decedent, Mr. Bell was listed as Son. Willie Bell was listed in the obituary as the son of Emma Davis. Exhibit A, Affidavit of Willie Bell at Exhibit 2, Obituary of Emma Davis dated February 16, 2010. In addition to the death certificate and obituary listing Willie Bell as the son of Emma Davis, Ms. Davis is also listed on as Mr. Bell's mother on his Birth Certification. Exhibit A, Affidavit of Willie Bell at Exhibit 3, Birth Certification for Willie Bell. Despite being listed as Mrs. Davis' son in each of these documents, Tanisha Gilmore filed an Application for Appointment in the Probate Court for Chester County that did not include his name as an heir. Exhibit B, Application for Appointment dated February 19, 2010 at 4b. In her Application, Ms. Gilmore listed the only heirs of the Estate as Rosa Hall and Atlean D. Jordan. Id. Ms. Gilmore obtained waivers and nominations to serve from the two heirs listed, one of which was her mother and attached the same with her Application. Exhibit C, Waivers signed by Rosa Hall and Atlean D. Jordan.¹ As a result, she was appointed personal representative without public notice or notice to Mr. Bell. Exhibit D, Certificate of Appointment for the Estate of Emma Davis dated February 19, 2010.

After her appointment, Ms. Gilmore retained McGowan, Hood, and Felder, LLC to represent the Estate in this loss of consortium, survival and wrongful death action. The

¹ Upon information and belief, both received funds from Mr. Strong from this settlement. Exhibit A, Affidavit of Willie Bell at ¶¶ 19 and 20.

Complaint in that action was filed on September 15, 2010. At no time prior to the filing of that action nor at any time subsequent to the filing of the action did Andrew Strong file a petition with the Probate Court to be determined as the common-law husband of Emma Davis. Mr. Strong did not comply with South Carolina Code Section 62-2-802 and obtain any finding as to his status as the alleged common-law husband of Emma Davis. At no time prior to the filing of the underlying action nor at any time subsequent to the filing of that action did Andrew Strong file a petition with the Probate Court to be determined as the common-law husband of Emma Davis as is required by Statute.

As stated above, Mr. Strong was not listed as an heir on the Application for Appointment filed by Tanisha Gilmore. The Probate Court discharged Ms. Gilmore as Personal Representative and closed the Estate of Emma Davis on February 21, 2011 without making any determination as to heirs. Exhibit E, Certificate of Discharge dated February 21, 2011. Despite these facts, Plaintiffs filed a joint Petition for Approval of Settlement stating that Andrew Strong was the Common Law Husband of the deceased and that "Tanisha Gilmore is the duly appointed Personal Representative of the Estate of Emma Davis." Exhibit F, Petition for Approval of Settlement filed August 1, 2013. The Petition at Paragraph 5 sets forth that Andrew Strong is "the sole heir and beneficiary of the Estate of Emma Davis." Exhibit F, Petition for Approval of Settlement filed August 1, 2013 at ¶5. At the time this petition was filed, none of the Plaintiffs' statements were true. However, based on these representations, the Court entered an Order, which was filed August 1, 2013, that awarded all net settlement proceeds to Mr. Strong.

Mr. Bell was never informed about this action and first learned of the litigation when Tanisha Gilmore called him and told him not to believe what he saw in the paper at which time he read about the case and the settlement approval in the newspaper. Exhibit A, Affidavit of

Willie Bell at ¶¶ 11 and 12. Ms. Gilmore assured Mr. Bell that the money was not that much and that Mr. Bell was going to receive only \$100,000.00. Exhibit A, Affidavit of Willie Bell at ¶¶ 13 and 14. Mr. Bell is not listed in the Order Approving Settlement filed August 1, 2013. Exhibit G, Order Approving Settlement filed August 1, 2013. Recently, Mr. Strong delivered a check to Mr. Bell for \$100,000.00 made payable to Mr. Strong and Mr. Bell jointly. Applying these facts to each cause of action, Mr. Bell will succeed on each cause. As a result of the above and the conducts of the Defendants, Mr. Bell has shown a likelihood of success on the merits.

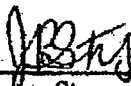
Turning to the final prong, Mr. Bell does not have an adequate remedy at law. "A temporary injunction is used to preserve the subject of controversy in the condition which it is at the time of the [o]rder until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation." Peek v. Spartanburg Reg'l Healthcare Sys., 367 S.C. 450, 457, 626 S.E.2d 34, 37 (Ct. App. 2005). While it is true that Mr. Bell can obtain a monetary award against each Defendant, this award is only available to the extent the Defendants have not spent the Settlement Funds or transferred them beyond the reach of the Court. In Mr. Bell's Affidavit, he makes clear that the Defendants have transferred Settlement Funds to other family members despite the fact they were not included in the Order entered by the Court. These transfers along with the potential for additional transfers by the Defendants yields the result that Mr. Bell does not have an adequate remedy at law and an injunction is necessary to maintain the status quo.

CONCLUSION

For the reasons set forth above and on the very specific facts and circumstances in this matter, Mr. Bell's Motion for a Temporary Restraining Order and Temporary Injunction should be granted.

Respectfully Submitted, this 13th day of November, 2013

Strom Law Firm, LLC



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 ROBERT D. HAZEL
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MELISSA K. MOORE
 WILLIAM B. FORTINO
 R. MICHAEL "NICK" RILEY, JR.
 M. BROOKS BIEDINGER
 AMBER L. FULMER
 SARAH TAYLOR CASSIDY
 MARGARET "MEG" HAZEL

RETIRED:
 BILLY C. COLEMAN††

MSALUDA OFFICE:
 (864) 443-4544 OR (866) 604-4544
 FOREENVILLE OFFICE:
 (864) 271-6371

November 18, 2013

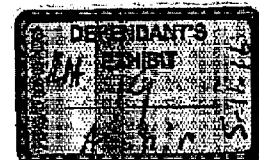
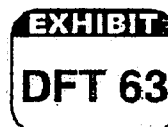
John R. Alphin, Esquire
 2110 N. Beltline Boulevard, Suite A
 Columbia, SC 29204

Re: Tanisha Gilmore, as the Personal Representative of the Estate of Emma Davis,
 and Andrew Strong v. Amisub of SC, Inc. d/b/a Piedmont Medical Center,
 Carolina Cardiology, Vasant Patel, MD, Ellenora Issac, RN, Gary Miller, RN,
 Debra Swartzman, RN, Norine Kuiper, CVT, Robert Baker, MD, and Anesthesia
 Associates of Rock Hill, PA
 C/A No. 10-CP-46-3899

Dear John:

I enjoyed discussing this matter with you on November 8, 2013. It is my understanding from our telephone conversation you represent an alleged heir of Ms. Davis. As I told you, we knew nothing about that heir during the settlement negotiations, settlement hearing, or payments. Instead, we relied upon the good faith filings of Ms. Davis' estate and its representative that the heirs were properly set forth. No one contested this whatsoever at the hearing. As you will note from the petition, there is a sworn statement of the representative that all heirs have been contacted and were aware of the hearing. It is my hope that no fraud has been committed on the court, but if it has, I did not know about it until your telephone call.

I understand from our telephone calls that you have no dispute with us continuing to make payments on the settlement agreement, that neither you nor your clients are contesting the propriety of the settlement agreement or the payments. You are merely contesting to whom the money should eventually go. You have authorized us to continue making payments as the settlement agreement calls for to Mr. McGowan's office which we will continue to do. If for any reason I am in error on this, please let me know. Otherwise, we will continue honoring our end of the settlement agreement.



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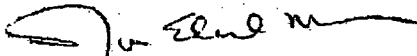
*Fellow of the American Academy of Matrimonial Lawyers
 **Certified Specialist in Bankruptcy & Debtor-Creditor Law

John R. Alphin, Esquire
November 18, 2013
Page 2

Please review this letter. If it properly sets forth what we have discussed, please sign the enclosed copy and return it to me so that we can move forward on this. If you have any questions, concerns, or corrections, please let me know.

Thank you for your consideration.

Sincerely,


James Edward Bradley

/nh

Enclosures

cc: Burns Davison
Chad Alan McGowan, Esquire

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

Willie Bell,

Plaintiff,

vs.

Tanisha Gilmore, and Andrew Strong,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2013-CP-46-3482

ORDER GRANTING TEMPORARY INJUNCTION

On November 20, 2013, this matter came before the court for hearing on the Plaintiff's Motion for Temporary Injunction. In a written Order dated November 13, 2013, the Honorable Lee S. Alford granted an *Ex Parte* Temporary Restraining Order prohibiting Defendants from transferring or disposing of Settlement Funds or any real or personal property acquired with such funds related to a settlement approved by this Court on August 1, 2013 ("Settlement Funds"). The causes of action set forth in the Plaintiff's Verified Complaint are for Conversion, Constructive Trust, and an Injunction (temporary and permanent) against both Defendants. Plaintiff's Verified Complaint also sets forth a cause of action for breach of fiduciary duty as to Tanisha Gilmore. The Plaintiff's Verified Complaint alleges that Defendants improperly received Settlement Funds from the Estate of Emma Davis related to a wrongful death settlement at the expense of the Plaintiff. The Settlement Funds at issue related to a settlement that was approved in York County, South Carolina, and all Settlement Funds at issue in this matter relate to that settlement and its approval.

Defendant, Andrew Strong, was served by process server on November 14, 2013 with all documents in this matter, including Notice of the hearing on Plaintiff's Motion for Temporary



Injunction. On November 18, 2013, Defendant, Tanisha Gilmore, was served by process server with all documents in this matter, including Notice of the hearing on Plaintiff's Motion for Temporary Injunction. In addition, Defendants' counsel, Robert Rikard, was served with all documents in this matter, including Notice of the hearing on Plaintiff's Motion for Temporary Injunction.

The record before the Court includes Plaintiff's Motion for Temporary Restraining Order and Temporary Injunction, which includes Exhibits A – G. Included in this filing at Exhibit A to Plaintiff's Motion is the Affidavit of Willie Bell, which includes copies of the death certificate of Emma Davis, the obituary of Emma Davis and the birth certification for Willie Bell. Mr. Bell asserts in his Verified Complaint and in his affidavit that he is the son of Emma Davis. Verified Complaint at ¶¶ 9-11; and Affidavit of Willie Bell at ¶ 2. In support of his contention, Mr. Bell attached Ms. Davis' obituary to his Affidavit at Exhibit 2, which lists Willie Bell as Emma Davis' son. In addition, Mr. Bell attached his certified birth certification to his Affidavit at Exhibit 3, which lists Emma Davis as the mother of Willie Bell.

Mr. Bell further states in his Affidavit that he became aware of a settlement involving the Estate of his late mother, Emma Davis, when he received a call from Tanisha Gilmore. Affidavit of Willie Bell at ¶¶ 10-13. Mr. Bell states he was never informed of the Wrongful Death action, never given notice of Probate of the Estate of Emma Davis, and never given notice of the settlement hearing held by this Court on August 1, 2013. Affidavit of Willie Bell at ¶ 9. The essence of Mr. Bell's Verified Complaint is that Defendants wrongfully received Settlement Funds that should have passed to him as an intestate heir of the Estate of Emma Davis and they did not do so.

Under South Carolina law, a motion for temporary injunction may be granted when it is reasonably necessary to protect the rights of the plaintiff pending in the litigation. Columbia Broadcasting System, Inc. v. Customer Recording Company, 258 S.C. 464, 189 S.E.2d 305 (1972). In South Carolina, the sole purpose of a temporary injunction is to preserve the status quo. The plaintiff's complaint must allege facts sufficient to constitute a cause of action for injunction. Generally, for a preliminary injunction to be granted, the plaintiff must establish that: "(1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law." Poynter Invs., Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 586-87, 694 S.E.2d 15, 17 (2010).

It is the view of this Court that injunctive relief is warranted for the following reasons:

1. Plaintiff's Verified Complaint at ¶¶ 40-42 sets forth a Cause of Action for an Injunction;
2. In this action, the Plaintiff claims a constructive trust over his share of the Settlement Funds and the related real and/or personal property obtained by use of the Settlement Funds. The very nature of cash and property is such that they are marketable and transferable and there is a danger that the items could be sold or otherwise transferred, secreted, or encumbered during the pendency of this litigation, which would prevent Plaintiff from recovering his portion of the Settlement Funds. Consequently, the Plaintiff has met his burden on proving irreparable harm if the injunction is not granted;
3. The Affidavit of Mr. Bell, along with the Exhibits attached thereto, especially his birth certification, lead to the conclusion that Plaintiff has satisfied his burden of proving likelihood of success on the merits. In order for Plaintiff to succeed on his underlying claims he must establish that he is the son of Emma Davis. If he is the son of Emma Davis, he is entitled, by statute, to a share of any wrongful death proceeds. See S.C. Code ¶15-51-40

("The amount so recovered shall be divided among the before-mentioned parties in those shares as they would have been entitled to if the deceased had died intestate and the amount recovered had been personal assets of his or her estate"); S.C. Code ¶ 62-2-102 ("The intestate share of the surviving spouse is: ... (2) if there are surviving issue, one-half of the intestate estate") and S.C. Code ¶ 62-2-103 ("The part of the intestate estate not passing to the surviving spouse under Section 62-2-102 ... passes as follows: (1) to the issue of the decedent"). Even under the current approval Order issued by this Court on August 1, 2013, a portion of the Settlement Funds were allocated to wrongful death and Mr. Bell was not paid his entire portion of those Settlement Funds. After learning of the Settlement Funds, Mr. Bell has timely come forward with a copy of a birth certification that lists Emma Davis as his mother. The Defendants have been on Notice of Mr. Bell relationship to Emma Davis as he is listed as the son in her obituary and on the death certificate. Exhibit A, Affidavit of Willie Bell at Exhibits 1 and 2. As a result, Mr. Bell has shown a strong likelihood of success on the merits that he is an heir of the Estate of Emma Davis, which entitled him to at least a portion, if not all, of the Settlement Funds;

4. The Plaintiff has established that he will have an inadequate remedy at law if the injunctive relief is not granted. Again, since the Plaintiff claims a constructive trust as to the Settlement Funds and the property obtained using the Settlement Funds, the Plaintiff has a legitimate interest in preserving the Settlement Funds and the property obtained using the Settlement Funds. If the Defendants were free to transfer, secret, or otherwise dispose of or encumber the property and spend the Settlement Funds, it is likely that the Plaintiff's ability to recover against his share of the Settlement Funds would be extinguished. Without the ability to

recover the share of Settlement Funds Mr. Bell is entitled to, he lacks an adequate remedy at law;

5. A Temporary Injunction preserves the status quo; and
6. Rule 65(c) , SCRCF provides that no temporary injunction shall issue except up on the giving of security by the applicant, in such sum as the court considers proper, for the payment of costs and damages that might be incurred or suffered by the enjoined party, if it is determined that the enjoined party has been wrongfully enjoined. In this action, a one hundred dollars (\$100.00) bond, to be posted by the Plaintiff within thirty (30) days of the issuance of this injunction is appropriate.

THEREFORE IT IS HEREBY ORDERED AS FOLLOWS:

The Defendants, Andrew Strong and Tanisha Gilmore are hereby enjoined and restrained until further order from (1) transferring, encumbering, or disposing of any real property over which they have any ownership, possession or control whatsoever, (2) transferring, encumbering, or disposing of Settlement Funds held in any bank accounts over which they have any ownership, possession, or control whatsoever, and (3) transferring, encumbering or disposing of any other assets over which they have any ownership, possession, or control whatsoever, which were acquired with Settlement Funds. This Order does not apply to funds held by the Defendants that are not Settlement Funds nor does this Order apply to any property (real or personal) acquired with funds that were not Settlement Funds.

IT IS ORDERED this ____ day of December, 2013,

The Honorable John C. Hayes, III
Judge, 16th Judicial Circuit

York, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Willie Bell,

Plaintiff,

vs.

Tamisha Gilmore, and Andrew Strong,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2013-CP-46-3482

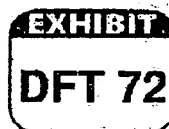
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YORK COUNTY, SC

CONSENT ORDER MODIFYING TRO TO EFFECTUATE SETTLEMENT

In a written Order dated November 13, 2013, the Honorable Lee S. Alford granted an *Ex Parte* Temporary Restraining Order prohibiting Defendants from transferring or disposing of Settlement Funds or any real or personal property acquired with such funds related to a settlement approved by this Court on August 1, 2013 ("Settlement Funds"). The *Ex Parte* Temporary Restraining Order was subsequently amended and extended by a Consent Order entered by this Court. The Settlement Funds at issue related to a settlement that was approved in York County, South Carolina, and all Settlement Funds at issue in this matter relate to that settlement and its approval.

The court has been informed that the parties have entered into a settlement agreement and pursuant to the terms of the agreement the Defendants must transfer funds to Plaintiff. In addition, Defendant Gilmore must execute a note and mortgage in favor of the Plaintiff. The Court has been informed that the parties have reached an agreement to modify the *Ex Parte* Temporary Restraining Order and Consent Order (collectively, "TRO") so that Defendants can carry out payment and other actions to effectuate settlement of this matter. With the consent of the parties, this Court enters this Consent Order modifying the TRO.

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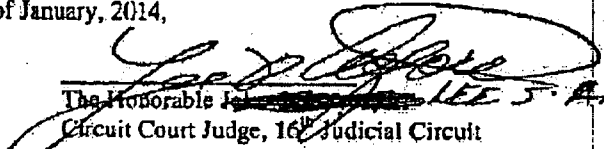
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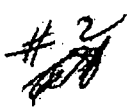
IT IS HEREBY ORDERED AS FOLLOWS:

The terms of the TRO shall remain in effect except as modified herein. The terms of the TRO are modified to allow Defendants Gilmore and Strong to wire a total of two hundred five thousand dollars (\$205,000.00) to the Strom Law Firm, LLC trust account. The parties also agree that the TRO shall be modified to allow Defendant Tanisha Gilmore to execute in favor of Plaintiff a note and mortgage on certain real property located at 1833 Old Columbia Road, Chester, South Carolina 29706. All terms, conditions, restrictions and requirements of the TRO shall expire upon receipt by the Strom Law Firm, LLC trust account of the two hundred five thousand dollar (\$205,000.00) payment referenced herein, except that Defendant Tanisha Gilmore shall be enjoined and restrained from transferring, encumbering or disposing of the real property located at 1833 Old Columbia Road, Chester, South Carolina 29706 until she executes in favor of Plaintiff a note and mortgage on said property. All terms, conditions, restrictions and requirements of the TRO and this Consent Order shall expire upon the execution of said note and mortgage in favor of Plaintiff.

IT IS ORDERED this 6th day of January, 2014,

York, South Carolina


The Honorable Lee S. A. Road
Circuit Court Judge, 16th Judicial Circuit

#2

647111

From: John Alphin
To: Peter Protonapas (pdp@strolaw.com), Robert Rikard
Cc: Pete Strom
Subject: FW: Bell v Gilmore/Strong
Date: Wednesday, December 18, 2013 11:29:00 AM
Attachments: 201312171435.pdf

Peter:

Pete forwarded me the email below. My understanding of the status of our talks was you were checking with your clients to see if they would pay all mediation costs and all costs involved in documenting, filing, and closing the note and mortgage resulting from the settlement. I have not heard back on these issues. If your clients have agreed to these terms then the settlement terms would be as follows:

- 1) The terms are subject to the parties reaching a mutually agreeable final settlement agreement and agreement between Plaintiff and Defendant Gilmore on language of the note and mortgage referenced in #3 below;
- 2) Defendants Gilmore and Strong will pay \$205,000.00 via wire to the Strom Law Firm, LLC Trust Account within 1 business day of final agreement;
- 3) Defendant Gilmore will execute a note and first mortgage in favor of Willie Bell in the amount of \$45,000.00 at 8% interest with payments at \$500.00 per month until paid in full, to be paid to the Strom Law Firm, LLC, in trust for Willie Bell, which is to be secured by a first mortgage on Defendant Gilmore's new home and Defendant Gilmore will make all efforts to immediately receive alternative financing to pay the note in full;
- 4) Defendant Gilmore will pay all costs of mediation and will pay all costs associated with drafting, filing and closing the note and mortgage referenced in #3;
- 5) Defendants will assign any and all claims that either Defendant may have to Plaintiff; and
- 6) Plaintiff will file the necessary paperwork to dismiss with prejudice Defendant Gilmore and Strong from the newly filed action in York County.

Thank you in advance for confirmation.

John R. Alphin
Strom Law Firm, L.L.C.
2110 Beltline Blvd., Suite A
Columbia, South Carolina 29204
Phone: (803) 252-4800
Cell: (803) 673-6175
Facsimile: (803) 252-4801
jalphin@stromlaw.com
www.stromlaw.com

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To comply with Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

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If you are not the intended recipient please contact me at the above number and delete the material from all computers in which it resides. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late, incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this message, or any attachments, that have arisen as a result of e-mail transmission. If verification is required, please request a hard-copy version or contact us by phone. Any views or opinions presented are solely those of the author and do not necessarily represent those of the firm.

-----Original Message-----

From: John Nichols [mailto:jsnichols@bntdlaw.com]
Sent: Tuesday, December 17, 2013 2:46 PM
To: Robert Rikard; Pete Strom
Cc: Erin Bridges
Subject: Bell v Gilmore/Strong

Gentlemen

I have been advised that you have reached an agreement to resolve the case on the following terms:

1. Defendants to pay \$205,000.00 immediately; 2. Plaintiff will accept a note from Defendant Gilmore for \$45,000 to be repaid at \$500 per month until paid; 3. Plaintiff will take necessary steps to voluntarily dismiss the pending litigation, including the motion to intervene in the underlying medical malpractice litigation; 4. All claims, counterclaims or cross-claims among these parties involving the proceeds from the settlement of the medical malpractice case will be finally resolved and dismissed with prejudice.
5. The parties will agree among themselves as to payment of the neutral fee.

I suggest you reduced the terms to a writing and have everyone sign as soon as possible so as to comply with Rule 43(k), SCRCP.

I have attached an ADR report that you may send to Judge Hayes - I have also attached the agreement for me to be the neutral.

Also, we spent 8 hours in the mediation on 12/12, and I spent 2 hours preparing for the mediation and in post-mediation drafting of documents.

My assistant, Erin Bridges, is out but when she returns we shall send an itemized bill for the mediation.

Thanks again for asking me to do this, and I am thankful you were able to resolve the case.

John S. Nichols
Bluestein, Nichols, Thompson & Delgado, LLC P.O. Box 7965 Columbia, SC 29202
(803) 779-7599
jsnichols@bntdlaw.com

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STROM000459

From: Robert Rikard
To: John Alphin, Peter Protopapas
Cc: Pete Strom; Charles Usry
Subject: RE: Bell v Gilmore/Strong
Date: Wednesday, December 18, 2013 1:28:13 PM

We just need to add:

7. Withdrawal of motion to intervene
8. Complete, mutual releases

We will begin drafting docs
RR

-----Original Message-----

From: John Alphin [mailto:jalphin@stromlaw.com]
Sent: Wednesday, December 18, 2013 11:30 AM
To: Peter Protopapas; Robert Rikard
Cc: Pete Strom
Subject: FW: Bell v Gilmore/Strong

Peter:

Pete forwarded me the email below. My understanding of the status of our talks was you were checking with your clients to see if they would pay all mediation costs and all costs involved in documenting, filing, and closing the note and mortgage resulting from the settlement. I have not heard back on these issues. If your clients have agreed to these terms then the settlement terms would be as follows:

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- 2) Defendants Gilmore and Strong will pay \$205,000.00 via wire to the Strom Law Firm, LLC Trust Account within 1 business day of final agreement;
- 3) Defendant Gilmore will execute a note and first mortgage in favor of Willie Bell in the amount of \$45,000.00 at 8% interest with payments at \$300.00 per month until paid in full, to be paid to the Strom Law Firm, LLC, in trust for Willie Bell, which is to be secured by a first mortgage on Defendant Gilmore's new home and Defendant Gilmore will make all efforts to immediately receive alternative financing to pay the note in full;
- 4) Defendant Gilmore will pay all costs of mediation and will pay all costs associated with drafting, filing and closing the note and mortgage referenced in #3;
- 5) Defendants will assign any and all claims that either Defendant may have to Plaintiff; and
- 6) Plaintiff will file the necessary paperwork to dismiss with prejudice Defendant Gilmore and Strong from the newly filed action in York County.

Thank you in advance for confirmation.

John R. Alphin
Strom Law Firm, L.L.C.
2110 Beltline Blvd., Suite A
Columbia, South Carolina 29204
Phone: (803) 252-4800
Cell: (803) 673-6175
Facsimile: (803) 252-4801
jalphin@stromlaw.com
www.stromlaw.com

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CIRCULAR 230 DISCLOSURE:

To comply with Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

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-----Original Message-----

From: John Nichols [mailto:jnichols@bntdlaw.com]
Sent: Tuesday, December 17, 2013 2:46 PM
To: Robert Rikard; Pete Strom
Cc: Erin Bridges
Subject: Bell v Gilmore/Strong

Gentlemen

I have been advised that you have reached an agreement to resolve the case on the following terms:

1. Defendants to pay \$205,000.00 immediately; 2. Plaintiff will accept a note from Defendant Gilmore for \$45,000 to be repaid at \$500 per month until paid; 3. Plaintiff will take necessary steps to voluntarily dismiss the pending litigation, including the motion to intervene in the underlying medical malpractice litigation; 4. All claims, counterclaims or cross-claims among these parties involving the proceeds from the settlement of the medical malpractice case will be finally resolved and dismissed with prejudice.
5. The parties will agree among themselves as to payment of the neutral fee.

I suggest you reduced the terms to a writing and have everyone sign as soon as possible so as to comply with Rule 43(k), SCRCP.

I have attached an ADR report that you may send to Judge Hayes - I have also attached the agreement for me to be the neutral.

Also, we spent 8 hours in the mediation on 12/12, and I spent 2 hours preparing for the mediation and in post-mediation drafting of documents.

My assistant, Erin Bridges, is out but when she returns we shall send an itemized bill for the mediation.

Thanks again for asking me to do this, and I am thankful you were able to resolve the case.

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John S. Nichols
Bluestein, Nichols, Thompson & Delgado, LLC P.O. Box 7965 Columbia, SC 29202
(803) 779-7599
janichols@bntdlaw.com

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STROM000457

From: Charles Usry
To: John Alchin
Cc: Peter Protopapas, Robert E. Rikard, Jr. Boyd
Subject: Bell v. Gamore and Strong
Date: Friday, December 20, 2013 2:01:12 PM
Attachments: 2013-12-18 Settlement Agreement and Release.docx

John,

A draft settlement agreement is attached. Please review and advise as to suggested changes.
Thanks.

Charles

Charles E. Usry, Esq.
RIKARD & PROTOPAPAS, LLC
1329 Blanding Street (29201)
P.O. Box 5640
Columbia, South Carolina 29250
Telephone: 803.978.6111
Facsimile: 803.978.6112
cusry@rplegalgroup.com
www.rplegalgroup.com

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STROM000440

From: Charles Usry
To: John Alphin
Cc: Robert Rikard; Peter Protopapas; Jo Boyd
Subject: Bell v. Gilmore and Strong Settlement Agreement and Release
Date: Monday, December 30, 2013 9:50:41 AM
Attachments: 2013-12-18 Settlement Agreement and Release.docx

John,

Attached is a revised Settlement Agreement and Release. Please let me know if your client approves. Thanks,

Charles E. Usry, Esq.
RIKARD & PROTOPAPAS, LLC
1329 Blanding Street (29201)
P.O. Box 5640
Columbia, South Carolina 29250
Telephone: 803.978.6111
Facsimile: 803.978.6112
cusry@rlegalgroup.com
www.rlegalgroup.com

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STRQM000438

From: Robert Rikard
To: Charles Usry, John Alphin
Cc: Peter Protopapas
Subject: RE: willie bell papers
Date: Monday, January 6, 2014 8:49:47 AM

John

We are ready to send the money pursuant to the settlement agreement. However, we need to lift the TRO before we do that so that we do not violate the court's order.

Let me know how you want to handle that.

Thanks

RGR

From: Robert Rikard
Sent: Friday, January 03, 2014 12:32 PM
To: Charles Usry; John Alphin
Cc: Peter Protopapas
Subject: RE: willie bell papers

Gentlemen,

Do we need to lift the TRO in order to wire the money? Technically I think we have to.

RGR

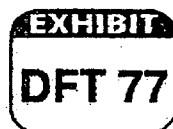
From: Charles Usry
Sent: Friday, January 03, 2014 12:22 PM
To: John Alphin
Cc: Peter Protopapas; Robert Rikard
Subject: RE: willie bell papers

Thanks, John. I have not received wire information. My clients are prepared to sign the Settlement Agreement this afternoon. Please forward the wire information to me so that my clients can comply with the terms of the Settlement Agreement. Thanks.

Charles E. Usry, Esq.
RIKARD & PROTOPAPAS, LLC
1329 Blanding Street (29201)
P.O. Box 5640
Columbia, South Carolina 29250
Telephone 803.978.6111
Facsimile 803.978.6112
cusry@rlegalgroup.com
www.rlegalgroup.com

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From: John Alphin [mailto:jalphin@stromlaw.com]
Sent: Friday, January 03, 2014 12:13 PM
To: Charles Usry
Subject: Fwd: willie bell papers

John Alphin
Strom Law Firm, LLC
2110 N. Beltline Blvd.
Columbia, SC 29204
jalphin@stromlaw.com
www.stromlaw.com
(803)252-4800

Begin forwarded message:

From: Stephanie DuPre <SDuPre@stromlaw.com>
Date: January 3, 2014 at 10:39:10 AM EST
To: John Alphin <jalphin@stromlaw.com>
Subject: willie bell papers

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STROM000430

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into this 3rd day of January, 2014 ("Effective Date"), by and between Willie Bell ("Plaintiff") and Tanisha Gilmore and Andrew Strong (collectively, "Defendants"). Plaintiff and Defendants are collectively referred to as "Parties."

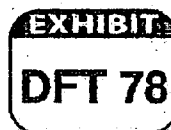
RECITALS

WHEREAS, on November 13, 2013, Plaintiff filed a currently pending civil action in the South Carolina Court of Common Pleas for York County, South Carolina captioned *Willie Bell v. Tanisha Gilmore and Andrew Strong*, Civil Action No. 2013-CP-46-3482;

WHEREAS, on November 13, 2013, Plaintiff filed a Motion to Intervene for Purposes of Filing a Rule 60 Motion in the South Carolina Court of Common Pleas for York County, South Carolina in the civil action captioned *Tanisha Gilmore, as Personal Representative of the Estate of Emma Davis, and Andrew Strong v. Amisub of SC, d/b/a/ Piedmont Medical Center, Carolina Cardiology, Vasant Patel, MD, and Anesthesia Associates of Rock Hill, PA*, Civil Action No. 2010-CP-46-03899;

WHEREAS, the claims and allegations asserted by Plaintiff in the two civil actions referenced in the foregoing paragraphs (collectively, "Civil Actions") arise from a dispute over the proceeds of a medical malpractice settlement in the civil action captioned *Tanisha Gilmore, as Personal Representative of the Estate of Emma Davis, and Andrew Strong v. Amisub of SC, d/b/a/ Piedmont Medical Center, Carolina Cardiology, Vasant Patel, MD, and Anesthesia Associates of Rock Hill, PA*, Civil Action No. 2010-CP-46-03899;

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WHEREAS, the Parties have negotiated and agreed to a full and final resolution and settlement of their respective rights, obligations and liabilities related to the Civil Actions;

WHEREAS the Parties desire to fully and finally resolve all claims, counterclaims, causes of action, disputes and demands whatsoever asserted in the Civil Actions, or that could have been asserted in connection with the facts and circumstances alleged in the Civil Actions.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge that the aforementioned recitals are true and correct and agree that such recitals, together with the definitions set forth therein and the preamble to this Agreement, are hereby incorporated into this Agreement by reference.

2. Representations.

- a. The Parties have the right to execute this Agreement and to give and receive the consideration given and received herein.
- b. The Parties enter this Agreement freely, voluntarily and knowingly.
- c. The consideration given and received for this Agreement is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the execution of this Agreement.

d. The Parties, through their duly authorized representatives, have read all provisions of this Agreement in full, reviewed those provisions with their attorneys, understand those provisions, and agree to be bound thereby.

3. Release. In consideration of the payment described in paragraph 5, Plaintiff and his heirs, successors, agents, attorneys and assigns, hereby releases Defendants and their heirs, successors, agents, attorneys and assigns, from any and all claims, counterclaims, cross-claims, demands, damages, costs, expenses, remedies, rights, judgments, debts, contracts, promises, allegations, obligations, duties, suits, assessments, penalties, charges, injuries, losses, fees, attorney fees, loss of services, actions and/or causes of action, past, present or future, known or unknown, that Plaintiff now has or could have had or that may hereafter accrue or otherwise be acquired, arising out of or in any way connected with the claims alleged, or which could have been alleged, in the Civil Actions. Plaintiff expressly agrees and specifically assumes the risk that, if facts with respect to the matters covered by this Agreement are found hereafter to be other than, in addition to, or different from the facts now believed or assumed to be true by any Party or all Parties, the Agreement shall nonetheless remain in full force and effect.

4. Dismissal of Civil Action and Withdrawal of Motion to Intervene. Upon execution of this Agreement, Plaintiff shall file a Stipulation and Order of Dismissal dismissing the civil action captioned *Willie Bell v. Tanisha Gilmore and Andrew Strong*, Civil Action No. 2013-CP-48-3482 with prejudice and without costs and fees to either party except as otherwise fully and expressly stated herein. Upon execution of this

Agreement, Plaintiff shall file an appropriate document withdrawing Plaintiff's Motion to Intervene for Purposes of Filing a Rule 60 Motion in the civil action captioned *Tanisha Gilmore, as Personal Representative of the Estate of Emma Davis, and Andrew Strong v. Amisub of SC, d/b/a/ Piedmont Medical Center, Carolina Cardiology, Vasant Patel, MD, and Anesthesia Associates of Rock Hill, PA*, Civil Action No. 2010-CP-46-03899.

5. Payment.

- a. Defendants will pay \$205,000 via wire to the Strom Law Firm, LLC Trust Account within one (1) business day, excluding bank holidays, of the execution of this Agreement by all Parties.
- b. Tanisha Gilmore ("Gilmore") will execute a Note in favor of Plaintiff in the amount of \$45,000 at 8% annual interest, secured by a first Mortgage on Gilmore's new home at 1833 Old Columbia Road, Chester, South Carolina 29706. Gilmore will make monthly payments of \$500 on the Note until paid in full. Monthly payments are to be made to Strom Law Firm, LLC, in trust for Willie Bell.
- c. Gilmore will use reasonable efforts to obtain alternative financing from a lender by applying for a loan at an interest rate of 16% or lower in order to repay her obligation under the Note in full.
- d. Defendants will pay all costs of mediation and all costs associated with the drafting, closing and filing of the Note and Mortgage referenced in paragraph 5(b).

6. Assignment of Claims. Defendants will assign to Plaintiff any claims that either Defendant may have against any other party arising from the matters alleged in the Civil Actions.

7. No Liability. The Parties understand and agree that this Agreement is a compromise of disputed claims and that this Agreement shall not be construed as, or be deemed to be, evidence of an admission or concession of any fault or liability or damage whatsoever on the part of any of the Parties hereto.

8. Governing Law. This Agreement shall be governed and enforced in accordance with the laws of the State of South Carolina.

9. Costs and Fees. Each Party shall be responsible for their own costs and attorneys' fees in connection with this Agreement.

10. Consideration. This Agreement is executed by the Parties solely for the consideration set forth above, without any other agreements between or among the parties. This Agreement has been carefully reviewed by the Parties in the presence of their respective attorneys and is understood by all Parties.

11. No Third Party Benefits. This Agreement is not intended to benefit any third party.

12. Entire Agreement. This Agreement contains the sole, complete and entire agreement and understanding of the Parties regarding the matters contained herein and may not be altered, modified or changed in any manner except by a writing duly executed by the Parties hereto. There is no condition precedent to the effectiveness of this Agreement other than as expressly provided herein. There are no oral or written collateral agreements concerning the matters contained herein. All prior and

contemporaneous discussions and negotiations have been, and are, merged and integrated into and superseded by this Agreement.

13. Non-Reliance. The Parties have not made or relied upon any statements, promises or representations other than as expressly stated in this Agreement. The Parties have not offered, promised, expected or held out any consideration for this Agreement other than as expressly stated herein. The Parties do not rely upon any representations other than those expressly stated herein.

14. Binding Effect. All of the terms, covenants, warranties, and representations contained herein shall be binding upon the Parties and their respective heirs, successors, agents, attorneys and assigns, and all persons, firms, and legal entities responsible for the actions of the Parties hereto.

15. Headings. The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning of this Agreement.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

17. Further Assurances. Each of the Parties hereto agree that they shall sign such additional and supplemental documents to implement the transactions, settlements and releases contemplated pursuant to this Agreement when requested to do so by any party to this Agreement.

18. Multiple Copies or Counterparts. The original and one or more copies of this Agreement may be executed by one or more of the Parties hereto. In such event, all such executed copies shall have the same force and effect as the executed original

and all such counterparts taken together shall have the effect of a fully executed original.

19. Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written with the intent to be legally bound hereby.

BY SIGNING AND DELIVERING THIS SETTLEMENT AGREEMENT AND RELEASE, THE PARTIES STATE:

- (A) THEY HAVE READ THE AGREEMENT, UNDERSTAND THE AGREEMENT, AND HAVE HAD AMPLE TIME TO CONSIDER THE AGREEMENT;
- (B) THEY AGREE WITH THE TERMS OF THE AGREEMENT AND ARE AWARE THAT THEY ARE GIVING UP IMPORTANT RIGHTS;
- (C) THEY OBTAINED AN ATTORNEY OF THEIR CHOOSING PRIOR TO SIGNING THE AGREEMENT, AND THEY CONSULTED WITH THEIR ATTORNEY BEFORE SIGNING THE AGREEMENT; AND
- (D) THEY HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Tanisha Gilmore

January __, 2018⁴

Witness

Andrew Strong

January __, 2018⁴

Witness

Willie Bell
Willie Bell

January 3, 2018⁴

Stephanie Dubre
Witness

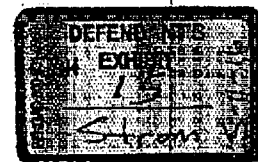
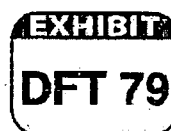
ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

The parties to the Settlement Agreement and Release entered into between Willie Bell (Plaintiff) and Tanisha Gilmore and Andrew Strong (collectively, "Defendants") on or about the 3rd day of January, 2014 wish to clarify language in paragraph 3 of the Settlement Agreement and Release and expressly state the parties intention that the Release of claims was not intended to and does not release any claim that the Plaintiff may have against the Defendants' former attorneys, the law firm of McGowan, Hood & Felder LLC, Chad McGowan or any member of the McGowan, Hood & Felder law firm. The parties intended through the use of the word "attorneys" in paragraph 3 of the Settlement Agreement and Release to release only the Defendants' current attorneys, Peter Protopapas, Robert Rikard and members of the law firm of Rikard & Protopapas, and that any and all claims that Plaintiff may have against any other attorneys or firms are not being released, compromised, satisfied or prejudiced by the Settlement Agreement and Release.

By signing and delivering this Addendum to the Settlement Agreement and Release (Addendum) the parties and their attorneys state:

- a. They have read the Addendum, understand the Addendum and agree that the Addendum accurately expresses his or her intention with regard to the Settlement Agreement and Release;
- b. He or she has signed this Addendum freely and voluntarily and upon advice of counsel:

1 of 2



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Tanisha Gilmore

Witness

February __, 2014

Andrew Strong

Witness

February __, 2014

Peter Protopapas Attorney for Tanisha
Gilmore and Andrew Strong

Witness

February __, 2014

Willie Bell
Willie Bell

Stephanie Puffe
Witness

February 7th, 2014

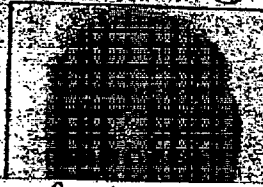
John R. Alpin
John Alpin
Attorney for Willie Bell

Stephanie Puffe
Witness

February 7th, 2014

Miss Emma Monk Davis, 68

CHESTER - The funeral for Miss Emma Monk Davis of [redacted] St. was held at 1 p.m. Tuesday, Feb. 16, at Mount Zion Baptist Church in Blackstock. The Rev. Michael [redacted]



Rev. Moore
ered th
Evangelist

11-7-13 John Falhin called -
wrote to re-open Estate of
Emma Davis - his client,
William Beal is her son &
was left out of probate &
left out of wrongful
death
803-673-6175

-8-13 Talked with Lois -
\$150.00 to file Summons &
Complaint - 30 day notice
He can go ahead and
serve papers - we will
schedule a hearing after
the 30 days - it will
be after the first of
the year.

-8-13 Talked with
attorney - He is going to
file a Motion to re-open
the estate & file the
Summons & Complaint -
He will give everyone
notice - He will
probably file paperwork
tomorrow

all and his wife, Gennetta Strong, Debbie
of Chester, her Strong
m, Andrew Strong therst
me, two brothers, all of E
Davis Jr. of Chester She
Israel Young and his death
ame, of Blackstock, Davis.
ms, Atlein Jordan Km
Lee Hall and her 135 G
Joe Louis, all of was it
Dorothy Davis of ments.

3-5-14 John Falhin called
Matter we discussed in
Nov. was resolved in
Upsh Co.

He needs to re-open file
for potential litigation -
He will call back & talk with
John, Roddy about whether
to file Formal or Informal
Lois said Informal

Close after meeting is
filed.

Paid \$45.00 Probate
fee 2-19-2010

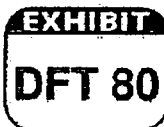
John Alphin

803-673-6175

Emma Davis

2-6-13-14

691345



STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE MATTER OF EMMA M DAVIS

IN THE PROBATE COURT
CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2010ES1200059-2

This is to certify that

WILLIE BELL

Is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
☐ GUARDIAN
☐ CONSERVATOR
☐ TRUSTEE

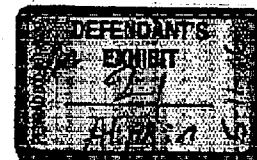
In the above matter and that this appointment, having been executed on the 20th day of March, 2014 is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS: NONE.

Executed this 20th day of March, 2014.

Do not accept a copy of this certificate without the raised seal of the Probate Court.

Lois H. Roddey
LOIS H. RODDEY, JUDGE OF PROBATE



FORM #141PC (1/91)
62-1-305, 62-3-103, 62-5-304, 62-6-421, 62-7-201
647111

691345

STROM000295

STROM LAW 000298

STATE OF SOUTH CAROLINA

COUNTY OF: CHESTER

IN THE MATTER OF:
EMMA M. DAVIS
(Decedent)

IN THE PROBATE COURT

APPLICATION/PETITION FOR
SUBSEQUENT ADMINISTRATION

CASE NUMBER: 2010-ES-12-00059-2

*ONLY COMPLETE THIS SECTION IF FILING
PETITION FOR SUBSEQUENT ADMINISTRATION

*
Petitioner(s)
vs.
Respondent(s)
*

LESLIE ROONEY
JUDGE OF PROBATE
2011 MAR 20 P 2 45
CLERK OF PROBATE
CHESTER COUNTY S.C.

☒ INFORMAL

☐ FORMAL

The undersigned states as follows:

1. Subsequent administration of the above Estate is needed because:

☒ The following additional property in the above estate has been discovered. A description of the property and its approximate value at the date of Decedent's death is: **POTENTIAL LITIGATION WITH AN UNKNOWN VALUE**

☐ Other reason:

2. ☐ I served as Personal Representative under the previous administration and fiduciary bond requirement:

- ☐ was waived by Decedent's Will
- ☐ was waived pursuant to the filing of Waivers of Bond
- ☐ was waived by the Court
- ☐ was required and an appropriate bond is attached

☒ I did not serve as Personal Representative under the previous administration; my priority for this appointment is:

- ☐ named as Primary Personal Representative in Will
- ☐ named as Alternate Personal Representative in Will
- ☐ nominee of above Primary Personal Representative in Will
- ☐ nominee of above Alternate Personal Representative in Will
- ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- ☐ other devisee of Decedent (describe): _____ or nominee of said devisee
- ☐ surviving spouse of Decedent or nominee of said spouse
- ☒ other heir of Decedent (describe): **SOLE SURVIVING HEIR, SON or nominee of said heir**
- ☐ creditor (Forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
- ☐ other (describe): _____

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO A PETITION, YOU MUST ALSO FILE
A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF \$160.00.
A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statements are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 21ST day of
FEBRUARY, 2014

Ashley Heller

Notary Public for South Carolina

My Commission Expires: 11/1/2021

Signature: Willie Bell

Print Name: WILLIE BELL

Address: 110 WALKER STREET
CHESTER, SOUTH CAROLINA 29706

Telephone (Work):

(Home):

(Cell): 803-899-1173

Email:

Relationship to Decedent/Estate: SON, SOLE SURVIVING HEIR

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: HEARING WAIVED.

TIME:

PLACE:

Pursuant to SCPC 62-1-401, Petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this 20th day of March, 2014

Lois H. Roddey
Lois H. Roddey

, Probate Court Judge

ORDER FOR SUBSEQUENT ADMINISTRATION

IT IS HEREBY ORDERED that Willie Bell be appointed Personal Representative to administer property not previously administered as indicated in the above application/petition.

- ☐ Bond previously waived
☐ Previous bond waivers on file
☐ Other:

Executed this 20th day of March, 2014

Lois H. Roddey
Lois H. Roddey

, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate and to submit to the Court's jurisdiction in this matter.

Signature: Willie Bell
Print Name: WILLIE BELL
Address: 110 WALKER STREET
CHESTER, SOUTH CAROLINA 29706
Telephone (Work): _____
(Home): _____
(Cell): 803-899-1173
Email: _____

Attorney: JOHN R. ALPHIN
Address: 2110 N. BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29204
Telephone: 803-252-4800
Email: JALPHIN@STROMLAW.COM

STATE OF SOUTH CAROLINA) IN THE FAMILY COURT
) CASE NUMBER: 2014-02-12-283
COUNTY OF CHESTER) PETITION TO UNSEAL ADOPTION RECORDS

IN RE:
Petition to Obtain Information From Original
Adoption Record - Interested Party

Applicant: Jeffrey Ryan Heiskell

Relationship to adoptee: Attorney

RECEIVED BY
2014 AUG - 1 A 10 28
FAMILY COURT
CHESTER, SC 29706

I am informed that an adoption proceeding relating to Willie Lee Bell, who was reportedly born on January 13, 1969 (per the attached birth certificate), was completed in the County of Chester. This occurred either very close to the time of his birth or some years shortly after; the adoptee's recollection and/or understanding of when he was adopted is limited to recalling being around seven or eight years old at the time when he learned that he was adopted.

Name of the adoptive Mother: Emma Davis

As Mr. Willie Lee Bell's attorney, I respectfully request the Court to order the Clerk of Court to unseal the original adoption file of the above referenced adoptee. This information is necessary in order to assist me in establishing a legal right for the above referenced adoptee in a lawsuit regarding the Estate of his adoptive mother, who died as a result of medical malpractice. The fact that Mr. Willie Bell was ever officially adopted has been challenged by other members of that Estate, and the information relating to the same that rests within the Court's sealed file would greatly help answer any questions.

For all of the reasons above, I respectfully ask the Court to order that Willie Lee Bell's adoption record be unsealed.

Respectfully submitted,

It is ordered that the Clerk of Court shall unseal the record, copy the Adoption Decree, deliver to the undersigned for possible redaction, and upon review and approval by the undersigned, transmit the copy, which shall be certified by the Clerk as a true copy, to Mr. Heiskell, 6006 Causeway behind room by the bank in interest.
Chester, SC
August 12, 2014

Jeffrey Ryan Heiskell
Jeffrey Ryan Heiskell
Lewis, Babcock, & Griffin, L.L.P.
1513 Hampton Street
Columbia, SC 29211
803-771-8000
jrh@lbglegal.com

ATTORNEY FOR: Willie Lee Bell

EXHIBIT
DFT 84

RECEIVED BY
2014 AUG 12 A 9 47
FAMILY COURT
CHESTER, SC 29706

Administrative Judge of the Family Court, 6th Circuit

**For Defendants' Exhibit 85,
see Record p. 617
(Duplicate of Plaintiff's Exhibit 1)**

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Tanisha Gilmore, as the Personal
Representative of the Estate of
Emma Davis, and Andrew Strong,

Plaintiff,

vs.

Amisub of South Carolina, Inc., d/b/a
Piedmont Medical Center, Carolina
Cardiology, Vasant Patel, MD, Ellenora
Issac, RN, Gary Miller, RN,
Debra Swartzman, RN, Robert
Baker, MD and Anesthesia Associates
of Rock Hill, PA,

Defendants.

ORDER DENYING MOTION FOR
PARTIAL SUMMARY JUDGMENT
IN PART AND GRANTING MOTION
IN PART

Case No. 2010-CP-46-3899

FILED-RECEIVED
2012 MAY 17 3 PM 2:42
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

* This matter came before me on April 19, 2012, upon Defendant Amisub's Motion for Summary Judgment, pursuant to Rule 56, S.C.R.C.P. Representing the parties were: Ashley Creech for Plaintiff; and, William U. Gunn for Defendant. The motion is directed at Plaintiffs' causes of action for loss of consortium and survival.

STANDARD FOR SUMMARY JUDGMENT

Summary judgment is appropriate when it is clear there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999); *Young v. South Carolina Dep't of Corrections*, 333 S.C. 714, 511 S.E.2d 413 (Ct.App. 1999); Rule 56(c), S.C.R.C.P. In determining whether any triable issue of fact exists, as will preclude summary judgment, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the nonmoving 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).

In ruling on a summary judgment motion, the Court should consider the pleadings,

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#1

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depositions, interrogatory answers, admissions, and affidavits in determining whether there is a genuine issue of fact for trial. See *Thomas v. Waters*, 315 S.C. 524, 526, 445 S.E.2d 659 (Cl.App. 1994). "If the evidence favoring the nonmoving party is merely colorable . . . or is not significantly probative, . . . summary judgment may be granted." *Anderson v. Liberty Lobby, Inc.*, 477 U.S., 242, 249-250 (1986). "Where . . . the record is devoid of any allegation or evidence tending to show there is a material fact in issue, the moving party is entitled to summary judgment as a matter of law." *Milligan v. Liberty Life Ins. Co.*, 313 S.C. 478, 443 S.E.2d 381, 382 (1994).

DISCUSSION

The action is one in medical negligence, arising out of the death of Emma Davis, which occurred in the cardiac catheterization lab at the hospital of Amisub on February 11, 2010. Plaintiffs have agreed that the sole beneficiary of Ms. Davis under the Wrongful Death Act, and the sole heir at law is her common law husband, Andrew Strong, who is named individually as a Plaintiff, with respect to the consortium claim.

*Plaintiffs acknowledge that there is no evidence of conscious pain and suffering on the part of Ms.^c Davis prior to her death, as a result of any negligence or recklessness, and therefore Defendant Amisub is entitled to summary judgment as a matter of law on Plaintiffs' survival cause of action.

With respect to the loss of consortium claim, Amisub argues that recovery by Mr. Strong on both the wrongful death and loss of consortium claims would constitute a double recovery, as he is the sole beneficiary in the death action. It is clear that both causes of action present the same elements of recovery, namely, loss of companionship, society, services, counsel and good offices.

Since, in theory, as the sole statutory beneficiary, Mr. Strong could maintain either cause of action without the other, it is not proper to grant Amisub's present motion with respect to the consortium claim. At some later point in the litigation, it may be that Amisub will move to require Plaintiffs to elect the cause of action upon which they will go to trial, or upon which cause of action they will recover any damages that may subsequently be awarded. That issue is not now presented, and need not be decided at this time.

Therefore, based on the record presented, it is ordered as follows:

- (1) Defendant Amisub's Motion for Summary Judgment is granted as to Plaintiffs' cause of action for survival; and,

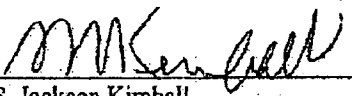
AMK
bx 2

MCGOWAN000186

(2) Amisub's Motion for Partial Summary Judgment directed to the claim for loss of consortium claim is denied.

AND IT IS SO ORDERED.

May 9, 2012


S. Jackson Kimball
Special Circuit Judge
York County

#3

MCGOWAN000187

00634

R 1122

**For Defendants' Exhibit 91,
see Record p. 639
(Duplicate of Plaintiff's Exhibit 10)**

WED 11/24/92

9:10

TOURNA

GILMORE

803-395-9732

EXHIBIT
DFT. 92

EXHIBIT
DFT. 93

NOV 19 1993
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

TO THE ORDER OF
PAY TO THE ORDER OF
\$1,000.00
ONE THOUSAND DOLLARS NO CENTS

NOV 19 1993

DAVID L. BROWN
1335 WEST HARRISON
HOUSTON, TEXAS 77005
713/551-1234

NOV 19 1993

\$1,000.00

NOV 19 1993
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

**For Defendants' Exhibit 94
see Record p. 707
(Duplicate of Plaintiff's Exhibit 14a)**

STATE OF SOUTH CAROLINA

COUNTY OF YORK

WILLIE BELL, INDIVIDUALLY AND
ON BEHALF OF THE ESTATE OF
EMMA M. DAVIS AS ITS DULY
APPOINTED REPRESENTATIVE,

Plaintiff,

vs.

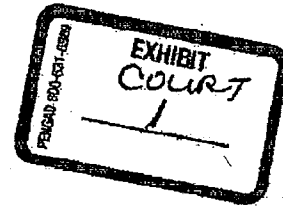
McGOWAN, HOOD & FELDER, LLC
AND CHAD McGOWAN,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case No: 2015-CP-46-1827

**DEFENDANTS MCGOWAN, HOOD &
FELDER, LLC AND CHAD MCGOWAN,
ESQ.'S PROPOSED VOIR DIRE**



Defendants McGowan, Hood & Felder, LLC and Chad McGowan, Esq. respectfully submit the following proposed voir dire for the Court's consideration in this matter:

I. PRELIMINARY STATEMENT & TRIAL PROCEDURE

Before I proceed with specific questions to the prospective members of the jury, permit me to explain to you the mechanics of a trial. There are six basic parts to a trial, voir dire, opening statements, evidence, jury instruction, closing arguments, deliberation, and verdict.

We are presently in the voir dire portion of the trial, during which the court and counsel talk with you in order to select a jury.

The opening statements of counsel follow voir dire. During opening statements, counsel will tell you what their case is about, and what they expect the evidence will show about the case.

After opening statements, the plaintiffs will present their evidence in support of their claims. When plaintiffs have finished, defendant may present their evidence in defense of plaintiffs' claims.

{693725; 1; 1032-0010}

At the conclusion of all of the evidence, I will give you the law which you are to apply in deciding this case.

Following my instructions, we will have the closing arguments of counsel, in which counsel will address you as to what the evidence has shown this case.

Finally, you will retire to the jury room to deliberate and reach a verdict in this case.

Do any of you have any difficulty with the manner in which this case will be presented?

Does the manner in which this case will be presented stir up any particular opinions which you may have concerning the trial of lawsuits?

If chosen as jurors, can each of you work without difficulty with the court, counsel, and the parties in trying this case and the manner in which I have just described?

As I mentioned, the evidence is what you will receive in this trial to use in coming to a verdict. This includes stipulations of the parties, the testimony of witnesses, and exhibits. The opening statements, closing arguments, or other questions and statements of counsel are not evidence and are not to be considered as evidenced by the jury in reaching a verdict. Nor are the questions, statements, or rulings of the court as to evidence which is to be considered by the jury in reaching a verdict. Additionally, some of the evidence you may be shown during trial may have portions that have been redacted or removed by agreement of the parties.

Are any of you bothered by the fact that you cannot consider the arguments, questions, or statements of counsel as evidence in this case?

Are any of you bothered by the fact that you cannot consider the questions or statements of the Court as evidence in this case?

Are any of you bothered by the fact that you can only consider the stipulations, testimony of witnesses, and exhibits as evidence to reach your verdict in this case?

{693725; 1; 1032-0010}

Are any of you bothered by the fact that you may be shown evidence that has been redacted by the parties?

Because plaintiffs have made certain claims against the defendant, the plaintiffs must prove their claims by preponderance of the evidence. Defendant has no obligation to present any evidence whatsoever in opposition to plaintiffs' claims and the defendant has no burden to meet.

That this is not a criminal manner in which the burden of proof is beyond a reasonable doubt. Preponderance of the evidence is a less stringent burden of proof than beyond a reasonable doubt.

Do any of you have any difficulty with the fact that plaintiffs must prove their claims by a preponderance of the evidence?

Do any of you have any difficulty with the fact that the defendant does not have to present any evidence whatsoever in response to plaintiffs' claims?

Because plaintiffs bear the burden of proof, plaintiffs will address you first throughout the trial, and will also be permitted to address you twice a closing argument -- both before and after defendant's closing argument.

Do any of you feel that you have any difficulty in waiting until you have heard all of the evidence and the Court's instructions before beginning your deliberations?

In other words, there are always two sides to every story. Can each of you keep your minds open and objective until the entire trial is over -- and you have been provided with all of the information you will need to reach a decision -- before beginning your deliberations?

During the course of the trial there may be times when counsel will have certain objections concerning the testimony of witnesses or the exhibits. There also may be times when the Court and counsel have certain conferences at the bench which you will not hear. Such

objections and bench conferences are a normal part of trials. They do not mean that we are trying to keep anything from the members of the jury, but rather are intended to ensure that all evidence is properly presented to the jury for consideration.

Do any of you feel that you will be disturbed by objections, rulings, and bench conferences as I have described?

Do any of you feel that the Court or counsel will be trying to hide anything from the jury?

As jurors you will have the absolute right to believe or disbelieve -- in whole or in part -- any evidence presented to you during the course of trial. However, you do not have this option available to you in applying the instructions of law in this case. Whether you like or dislike my instructions, whether you believe my instructions are right or wrong, you must apply them exactly as I tell you in reaching a verdict.

Can each of you set aside your personal opinions, thoughts, or impressions as to what the law is or should be, and apply the law as I instruct you in reaching your verdict?

Do any of you feel you cannot do this?

Finally, I am sure you will soon realize -- if you have not already -- that real trials are not at all similar to those which you may have seen on television. Nonetheless, they are very important to the parties, our judicial system, and democratic society. And, real trials take a good deal of hard work.

Does serving as a juror for this trial -- which will last up to two weeks -- cause hardship for anyone?

Can each of you put aside any opinions of judges, lawyers, or trials are supposed to be, and work with the Court, counsel, and the parties to decide this case as it will be presented to you in this trial?

{693725; 1; 1032-0010}

II. RELATIONS AND/OR AFFILIATIONS

The plaintiff in this case is Willie Lee Bell. Plaintiff resides in the Chester area.

To your knowledge, do you, your family, your friends, or any of your associates know Mr. Bell?

The plaintiff is represented by Attorneys A. Camden Lewis and J. Ryan Heiskell of Lewis Babcock, LLP.

To your knowledge, do you, your family, your friends, or any of your associates know Mr. Lewis or Mr. Heiskell?

Plaintiff is also represented by Joseph Pretson Strom, Jr., who goes by "Pete" and John Alphin of the Strom Law Firm, LLC.

To your knowledge, do you, your family, your friends, or any of your associates know Mr. Strom or Mr. Alphin?

To your knowledge, have you, your family, your friends, or any of your associates ever been represented by Mr. Lewis, Mr. Heiskell, Mr. Strom, Mr. Alphin, Lewis Babcock, LLP or the Strom Law Firm, LLC?

Other than himself, the plaintiff intends to call the following individuals as witnesses in this case:

- Andrew Strong
- Tanisha Gilmore n/k/a Tanisha Gilmore-Minter
- Linda Gilmore
- Rosa Hall
- Allean Jordan
- Dorothy Davis

{693725; 1; 1032-0010}

- Maggie Davis
- Mary A. Featherstone
- Rose Foster
- Robin McClurkin
- Brenda Foster
- Debbie Strong
- Gennette Strong
- Annette Strong
- Darlene Wright
- Michael Maloney
- Heather Henderson
- Vasant Patel, M.D.
- Peter Protopapas
- Robert Rikard
- Charles Usry
- J. Preston "Pete" Strom
- John Alpin
- Claudine Bell
- Darlene Bell
- Tyre D. Lee, Jr.
- F. Gregory Delleney
- Lois H. Roddey
- Terri B. Zion

{693725; 1; 1032-0010}

- Moses Caldwell
- William Gunn
- George Cox Beighley
- James Edward Bradley Moore
- Michael Young
- Chad McGowan
- Annie Hutchins Gray
- Ashley Creech
- John Freeman

To your knowledge, do you, your family, your friends, or your associates know any of these witnesses?

Please explain your relation or that of your family, your friends, or your associates with these witnesses.

The defendants in this matter are McGowan, Hood & Felder, LLC and attorney Chad McGowan.

To your knowledge, do you, your family, your friends, or your associates know Mr. McGowan or have any affiliation with McGowan, Hood & Felder, LLC?

To your knowledge, have you, your family, your friends, or any of your associates ever been represented by McGowan, Hood & Felder, LLC or Mr. McGowan?

Do any of you have any particular impressions concerning lawyers or law firms -- good or bad -- which would make you feel uncomfortable sitting as a juror in this case?

Are any of you in the legal industry?

Do any of you have family or friends in the legal industry?

(693725; 1; 1032-0010)

Do any of you feel that a lawyer or a law firm are not entitled to the same rights in this trial as would be any other defendant?

Do you have any general opinions as to lawsuits against professionals like lawyers or doctors?

Please explain.

Have any of you had a bad experience with a lawyer or a law firm?

Is there anything from your experience which would affect your ability to decide this case solely on the basis of what is presented at trial?

Can you set aside these experiences to decide this case solely on the basis of what is presented at trial?

The defendants are represented by Stephen G. Janik, Lovic A. Brooks, and Crystal L. Maluchnik of the law firm of Janik LLP.

To your knowledge, do you, your family, your friends, or any of your associates know either Mr. Janik, Mr. Brooks, Ms. Maluchnik?

To your knowledge, have you, your family, your friends, or any of your associates ever been represented by Mr. Janik, Mr. Brooks, Ms. Maluchnik, or their firm?

The defendant will call many of the same witnesses that we already discussed, but they may call some additional individuals including:

- Shirley Caldwell
- Hilliard Buchanan
- Wayne Jordan
- Dr. Gregory B. Adams
- Tiffany Provence

{693725; 1; 1032-0010}

- O. Fayrell Furr, Jr.

To your knowledge, do you, your family, your friends, or your associates know any of these witnesses or affiliation with these entities?

Please explain your relation or that of your family, your friends, or your associates with these witnesses.

Do any of you have relatives, close friends, or associates who are lawyers, judges, employees of lawyers, judges, or the courts, or members of a law-enforcement agency?

Do you have any opinions of litigants, lawyers, judges, or trials which you have formed from your association with these people?

Can each of you set aside any opinions which you have formed from your contact with these people, and try this case solely on the basis of the evidence and instructions which will be presented to you during this trial?

V. PRIOR JURY SERVICE

Have any of you had prior jury experience?

When?

In what court?

What was the case about?

What was the result?

Do you have any opinions as to what litigants, lawyers, judges, or trials should be as a result of your prior experience?

What are your opinions?

Was there anything about your prior experience which would make you feel uncomfortable as a juror in this case?

{693725; 1; 1032-0010}

Is there anything about your prior experience which would in any way affect your ability to sit as an impartial juror in this case?

VI. LITIGATION EXPERIENCE

Have you, your family, your friends, or your associates ever been a party to any legal proceeding, made a claim for Workers' Compensation benefits, made a claim for Social Security benefits, or been a party to any legal proceeding other than before a Court, such as an arbitration hearing?

What was it about?

Where was it heard?

What was the result?

How do you feel about the result?

Do you have any opinions as a result of this experience?

What are your opinions?

Would you feel uncomfortable sitting as a juror in this case because you have had this prior experience?

Can you set aside your prior experience and decide this case solely on the basis of what is presented to you during trial?

Have you, your family, your friends, or your associates ever made a consumer complaint to any Attorney General, the Better Business Bureau, or a business directly?

What was the nature of your complaint?

When was your complaint presented?

How do you feel about the way your complaint was handled?

Do you have any general opinions as to how consumer complaints should be handled?

{693725; 1; 1032-0010}

Is there anything from your experience which would affect your ability to decide this case solely on the basis of what is presented at trial?

Does anyone have any strong feelings about the Affordable Care Act?

Is there anyone that feels that just because plaintiff claims he sustained damage due to an attorney mistake that he is automatically entitled to recovery?

Is there anyone that feels that just because plaintiff filed a lawsuit, he is automatically entitled to recovery?

If you find from all the evidence that plaintiff is not entitled to recover, can you render a verdict for the defendant meaning that plaintiff will get nothing?

On the other hand, if you find that plaintiff is entitled to recover, can you objectively return the verdict which fairly and adequately compensates plaintiff?

Can each of you set aside your own personal experiences and decide this case solely on the basis of the evidence which is presented to you at trial and the instructions of law which I will give to you at the end of trial?

If you were the plaintiff or the defendant in this case, would you have any doubts as to whether you would want a person like yourself to serve on this jury?

VII. CASE SPECIFIC INQUIRIES

In this matter, plaintiff claims that he did not receive an amount of money he was entitled to under a settlement based on the death of his mother.

Have any of you ever been involved in a dispute about the estate of a family member or friend?

What are the details of that experience?

Is there anything about that experience that makes you feel like you would have a hard time being objective in the present matter?

Plaintiff claims that he did not get the money that he was entitled to based on the error of the defendants.

Have any of you ever been felt like you have been wronged by a professional, whether that be a doctor, lawyer, accountant, or some other professional?

What are the details of that experience?

Is there anything about that experience that makes you feel like you would have a hard time being objective in the present matter?

Have any of you ever felt like someone else took advantage of you financially?

What are the details of that experience?

Is there anything about that experience that makes you feel like you would have a hard time being objective in the present matter?

Do any of you believe that if a lawsuit does not turn how you anticipate that the attorney is automatically responsible?

Have any of you ever served as a personal representative for the estate of another person?

What are the details of that experience?

Is there anything about that experience that makes you feel like you would have a hard time being objective in the present matter?

Respectfully submitted,

JANIK L.L.P.

STEVEN G. JANIK (S.C. Bar #: 81464)

CRYSTAL L. MALUCHNIK (S.C. Bar #: 100961)

1000 William Hilton Parkway, Suite 103

Hilton Head Island, SC 29928

(843) 715-9311 · (440) 838-7601 (facsimile)

Email: Steven.Janik@Janiklaw.com

Email: Crystal.Maluchnik@Janiklaw.com

LOVIC A. BROOKS, III (S.C. Bar #913)

MONICA K. BRACEY (S.C. Bar #102197)

1122 Lady Street, Suite 1025 (29201)

P.O. Box 136

Columbia, SC 29202

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York, South Carolina

July _____, 2016

STATE OF SOUTH CAROLINA

COUNTY OF YORK

WILLIE BELL, INDIVIDUALLY AND
ON BEHALF OF THE ESTATE OF
EMMA M. DAVIS AS ITS DULY
APPOINTED REPRESENTATIVE,

Plaintiff,

vs.

McGOWAN, HOOD & FELDER, LLC
AND CHAD McGOWAN,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case No: 2015-CP-46-1827

CERTIFICATE OF SERVICE

I, _____, an employee of Janik, L.L.P, do hereby certify that I have
served counsel in this action with a copy of the pleading(s)/document(s) listed below via hand
delivery.

DOCUMENTS SERVED

*Defendants McGowan, Hood & Felder, LLC and Chad McGowan's
Proposed Voir Dire*

PARTY SERVED

A. Camden Lewis, Esquire
J. Ryan Heiskell, Esquire
Lewis Babcock, LLP
1513 Hampton Street
Columbia, SC 29201

York, South Carolina
July _____, 2016

{693725; 1; 1032-0010}

R 1141

JUDGE:

(1) IS ANY MEMBER OF THE JURY PANEL RELATED BY BLOOD OR MARRIAGE TO THE PLAINTIFF WILLIE BELL?

(2) IS ANY MEMBER OF THE JURY PANEL RELATED BY BLOOD OR MARRIAGE TO THE DEFENDANT CHAD MCGOWAN AND/OR ANY LAWYER OR EMPLOYEE OF DEFENDANT MCGOWAN, HOOD AND FELDER, LLC?

CHAD MCGOWAN, S. RANDALL HOOD, JOHNNY FELDER, WILLIAM ANDREW JONES, JR., WILLIAM A. MCKINNON, ROBERT V. PHILLIPS, JOSEPH WRIGHT, JAMES STEPHEN WELCH, LARA PETTISS HARRILL, WHITNEY HARRISON, SUSAN CAMPBELL, DEBORAH CASEY, CHANCE M. FARR, ASHLEY WHITE CREECH, JORDAN CALLOWAY, ANNA MAGANN, AND/OR PATRICK M. KILLEN.

(3) DOES ANY MEMBER OF THE JURY PANEL HAVE A CLOSE PERSONAL OR SOCIAL RELATIONSHIP WITH THE PLAINTIFF WILLIE BELL?

(4) DOES ANY MEMBER OF THE JURY PANEL HAVE A CLOSE PERSONAL OR SOCIAL RELATIONSHIP WITH THE DEFENDANT CHAD MCGOWAN AND/OR ANY LAWYER OR EMPLOYEE OF DEFENDANT MCGOWAN, HOOD AND FELDER, LLC? LAWYERS OF DEFENDANT MCGOWAN, HOOD AND FELDER, LLC INCLUDE:

CHAD MCGOWAN, S. RANDALL HOOD, JOHNNY FELDER, WILLIAM ANDREW JONES, JR., WILLIAM A. MCKINNON, ROBERT V. PHILLIPS, JOSEPH WRIGHT, JAMES STEPHEN WELCH, LARA PETTISS HARRILL, WHITNEY HARRISON, SUSAN CAMPBELL, DEBORAH CASEY, CHANCE M. FARR, ASHLEY WHITE CREECH, JORDAN CALLOWAY, ANNA MAGANN, AND/OR PATRICK M. KILLEN.

(5) THE FOLLOWING IS A LIST OF POSSIBLE WITNESSES IN THIS CASE:

WILLIE BELL
ROSE FOSTER

DARLENE BELL
CALUDENE BOYD
ATLEAN JORDAN
CHAD MCGOWAN
BRENDA FOSTER
BARBARA FOSTER
DEBBIE STRONG
GENNETTE STRONG
JOHN ALPHIN
PETE STROM
MICHAEL MALONEY
MOSES CALDWELL
SHIRLEY CALDWELL
ROSA HALL
TANISHA GILMORE
ANDREW STRONG
WILLIAM GUNN
GEORGE BEIGHLEY
JOHN FREEMAN
FAYRELL FURR
TIFFANY PROVENCE
GREGORY ADAMS

IS ANY MEMBER OF THE JURY PANEL RELATED BY
BLOOD OR MARRIAGE TO ANY OF THE PEOPLE I HAVE
JUST LISTED OR DOES ANYONE HAVE A CLOSE
PERSONAL OR SOCIAL RELATIONSHIP WITH ANY OF
THESE PEOPLE?

- (6) THE ATTORNEYS REPRESENTING THE PLAINTIFF IN THIS CASE ARE
A. CAMDEN LEWIS AND J. RYAN HEISKELL OF THE LEWIS BABCOCK

LAW FIRM IN COLUMBIA, AS WELL AS PETE STROM AND JOHN
ALPHIN OF THE STROM FIRM IN COLUMBIA.
HAS ANY MEMBER OF THE JURY PANEL EVER BEEN
REPRESENTED BY ANY OF THESE ATTORNEYS OR BY THEIR

RESPECTIVE LAW FIRM?

- (7) THE ATTORNEYS REPRESENTING THE DEFENDANTS IN THIS CASE ARE STEVE JANIK AND LOVIC BROOKS OF THE JANIK LAW FIRM WITH OFFICES IN OHIO AND SOUTH CAROLINA. HAS ANY MEMBER OF THE JURY PANEL EVER BEEN REPRESENTED BY EITHER OF THESE ATTORNEYS INVOLVED IN THIS CASE OR BY THEIR LAW FIRM?
- (8) IS ANY MEMBER OF THE JURY PANEL RELATED BY BLOOD OR MARRIAGE TO OR HAVE A CLOSE PERSONAL OR SOCIAL RELATIONSHIP WITH ANY OF THE ATTORNEYS INVOLVED IN THIS CASE OR ANYONE IN THEIR LAW FIRMS?
- (9) HAS ANY MEMBER OF THE JURY PANEL FORMED OR EXPRESSED AN OPINION ABOUT ANY ISSUE OR MATTER INVOLVED IN THIS CASE?
- (10) IS ANY MEMBER OF THE JURY PANEL AWARE OF ANY BIAS OR PREJUDICE TOWARD EITHER THE PLAINTIFF OR THE DEFENDANT(S) IN THIS CASE?
- (11) DOES ANY MEMBER OF THE JURY PANEL KNOW OF ANY REASON WHATSOEVER WHY HE OR SHE SHOULD NOT SERVE AS A JUROR IN THIS CASE, WITH PARTICULAR EMPHASIS BEING PLACED ON YOUR ABILITY TO BE FAIR AND IMPARTIAL TO BOTH THE PLAINTIFF(S) AND THE DEFENDANT(S)?
- (12) IS ANY MEMBER OF THE JURY PANEL A PRACTICING OR RETIRED ATTORNEY?
- (13) HAVE ANY MEMBERS OF THE JURY PANEL BEEN INVOLVED IN A LAWSUIT? PLAINTIFF OR DEFENDANT? WERE YOU PLEASED WITH THE OUTCOME AND THE REPRESENTATION YOU RECEIVED FROM YOUR ATTORNEY.

LEWIS, BABCOCK & GRIFFIN, L.L.P.

**A. Camden Lewis
J. Ryan Heiskell
1513 Hampton Street
Post Office Box 11208
Columbia, South Carolina 29211-1208
(803) 771-8000**

Attorneys for Plaintiff

Columbia, South Carolina

Are the
documents
supposed to
be passed
around to jury?





Chester County, South Carolina

LOIS H. RODDEY, JUDGE OF PROBATE
POST OFFICE DRAWER 580
CHESTER, SOUTH CAROLINA 29706

May 4, 2015

Mr. J. Ryan Heiskell
Law Offices of Lewis Babcock Griffin L.L.P.
P. O. Box 11208
Columbia, SC 29211

In Re: Estate of Emma Davis
File No. 2010ES1200059-2

Dear Mr. Heiskell:

Regarding the above referenced Estate and the hearing held in the Chester County Probate Court on April 21, 2015, please find enclosed a copy of Order filed on May 4, 2015.

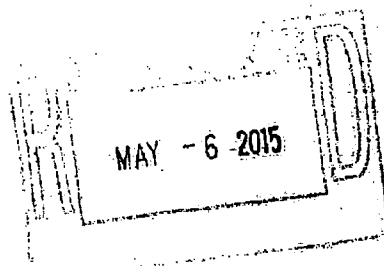
Yours truly,

Lois H. Roddey
Lois H. Roddey
Judge of Probate

LHR/sfw

Enclosure

Cc: Mr. Lovic A. Brooks, III
Janik, L.L.P.
Attorneys at Law
P. O. Box 136
Columbia, SC 29202



STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

IN THE PROBATE COURT

Case No.: 2010-ES-12-00059-2

IN THE MATTER OF EMMA DAVIS)

McGOWAN, HOOD & FELDER, LLC)
AND CHAD MCGOWAN, ESQ.,)

Petitioners,)

vs.)

WILLIE BELL, Successor Personal)
Representative of the Estate of Emma)
Davis,)

Respondent.)

ORDER

1000 H. ROBERTY
JUDGE OF PROBATE
2015 MAY -4 PM 2:34
PROBATE COURT
CHESTER COUNTY S.C.

This matter came before the Court upon Petition to Restrain and Remove Successor Personal Representative Willie Bell ("Bell") brought by McGowan, Hood & Felder, LLC and Chad McGowan (collectively referred to as "McGowan") who are defendants in a lawsuit brought by Bell on behalf of the Estate of Emma Davis. Respondent Bell has also filed a Motion to Dismiss the Petition on the grounds that Petitioners lack standing to challenge Bell's appointment.

After carefully considering the entire record in this matter as well as arguments of counsel presented at a hearing held in this matter on April 21, 2015, the Court hereby denies McGowan's petition. McGowan has failed to present sufficient evidence to support the claim that Bell should be removed as Personal Representative. McGowan does not dispute that Bell has priority of appointment under S.C. Code § 62-3-203 as the sole surviving heir. It is undisputed that Andrew Strong, who McGowan contends is a common law husband, failed to have his status

as Ms. Davis' husband adjudicated within the time limits provided under S.C. Code § 62-2-802(b)(4) and therefore is not to be considered a surviving spouse under the Probate Code. Furthermore, there is no claim that Bell has committed fraud or mismanaged the assets of the Estate.¹ Rather, McGowan asserts that there is not a legal or factual basis to assert the claims alleged in the lawsuit brought by Bell on behalf of the Estate. The Court concludes that this is not sufficient justification to remove Bell and that these issues will be resolved by the civil courts of this State in the context of the lawsuit.

In addition, McGowan as a defendant in the lawsuit does not have standing to challenge Bell's appointment. South Carolina Probate Code only provides for a "person interested in the estate" to petition the court for the removal of a PR.

SC Code § 62-3-611 provides:

(a) *A person interested in the estate* may petition for removal of a personal representative for cause at any time. Upon filing of the petition, the court shall fix a time and place for hearing. Notice shall be given by the petitioner to the personal representative, and to other persons as the court may order. Except as otherwise ordered as provided in Section 62-3-607, after service of the summons and petition upon the personal representative and receipt of notice of removal proceedings, the personal representative shall not act except to account, to correct maladministration, or preserve the estate. If removal is ordered, the court also shall direct by order the disposition of the assets remaining in the name of, or under the control of, the personal representative being removed. (emphasis added)

¹ McGowan also claims that Bell is not a suitable or capable to serve as the Personal Representative because of certain arrests or convictions he had in the past. Unlike many other states, South Carolina's probate court system does not have any provision barring a person with convictions to serve as PR. Even states that have statutes that prohibit a person "who is under a legal disability as a result of a conviction of crime" have found a person who has a past conviction but has completed his sentence is not automatically disqualified from serving. *See, In re Estate of Foxworth*, 732 S.W.2d 931 (Mo.App. 1987) (felony conviction for sale of heroin did not disqualify personal representative because at the time of his appointment he was no longer imprisoned and was free to carry out his duties). *See also, Padgett v. Estate of Gilbert*, 676 So.2d 440 (Fla. Dist. Ct. App. 1996) (statutes precluding those convicted of felony from serving as personal representatives of decedent's estate may not constitutionally provide for absolute disqualification of convicted felon who has had his or her civil rights restored). Here, Bell's felony conviction was over 20 years ago. Bell also has a misdemeanor conviction from 2007 for writing a fraudulent check under \$25. The Court finds that Bell's prior convictions do not disqualify him.

In the probate code, an "interested person" is expressly defined:

"Interested person" includes heirs, devisees, children, spouses, creditors, beneficiaries, and any others having a property right in or claim against a trust estate or the estate of a decedent, ward, or protected person,² which may be affected by the proceeding. It also includes persons having priority for appointment as personal representative and other fiduciaries representing interested persons. The meaning as it relates to particular persons may vary from time to time and must be determined according to the particular purposes of, and matter involved in, any proceeding.

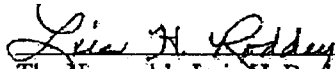
SC Code§ 62-1-201 (23).

McGowan is not an heir, devisee, child, spouse, creditor, beneficiary, person having a property right or claim in the estate, a ward or a protected person. McGowan is not a person who has priority to be appointed PR. McGowan is not a fiduciary representing interested persons -- while he may have represented Tanisha (and she herself may not be an "interested person" under the statute), he no longer does, and the petition was not filed on her behalf. While there are no South Carolina cases on point, there are opinions from other states clearly holding that a defendant in a lawsuit brought by the Estate cannot challenge the appointment of the PR. *See, Murg v. Barnsdall Nursing Home*, 123 P.3d 21 (2005); *Halliburton Energy Services, Inc. v. Gunter*, 167 P.3d 645 (2007); *In re Estate of Bendtsen*, 230 S.W.3d 832 (2007) ((citing *Logan v. Thomason*, 146 Tex. 37, 202 S.W.2d 212, 215 (Tex.1947); *Cassell v. Portelance*, 172 Wash.App. 156, 163 (2012).

² "Protected person" is as defined in Section 62-5-101: A "protected person" is a minor or incapacitated person for whom a conservator has been appointed or other protective order has been made the appointment of the PR.

Based upon the foregoing, McGowan's Petition is hereby denied and dismissed with prejudice.

IT IS SO ORDERED THIS 4 DAY OF May, 2015.


The Honorable Lois H. Roddey

Chester, S.C.