

1
2 IN THE COURT OF GENERAL SESSIONS
3 APPEAL FROM ANDERSON COUNTY
4

5 JESUS MARTINEZ VARGAS,

6 Petitioner / Appellant,

7 vs.

8 THE STATE,

9 Respondent
10
11
12
13

PETITION FOR APPEAL

Appellate Case No.: 2016-000527

Case No.: Assault and Battery Of A High And
Aggravated Nature 2015-GS-04-00781;
Pointing/Presenting A Firearm 2015-GS-04-
00782

14 Pursuant to Appellant South Carolina Civil Rule 243 and SC Code 18-1-70 To 90 Pet. hereby
15 respectfully petitions for an appeal based on the following facts and legal grounds:

- 16 1. Jesus Martinez "Petitioner" is the father of 4 children and has been legally in the United
17 States since 1986 with a Green Card legally.
- 18 2. Petitioner owned a large construction business for four-teen (14) years, grossing six (6)
19 million each year, plus or minus.
- 20 3. Petitioner is disabled and has serious medical problems including bilateral hip
21 degenerative joint disease, lumbar spine disorder, peripheral vascular disease and severe
22 type 2 diabetes with neuropathy, and recently a broken foot, daily taking Insulin, blood
23 thinners, and multiple medications. Currently over 15 daily medications including:
- 24 a. Metformin er 500mg. Tab – Sumatripton Tab USP. 50mg.
- 25 b. Simvastatin 40mg. Tab – Metoprolol Tartrate 25mg. Tab
- 26 c. Meloxicam 7.5mg. Tab – Glipidoarel 75mg. Tab.
- 27 d. Lisinopril 5mg. Tab – Ibuprofin 400mg. Tab
- 28 4. Petitioner Pet. Previously had attorneys Floyd Mills and Ernest "Ernie" Trammel first
handle his workers compensation case and automobile accident case.

- a. Admittedly Pet. was unsatisfied with attorney Ernest Trammels representation involving a workers compensation case that caused Pet. severe hardship and permanent physical injuries.
 - b. Mr. Floyd Mills was dishonest and had a clear motive to get rid of or otherwise set-up Pet.
 - c. Pet. told Mr. Mills he was going to sue him for legal malpractice in an email, only to be incarcerated shortly after by Mr. Floyd Mills. Pet. has 46 emails and other clear evidences.
5. Mr. Trammel demanded Pet. settle his workers compensation case for \$45,000.00. Pet. constantly refused to accept this unreasonable offer, primarily because Pet. needed additional ongoing medical treatment, etc. Mr. Trammel threatened Pet. he would remove himself if Pet. didn't accept the money. Pet. has evidence.
 6. Due to Mr. Trammel's failure to act and disagreement with Pet., Pet. lost his business during his physical injuries, he lost his houses, land, and other properties and equipment.
 7. Mr. Floyd Mills and his payroll cohorts claimed Pet. had a gun, which he didn't. The fact is, Pet. has never possessed or even used a gun in his lifetime. No gun was ever on record or discovered.
 8. Pet. is not guilty of the two alleged offenses. In fact and in square truth, Pet. never hit or made any physical battery upon Mr. Mills person.
 9. In March of 2015, Pet. was bonded on an unjust and highly over-charged \$100,000.00 surety bond until trial, without incident nor arrest. Pet. has no prior criminal record other than the underlying charge of assault and battery in an aggravated manner. Pet. is 51 years old and is and has always been a good law abiding citizen.
 10. Pet. is not guilty as charged, thus Pet. endured a jury trial on Feb. 24, 2016. Pet. was represented by poor counsel Mr. Fletcher N. Smith, who was given clear evidence prior to the trial to which he filed at the solicitors office but never saw nor used any of it to which would have otherwise provided a malicious motive for Mr. Floyd Mills. Mr. Smith did not even know Pet. Jesus Martinez name, often referring to him as "Jose."

- 1 11. Pet. case was timely appealed and is currently under Appellate review, trial counsel
2 refused to apply for an appellate bond pending appellate review, unless someone paid
3 him an additional \$1500.
- 4 12. Pet. and his family have unjustly spent over \$18,000.00 in legal fees to date, with little to
5 no help from the honorable attorney Mr. Fletcher Smith Esquire. It is now up to Pet and
6 his son to provide evidential proof of Pet. innocence with Mr. Mills own evidence
7 including the voice recordings, transcripts and other evidences that were left and unused
8 at the solicitors office by the honorable attorney Mr. Fletcher N. Smith Jr. on the date
9 2015 before the trial on 2-24-2016.
- 10 13. Pet. has a great deal to lose if his appeal for a new trial is not granted. In addition to the
11 items listed in paragraph one, he will most likely be forced to forfeit his United States
12 Citizenship, a status he holds near and dear to his heart. Following deportation and
13 forcefully leaving behind his entire livelihood and sole living family.
- 14 14. Pet. Pleads this Honorable Court will grant an appeal in his favor or at the very least
15 allow Pet. to remain a productive working law abiding citizen of The United States Of
16 America.
- 17 15. Pet also argues that law where applicable in light of State V. Workman 263 SE 2nd
18 865(1980); State V. Gibbon 550 SE 2nd 908 (2001) and S.C Code 18-1-80 and 90.
- 19 16. A strong probability is apparent that Petitioner will prevail on appeal, following
20 evidences that were hidden/unused by his own counsel.
- 21 17. WHEREFORE, based on the **ALL** Facts circumstances and the law Petitioner
22 respectfully seeks this Honorable Court to **grant** Petitioner and his family a chance to
23 prove his own case pursuant to the truth, fairness and justice.

24 Dated this 7th of November, 2017.

25
26 Jesus Martinez

27 _____
Jesus Martinez

1 The Constitution of South Carolina

2 "Victim's Bill of Rights"

3 ARTICLE I, SECTION 24

4 Passed January 22, 1998 at 1:50 PM

5 Be it enacted by the General Assembly of the State of South Carolina: Section 24. (A) To
6 preserve and protect victims' rights to justice and due process regardless of race, sex, age,
7 religion, or economic status, victims of crime have the right to:

- 8 1. be treated with fairness, respect, and dignity, and to be free from intimidation,
9 harassment, or abuse, throughout the criminal and juvenile justice process, and informed
10 of the victim's constitutional rights, provided by statute;
- 11 2. be reasonably informed when the accused or convicted person is arrested, released from
12 custody, or has escaped;
- 13 3. be informed of and present at any criminal proceedings which are dispositive of the
14 charges where the defendant has the right to be present;
- 15 4. be reasonably informed of and be allowed to submit either a written or oral statement at
16 all hearings affecting bond or bail;
- 17 5. be heard at any proceeding involving a post-arrest release decision, a plea, or sentencing;
- 18 6. be reasonably protected from the accused or persons acting on his behalf throughout the
19 criminal justice process;
- 20 7. confer with the prosecution, after the crime against the victim has been charged, before
21 the trial or before any disposition and informed of the disposition;
- 22 8. have reasonable access after the conclusion of the criminal investigation to all documents
23 relating to the crime against the victim before trial;
- 24 9. receive prompt and full restitution from the person or persons convicted of the criminal
25 conduct that caused the victim's loss or injury including both adult and juvenile
26 offenders;
- 27 10. be informed of any proceeding when any post-conviction action is being considered, and
28 be present at any post-conviction hearing involving a post-conviction release decision;
11. a reasonable disposition and prompt and final conclusion of the case;
12. have all rules governing criminal procedure and the admissibility of evidence in all

1 criminal proceedings protect victims' rights and have these rules subject to amendment or
2 repeal by the legislature to ensure protection of these rights
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1 Dear Clerk:

2 Enclosed for filling are the originals and one copy of my prose Petition for Appeal and
3 Affidavit of Service. Please return the extra copy time stamped within the pre-paid stamped
4 self-addressed stamped envelope herein.

5 I certify that both counsels were properly served the some as proof of service depicts.

6 Thanks for your time in this matter.

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10
11 Dated this 7th of November, 2017.

12
13 Jesus Martinez

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Jesus Martinez
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STATE OF SOUTH CAROLINA)

COUNTY OF Anderson)

AFFIDAVIT OF SERVICE

Affiant/Petitioner)

Vs.)

The State)

Respondent)

PERSONALLY appeared before me the undersigned, who being first duly sworn, deposes

and says that on the _____ day of _____, he/she served the _____

Petition For Appeal

on _____

☒ by delivering unto Mail Room Staff a copy thereof and leaving

the same with him/her at Ridgeland Institution as indicated below

☒ by depositing the above, this date, with proper postage affixed, as follows:

[] further, that the deponent is not a party to this action. N/A

SWORN to before me this _____

day of _____

Notary Public for South Carolina

My Commission Expires: _____

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
ADMINISTRATIVE LAW COURT

The Honorable R. Lawton McIntosh

Case No.: Assault and Battery Of A High And Aggravated Nature 2015-GS-04-00781;
Pointing/Presenting A Firearm 2015-GS-04-00782

JESUS VARGAS MARTINEZ,

Appellant,

Versus

STATE,

Appellee.

CERTIFICATE OF SERVICE

I, Fletcher N. Smith, Jr., hereby certify that I have this 2, day of March, 2016, served a copy of the herein below listed documents to the addressees listed below by depositing a copy of same in the United States Postal System postage prepaid, and mailing same to:

~~The Honorable Jenny Abbott Kitchings~~
South Carolina Court of Appeals Clerk of Court
P.O. Box 11629
Columbia, SC 29211

The Honorable Richard A. Shirley
Tenth Judicial Circuit Clerk of Court
P.O. Box 8002
Anderson, SC 29622

Catherine T. Huey, Esquire
Sr. Career Prosecutor
Tenth Judicial Circuit Solicitor's Office
100 South Main Street
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INTRODUCTION

By Mrs. Huey: Trey Mills? First of all, why in the world would he subject himself to coming in this court room? “WHY” in the world would he make that up?

- Mr. Floyd Mills was dishonest and had a clear motive to get rid of otherwise SET-UP PET.
- Petitioner, told Mr. Floyd Mills, he was going to SUE his company for legal malpractice and negligence on 1-26-2015. Mr. Mills would be in danger of losing his firm and license. PET. HAS TRUTH EVIDENCE.
- Mr. Floyd Mills did not fulfill his legal duties, he did not pay all the Medicals Bills from the Village Hospital from a prior case of my son Jesse Martinez VS. Sain Heavner Trucking Co. (Disbursement of proceeds 130182-1 \$1,144.00) I talked to Mr. Floyd Mills and his legal response, “DON’T PAY,” a very unethical legal advice. His next response was to offer the hospital Five-hundred dollars. PET. Jesus tried to reason and remind his lawyer, Mr. Floyd Mills that the distribution of medical bills was his legal duty, “but yall supposed to cover and especially that one, the first invoices where that happen the accident we bring the papers to yall.” To which Mr. Mills got furious at PET. and denied the responsibility. PET. at that point told him, “I think I don’t need you no more” and released him as legal counsel for that particular case. Date, July 2014 – PET. has evidence in the recordings/transcripts.

Mr. Floyd Mills Fraud and Acts of Malpractice Case 13-01774700

PET. Jesus Martinez Plaintiff VS. Thaddeus Jenkins Defendant

Mr. Floyd Mills said to PET. Jesus, “I take 25% of \$35,000.00,” Mr. Floyd Mills then said to PET. Jesus, “sign the paperwork,” realizing it was for 40% on 2-12-15, PET. did not sign. Attorney fees (40%) was a total of \$14,000.00 on 2-12-15. Floyd Mills knowingly and maliciously tried to trick PET. Jesus into an unfair and unjust contract. Mr. Floyd Mills then said, “Sign the paperwork” attorney fees \$11,666.67. PET finished the case from 07-2014 to 4-27-2015.

Gross Proceeds to client before expenses --- \$15,220.26.

4-27-2015 ATTORNEY FEES --- \$11,666.67

4-27-2015 PET. JESUS RECEIVED ----\$7,208.05

PET HAS TRUTH EVIDENCE ON 2-12-2015

Mr. Floyd Mills said to PET. Jesus Martinez – on 1-26-2015

“We are not letting you try and not pay us like you did Ernie on the W.C Claim.” Mr. Ernie Trammell committed an Improper Withdrawal on PET. Jesus case solemnly because PET refused to accept an offer of \$45,000.00.

Mr. Ernie Trammell GOT MAD AND CURSED AT PET. HAS TRUTH
EVIDENCE

SEE RECORDING TRANSCRIPTS -- 06-2014

INTRODUCTION

This is FRAUD From Mr. Floyd Mills to PET. Jesus Martinez

Mr. Floyd Mills said to PET. "Sign this paperwork" on 02-12-15.

Jesus Martinez as Parent & Guardian of Jesse Martinez (Plaintiff) VS. SAIN & HEAVNER TRUCKING CO. (Defendant). This case was on 2013 (130182-). PET DID NOT SIGN. Mr. Floyd Mills GOT VERY MAD AND Mr. Floyd Mills PUSHED PET. Mr. Jesus Martinez and PET left the office and he sat for a few minutes in his truck, smoking one cigarette and then he pulled off. Mr. Floyd Mills created a fictional story, filed a fraudulent police report and evidence, lied under oath, committed a felony so PET. Jesus Martinez couldn't otherwise report him.

PET HAS TRUTH EVIDENCE on 02-12-2015

This is CRIMINAL AND MALPRACTICE EVIDENCE of Mr. Floyd Mills

Mr. Mills ADDRESSED SOME EMAILS

Mr. Mills said very aggressive, very threatening emails. Mr. Floyd Mills said, "I'd better sign the checks" and calling me a "little boy."

PET. Jesus Martinez has TRUTH EVIDENCE

Mr. Floyd Mills sent PET. 13 emails on 1-26-2015

Mr. Floyd Mills told PET. to come to his office 9 times within 2 days, to meet face-to-face (1-26-2015 & 1-27-2015 from the time 9am to 7pm on 1-26-2015.)

Mr. Floyd said he can file a lawsuit for criminal offense, forgery and felony. PET. told Mr. Floyd Mills on 1-26-2015 that he was worse than a women and PET. said to, "stop ok." PET said, "I won't play his games" and PET said, "Stop buddy ok."

Mr. Floyd Mills did not stop, he went crazy.

PET. said 6 times to Mr. Floyd, "go home tomorrow you can argue from 10am to 7pm" on 1-26-2015. PET NEVER SAID, "I'd better" sign the checks.

INTRODUCTION

EMAILS THAT CONTINUE

PET. said to Mr. Floyd Mills 1-26-2015 at 5:58 PM

“Ok, go home and tomorrow you continue playing.” “Go with you wife and play with her thanks for stop today.” And Mr. Floyd continued playing up until around 7pm. The next day Mr. Floyd continued his taunting early morning by 10 A.M. like a crazy little boy, 1-27-2015. PET. asked, “Only for the checks?” PET. said to Mr. Floyd, “when I receive the check it’s going to be in my name and your name, I come to your office and you sign.” Mr. Floyd got angry and said to PET. “NO I sign and deposit in our trust account or we sign and take to court.” PET. said to Mr. Floyd Mills 1-27-2015 A.M., “you again already bother people, go back to the school, I recommend you. Malpractice attorney lawyers must meet the standards of conduct professional examples of breach of duty of care include the violation of fiduciary duty, breach” and PET said, “legal malpractice can happen when a lawyer fails to render legal services with the care, prudence, and diligence that the ordinary lawyer would use under similar circumstances. Lawyers are subject to strict standards of conduct, including a fiduciary duty, rules of confidentiality and other ethical regulations. When a lawyer’s breach harms a client, the lawyer’s may be liable for the resulting damages. A client would have to show that the attorney’s actions were not simple ill-advised strategy but that strategy or mistake was something that no reasonable attorney would have pursued or made in a similar case.”

INTRODUCTION

EMAIL CONTINUES 1-27-2015 AM

For example, a lawyer who misses the status of limitations to file a particular claim could be deemed negligent because a reasonable attorney would likely be aware of the time frame in which the claim could be filed. Mr. Floyd said to PET, "I understand and did not commit legal malpractice. Feel free to seek additional counsel if you must but what exactly is it that you think I did wrong or that was ill advised?" PET. said to Mr. Floyd Mills, "like you said, I know my rights."

Mr. Floyd Mills sent 13 emails on 1-26-2015

Mr. Floyd Mills sent 8 emails on 1-27-2015

Mr. Floyd Mills sent 1 email on 2-03-2015

PET. Jesus sent 13 emails on 1-26-2015

PET. Jesus sent 13 emails on 1-27-2015

PET. Jesus sent 1 email on 2-03-2015

On 2-03-2015 -- 9 days before the meeting in his office on day 2-12-2015 PET. praised and thanked Mr. Floyd Mills on a fantastic outcome, everything was worked out, "Thank you sir today that was a good meeting with you and you was very professional and thank you for you for you don't make me mad that helps a lot too much sugar in my pressure and I think you looks better and silence thank you." Mr. Floyd Mills replied to PET. "Thank you. Glad we were able to work it out. Mr. Floyd Mills and PET. Jesus Martinez – we SAID and agreed by the 25% attorney fee

INTRODUCTION

Ms. Ashley Reese said to PET. Mr. Jesus Martinez, "THEY AND I WE CAN DROP THE CASE AT ANY TIME WITHOUT ANY FEES" on date 6-2014 – see voice recording transcript

PET. Jesus HAS TRUTH EVIDENCE 6-2014

Direct Insurance on Date 2-23-2015

"As you are aware, Direct General resolved Jesus Martinez's claim for \$35,000.00 and Jesse Martinez's claim for \$7,224.00. We had been notified that Mr. Mills was asserting a lien on the proceeds, and Direct General was subsequently notified in writing that all parties agreed to have a two party check issued so that the attorney fee lien could be resolved without Direct General's Involvement."

Mr. Floyd Mills said to Ms. Huey in the court 2-23-2016 and 2-24-2016, "Once he had fired me, the insurance company, they don't really care. They want to just be done with"

ATTEMPTED MURDER

Mr. Floyd Mills AND Roy Trammel had a gun and they were prepared to shoot Mr. Jesus Martinez.

Mr. Smith Attorney has the statements.

TRUTH EVIDENCE IN THE COURT transcripts and statements 2-12-15

Date 2-23-2016 AND 2-24-2016

IN THE COURT OF GENERAL SESSIONS

APPEAL FROM ANDERSON COUNTY

JESUS MARTINEZ VARGAS,

Petitioner / Appellant,

vs.

THE STATE,

Respondent

Appellate Case No.: 2016-000527

Case No.: Assault and Battery Of A High And
Aggravated Nature 2015-GS-04-00781;

Pointing/Presenting A Firearm 2015-GS-04-00782

MY NAME IS JESUS VARGAS MARTINEZ -367256, BLUFFTON B-15, I HAVE SEVERE TYPE 2 DIABETES, HIGH BLOOD PRESSURE, EXTREME DIARRHEA ON A NEARLY DAILY BASIS, BAD ARTERIES AND A CLOGGED STENT THAT NEEDS SERIOUS ATTENTION, DEPRESSION AND NOW A BROKEN FOOT. ANY SMALL CUT FOR OLDER DIABETICS CAN BE SERIOUSLY PRONE TO INFECTION AND I DID NOT KNOW MY LEG WAS BROKEN UNTIL MY DOCTOR VISIT MANY DAYS LATER, I HAVE VERY BAD NERVES THAT NEED ATTENTION. I PLEAD AND HASSLE EVERY WEEK WITH THE DOCTORS, THE NURSES UNDERSTAND BUT CANT DO ANYTHING, THE DOCTOR ALWAYS REFUSES MY REQUESTS, HE ONLY GIVES ME ADVIL TO QUITE THE PAIN BUT IT IS ONLY GETTING WORSE AND WORSE. IVE BEEN HERE IN RIDGELAND CORRECTIONAL FACILITY FOR 2-3 YEARS AND THEY OVERDOSE ME WITH INSULIN OR UNDER DOSE ME ALMOST GUESSING, NEVER TREAT ME PROPERLY I NEED BETTER MEDICAL ATTENTION NOW MORE THAN EVER WITH MY BROKEN FOOT, I NEVER RECEIVED CRUTCHES OR A WHEEL CHAIR, I HAD TO WALK WITH A BROKEN FOOT AND NOTHING TO EASE MY SUFFERING I NEED BETTER MEDICAL ATTENTION. I BROKE MY FOOT BECAUSE I SLIPPED ON MY ROOMMATES CRAP, THE TOILETS WERE BROKEN IN MY SECTION INCLUDING MINE. IT WAS CLOGGED AND OVERFLOODED IN MY CELL, THERE WAS BACKFLOOD OF MY ROOMMATES CRAP, MY OWN, URINE, AND THE OTHER CELL MATES MIXTURE AS WELL. I AM SEVERELY DIABETIC, I CAN GET WOUNDS INFECTED MUCH MORE DANGEROUSLY THAN NORMAL PEOPLE. I WAS CLEANING UP THE DISGUSTING VOLATILE CRAP WHEN I SLIPPED AND FELL, I DID NOT FEEL PAIN AT FIRST BECAUSE OF MY BAD ARTERIES BUT THE DOCTOR CHECKED IT AND IT WAS BROKEN AND BLEEDING A LOT. I AM ONLY GIVEN ADVIL FOR EVERY TREATMENT. I ASKED FOR A WHEEL CHAIR, I RECEIVED NOTHING. THE DOCTOR DIDNT GIVE ME ANYTHING. I WAS FORCED TO WALK ON THE DIRTY FLOORS WITH MY BROKEN BLEEDING FOOT, I HAD NO CRUTCHES, NO WHEEL CHAIR, NO COMFORT SHOE TO EASE THE PAIN AND BALANCE MY WEIGHT OFF THE BROKEN FOOT. I HAD NOTHING, I WAS FORCED TO WALK ON THE FLOOR WITH MY BROKEN FOOT AND NO HELP. EVERYDAY I AM GIVEN MEDICATION THAT MAKES ME HAVE EXTREME DIARRHEA ALL NIGHT. I DO NOT SLEEP FOR FEAR THAT I WILL GO ON MYSELF IN THE NIGHT, I SIT ON THE TOILET ALL NIGHT. I ASK I PLEAD THE DOCTOR TO GIVE ME BETTER MEDICATION WITH NO SIDE EFFECTS, I AM ALLERGIC TO THESE MEDICINES, THEY ARE GIVING ME AN ALLERGIC REACTION, I HAVE DIARRHEA ALMOST EVERY NIGHT FOR HOURS EACH TIME, I DO NOT LEAVE THE TOILET. THE FOOD IS NOT GOOD FOR DIABETICS, THE

GROUND BEEF HAS WRITTEN ON THE BOXES "NOT FOR HUMAN CONSUMPTION" THEIR IS ALOT OF SUGAR FOODS AND UNHEALTHY FOODS FOR DIABETTICS, I NEED BETTER MEDICAL ATTENTION. I AM TEASED AND BULLIED BY THE INMATES, THEY CALL ME NAMES AND TAUNT ME ALMOST EVERYDAY. I AM FORCED TO SIT QUIETLY BECAUSE I AM OLD AND DIABETIC AND CAN NOT DEFEND MYSELF, I AM CALLED MANY RACIST NAMES BECAUSE I AM HISPANIC, MANY RACIST JOKES THAT ARE NOT FUNNY BUT CRUEL. I AM BULLIED ALMOST DAILY, I SAY NOTHING BECAUSE IF I SAY SOMETHING THEY WILL KILL ME OR BEAT ME. I NEED PROTECTION, I CANNOT SLEEP SAFELY WITHOUT BEING WORRIED ABOUT GETTING ATTACKED. MY PREVIOUS CELL MATE WAS JUST ATTACKED BY 3 INMATES, I FEAR THE SAME WILL HAPPEN TO ME IF I DO NOT GET PROTECTION.

I AM OLD AND CANNOT DEFEND MYSELF, I AM BULLIED AND CANNOT DO ANYTHING ABOUT IT. THIS HAS BEEN GOING ON FOR YEARS BUT I CANNOT SPEAK OUT BECAUSE THEY WILL HURT ME OR KILL ME FOR POINTING THE FINGER. FOR THIS I AM NOW DEPRESSED, I HAVE BEEN DEPRESSED FOR YEARS, I NEED PROTECTION AND BETTER MEDICAL ATTENTION. PLEASE TRANSFER ME TO A FACILITY WHERE THEY CAN ATTEND MY MEDICAL NEEDS AND MORE CLEAN AND SAFE. WE ARE GIVEN LITTLE RAGS TO CLEAN OURSELVES AND MOP THE FLOORS, I CANNOT GET MY WOUNDS INFECTED AND I CANNOT CLEAN AND WALK WITH A BROKEN FOOT AND NO WHEEL CHAIR, IT TOOK THE DOCTOR 3 FULL WEAKS TO GIVE ME A CUSHION SHOE FOR SUPPORT, PLEASE I NEED A FACILITY WITH BETTER MEDICAL ATTENTION AND NO HARRASMENT FROM OTHER INMATES. I ALSO WOULD LIKE TO BE CLOSER TO MY SON, I HAVE A YEAR LEFT AND WOULD LIKE TO BE CLOSER TO MY SON IN LAURENS SC. I AM CURRENTLY 3 HOURS AWAY FROM HIM BUT THE MAIN THING IS MY MEDICAL AND AWAY FROM THE DANGEROUS INMATES. I NEED SAFETY AND PROTECTION AND BETTER HYGIENE AND REAL MEDICAL ATTENTION.

August 11, 2017

Just as I had predicted, I was attacked in my own cell. I was attacked my cellmate because the prison Major Consonya Washington and Captain Evans did not take my plead seriously. I went to them on the same day and pleaded that they move me because my cellmate had weapons and was threatening to kill me and beat me up. They both did nothing. The man known as Gambrell, Anthony SCDC# 233879 threw all of my belongings on the hallway and as I was on my knees picking them up he kicked me in my face and left me bleeding nearly unconscious on the floor. I pleaded and begged the officers in charge to move me to a new cell and they didn't and I am to pay for their mistake. If nothing is done, I will die in this prison.

FRAUD AND MALPRACTICE

Floyd Simpson “Trey” Mills III – Cross – Examination by Mr. Smith

Mr. Floyd Mills FRAUDS PET. Mr. Jesus Martinez

Floyd - 14.A. We had worked it out. **I told him I’d take twenty-five percent** of \$35,000.00

15.A. **instead of a third.** I told him I’d pay any lien he was

(READ PAGE 5 AND 6, NOT CONSISTENT WITH EACH OTHER.)

16.A. concerned about. And I had it all in writing for him to

(READ PAGE 5 AND 6, NOT CONSISTENT WITH EACH OTHER.)

17.A. sign. **He said he’d consider it and take it with him.**

(Mr. Floyd Mills statement is fraudulent, he claims Mr. Martinez “took it with him” and then claims to have “went and got” it for him on a separate occasion. NOT CONSISTENT WITH EACH OTHER.)

Floyd Simpson “Trey” Mills III – Direct Examination by Ms. Huey

Page 33

Floyd - 2.A. I sat him down to

3.A. the right of the head of the table **And I went and got**

(NOT CONSISTENT WITH EACH OTHER.)

4.A. **the disbursement paperwork with all the liens with**

5.A. **everything that needed to be signed.**

6.A. once I gathered everything, I closed the door behind

7.A. me, sat down at the head of the table, him to my right.

8.A. I got ready to sign all the paperwork and I passed I to

9.A. him to sign, indicating everything broken down to by the

10.A. penny which is what disbursement is.

Mr. Floyd Mills is **LYING** – look at the evidence on the following pages 4 to 9.

It was never 25/100 (25%), rather it was 40/100 (40%)

Mr. Mills statements are Not consistent with each other– look at pages 5 and 6

Mr. Floyd Mills included the village hospital lien from a prior case of my son, Jesse Martinez

I didn't sign the paperwork because he is Lying and a FRAUD – Look at the bottom of page 6

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

JESUS MARTINEZ,

PLAINTIFF,

vs.

DISBURSEMENT OF PROCEEDS

THADDEUS JENKINS,

(130151-2)

DEFENDANT.

Attorney Fees-(40%)-----

\$14,000.00

IS NOT 25%

Costs Advanced:

SC Dept. of Motor Vehicles-----	\$ 6.00
Healthport-----	\$ 90.57
RecordQuest-----	\$ 23.48
Clerk of Court Filing Fee-----	\$ 150.00
Anderson County Sheriff-----	\$ 25.00
AnMed Health Family Medicine-----	\$ 70.50
Insurance Acct Management Service-----	\$ 21.87
W.G. Turner Process Server-----	\$ 55.00
Anderson Independent-----	\$ 733.00
Long distance, postage, mileage, conference room, & miscellaneous expenses-----	\$ 25.00
TOTAL COSTS ADVANCED-----	\$ 1,200.42

Mr. Floyd Mills
he said
To: PET
On 2-12-15
is FRAUD

Medical Liens Outstanding:

GreenLink Solutions, LLC-----	\$6,646.55
Xerox Recovery Services-----	\$
TOTAL MEDICAL LIENS OUTSTANDING-----	\$

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

JESUS MARTINEZ,

PLAINTIFF,

vs.

THADDEOUS JENKINS,

DEFENDANT.

DISBURSEMENT OF PROCEEDS

(130151-2)

SETTLEMENT:-----\$35,000.00

LESS:

Attorney Fees-----\$11,666.67

Costs Advanced:

SC Department of Motor Vehicles-----	\$ 6.00
AnMed Health-----	\$ 90.57
AnMed Neurology Consultants-----	\$ 23.48
Belton EMS-----	\$ 21.87
Anderson County Clerk of Court-----	\$ 150.00
AnMed Health Family Medicine Center-----	\$ 70.50
Long distance, postage, mileage, conference room & miscellaneous expenses-----	\$ 75.00
TOTAL COSTS ADVANCED-----	\$ 415.55

TOTAL COSTS ADVANCED AND ATTORNEY FEES-----\$12,082.22

→ Different Case This is Fraud FROM Mr. Floyd Mills.

XEROX RECOVERY SERVICES-(Jesse Martinez)-----\$ 697.52

PAID SEPARATELY BY CLIENT DIRECTLY to PROVIDER

GreenLink Solutions, Inc.-----\$ 7,000.00

GROSS PROCEEDS TO CLIENT-----\$15,220.26

I have read this Disbursement of Proceeds, understand the expenses and bills outstanding, agree and authorize disbursement as indicated above, approve the disbursement and acknowledge receipt of a check in the net amount paid to client. I UNDERSTAND AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR ANY AND ALL OUTSTANDING MEDICAL BILLS, AND THAT I HAVE DIRECTED MY ATTORNEYS TO PAY ON MY BEHALF ONLY THOSE MEDICAL BILLS SET FORTH ABOVE.

This fee is also inclusive of the Village Hospital medical lien outstanding for son, Jesse Martinez from a prior case. That fee is being resolve by attorney for no additional charge or costs to me.

JESUS MARTINEZ

Disbursement figured and
concluded by:

IS NOT 25%

Mr. Floyd
Mills
he said
Sing to: Pet.
on 2-12-15
is FRAUD

LOOK

LOOK

-12-1

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

6

JESUS MARTINEZ,

PLAINTIFF,

vs.

THADDEOUS JENKINS,

DEFENDANT.

DISBURSEMENT OF PROCEEDS

(130151-2)

SETTLEMENT:-----\$35,000.00

LESS:

Attorney Fees-----\$11,666.67

Costs Advanced:

SC Department of Motor Vehicles-----	\$ 6.00
AnMed Health-----	\$ 90.57
AnMed Neurology Consultants-----	\$ 23.48
Belton EMS-----	\$ 21.87
Anderson County Clerk of Court-----	\$ 150.00
AnMed Health Family Medicine Center-----	\$ 70.50
Long distance, postage, mileage, conference room & miscellaneous expenses-----	\$ 75.00
TOTAL COSTS ADVANCED-----	\$ 415.55

TOTAL COSTS ADVANCED AND ATTORNEY FEES-----\$12,082.22

DIFFERENT CASE THIS IS FRAUD FROM MR. FLOYD MILLS.

XEROX RECOVERY SERVICES-(Jesse Martinez)-----\$ 697.52

PAID SEPARATELY BY CLIENT DIRECTLY TO PROVIDER

GreenLink Solutions, Inc.-----\$ 7,000.00

GROSS PROCEEDS TO CLIENT-----\$15,220.26

I have read this Disbursement of Proceeds, understand the expenses and bills outstanding, agree and authorize disbursement as indicated above, approve the disbursement and acknowledge receipt of a check in the net amount paid to client. **I UNDERSTAND AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR ANY AND ALL OUTSTANDING MEDICAL BILLS, AND THAT I HAVE DIRECTED MY ATTORNEYS TO PAY ON MY BEHALF ONLY THOSE MEDICAL BILLS SET FORTH ABOVE.**

This fee is also inclusive of the Village Hospital medical lien outstanding for son, Jesse Martinez from a prior case. That fee is being resolve by attorney for no additional charge or costs to me.

JESUS MARTINEZ

Disbursement figured and
concluded by:

IS NOT 25%

Mr. Floyd
Mills
he said
Sing to: Pet.
on 2-12-15
is FRAUD

LOOK

Look

Settlement amount: \$35,000 minus
\$15,200.42 (attorney lien) minus
\$7,000 (repayment to Greenlink) minus
\$5,591.53 (Medicaid lien)
Net total of \$7,208.05

PE 7 Finish THE CASE
From 8-2014 To 4-27-2015

Again, we will issue checks in accordance with the above as soon as you return the Release we previously sent. Mr. Mills again stated he would be willing to go before a fee dispute representative in Anderson, which is a neutral attorney who would decide if the fee claimed by Mr. Mills was fair and reasonable.

Until there is agreement about the attorney lien, we cannot disburse checks.

Thanks,

Michael

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, April 27, 2015 11:40 AM
To: Montgomery, Michael
Cc: Cindy J. Blangeard
Subject: RE: Claim No:13-01774700

[Quoted text hidden]

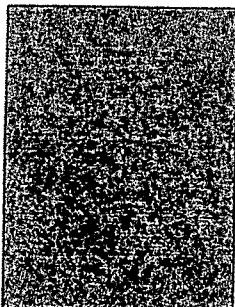
Jesus Martinez <victor10151966@gmail.com>
To: Michael Montgomery <mmontgomery@sowellgray.com>
Cc: "Cindy J. Blangeard" <Cindy.Blangeard@directgeneral.com>

Mon, Apr 27, 2015 at 1:40 PM

Thank you sir Michael Montgomery
I got the papers for South Carolina commission of conduct and I will submit the papers to the Commission thank you sir

[Quoted text hidden]

2 attachments



0427151336.jpg
438K



Xerox Recovery Services
P.O. Box 4003
Schaumburg, IL 60168-4003

July 15, 2014

Direct Administration Inc
Attn: Sarah Rudy-Hamilton
P.O. Box 30210
Tampa, FL 33630

V.H.
13-01774700
CLSRH2/07

Claimant: Jesus V+ Martinez
Your Insured: Jesus V Martinez
Our Case ID: 17358600
Date of Loss: 10/20/2013
Our Client: First Choice by Select Health of South Carolina
Your Claim Number: 1301774700

Please be advised that the lien amount to date is \$5,591.53. Please call prior to settlement or judgment to determine the total amount of benefits paid by our client.

Also, would you kindly provide us with a list of the medical specials that you have received from the attorney for the claimant.

Thank you for your cooperation.

Very truly yours,

Jennifer Hineman
Xerox Recovery Services
(847) 839-7222



9
MICHAEL MONTGOMERY
Direct Dial 803 231.7833
Direct Fax 803 231.7890
Email mmontgomery@sowellgray.com

October 29, 2015

PICKED UP AT SOWELL GRAY

Mr. Jesus Martinez
3736 Todd Quarter Road
Waterloo, South Carolina 29384

RE: Jesus Martinez and Jesse Martinez v. Thaddeus Jenkins
Civil Action No.: 2014-CP-04-1654
DGIC Claim No.: 13-01774700
Date of Accident: 10/20/13
Our File No.: 5719/1693

Dear Mr. Martinez:

This will acknowledge receipt of the executed Release in the above matter. Enclosed herein please find the settlement check from Direct General Insurance Company in the amount of \$7,208.05.

With warmest regards, I remain

Very truly yours,

J. Michael Montgomery

JMM:cnm

Enclosure

cc: Mr. Peter Cervantes (via e-mail)

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

JESUS MARTINEZ, as Parent
& Guardian of Jessie Martinez,

DISBURSEMENT OF PROCEEDS

PLAINTIFF,

(130182-1)

vs.

SAIN & HEAVNER TRUCKING CO.

DEFENDANT.

SETTLEMENT:-----\$25,000.00

LESS:

Attorney Fees-----\$8,333.33

Costs Advanced:

SC Department of Motor Vehicles-----	\$ 6.00
AnMed Health Family Medicine-----	\$ 39.00
AnMed Health Rehab Hospital-----	\$ 34.50
Healthport-----	\$ 45.39
Healthport-----	\$ 32.19
Long distance, postage, mileage, miscellaneous expenses-----	\$ 25.00

TOTAL COSTS ADVANCED-----\$ 182.08

TOTAL COSTS ADVANCED AND ATTORNEY FEES-----\$ 8,515.41

FIRST CHOICE BY SELECT HEALTH-----\$ 1,136.97

GROSS PROCEEDS TO CLIENT -----\$ 15,347.62

I have read this Disbursement of Proceeds, understand the expenses and bills outstanding, agree and authorize disbursement as indicated above, approve the disbursement and acknowledge receipt of a check in the net amount paid to client. **I UNDERSTAND AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR ANY AND ALL OUTSTANDING MEDICAL BILLS, AND THAT I HAVE DIRECTED MY ATTORNEYS TO PAY ON MY BEHALF ONLY THOSE MEDICAL BILLS SET FORTH ABOVE.**

JESUS MARTINEZ, as Parent and
Guardian of Jesse Martinez

Disbursement figured and
concluded by:

_____, 2013.

*This is FRAUD From Mr. Floyd
Mr. Floyd said he said sign to: Pet.
On 2-12-2015 this is from a prior case. -12-*

CLOSING ARGUMENT – PAGE 98

By Ms. Huey

“WHY IN THE WORLD WOULD HE MAKE THAT UP”

3. Fraud from Mr. Floyd Mills from prior case, 130182-1

Jesse Martinez son, Plaintiff VS. Sain & Heavner Trucking Co. Anderson SC

PET. has truth evidence proving Mr. Floyd Mills violated the terms of the contract, overcharging written amount and giving illegal instructions to commit Medicaid fraud. He also ill-advised me not to pay any medical debt, he said, “Don’t pay those BILLS.” Medical bills from Village Hospital, sum of \$1,144.00 dollars from prior case. Next, Mr. Floyd Mills said, “OFFER TO PAY THEM \$500.00 DOLLARS.” Truth evidence – look at page 16, # 81 & 85

Petitioner said to Floyd Mills,

“You’re supposed to cover it, especially that one; it’s the first bill.” To which Floyd responded, “Yeah Bulls Eye.” Mr. Mills Failed to include the medical bills, violating the terms of his contract. Truth Evidence – look at page 16, # 88 & 89

Petitioner responded to Floyd Mills,

“I think I don’t need you no more,” we argued for 30-40 minutes. – look at page 18 #130

Petitioner, told Mr. Floyd Mills, he was going to SUE his company for legal malpractice and negligence on 1-26-2015. Mr. Mills would be in danger of losing his firm, license and livelihood. Mr. Mills had no choice but to SET-UP PET. and get rid of him before he could file a lawsuit.

PET. HAS TRUTH EVIDENCE – look at pages 13-19

Mr. Floyd Mills, The Lying Lawyer on Floyd Simpson “Trey” Mills III – Direct Examination by Ms. Huey – Page 30 – 10A. July and October “Mr. Martinez came into the office and wanted to fire me and more” Floyd said. – Look at pages 13-19

No consistency with each other

Floyd Simpson "Trey" Mills III – Direct Examination by Ms. Huey

Page 29

CRIMINAL EVIDENCE

Mr. Floyds Testimony-

10. A: July and October, Mr. Martinez came into the office and

11. A: Wanted to fire me.

This is Libel / Slander and Fraud and Lying under oath, PET. Mr. Martinez sought legal advice and received illegal fraudulent advice feeling disgusted he had no choice but to release him as counsel.

From Mr. Floyd: MALPRACTICE ACTION

12. Q: So he wasn't happy with your representation?

13. A: He wanted his money.

14. Q: What do you mean by that?

15. A: He wanted his money now. He didn't want to wait for

16. the litigation to be over. He wanted – he was in need

17. of money then and now. I told him that's not how it

18. works. We've lost leverage if I do that. I can

19. certainly settle it but it's even then going to take

20. time because by this point, a defense attorney is

21. involved. And they get paid by the hour.

22. Q: Now, so regardless, he did fire you though; is that

23. correct?

24. A: Yes. He said he no longer wanted my services and

25. fired me there and left the office.

Again Mr. Mills is Libel / Slander and Fraud and Lying under oath. Pet. Mr. Martinez recorded all of his meetings with Attorney Mr. Mills including this particular one, Mr. Martinez never brought up any subject of his settlement money nor did he ever tell Mr. Mills that "he wanted his money." Mr. Martinez was solely there to clear up the due medical bill that the attorney failed to pay, which was his duty as per the legal binding contract. This evidence is included in both audio and translated in written format. Which was originally given to our attorney Mr. Smith and the solicitors office to use in trial but was never used or reviewed by our attorney.

You will see the truth in following pages: 13 – 19 and also in the audio file

Mr. Mills statements have no consistency with EACH OTHER.

7.1 page from # 10-8 July and October ✓ 13
10-1 To Pet Pet has evidence
The truth is this

1. FLOYD- MARTINEZ FAMILY,
2. JESUS- MHHM HOW YOU
3. FLOYD- HOW'S THAT COUCH WORKING OUT FOR YOU
4. JESUS- I WAS FIXING TO GO TO SLEEP RIGHT HERE AND WAKE ME UP TOMMOROW
5. FLOYD- WELL YOU CAN SLEEP OVER. YOU DOING ALRIGHT
6. JESUS- YEAH
7. FLOYD- LIVIN THE DREAM
8. JESUS- YEAH
9. FLOYD- THAT'S GOOD, YOU DOING ALRIGHT. GOOD GOOD
10. JESUS- THAT'S DIFFERENT THAN YOURS
11. FLOYD- THAT ONES GOT MY NAME ON IT
12. JESUS- THAT'S YOURS
13. FLOYD- NO **
14. JESUS- THAT'S NOT THE BAG
15. FLOYD- **
16. JESUS- WHY YOU CHANGED IT AROUND
17. FLOYD- I SWITCHED IT AROUND ON YA
18. JESUS- HMM
19. FLOYD- I SWITCHED IT AROUND ON YA
20. JESUS-WHY
21. FLOYD- I WOULDN'T BE ABLE TO CARRY IT OUTSIDE **
22. JESUS- HMM
23. FLOYD- YEAH CHECK IT OUT SEE **
24. JESUS- THAT'S NO GOOD YOU GONNA HAVE A LOT OF THINGS IN YOUR BRAIN YOU GONA SEE
EVERY CUSTOMER COME RIGHT HERE
25. FLOYD- WELL I CAN ** THE CUSTOMER CUSTOMERS ARE WHAT KEEP THE BUSINESS RUNING:
ISNT THAT HOW ANY BUSINESS IS
26. JESUS- NOT LIKE THAT YOU SPOSE TO HAVE YOUR MIND ONLY IN YOURSELF NOT IN THE
OTHERS YOU GOT THE PEOPLE OVER THEIR
27. FLOYD- NOT ALL THE TIME
28. JESUS- VERY GOOD
29. FLOYD- WERE HAVING A HARD TIME FINDING THE AT FAULT DRIVER ** JENKINS

Pet and Mr.
Floyd Mills
we said
on hes office
July and
october
this the
TRUTH

10-2

Jesus Melina

30. JESUS- HE RAN AWAY
31. FLOYD- WELL IT ISNT THAT HE RAN AWAY ITS ** AND SO WE CANT TRACK HIM DOWN CANT GET SERVICE WE HAVE TO DO IT BY PUBLICATION WHICH IS ALL PART OF IT BUT ITS TAKING TIME
32. JESUS- MHM
33. FLOYD- I HAVE TO THINK HE'D BELONG ANYWHERE SO WHATS CONCERNING ABOUT PUBLICATION IS THAT WE HAVE TO DO IT BY LAW WE GOT TO PUT IT IN THE PAPER AND SAY HEY YOUR GETTING SUED AND WHEN HE SAYS HE DOESN'T ANSWER WITHIN THIRTY DAYS THEN WE HAVE PERFECTED SERVICE SO ANYTIME YOU FILE A LAWSUIT YOU GOT TO FILE YOUR PLEADING AND YOU GOT TO GET IT SERVED THAT'S WHERE WE ARE STAGE 2 GETTING IT SERVED CAUSE WE HAVE TO SHARE ABOUT HIM AN ALTERCATION ** AND NOBODY KNOWS WHAT OR WHEN ADDRESS WERE SERVING BY PUBLICATION NOW SO ONCE WE SERVE BY PUBLICATION WHICH WE DID IN AUGUST WE SHOULD BE DONE IN SEPTEMBER SO WE SHOULD BE GOING INTO SERVICE NOW WELL BE GETTING UHH ANSWERS BACK CAUSE WE'LL HAVE TO ANSWER FROM THE DEFENSE ATTORNEY WHENEVER THE INSURANCE COMPANY ASIGNS IT SO WERE HAVING A LOT OF FUN
34. JESUS- HMM
35. FLOYD- ARENT YOU
36. JESUS- I DON'T HEAR NOTHING ABOUT IT NOBODY TELL ME NOTHING
37. FLOYD- THE OTHER DAY ITS IN THE LITIGATION BYTHON UH HOW DO I GET PAID
38. JESUS- HOW YOU GET PAID WORKING
39. FLOYD- I DON'T GET PAID WORKING
40. JESUS- YOU DONT GET PAID WORKING
41. FLOYD- I DON'T GET PAID BY THE HOUR
42. JESUS- HMM HMM
43. FLOYD- I GET PAID BASED ON RESULTS
44. JESUS- REALLY
45. FLOYD- UHH SO I DON'T GET PAID TILL YOU GET PAID SO IT BEING DELAYED LIKE THIS AINT HELPING ME ANY
46. JESUS- HMM WELL FIRST THING I COME FOR THE CASE THAT'S BEEN PASSED ALREADY ABOUT THE EIGHTEEN WHEELER REMEMBER
47. FLOYD- I REMEMBER

Jesus Medina

48. JESUS- IT'S A *?* BEEN SENDING ME A COUPLE INVOICES SOMETHING LIKE THAT AND THE BEGINNING OF THE ACCIDENT AND HIGHWAY 85 I THINK AND THE HOSPITAL THAT'S CLOSE TO THE SPARTANBURG

49. FLOYD- A HUH

50. JESUS- AND THEY BEEN SENDING TO ME AND I I CALL THEM AND THEY TELL ME THAT'S NOT BEEN PAID FOR I SAY WELL LET ME TALK TO MY ATTORNEY

51. FLOYD- YOU GOT A COPY OF IT

52. JESUS- AND THEY GOT IT THE FILES BECAUSE I TALK THE OTHER DAY I COME WITH YOU SECRETARY OR WHO EVER THEY ARE

53. FLOYD- RIGHT

54. JESUS- AND THEY HAVE IT IN THE FILE IT'S THE HOSPITAL THE EMERGENCY HOSPITAL IN SPARTANBURG

55. FLOYD- A HUH

56. JESUS- WHEN THE ACCIDENT HAPPEN

57. FLOYD- RIGHT I KNOW I KNOW WHAT YOU TALKING ABOUT *?* EMS OR VILLAGE OF TOWN

58. JESUS- MMM I FORGET EXACTLY THE NAME

59. FLOYD- ITS VILLAGE OF TOWN

60. JESUS- I FORGET THE NAME EXACTLY

61. FLOYD- *?* OF FILE IS ON *?* OR MEDICAID

62. JESUS- I TALK TO THEM MEDICAID I SAY DO YOU NEED THE MY NUMBER OF THAT MEDICAID AND THEY TELL ME NO THE THAT'S BY CAR ACCIDENT YOU MEDICAID DON'T PAY FOR THE CAR ACCIDENT I SAY WELL AND SHE WAS TRYING TO GET KINDA LITTLE OVER RUDE

63. FLOYD- A HUH

64. JESUS- AND I SAY LET ME SPEAK TO YOU VICE PRESIDENT OR WHO EVER ABOVE YOU SHES A LADY TRYING TO NO UPSET HER

65. FLOYD- MHM

66. JESUS- AND I SAY DON'T WORK THAT WAY FOR ME

67. FLOYD- A HUH

68. JESUS- CALM DOWN AND GIVE ME YOU BOSS MAN AND THEY CALL ME AND I DON'T ANSWER THE PHONE FOR THEM AND I COME HERE I WAS TRYING TO DEAL WITH YOU SECRETARY BUT YOU SECRETARY SHE SAY THE BILLS THEY DON'T YOU YALL DON'T SUPPOSE TO PAY I SAY WELL CAN I TALK TO MY ATTORNEY AND THEY TELL ME YOU WAS ON VACATIONS AND THEN

69. FLOYD- I WASN'T ON VACATIONS

70. JESUS- AND THEN YOU COME OUT

71. FLOYD- *?*

72. JESUS- YOU COME OUT OF THEIR HAAAA I SAY WHERE'S THE VACATIONS HAAAA

73. FLOYD- YOUR VACATION

74. JESUS- HAAAA IT WAS KIND OF FUNNY

75. FLOYD- *?* SURGERY YOU CALL A VACATION

76. JESUS- PROBABLY THAT'S WHAT THEY CALLED

77. FLOYD- OK WE AINT GOT NO LIEN FROM *?* WHICH WAS MEDICAID AND YOU WERE WITH

MEDICAID WHERE THEY CAME FROM APPEARENTLY UH VILLAGE OF TOWN DIDN'T FILE ON

MEDICAID UM AND WE DIDN'T PAY THEM THEY SHOULDN'T FILE ON MEDICAID REMEMBER WE

SETTLED WITH APS AND THEY STARTED CHARGING US ELEVEN-HUNDRED DOLLARS THAT'S WHY

I DIDN'T WANA FILE WITH MEDICAID CAUSE THEY'RE NOT GETTING THEY CHARGE ELEVEN-

FOURTY-FOUR THEY ONLY GET FOUR-FOURTY-SIX SO YEAH THEY'RE SUPPOSE TO FILE ON

MEDICAID AND THEY HAVE THE OPPORTUNITY TO *?* MEDICAID

78. JESUS- ONLY I SAY WHAT THEY SAY

79. FLOYD- I UNDERSTAND THAT

80. JESUS- AND TRANSFER THE NEWS TO THE BIG MAN THE BIG MAN IS YOU NOW YOU TELL ME
MY ATTORNEY WHAT WE GONE DO

81. FLOYD- DON'T PAY

82. JESUS- AND THAT GONE BE THAT'S GONA BE ON THE LIKE WHEN I WANT TO GET CREDIT FOR
SOMETHING

83. FLOYD- MHM

84. JESUS- ITS GONE COME IN MY RECORD AND BEFORE I GET THE LOAN OR ANY LOAN THEY GONE
SAY PAY THIS AND THEN WE GIVE YOU

85. FLOYD- OFFER TO PAY THEM FIVE-HUNDRED DOLLARS

86. JESUS- BUT WHAT YOU TRYING TO TELL ME THAT MEANS WHAT DON'T PAY OR PAY

87. FLOYD- RIGHT WELL WERE SUPPOSE TO UM FILL THAT OUT BUT THESE ARE ALL THE MEDICAL
BILLS THAT ARE WAITING TO BE PAID

88. JESUS- BUT YALL SUPPOSE TO COVER AND ESPECIALLY THAT ONE THE FIRST

89. FLOYD- YEAH BULLS EYE

Jesus Notme

90. JESUS- THE FIRST INVOICES WERE THE HAPPEN THE ACCIDENT WHERE WE BRING THE PAPERS TO YALL

91. FLOYD- WELL YEAH WE WE SENT THEM OFF

92. JESUS- WE SUPPOSE TO PAY THAT ONES IN THE IN THE FRONT FOR THAT BECAUSE

93. FLOYD- I KNOW WHAT YOU TALKING ABOUT *?*

94. JESUS- *?* AND THEY SAY NOPE YOU ATTORNEY THEY DON'T GOT NOTHING TO DO AND I THINK THEY ALREADY CALL BECAUSE I THINK DON'T GET ME WRONG BUT I THINK SHE SAY WE ALREADY CALL AND THEY SAY THEY NOT GOING TO PAY

95. FLOYD- TELL THEM I CAN HELP YOU

96. JESUS- I THINK

97. FLOYD- TELL THEM TO GIVE THEM MY CARD TELL THEM TO CALL ME IF I *?*

98. JESUS- AND THEN

99. FLOYD- ILL SEE IF I CAN WORK OUT A DEAL ILL SWITCH *?* WITH YOU BUT

100. JESUS- WITH ME

101. FLOYD- *?* READ THAT FOR ME I DON'T WANNA GO TO *?* YOU CANT FOOL ME

102. JESUS- I DON'T

103. FLOYD- READ IT FOR ME THOUGH

104. JESUS- AHH

105. FLOYD- READ IT

106. JESUS- I THINK

107. FLOYD- YOU WANT ME TO READ IT TO YOU IT SAYS I UNDERSTAND AND

ACKNOWLEDGE THAT I AM RESPONSIBLE FOR ANY AND ALL OUTSTANDING MEDICAL BILLS AND THAT I HAVE RECOGNIZED MY ATTORNEY TO PAY ON MY BEHALF ONLY THE MEDICAL BILLS SET FORTH ABOVE WHICH WAS THE MEDICAID MONEY

108. JESUS- MMM AND THAT'S THE TOTAL BILLS YOU PAY THE ONES THAT'S ABOVE HERE BUT REALLY BUT REALLY YOU DON'T PAY ALL THE BILLS CAUSE ITS ALREADY BILLS COMING TO MY HOUSE

109. FLOYD- WHICH BILLS DIDN'T I PAY

110. JESUS- THE BILLS FROM THE ACCIDENT AND WE HIRE YOU TO TO COVER US ON THE ACCIDENT AND YALL DON'T COVER EVERYTHING ON THE ACCIDENT AND THE OTHER BILLS COME HOW MANY MORE BILLS WE GONA HAVE AFTER THESE TWO

111. FLOYD- YOU SHOULDN'T HAVE ANY MORE AFTER

112. JESUS- WELL ITS COMING TO TWO I DON'T KNOW HOW MANY MORE YOU KNOW
WHAT I MEAN

113. FLOYD- I KNOW **

114. JESUS- AND YOU SAY DON'T PAY OR SECOND YOU SAY PAY TO THE HALF AND NOW
YOU TELL ME LEAVE AND YOU REALLY DON'T MEAN YOU THOUGHT EVERYTHING IS ABOUT
HOPE AND I HIRE YOU FOR THE CASE I DON'T CURSE ARGUE FOR SERVE HEADACHE TO ME
NOTHING LIKE THAT

115. FLOYD- AHUH

116. JESUS- YOU GOT ME

117. FLOYD- BRING ME THE BILLS BRING ME THE COPIES OF THEM OR FAX THEM

118. JESUS- AND AND AFTER I GIVE YOU THE BILLS HOW LONG YOU THINK YOU GONA FIX
THAT THING FOR I CAN CALL THEM

119. FLOYD- UHH THIRTY DAYS

120. JESUS- I GIVE YOU THIRTY DAYS AND IF OTHER BILLS COMING THROUGH IN MY MAIL
WHAT I DO

121. FLOYD- BRING THEM TO ME

122. JESUS- BRING THEM TO YOU

123. FLOYD- MHM

124. JESUS- ALRIGHT AND THIS IS YOUR NUMBER THEY WHERE THEY CAN REACH YOU RIGHT
HERE THE

125. FLOYD- AND MY EMAIL ADDRESS

126. JESUS- AND YOU EMAIL ADDRESS

127. FLOYD- AND MY FAX NUMBER

128. JESUS- OK THAT'S GOOD GIVE ME THIS

129. FLOYD- ILL MAKE YOU COPY

130. JESUS- ALRIGHT ALRIGHT THE OTHER THING I COME HERE TO THE OTHER CASE ABOUT
THE OTHER ACCIDENT I THINK I DON'T NEED YOU NO MORE

131. FLOYD- OK

132. JESUS- AND I DO WANT THE PAPERS TO PICK IT UP

133. FLOYD- ILL CALL THEM UGH AND ILL GIVE YOU ILL GIVE YOU THE BILL

134. JESUS- SEND ME THE BILL AND I DON'T HAVE TO PAY YOU NOTHING BECAUSE

135. FLOYD- YEAH YOU DO

Jesus Martinez

136. JESUS- WELL JUST SEND THE BILL THANK YOU SO MUCH AND WE SEE WHAT WE CAN DO WITH THAT THINGS

137. FLOYD- OK

138. JESUS- ALRIGHT BUT I WILL NEED THE FILES FOR TRADE WITH SOMEBODY ELTS

139. FLOYD- OH IM SURE **

140. JESUS- OH WHEN I PAY YOU

141. FLOYD- AHUH

142. JESUS- THAT MEANS I DON'T GET THE FILE IF I DONT PAY YOU

143. FLOYD- RIGHT I WILL NOT GIVE YOU COPIES OF THE FILE **

144. JESUS- DON'T YOU SAY YOU READ THE CONTRACT DO YOU GIVE ME CONTRACT

145. FLOYD- YEAH YOU SIGNED A CONTRACT

146. JESUS- I SIGNED A CONTRACT DO YOU GIVE ME CONTRACT

147. FLOYD- I ALREADY DID I WILL NOT GIVE YOU YOUR FILES I AM NOT GOING TO PLAY YOUR GAMES YOU PLAYED THIS WITH ERNIE I AM NOT GOING TO PUT UP WITH YOU'RE YOUR LITTLE GAME

148. JESUS- NO YOU DON'T GIVE ME ANSWER

149. FLOYD- GIVE ME THIRTY DAYS COME BY AND PICK UP YOUR FILES ONCE YOU PAY THE BILL AND ILL SEND YOU YOUR BILL AFTER **

150. JESUS- OK

151. FLOYD- YOU KNOW THE WAY OUT

152. JESUS- OF COURSE I DO HAVE A NICE DAY

153. FLOYD- YES SIR

Mr. Floyd Simpson "Trey" Mills III – Redirect Examination

By Ms. Huey

Page 50-51

25.Q: Mr. Mills, Mr. Smith addressed some emails that Mr...

1. Martinez sent to you. What were the nature of those
2. emails?

Mr. Floyd Mills Response

- 3.A: They were very aggressive. Pretty much he was very,
4. threatening. Saying I'd better sign the checks. That
5. he'll bring them, and I'll sign them when he brings them.

Mr. Floyd Mills is **lying** under oath again, please see the evidence on all 46 email between Mr. Floyd Mills and Jesus Martinez. Mr. Martinez never, not once forcibly threatened Mr. Mills to sign the checks. Pages 28 – 53. NOT CONSISTENT WITH EACH OTHER.

SET PET. UP THROUGH EMAILS

Mr. Floyd Mills said this to PET. 9 TIMES ON EMAILS

“To come to the office and meet face to face to discuss the case” on 1-26-2015 and 1-27-2015

PET. Jesus Martinez replied six times to Mr. Floyd Mills on 1-26-2015

“Go home tomorrow you can argue right now go home” From 10 a.m. to 7 p.m.

Mr. Floyd Mills EVIDENCE HAS NO CONSISTENCY WITH EACH OTHER.

Please read the emails, pages 28 – 51

PET. Jesus Martinez sent the first email to Mr. Floyd Mills only in regards to the liens for the case 13-01774700 on 10-20-2013. Look on page 28 for the first email.

Mr. Mills immediately lost control and went crazy with the emails, sending 20 emails within 2 days, on 1-26-2015 and 1-27-2015 and 1 more email on 2-3-2015, 9 days before putting Mr. Martinez in jail Mr. Mills had threatened PET. Jesus Martinez.

Please refer to the email on page 35 - #15

- 6) in. And that I was just a little boy and he knew – he
- 7) ran a masonry company in 2005 and made millions of
- 8) you know, he's sick. And they were all in English. Their
- 8) dollars, and he knew more than I did. And it was just –
- 9) you know he's sick. And they were all in English. They
- 10) were all in English. But they were aggressive, and I
- 11) thought they were very telling of what was to come.

There is no consistency with Mr. Mills false claims and the emails actually sent, Truth evidence
on 1-26-2015 and 1-27-2015 and 2-03-2015

Petitioner Martinez

5.1) To "Trey" Floyd Mills – 1-26-16

"Good Morning Mr. Lawyer Floyd's Mill III for the case number 13-01774700 the Direct General they going give me a check and my name Jesus Martinez & Trammell & Mills, we have to talk about it you liens for this case do you recommend open a case and the court law for you company??? I've been talking to you secretary on the telephone few times and you or no call me sorry about my language my English you know I don't speak English like you one thing I know for are you because you tell me don't pay the bills and you argue with me and you don't treat me like a human men you treat me like trash and I will go to the court if you don't respond this email the soonest possible thank you and let me know when I can come and see you and talk by this case."

5.2) To me Jesus Martinez Petitioner from "Trey" Floyd Mills – 01-26-2015

"I am sorry if anyone here at our office has made you feel anything but great."

This is a classic example of Floyd Mills psychological projection, he is denying all contribution and quickly blaming others. PET. Jesus never said "anyone" he directed it specifically toward Mr. Mills. – PG. 28 #5.2

"I would be happy to sit and discuss your case with you or in writing as I have via certified mail on several occasions to your last known address. I have attached those letters to this email again for your convenience. I have been on vacation this past week and apologize for not calling you back sooner. I have had no problem understanding you in the past, **if** you would like to meet face to face to discuss your case. As I have indicated in previous letter, we have a Lien on your file because we got you an offer prior to your terminating our relationship. Given the fact that we have helped you and your son in the past on several claims, I did feel that was odd but I am happy transition or your case to help you pay bills. Please let me know a time you are available this week and I would be happy to schedule a meeting."

5.3) To "Trey" Floyd Mills from Petitioner Jesus Martinez – 01-26-2015

"Thank you sir we will send you email when I received the check it's going to be in my name and your name for like that can come to your office and you sign it thank you I'll let you know when thanks sir"

5.4) To: Me Petitioner Jesus Martinez from "Trey" Floyd Mills – 01-26-2015

"I will sign it when you pay the lien amount or allow us to process the payment but I expect to be paid for services rendered.

I will ask the insurance company to send our checks separately for the amounts owed to your medical provider and attorney."

5.5) To: "Trey" Floyd Mills From Petitioner Jesus Martinez

"Already tell I told you when I get the check I give you one email we can fix this issue are you don't understand you are worse than a women stop ok."

5.6) To me: Petitioner Jesus Martinez From "Trey" Floyd Mills – 01-26-2015

"We can file a law suit to stop payment until we can work out we are not letting you try and not pay us like you did Ernie on the WC Claim because you think you can outsmart the system.

Laws are in place for a reason. If you are thinking about forging names on the check we will prosecute for Criminal Offense. Please be reminded that Forgery is considered to be a Felony, especially given the amount of \$35,000.00. I hate you have to resort to name calling and sexiest comments. We are willing to work this out in a reasonable manner but not by you trying to take our hard earned fees."

5.7) To "Trey" Floyd Mills From Petitioner Jesus Martinez – 01-26-2015

"Go home tomorrow you can argue right now go home I tell you listen to me now I am the daddy now."

5.8) To "Trey" Floyd Mills from petitioner Jesus Martinez – 01-26-2015 5:24 P.M.

"Go home oh you don't got nothing to do go fight with you wife but with somebody"

5.9) To "Trey" Floyd Mills From Petitioner Jesus Martinez – 01-26-2015

"Thank you for stopping go home tomorrow will be another day home go home."

5.10) To Ernie, Roy, Me Petitioner Jesus Martinez From "Trey" Floyd Mills – 01-26-2015

"I don't have to fight with anyone. I am just making sure you get the attention you deserve and are demanding in order to help resolve your case. We are here for you."

5.11) To Me Petitioner Jesus Martinez From "Trey" Floyd Mills – 01-26-2015 5:29 P.M.

"Stopping what"

5.12) To "Trey" Floyd Mills From Petitioner Jesus Martinez – 01-26-2015 5:35 P.M.

"You are crazy man go home tommorrow you continue you don't got nobody to pay????? I will tell you works lol lol lol lol to they no you lol lol lol I tell that court lol lol lol lol they will say you lose you mind lol lol lol"

5.13) To me Petitioner Jesus Martinez From "Trey" Floyd Mills – 01-26-2015

"Just let me know how you want us to separate the check that we both need to sign. Our trust account or the court's trust account to work out. If we cant work out."

5.14) To "Trey" Floyd Mills From Petitioner Jesus Martinez – 01-26-2015 6:09 P.M.

"When I received the check its going to be in my name I come to your office and you sign"

5.15) To me Petitioner Jesus Martinez From "Trey" Floyd Mills – 01-27-2015

"NO. I sign and deposit in our trust account or we sign and take to court."

5.16) To "Trey" Floyd Mills From Petitioner Jesus Martinez – 01-26-2015

"You again already bother people Go back to the school I recommend you Malpractice Attorney Lawyer must meet the standards of conduct. Professional examples of breach of duty of care include the violation of Fiduciary duty breach."

5.17) To "Trey" Floyd Mills From Petitioner Jesus Martinez – 01-27-2015

"Legal malpractice can happen when a lawyer fails to render legal services with the care, prudence and diligence that an ordinary lawyer would use under similar circumstances. Lawyers are subject to strict standards of conduct, including a fiduciary duty, rules of confidentiality and other ethical regulations. When a lawyer's breach harms a client, the lawyer may be liable were not simply ill-advised strategy but that the strategy or mistake was something that no reasonable attorney would have pursued or made in a similar case. For example, a lawyer who misses the statute of limitations to file a particular claim could be deemed negligent because a reasonable attorney would likely be aware of the time frame in which the claim could be filed."

5.18) To me Petitioner Jesus Martinez From "Trey" Floyd Mills – 01-27-2015

"I understand and did not commit legal malpractice. Feel free to seek additional counsel if you must but what exactly is it that you think I did wrong or that was ill advised?"

✓ 28

Jesus VS Floyd S. Mills 111 iMAILS

October 20, 2013 MVC/Liens/update

Jesus Martinez <victor10151966@gmail.com>

Jan 26

Jesus 1

#1

to trey

Good morning Mr lawyer Floyd's Trey Mills 111 this for the case number 13-01774700 the Direct General they going give me a check and my name Jesus Martinez & Trammell & Mills, we have to talk about it you. Liens for this case do you recommend open a case and the court law for your company???? I've been talking to you secretary on the telephone few times and you or no call me you never call me sorry about my language my english you know I don't speak English like you one thing I know how far are you because you tell me don't pay the bills and you argue with me and you don't treat me like a human men you treat me like trash and I will go to the court if you don't respond this email the soonest possible thank you and let me know when I can come and see you and talk by this case

Trey Mills <trey@trammellandmills.com>

Attachments Jan 26

#2

to me

Mr. Martinez,

I am so sorry if anyone here at our office has made you feel anything but great.

Floyd

I would be happy to sit and discuss your case with you or in writing as I have via certified mail on several occasions to your last known address.

I have attached those letters to this email again for your convenience. I have been on vacation this past week and apologize for not calling you back sooner.

I have had no problem understanding you in the past, if you would like to meet face to face to discuss your case. As I have indicated in previous letters, we have a lien on your file because we got you an offer prior to your terminating our relationship. Given the fact that we have helped you and your son in the past on several claims, I did feel that was odd but I am happy to transition or resolve your case to help you pay bills.

Please let me know a time you are available this week and I would be happy to schedule a meeting.

Thanks,

trey signature

Floyd S. "Trey" Mills III

-7-1

✓ 29

Jesus VS Floyd S. Mills 111 iMAILS

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 11:53 AM
To: trey
Subject: October 20,2013 MVC/Liens/update

Attachments area
Preview attachment LiensLtrtoclients.pdf
PDF
LiensLtrtoclients.pdf

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 2

#3

to Trey
Thank you sir we will send you email when I received the check it's going to be in my name and your name for like that can come to your office and you sign it thank you I'll let you know when thanks sir

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

Floyd

#4

to me
I will sign it when you pay the lien amount or allow us to process the payment but I expect to be paid for services rendered.

I will ask the insurance company to send our checks separately for the amounts owed to your medical providers and attorney.

Thanks,

trey signature

Floyd S. "Trey" Mills III

-7-2

30
✓

Jesus VS Floyd S. Mills 111 iMAILS

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Anderson, South Carolina 29621
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Website: www.trammellandmills.com
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"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 12:11 PM
To: trey
Subject: RE: October 20, 2013 MVC/Liens/update

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 3

#5

to Trey

I am I'm sick and you know that n I'm not going to argue with you I not going to have problems with you like this, you are not professionally attorney you have to go back to the school my recommendation is shut the hell up you make me more sick, today my my blood pressure my cougar high how to recommend you to talk like this to somebody's taking medication if you going to do all that why you tell me me i going to open a case give you company in the court law the Anderson South Carolina this is why you looking for right because me and you will know can get them together thank you sir

Case

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 3

#6

to Trey

I do not say this don't put the workers in the middle you already old enough to handle the case are you going to tell your daddy baby boy you the one make me sick and you the one you don't know how to talk to your customers and you are no and not attorney and you are crook how you tell the customers don't pay their bills to the hospitals and doctors, ...I repeat I don't say this I am so sorry if anyone here at our office has made you feel anything but great

Trey Mills <trey@trammellandmills.com>
Attachments Jan 26

-7-3

31

Jesus VS Floyd S. Mills 111 iMAILS

Floyd
3

#7

to me
Mr. Martinez,

Again, I think it is important we remain professional and not curse at each other. I certainly would like to discuss this further with you and your emails are a bit confusing so please let me know a time we can discuss this at my office. #4

#3
If you feel I have wronged you and I am not providing a proper response or chance to discuss this case, your threats to take me to court are a bit extreme. However, I am happy to discuss this matter in front of a judge, jury, or another attorney.

We have been nothing but straight forward with you and provided you with all the documentation needed to express our point in writing and verbally. I hate that you are sick right now but my job has always been to try and resolve this claim for you and take this stress off of you.

I have asked the insurance company, Direct General, to either send the checks separately or to our office because I do not trust that you would pay us fairly, now more than ever after your last email. #5

#4
Again, I am happy to discuss this matter in person with you, hire an interpreter to make sure communication is clear, or if you feel that is not good enough, I can provide all information to another attorney you hire or claim you bring in court. Although, I would hope this could be resolved in a much more efficient and fair manner.

Sincerely,

trey signature

Floyd S. "Trey" Mills III

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Website: www.trammellandmills.com
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"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 1:10 PM

Page 4

-7-4

32
✓

Jesus VS Floyd S. Mills 111 iMAILS

4
Jesus

Jesus Martinez <victor10151966@gmail.com>
Jan 26

#8

to Trey
Sr I will wait for the checks and you are no MY attorney you keen no call to my insurance the is fraude? ?? I I'm taking to my insurance this morning at 10 am + - the more you said you more and trouble you no that,,,,,when I get the check I email you to You sing the check ok thank you and don't make me mad I take much medication and I got bad reactions I don't recommend you make mad customers thank you

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

#9

to me
Mr. Martinez,

Floyd
4

Per my phone message, emails, and written mailings to your home address, I understand I am no longer your attorney. However, when you did hire me as your attorney you agreed that I would have a lien on any insurance offer I got on your behalf along with any costs if you were to fire me after that work had been done and insurance offer made. Those are the liens and costs I am asserting.

I will not sign any check with both our names unless we deposit into trust with the Court to allow them to work out our dispute. Please take care of yourself. This is nothing to be worked up about as I am sure we can reach an agreement.

Sincerely,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
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Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-7-5

33

Jesus VS Floyd S. Mills 111 iMAILS

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 2:27 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 5

to Trey
You keep continue going and going and keep talking and talking I will to tell you
daddy what the attorney you are you argue too much with the customers now I see why
you still working with you daddy lol since the company is belongs to you daddy I
will send a all the email to you daddy because you are still the baby baby baby son.
we going to fix these through the court because I can deal with a little boy like
you you talk too much I'll see you in court

Court

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 6

to Trey
Already tell I told you when I get the check I give you one email we can fix this
issue are you don't understand can you get translator to Spanish at 2:15 p.m. I was
with the doctor today hey my my heart pressure was high because you you been make me
mad all day go to work in the store help the people what you're supposed you do it
go back to work boy

#11

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

Floyd
5

to me
Jesus,

You realize you are talking to Trey and not Roy. My Dad doesn't have a law firm.

Ernie is my partner in the business and his son is Roy. I actually own the firm with
Ernie so no I don't have to ask my daddy anything.

However, if you think you can work this out with Ernie any better please feel free.
Otherwise, I am happy to submit the check to Anderson County Clerk of Court and let
a judge determine what portion is paid to who.

Thanks,

-7-6

34

Jesus VS Floyd S. Mills 111 iMAILS

trey signature

Floyd S. "Trey" Mills III

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"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 3:49 PM

Trey Mills <trey@trammellandmills.com>
Attachments Jan 26

Floyd
6

#13

to me

You will have to bring the check by and we can submit into our Trust Account or we can take it in front of a judge.

You are trying to circumvent our fee and not pay your medical providers that helped you get better and the dental providers that fixed your teeth. That is not fair to anyone and is actually wrong. Hopefully the judge will see our side but we will be happy with any outcome administered by the Court.

Thanks,

trey signature

Floyd S. "Trey" Mills III

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"The price of anything is the amount of life you exchange for it."



-7-7

35

Jesus VS Floyd S. Mills 111 iMAILS

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 3:53 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 7

#14

to Trey
Already tell I told you when I get the check I give you one email we can fix this issue are you don't understand you are worse than a woman stop ok

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

Floyd 7

#15

to me
We can not fix the check issue with an email.

We can file a law suit to stop payment until we can work out but we are not letting you try and not pay us like you did Ernie on the WC claim because you think you can outsmart the system. Laws are in place for a reason.

If you are thinking about forging our names on the check we will prosecute for criminal offense. Please be reminded that forgery is considered to be a felony, especially given the amount of \$35,000.00.

I hate you have to resort to name calling and sexiest comments. We are willing to work this out in a reasonable manner but not by you trying to take our hard earned fees.

Thanks,

trey signature

Floyd S. "Trey" Mills III

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Jesus VS Floyd S. Mills 111 iMAILS

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Monday, January 26, 2015 4:07 PM

Jesus Martinez <victor10151966@gmail.com>

AttachmentsJan 26

Jesus 8

#16

to Trey

Hey little buddy do you know who you been talking to really do you know who are young do you think I won't play your games but I'll stop buddy ok who who are you who are you and you are too little too small for me for play with me

3 Attachments

Preview attachment 0126151640.jpg

Image

0126151640.jpg

Preview attachment 0126151640a.jpg

Image

0126151640a.jpg

Preview attachment 0126151641a.jpg

Image

0126151641a.jpg

Trey Mills <trey@trammellandmills.com>

AttachmentsJan 26

#17

to me

I think you sent me attachments meant for someone else. I will delete them to protect their confidentiality.

Floyd 8

(It looked like an asset sheet from almost 10 years ago and an expired contractor's license. Not sure how it has any relevant to our case or present day.

Just wanted you to know.

Thanks,

trey signature

Floyd S. "Trey" Mills III



Jesus VS Floyd S. Mills 111 iMAILS

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 4:45 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 9

#18

to Trey 1
Go home tomorrow you can argue right now go home 2 I tell you listen to me now I am the daddy now

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

Floyd 9

#19

to me
You do have children as we have represented one of them for you. Remember, when we represented Jesse for his accident and got him all that money.

You should be proud to be a daddy. That is awesome.

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
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Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

39
✓ →

Jesus VS Floyd S. Mills 111 iMAILS

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Monday, January 26, 2015 5:24 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 10

#20 to Trey

Go home oh you don't got nothing to do go fight with you wife but with somebody

Jesus Martinez <victor10151966@gmail.com>
Jan 26

#21 to Trey

Thank you for stopping ³ go home tomorrow ⁴ will be nether day home go home,

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

#22 to Ernie, Roy, me
Jesus,

Floyd 10

I don't have to fight with anyone. I am just making sure you get the attention you deserve and are demanding in order help resolve your case. We are here for you.

Always here to help.

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
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Fax: 864-231-7488
Website: www.trammellandmills.com
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Jesus VS Floyd S. Mills 111 iMAILS

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 5:29 PM

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

#23 to me
Stopping what?

Floyd
//

trey signature.

Floyd S. "Trey" Mills III

1650 East Greenville Street
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Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 5:35 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

#24

5

Jesus //

to Trey
You are crazy man go home tomorrow you continue you don't got nobody to pay?????I
will tell you works lol lol lol to they no you lol lol lol I tell that court lol lol
lol lol they will say you lose you mind lol lol lol

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 26

Jesus VS Floyd S. Mills 111 iMAILS

#25

to me
Jesus,

#6

Floyd
12

Happy to have you come in and discuss your claim when you are ready.

As you can see, we are available most days from 8am-6pm.

I will ask that you cease and desist from further rants unless they specifically relate to your claim.

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
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Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 5:58 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

#25

to Trey

6

Jesus 12

Ok. and go home tomorrow you continue playing. Go with you wife and play with her thanks for stop today. Lol

Trey Mills <trey@trammellandmills.com>
Attachments Jan 26

Floyd
13

to me

Just let me know how you want us to separate the check that we both need to sign.

Our trust account or the court's trust account to work out, if we cant work out.

~~Jesus~~

4.2

Jesus VS Floyd S. Mills 111 iMAILS

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Monday, January 26, 2015 6:09 PM

Jesus Martinez <victor10151966@gmail.com>
Jan 26

Jesus 13
1-26-2015
From 11 Am To 6:09 pm
= 6 hours

#28

to Trey
when I received the check it's going to be in my name and your name I come to your office and you sign

Trey Mills <trey@trammellandmills.com>
Attachments Jan 27

#29

to me
No. I sign and deposit in our trust account or we sign and take to court.

Floyd
14

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171



-7-14

Jesus VS Floyd S. Mills 111 iMAILS

Fax: 864-231-7488

Website: www.trammellandmills.comBlog: www.scinjuryjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Monday, January 26, 2015 6:14 PM

Jesus Martinez <victor10151966@gmail.com>

Jan 27

#30

to Trey
 you again already bother people
 Go back to the school I recommend you
 Malpractice Attorney Lawyers must meet the standards of conduct profesional Algunos
 examples of breach of duty of care include the violation of fiduciary duty, breach

Jesus 14

Jesus Martinez <victor10151966@gmail.com>

Jan 27

#31

to Trey
 Legal malpractice can happen when a lawyer fails to render legal services with the
 care, prudence, and diligence that an ordinary lawyer would use under similar
 circumstance. Lawyers are subject to strict standards of conduct, including a
 fiduciary duty, rules of confidentiality and other ethical regulations. When a
 lawyer's breach harms a client, the lawyer may be liable for the resulting damages.
 A client would have to show that the attorney's actions were not simply ill-advised
 strategy but that the strategy or mistake was something that no reasonable attorney
 would have pursued or made in a similar case. For example, a lawyer who misses the
 statute of limitations to file a particular claim could be deemed negligent because
 a reasonable attorney would likely be aware of the time frame in which the claim
 could be filed.

Jesus 15

Trey Mills <trey@trammellandmills.com>

Attachments Jan 27

#32

to me
 I understand and did not commit legal malpractice.

Feel free to seek additional counsel if you must but what exactly is it that you

Floyd
15

44

Jesus VS Floyd S. Mills 111 iMAILS

think I did wrong or that was ill advised?

trey signature

Floyd S. "Trey" Mills III

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Anderson, South Carolina 29621
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Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Tuesday, January 27, 2015 10:41 AM

Jesus Martinez <victor10151966@gmail.com>
Jan 27

Jesus 16

#33

to Trey

Like you see I know my rights and you trying to make me angry but I can tell you better worse for you can put the police on me I am more smarter than you because I go to college and I took laws you know going to make me mad and not tell you stop when I get that check give you email and we going to fix this issue and you sign the check and everything is good bye you make me mad maybe I can go to the hospital because so you know I am sick ok you free locks like I tell you sit on your chair you will get some money for the work you don't do right why you don't tell me they each or all for \$35,000 to settle the case I think in June 2014 now I have to pay by \$4000 an interes because you are somebody to get money 2 month to get fixed in my face improperly you company owns they belong to you the credit or where you got the credit for get the money I will see really who you are maybe because you've been cost me a lot of headaches grid was my rights

Jesus Martinez <victor10151966@gmail.com>
Jan 27

#34

to Trey

-7-18

45

Jesus VS Floyd S. Mills 111 iMAILS

Jesus Martinez <victor10151966@gmail.com>

Jan 27

Jesus 17

#29 to Trey

Do you want talk more by law attorney law like I say go back to the school thank you sir

Trey Mills <trey@trammellandmills.com>

AttachmentsJan 27

Floyd
16

#30 to me

I encourage you to seek help that may better clarify the situation for you. I have not wronged you or given you ill advise.

We will not let you cheat us out of a fee because you are trying to play games.

Please do seek legal assistance if you feel we have wronged you. I will be happy to provide them with all the documentation I have provided you.

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Tuesday, January 27, 2015 10:49 AM

Jesus Martinez <victor10151966@gmail.com>

Jan 27

Jesus 18

#31 to Trey

-7-17

-7-18

Jesus VS Floyd S. Mills 111 iMAILS

Can you tell me where to file a case against to an attorney and. Anderson sc ????

Thank you

Jesus Martinez <victor10151966@gmail.com>
Jan 27

Jesus 19

#32

to Trey
Can you tell me why you no tell me that ensures was given \$35,000 bless you I think that was like in June 2014 are you on the company where they long me the money

Jesus Martinez <victor10151966@gmail.com>
Jan 27

#33

Jesus 20

to Trey
What you tell me
no pay the medical bills from the hospital from the emergency one one that was by 1600 dollars and the other one I don't remember by you tell me No pay what you got angry when I told you about the bills by the payments from the emergency hospital do you remember

Trey Mills <trey@trammellandmills.com>
AttachmentsJan 27

#34

#7

Floyd 17

to me
Please refer to all the correspondences I have mailed by US Postal and emailed to you. I would be happy to discuss and provide to you at our office when ever you may be available.

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

Jesus VS Floyd S. Mills 111 iMAILS

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Tuesday, January 27, 2015 11:14 AM

Jesus Martinez <victor10151966@gmail.com>

Jan 27

Jesus 21

#35 to Trey

Well I don't receive mail from you always I'll call you you company and you never answer the one answer all the time they was you work or Lisa I don't got mail from y'all tell me what's going on and you tell me how I get paid not all you workin and you say no no no no no I don't get paid for working I get paid by case remember

Jesus Martinez <victor10151966@gmail.com>

Jan 27

Jesus 22

#36 to Trey

Excuse me you don't answer my question where I can fall lawsuit for an attorney and Anderson South Carolina

Trey Mills <trey@trammellandmills.com>

AttachmentsJan 27

Floyd 18

#37 to me

#8 Again, please come to the office and we will hand deliver you all documents to substantiate our claim and show you our lien.

Thanks,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

Jesus VS Floyd S. Mills 111 iMAILS

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Tuesday, January 27, 2015 11:19 AM

Jesus Martinez <victor10151966@gmail.com>

Jan 27

Jesus 23

#38

to Trey

Lisa she gave me the papers are ready when you make the paper to release the case from You and then that's when I see they offer \$35,000 to settle the case the insurance and they and for Jesse Martinez close to \$5000 to settle the case you don't tell us nothing you proceed you borrow money from someplace oh that place where you buy my name is belongs to you

Jesus Martinez <victor10151966@gmail.com>

Jan 27

#39

to Trey

I will do supena you record from your company

Jesus 24

Trey Mills <trey@trammellandmills.com>

AttachmentsJan 27

Floyd 19

#40

to me

You can do that or you could just come by and I am happy to give you everything I have on your file.

We told you about both offers but you were not happy about them and wanted us to file suit.

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street



49

Jesus VS Floyd S. Mills 111 iMAILS

Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Tuesday, January 27, 2015 11:47 AM

Jesus Martinez <victor10151966@gmail.com>
Jan 27

Jesus 25

#41

to Trey
All know you can be whatever by unit can be a lawyer you lying you are lying lying
lying lying lying you don't say the true at all I don't know how you can be an
attorney you are very cook lawyer that's all I can say I'm feel sorry for you really
lion this way oh my god the more you say you more in trouble you know that right

Jesus Martinez <victor10151966@gmail.com>
Attachments Jan 27

Jesus 26

#42

to Trey
My blood sugar does being high I can have a problems and you caused me problems do
you recommend go to the doctor to the motion sick hospital and give you the bill for
you can pay the my high pressure to is being height here's the picture saying

4 Attachments

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scanned for viruses. Please download these files at your own risk. Learn more
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Image

0127151620b.jpg

Preview attachment 0127151620a.jpg

Image

0127151620a.jpg

Preview attachment 0127151620.jpg

Image

0127151620.jpg

-7-21

50

Jesus VS Floyd S. Mills 111 iMAILS

Preview attachment 0127151618.jpg

Image

0127151618.jpg

Trey Mills <trey@trammellandmills.com>

AttachmentsJan 27

Floyd 20

#43

to me

I think you should exercise and eat right. That will probably benefit your blood sugar levels more, however, I am not a doctor so please do not take that as medical advice.

Sincerely,

trey signature

Floyd S. "Trey" Mills III

1650 East Greenville Street

Anderson, South Carolina 29621

Phone: 864-231-7171

Fax: 864-231-7488

Website: www.trammellandmills.com

Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]

Sent: Tuesday, January 27, 2015 4:31 PM

Jesus Martinez <victor10151966@gmail.com>

Jan 27

#44

to Trey

You crazy man

Jesus 26

Jesus Martinez <victor10151966@gmail.com>

AttachmentsFeb 3

#45

to Trey

Thank you sir today that was a good meeting will you and you was very professional and thank you 4 you for you don't make me mad that helps a lot too much sugar in my

Jesus 27

7-77

51.
✓ F

Jesus VS Floyd S. Mills 111 iMAILS
pressure and I think you looks better and silence thank you

Attachments area

Gmail virus scanners are temporarily unavailable - the attached files haven't been scanned for viruses. Please download these files at your own risk. Learn more
Preview attachment 10173493_657501787666412_339839682_n.png
Image
10173493_657501787666412_339839682_n.png

Trey Mills <trey@trammellandmills.com>
AttachmentsFeb 3

#46 to me
Thank you. Glad we were able to work it out.

Sincerely,

trey signature

Floyd S. "Trey" Mills III

Floyd
21

1650 East Greenville Street
Anderson, South Carolina 29621
Phone: 864-231-7171
Fax: 864-231-7488
Website: www.trammellandmills.com
Blog: www.scinjurylawjournal.com

"The price of anything is the amount of life you exchange for it."

-Henry David Thoreau

From: Jesus Martinez [mailto:victor10151966@gmail.com]
Sent: Tuesday, February 03, 2015 12:40 PM

Click here to Reply or Forward
0.71 GB (4%) of 15 GB used
Manage
Terms - Privacy
Last account activity: 30 minutes ago
Details

-7-2

Mr. Floyd Mills Lying Lawyer

Page 42

Ms. Huey –

14.Q: Mr. Mills, why did Mr. Martinez actually have the

15. checks in his possession?

Mr. Mills –

17.A Once he had fired me, the insurance company, they

18. don't really care. They want to just be done with

19. whatever claim is in front of them

From Direct Insurance

RE: Claim No 13-01774700

February 23, 2015

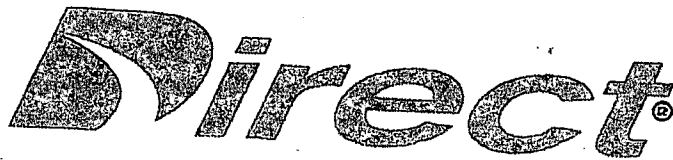
Page 53

All parties agreed

Mr. Floyd Mills is LYING

Direct General Insurance was subsequently notified in writing that ALL PARTIES AGREED to have a two-party check issued so that the attorney fee lien could be resolved without Direct General's involvement.

PET. HAS TRUTH EVIDENCE – Page 53



53

PO Box 30210
Tampa, FL 33630
Phone: (800) 403-1077 x6372
Fax: (813) 663-0244
Email: Cindy.Blangeard@directgeneral.com

Reney

5034

February 23, 2015

Jesus Martinez
Jesse B. Martinez
508 Howard McGee Road
Anderson, South Carolina 29621

Floyd S. Mills, III
Trammell & Mills Law Firm, LLC
1650 East Greenville Street
Anderson, South Carolina 29621

034 039
10-20-2015
Kerren Claym Soyator
46372
Mago
Montgomery

Jesus M.
Perez pager
Eclipse 2004

Ext.
Iasten 246204

Able 10-20-15 4pm
Victor 10-22-15 9pm

Michael Montgomery
803 231 7833

RE: Claim No: 13-01774700
Insured: Jesus Martinez
Claimant: Jesus Martinez and Jesse Martinez
Date of Loss: October 20, 2013

Dear Sirs,

As you are aware, Direct General resolved Jesus Martinez's claim for \$35,000 and Jesse Martinez's claim for \$7,224. We had been notified that Mr. Mills was asserting a lien on the proceeds, and Direct General was subsequently notified in writing that all parties agreed to have a two-party check issued so that the attorney fee lien could be resolved without Direct General's involvement.

We were made aware of the incident that occurred on February 12, 2015, and as a result, a "stop pay" order was placed on the settlement checks. Given the current issues between the parties, we are holding the funds until the parties have notified us of an agreed-upon procedure to distribute the settlement proceeds and resolve the attorney fee lien.

Additionally, Direct General does not want to expend further costs and fees in the consummation of this settlement, and it takes no position for or against the parties with respect to disagreement over fees. Therefore, we would recommend that the parties submit their dispute to the Fee Disputes Program run by the South Carolina Bar. The South Carolina Bar's website provides details for the program, but we understand it is free and could provide a quick way to resolve your fee dispute.

We would ask that all parties consent to have the current disputes submitted to the Fee Disputes Program, which is operated by the Resolution of Fee Disputes Board at the South Carolina Bar. Once the parties have agreed upon the procedure (or resolution) and notified us in writing, we will distribute the check(s) accordingly.

ATTEMPTED MURDER

Mr. Floyd Mills and Roy Trammel

TO: PET. Mr. Jesus Martínez

ON OPENING STATEMENT

By Mr. Smith: Page 22 – 25

22 – Mr. Vargas came to their office earlier and they disputed

23 – A check several weeks before, they had a gun and they WERE prepared to shoot Mr. Vargas.

And that's in Mr. Smith's Cross-Examination, verified by Mr. Mills. Furthermore, Mr. Mill keeps lying to cover his own criminal acts, Mr. Martinez came in the office on 2-3-15, not many weeks before as Mr. Mills stated and there are emails to confirm all of this.

Floyd Simpson "Trey" Mills III – Cross-examination by Mr. Smith

Page 47

15.Q: All right. Now on a date prior to that, Roy

16 – Trammel – you asked Roy Trammel to be present. **WITH A GUN**

17 – because you were a little bit afraid of Mr. Martinez

18 – at that time?

19.A: There were some aggressive EMAILS Mr. Martinez

20 – had sent me from the period of December until January 46 EMAILS

The 46 emails were the total amount sent between both Mr. Floyd and PET. Jesus, between the date 1-26-2015 and 1-27-2015 and 2 more emails on 2-03-2015. Mr. Floyd Mills was already planning on murdering PET. Jesus Martinez with the help of Roy Mills as an accessory to the murder.

55
✓

STATE OF SOUTH CAROLINA
BEFORE THE WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1205080

JESUS MARTINEZ,

Employee,
Claimant,

ORDER RELIEVING COUNSEL

vs.

CCS MASONRY, LLC & LANDMARK
BUILDERS OF SC, LLC,

Employer,
Defendant.

The above-entitled action is presently pending before the South Carolina Workers' Compensation Commission.

The attorney for the Claimant has submitted a Motion to Withdraw as Counsel.

ACCORDINGLY, IT IS ORDERED, ADJUDGED AND DECREED that Ernest C. Trammell of Trammell & Mills Law Firm, LLC, be released as counsel for the Employee-Claimant, Jesus Martinez, and from further representation in this matter.

IT IS SO ORDERED.

Dated: June 11, 2014


T. Scott Beck, Commissioner

CERTIFICATE OF SERVICE

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

By Amy Bracy on June 11, 2014

Opening statement by Ms. Huey – page 20

--6. He was sitting--9. He sat

Floyd Simpson "Trey" Mills III Direct Examination by Ms. Huey – Page 34

6.1 10-A- And he kept wanting me to sit down or to stay down

6.2 14-A. I was still seated.

16.A. He kept telling me to stay 17 down.

6.3 23.A. I tried to stand up

6.4 19.A. And eventually he took his left hand and just

20.A. Punched me in the back of the head.

Page 35

6.5 1.A. Reaction because I'd just got punched in the back of the head with a gun

6.6 3.A. I stood up. And when I did that, he tried to hit me

4.A. with the butt of the **gun**. I'm six-two; he's not. He hit me

5.A. me in the back of the head and the back of my right

6.A. shoulder.

CHARGE BY THE COURT

BY THE COURT

Page 116 – 15

15. However, to the extent the state relies on circumstantial
16. evidence, all the circumstances must be consistent with
17. each other, and when taken together point conclusively to
18. the guilt of the accused is beyond a reasonable doubt.

OPENING STATEMENT

BY MS. HUEY – PAGE 20

NOT CONSISTENT WITH EACH OTHER

5. Mr. Martinez, the defendant, the approach Mr.
6. Mills. He hit him as he was sitting at the conference
7. table. He hit him with his fist, and then he hit him
8. with the butt of the pistol. Additionally, he put that
9. gun to Mr. Mills head as he sat in his own conference
10. room.

Floyd Simpson “Trey” Mills III – Direct Examination by Ms. Huey

Page 35

3. I stood up
19. and stand up

Floyd Simpson “Trey” Mills III – Cross-Examination by Mr. Smith

Page 45

Mr. Floyd Answers

- 12.A: He was
- 13.A: Standing right to right shoulder, I pushed him that way and stood up.

CONCLUSION

Mr. Mills testimony is completely fictional, inconsistent and physically impossible, Mr. Mills stated on page 4 that both himself and Mr. Martinez had already taken a seat, “we sat down at the head of the table, him to my right.” But later claims Mr. Martinez “hit him as he was sitting down at the conference table” – Page 58. Later Mr. Mills stated he “was still seated” when Mr. Martinez “eventually took his left hand and just punched me in the back of the head” –Page 56. Let alone the two inconsistent scenarios, the laws of physics would still prohibit such actions. In one scenario Mr. Mills stated they had “sat down at the head of the table, him to my right” when Mr. Martinez “took his left hand and just punched me in the back of the head.” Now if Mr. Mills was at the head of the table and Mr. Martinez was sitting at his right how could Mr. Martinez take his left hand and punch the back of Mr. Mills head? Sitting on his right side, it would be physically impossible for Mr. Martinez to take his left fist and strike the back of Mr. Mills head. Mr. Mills can’t keep his story straight, with multiple scenarios none of them are consistent, claiming he was struck while being seated upon entering and then changing his story that they had both already sat down and discussed the paperwork when then being struck. On page 56 Mr. Mills also claims to have “just got punched in the back of the head with a gun” and then he “stood up” where he received 2 more blows “with the butt of the gun” one to the “back of the head and the back of my right shoulder.” Miraculously that would make 3 very lethal blows to the back of Mr. Mills head, 1 strike with a fist and 2 strikes with the butt of a gun, plus the forth blow to Mr. Mills right shoulder. Being pistol whipped not once but twice and struck with a fist to the back of the head and yet miraculously Mr. Mills suffered no injuries or trauma, he didn’t require a doctor or physician or any treatment at all, in fact even the on scene police officers noted no physical damage or bruising. While on page 58 Mr. Mills portrays a completely different scenario, claiming he was struck and stood up “right to right” shoulder and “pushed” Mr. Martinez “that way and stood up” not only is this inconsistent to the testimony he gave on page 56 but Mr. Mills standing at a whopping 6’-2” healthy and weighing over 200lbs allegedly “pushed” Mr. Martinez a 5’-4” disabled diabetic 51 year old man and yet somehow this small man managed to reach the top of his head, false. This is impossible, Mr. Martinez could never reach such an altitude, not to mention his medical conditions and body movement in-capabilities

and even more so while being pushed away from a man nearly two times his body weight. This evidence further proves Mr. Floyd Mills is lying under oath and testifying fraudulent evidence, leaving an innocent man behind bars for a crime not possible. Mr. Floyd Mills has committed many offenses both criminal, state and federal. Mr. Mills should be prosecuted to the fullest extent of the law.

Floyd Simpson "Trey" Mills III Direct Examination

NOT CONSISTENT WITH EACH OTHER

Page 45

12.A: He was

13.A: standing right at my right shoulder.

Page 34

6.A: I was to his left

19.A: And eventually he took his left hand and just

20. punched me in the back of the head. It wasn't hard.

Page 35

3.A: I stood up. And when I did that he tried to hit me

4. with the butt of the gun. I'm six two; he's not. He hit

5. me in the back of the head and the back of my right

6. shoulder.

CONCLUSION

Mr. Mills claims they were "standing right to right," it would be physically impossible for Mr. Martinez to reach around with his "Left" hand and strike in this position. Mr. Martinez is not an alien, this is impossible, even more so with a foot height difference. Further proving Mr. Mills fraudulent testimonies.

FALSE TESTIMONY BY Mr. Floyd Mills

PET..Never hit Mr. Floyd Mills

KEY: Mr. Floyd Mills said I was to his left

Floyd Simpson "Trey" Mills III – Direct Examination by Ms. Huey – Page 35

6.7 15. Q: Okay. Let me back you up just a bit. He hit you

16. Q: with his fist first?

17. A: Left fist first.1. A: just got punched in the back of the2. A: head with a gun.

18. Q: He then hit you with the gun?

19. A: After I began to react and stand up and **pushing away**

20. A: with my right hand, he came down with his right hand and

21. A: the gun in his right hand to the back of my head and to

22. A: the right shoulder.

5. A: in the back of the head and the back of my right

6. A: shoulder.

Mr. Floyd Mills testimony is simply impossible

PAGE 33 – Testimony by Floyd Mills

- 2. I sat him down
- 3. to the right
- 7. Jesus Martinez sat down at the head of the table.

PAGE 45 – Testimony by Floyd Mills

- 12. A: He was
- 13. A: standing right at right shoulder

PAGE 20 – Testimony by Floyd Mills

- 6. he was sitting
- 9. he sat

CONCLUSION

Mr. Floyd Mills testimony is consistently inconclusive and simply impossible. He claims PET. Mr. Jesus Martinez is in multiple locations at once. Mr. Mills claims Mr. Martinez punched him in the back of the head with the gun in his left hand and then claims the gun was in his right hand. Mr. Mills reaching a height of 6'-2" claims to have been standing while Mr. Martinez reaching a height of 5'-4" struck him with the butt of the gun on his head, unless Mr. Martinez was standing on a chair this is impossible, especially since Mr. Mills claims to have pushed away this elderly severely diabetic man. PET. Jesus Martinez couldn't have possibly been in all those places at once, nor could the gun be in both hands at the same time. Mr. Floyd Mills testimony is fraudulent and inconsistent.

NOT CONSISTENT WITH EACH OTHER

Floyd Simpson "Trey" Mills III – Cross-Examination by Mr. Smith – Page 49

11. Q: But my question is you were mad that day Mr. Floyd?

12. A: NO

Mr. Floyd Mills – page 46

20. A: So I wasn't mad at all

Mr. Floyd Mills – page 44

17. A: and I was pretty

18. A: nervous at the time.

20. A: I was really nervous.

Mr. Floyd Mills – page 50

2. A: I was mad

3. A: I was mad

Conclusion

Mr. Floyd Mills repeatedly keeps lying under oath, he claims he wasn't mad, then says he is, claims the gun was in PET. left hand and then claims it's the right hand. He claims PET. punched him with his left hand and then claims it's the right hand. He claims to have been sitting right-to-right shoulder but at the same time being to his left, which is physically impossible. Mr. Floyd Mills testimony has fallen to pieces, he can't keep his story straight.

FRAUD

Mr. Floyd Simpson "Trey" Mills III – Direct Examination by Ms. Huey

Page 35

- 9. A) I signed the check I did so though I'm very
- 10. A) narcissistic about my signature I sign Trey. It's
- 11. A) really long to sign Floyd Simpson Mills III. I sign my
- 12. A) name a lot. I sign Trey that's how I sign everything,
- 13. A) I was hoping that somebody would realize when I signed it
- 14. A) like that, there's a reason I did it

Mr. Floyd Mills Pre-Plans for Criminal Offense

PET. Jesus received an email from Mr. Floyd Mills – 1-26-2015

"If you are thinking about forging our names on the check we will prosecute for Criminal Offense. Please be reminded that forgery is considered to be a felony. Especially given the amount of \$35,000.00"

- See on page 35

Fraudulent Criminal Intent

PET. Has Truth Evidence

Mr. Floyd Mills, He was already, thinking on filling a law suit on the day January 26, 2015. I have his confession on an email – On page 35

Mr. Floyd Mills said to the PET.,

“We can file a law suit to stop payment until we can work out but we are not letting you try and not pay us like you did Ernie on the W.C Claim because you think you can out-smart the system. Laws are in place for a reason.”

“If you are thinking about forging our names on the check we will prosecute for Criminal offence. Please be reminded that forgery is considered to be a felony. Especially given the amount of \$35,000.00”

“I hate you have to resort to name calling and sexist comments, we are willing to work this out in a reasonable manner but not by you trying to take our hard earned fees.”

Conclusion

Mr. Mills was already subconsciously planning on suing PET. Mr. Martinez, what better way to succeed than by putting Mr. Martinez behind bars? After all, nobody would think twice of taking the word of a big shot lawyer. Mr. Mills repeatedly says “We” subconsciously separating his involvement from his plans of fraud and criminal offense.

FLOYD SIMPSON "TREY" MILLS

BEING FIRST DULY SWORN.

TESTIFIED AS FOLLOWS:

DIRECT EXAMINATION – PAGE 25

By Ms. Huey: To Mr. Floyd Mills – Page 27

14 To 18

14.Q: So was Jesus a client of yours then to start with or

15. someone else's?

16.A: He was my client. Each time he was my client. I am

17. the only one at the office who does

18. the personal injury work.

Mr. Floyd is lying under oath

ASHLEY REESE – PAGE 65

17.Q: How long have you been there?

18.A: Fourteen years

19.Q: Do you work for a particular attorney in that firm?

20.A: Ernie Trammel.

ASHLEY REESE – PAGE 66

4.A: I had – I was his paralegal for a worker's comp for Jesus Martinez

5.A: case case

W.C.C Fie NO. 1205080

I have 2 Attorney's

1. Mr. Ernie Trammel worker's comp
2. Mr. Floyd Mills car accidents

EVERY TESTIMONY MR. MILLS CLAIMS IS NOT CONSISTENT WITH EACH OTHER

NOT CONSISTENT WITH EACH OTHER

Ms. Huey – Page 20

16. Mr. Martinez grabbed those checks, up walked calmly out of the conference room.
19. He kept going. He got in his truck and drove off.
20. Mr. Mills, obviously shaken up, steps out of the conference room. Call 9-1-1. Mr. Martinez just pulled a gun on me.

Mrs. Lisa – Page 73

17. He was getting in his truck. He had a green truck.
18. And he got in and he sat there FOR A FEW MINUTES, and then he pulled off.

Mr. Floyd – Page 37

1. I told her once he was clear, once he was at least towards
2. the front of the office, I said, "CALL 9-1-1. He just pulled a gun on me." At that time you know, I went back to my office to call 9-1-1.

Ms. Ashley – Page 68

- 21.A. Trey came out of the conference and yelled at me to call the cops.
- 21.A Trey came out of the conference room and yelled at me to call the cops and said that Jesus had just pulled a
- 23A. gun on him
- 23.Q. What did you do once he left?
- 24.A. I followed right behind him.

Pet. Has truth evidence not consistent with each other

Ms. Ashley Reese, she's a workers-compensation paralegal For Mr. Ernie Trammel

Ms. Ashley Reese told Pet. Jesus Martínez, "They and I, we can drop the case at any time without any fees."

Mr. Floyd Mills email response 1-26-2015

- We are not letting you try and not pay us like you did Ernie on the W.C claim

Ms. Ashley has worked fourteen years for Trammel and Mills Law Firm, She's worked for Trey Mills over ten years, and this so called "witness" was in her office throughout the entire visit of PET. Mr. Martinez. In Fact BOTH witnesses Ashley Reese and Lisa were in their private offices throughout Mr. Martinez visit. These so called "witnesses" claim to have seen a bulge in Mr. Martinez pants when IN FACT Mr. Martinez was greeted by the entrance receptionist and then personally picked up by the attorney Mr. Floyd Mills – Page 68. Both "witnesses" are extremely biased and will say or believe anything they're over decade old employer tell them. These employees have bills, debt, a mortgage, a livelihood and children to support of course they're going to believe their employer and of course they will testify in court because doing so otherwise would put their careers in jeopardy.

NOT CONSISTENT WITH EACH OTHER

Ashley Reese – Cross examination by Mr. Smith

Q: What, if anything, did you notice about the condition of the conference room?

A: The tables were pushed – chairs were pushed away from the table, there's a paper and pen on the conference room table. It...it looked scattered.

Floyd Simpson “Trey” Mills III – Cross examination by Mr. Smith

Page 46

Mr. Floyd said

A: There are no more paperwork left on the table.

Conclusion

Ms. Ashley lied under oath to protect her boss and her job security. Ms. Ashley claimed there was a piece of paper and a pen scattered on the conference table when Mr. Mills claimed there was nothing at all on the table. Of course both Mrs. Lisa and Ms. Ashley will testify in Mr. Mills favor, their job would be on the line if they didn't. They're testimony is severely biased, after all they've worked for this man for over a decade.

BY THE COURT - Page 13

19. Keep in mind that the statements of the

20. attorneys are not evidence.

BY THE COURT – Page 14

9. I don't

10. think this will be a particularly long trial.

Ms. Huey – Page 19

1. Mr. Martinez came in for a

2. scheduled appointment

Mr. Floyd – Page 31

22.A: I know that he called the office and wanted to make

23. an appointment impromptu.

Mr. Floyd – Page 32

23. I went and got him. I brought him to the middle

24. conference room which is in the middle of our office.

Ms. Huey – Page 19

5. Mr. Martinez came in. He greeted the assistant in

6. the office very nicely, as he always did. And he went

7. into the conference room to meet with Mr. Mills.

Ms. Huey – Page 21

7. This won't be a

8. particularly long case.

Ms. Huey – Page 21

18. As I said, this will not be a particularly long case.

CLOSING ARGUMENT by Ms. Huey - Page 102

She said PLEASE FIND HIM GUILTY

EXTORTION

Is the threat of prosecuting someone criminally (bringing charges against you in exchange for financial benefit on the part of the threatening person.) If an opposing attorney does this to you then it would be malpractice and a criminal offense. Though not in the traditional sense.

THE RETURN OF CLIENT'S FILES UPON TERMINATION OF REPRESENTATION.

The Oregon – Type lien notwithstanding. Attorneys will return client's materials at the end of representation.

PERSONAL INJURY LAW

FOR NEGLIGENT Damages and compensation and Fall Injuries

It is hard to beat a lawyer at his own game. However I am trying, with the underlying case

PERSONAL INJURY LAW

CRIMINAL LAW

IMPROPER WITHDRAWALL

FIDUCIARY DUTY

CONFIDENTIALITY

FAILURE TO FOLLOW INSTRUCTIONS

BREACH OF CONTRACT AS A CAUSE OF ACTION = MALPRACTICE

LIBEL / SLANDER AND FRAUD

From Mr. Floyd Malpractice Action Evidence – Please review Recordings / Transcripts

IMPROPER WITHDRAWAL

Model Rule 1.16

FRAUD: Charging an excessive fee

The Lying Lawyer

Fee Agreements – (To the Model Rules) per the 2000 ethics

We often forget that a lawyer is a hired employee by the client, and that he is working for the person or entity who is paying the bill. Therefore a lawyer should do what the client asks. As long as it is not illegal.

ACTS OF MALPRACTICE DUE TO CLIENT RELATIONS

BREACH OF DUTY

An attorney's improper handling of a client's matter.

Burden of Proof: The obligation of a particular party to establish a sufficient level of proof in a lawsuit

CLOSING ARGUMENT

By Ms. Huey:

- 20. Now, what corroborates that that happened to
- 21. Trey Mills? First of all, why in the world would he subject
- 22. himself to coming in this courtroom? Why in the world
- 23. would he make that up?

“Why:” For MALPRACTICE LAW

- 1. Petitioner, told Mr. Floyd Mills he was going to SUE HIM for legal malpractice of the law, Insurance and Medicaid fraud. Pet. Has evidential proof. Mr. Floyd Mills was on the verge of losing his license and career let alone the penalties and possible prison sentence.
- 2. Mr. Ernest Trammel Attorney is subject to IMPROPER WITHDRAWAL Model Rule 1.16 (My workers compensation case) That withdrawal caused Pet. Permanent physical injuries, Pet. Lost 4 houses, land, heavy equipment, cars, ect. Pet. Has truth evidence and Breach of Duty an Attorney improper handling of a client's case matter. MALPRACTICE due to client relations. FRAUD, Personal Injury Law for “NEGLIGENT AND EXTORTION.”

THE FIDUCIARY DUTY – 11-30-16

The word fiduciary stems from a Latin term meaning, “Trust.” As a noun, it means, “a character analogous to that of “a trustee.” As an adjective, it refers to the nature of trust or confidence. A fiduciary relationship is a relationship based on the trust and confidence of one person in the fidelity – faithfulness – and interests of another. The attorney – client – relationship is only one example of a fiduciary relationship. It also is recognized to exist between principal and agent, guardian and ward, executor and heir, and even between landlord and tenant. A fiduciary or confidential relationship is one in which one person places confidence in another person, thereby placing the other person in a position of superior power and influence. (Such a relationship can occur not only in a formal/legal sense, but also in moral, social, familial, and other personal circumstances.) Some of the characteristics of this special legal and moral relationship are as follows:

- Neither party may exert influence or pressure upon the other.
- Neither party may take selfish advantage of the others trust.
- Neither party may use the trust in such a way to benefit herself
- Neither party may prejudice the other except in the exercise of good faith and with the consent of the other.
- Neither party may take advantage of the others forgetfulness or negligence.
- Neither party may use business shrewdness, hard bargaining, or especial knowledge to take advantage of the other. As you can see from the foregoing, a fiduciary is bound by a very high moral, ethical, and – since the law recognizes this special relationship legal responsibility. In *Williams V. Griffin* (35 Mich. App. 179, 192 N.W. 2d 283, 285) The court said:

THE FIDUCIARY DUTY – 11-30-2016

A fiduciary relationship exist when there is a reposing of faith, confidence, and trust and the placing of reliance by one upon the judgment and advice of another....the substantial reliance (of one party on another) justified the trial court's decision to impose upon Griffin, as Donnelly's Fiduciary the burden of presenting credible evidence as to the fairness of his business dealings with Donnelly.

An understanding of fiduciary relationships and its attendant obligation between client and lawyer, between lawyer and lawyer, between two individuals in business, between officers of corporation and even between workers for and with a company will be useful to you in many situations, in your business and personal life. In so far as lawyers are concerned, in addition to the obligations discussed above, the primary fiduciary duties to a client as state by a California court in *Worth V. State Bar*, 551 P. 2d 16 (CAL 1976) are:

- Segregation
- Record Keeping
- Delivery
- Accounting

Look at each of these obligations to understand what a lawyer's main fiduciary responsibilities are to her clients. Although not specifically in the California court's lists, safekeeping property and confidentiality are two important elements of the fiduciary duty and are therefore.

Personal Injury Law

In general personal injury law is a subspecies of negligence law and refers to the recovery of money damages and compensation from responsible negligent parties or their principals and insurance companies for victims of an accident or wrongful act. Included in this field of law are situations involving car accidents, slip and fall injuries, products liability, medical or dental malpractice intentional physical assaults and torts, premises liability, defective food ailments, and any other methodology by which one person is injured by the negligence or malfeasance of another injured victims – or their survivors in the case of those plaintiffs that institute survivor actions or wrongful death cases – may recover for physical injuries; scarring; loss of limbs or eyesight; pain and suffering; loss of the ability to enjoy life; loss of past, present, or future earnings or earning capacity; future net accumulations; past, present, or future medical bills; and a host of other damages. For example, a person can recover the loss of consortium for injuries to his or her spouse. The following are some common errors that attorneys commit in this area of the law:

- Failure to file a complaint within the statute of limitations period, resulting in loss of right to seek damages.
- Failure to name all responsible parties.
- Failure to serve all parties with the lawsuit in accordance with the law.
- Failure to act diligently.
- Failure to obtain all insurance information, resulting in the inability to collect all collectible damage.
- Failure to advice of all offers made by opposition, including the danger of rejecting a reasonable offer that could later result in attorney's fees and costs being incurred for failure to accept the offer.
- Failure to hire or disclose necessary expert witnesses for the particular matter within the proper time limits.
- Failure to claim all possible damages.
- Failure to prepare for trial including jury instructions.
- Failure to file an appeal in a timely manner.

IMPROPER WITHDRAWAL 11-25-2016

Withdrawal of representation is an important area of client relations and a contentious area of MALPRACTICE. Whatever the reason – disagreements, fee disputes, lack of payment, or other issues – an attorney must file a motion to withdraw from a case or legal matter before the proper court with proper notice and must continue to represent the client until the court grants the withdrawal. This is usually accomplished by certified mail. (Legal work for a client other than litigation or another matter being heard before a court does not require the courts permission to withdraw.) the court will NOT permit an attorney to withdraw if it will negatively impact the client's CASE. For example, if a lawyer were to withdraw just before the summation to a jury was due, her withdrawal could have a material effect – that is a major or damaging effect – on the outcome of the case and possible damage the client. Courts will usually allow a client time to find another attorney.

Model Rule 1.16 “Declining or Termination Representation”

Discusses a myriad of reasons a lawyer may withdraw representation. However, it is important to note that according to this rule, “When ordered to do so by a tribunal a lawyer shall continue representation notwithstanding good cause for terminating the representation.” In other words, if a judge orders an attorney to remain on the case, she or he must continue to REPRESENT THE CLIENT regardless of her reasons (valid or invalid). Withdrawing from a case without the client's consent, without the judge's consent, or for reasons that are not related to the case (such as planned vacations) may be considered improper withdrawal. In certain circumstances, even if a client were to give consent, the court may not ALLOW the attorney to withdraw. For instance, if a case is in the final stages of a jury trial and the client agrees to let the lawyer out of the case, the court may not want to waste the jury's time and begin the case again with new counsel. A client may discharge a lawyer at will or without cause and under Model Rule 1.16, the lawyer is still obligated – even if discharged unfairly in the lawyers opinion – to take all reasonable steps to mitigate the consequences to the client “Under this rule, a lawyer must also “carry through” consequences to conclusion all matters undertaken – for a client.” This would include providing new counsel with all files and pertinent documents, providing notice to all parties involved – (in

the event litigation is involved) and taking whatever other steps are necessary to protect the client from the exposure of the lawyers withdrawal.

If a lawyer has had a longstanding relationship with a client – perhaps she has represented the client on a number of different matters – the client may believe the lawyer is still serving in her representative capacity. However, any doubt as to whether the attorney – client – relationship still exists should be clarified in writing as soon as possible.

ACTS OF MALPRACTICE DUE TO CLIENT RELATIONS

ACTS OF MALPRACTICE DUE TO CLIENT RELATIONS

It is imperative that a lawyer and client have a working relationship based on mutual trust. However, it's important to remember that a lawyer is working for her or his client. That the client is PAYING the bill and that the client is supposed to be in control – not the other WAY around – before decisions are made, a lawyer and client should discuss all available options; then the client should instruct the lawyer to take the course of action from the available options she/he has chosen. If a lawyer fails to obtain the consent of her client, or fails to follow instructions, she or he is acting as if she has authority when, in fact does not. There may even be grounds for malpractice if a lawyer takes control of a client's affairs without the clients consent. Another contentious are of client relations is the withdrawal process, which must be handled in an orderly and proper manner to avoid harming the clients' interests. This chapter takes up the subject of client relation errors, including the failure to obtain a client's consent. Failure to follow instructions, and improper withdrawal. Being aware of what can go wrong in the area of client relations can help you avoid such problems with your attorney or recognize problems – or acts of malpractice – that may have occurred in the attorney – client relationship between you and your former counsel.

CRIMINAL LAW

Every country has developed a system in which those who violate a set of laws governing society's conduct are punished. Criminal law generally refers to the particular form of the administration of justice or penalties, although there are federal crimes specifically set forth by the law, the United States has deferred most of the administration of the penal codes to the various states. The laws and procedures, which are very specific, vary from state to state. Criminal law involves the knowledge of criminal procedure, which details the rights offered to a person and the requirements for the state or prosecution to charge a defendant with a crime and prove those charges, state statutes define crimes against persons, nature, or property, violence and fraud as felonies (punishable by imprisonment of more than one year) or as misdemeanors (punishable by imprisonment of less than one year) depending on the severity. Certain states allow jury trials for misdemeanors, while others do not. Defendants are entitled to confront their accusers, evidence and witnesses against them and to be processed quickly (the right to speedy trial). Pretrial procedures and sentencing procedures exist to ensure due process is afforded to all.

The following are some common errors that attorneys commit in this area of the law:

- Failure to suppress evidence that was clearly wrong and clearly would have been suppressed if a timely motion were made.
- Failure to take discovery depositions, if allowable.
- Failure to interview witnesses.
- Failure to advise client of minimum and maximum penalties.
- Failure to attend hearings, resulting in the issuance of an arrest warrant.

SOUTH CAROLINA
RULES OF COURT
STATE

For Federal Rules see South Carolina Rules of Court, Federal 2002

RULE 1004. ADMISSIBILITY OF OTHER EVIDENCE OF CONTENTS

Original is NOT required and other evidence of the contents of a writing, recording, or photograph is admissible if

1. Originals lost or destroyed, all originals are lost or have been destroyed, unless the proponent lost or destroyed them in bad faith.

FLOYD S. MILLS RECORDING TRANSCRIPTS

MALPRACTICE AND EXTORTING PET. JESUS MARTINEZ

-SEE FULL CD FOR FURTHER REVIEW

1. FLOYD- MARTINEZ FAMILY,
2. JESUS- MHHM HOW YOU
3. FLOYD- HOW'S THAT COUCH WORKING OUT FOR YOU
4. JESUS- I WAS FIXING TO GO TO SLEEP RIGHT HERE AND WAKE ME UP
TOMMOROW
5. FLOYD- WELL YOU CAN SLEEP OVER. YOU DOING ALRIGHT
6. JESUS- YEAH
7. FLOYD- LIVIN THE DREAM
8. JESUS- YEAH
9. FLOYD- THAT'S GOOD, YOU DOING ALRIGHT. GOOD GOOD
10. JESUS- THAT'S DIFFERENT THAN YOURS
11. FLOYD- THAT ONES GOT MY NAME ON IT
12. JESUS- THAT'S YOURS
13. FLOYD- NO *?*
14. JESUS- THAT'S NOT THE BAG
15. FLOYD- *?*
16. JESUS- WHY YOU CHANGED IT AROUND
17. FLOYD- I SWITCHED IT AROUND ON YA
18. JESUS- HMM
19. FLOYD- I SWITCHED IT AROUND ON YA
20. JESUS-WHY
21. FLOYD- I WOULDN'T BE ABLE TO CARRY IT OUTSIDE *?*
22. JESUS- HMM
23. FLOYD- YEAH CHECK IT OUT SEE *?*

24. JESUS- THAT'S NO GOOD YOU GONNA HAVE A LOT OF THINGS IN
YOUR BRAIN YOU GONA SEE EVERY CUSTOMER COME RIGHT HERE

25. FLOYD- WELL I CAN ** THE CUSTOMER CUSTOMERS ARE WHAT
KEEP THE BUSINESS RUNING ISNT THAT HOW ANY BUSINESS IS

26. JESUS- NOT LIKE THAT YOU SPOSE TO HAVE YOUR MIND ONLY IN
YOURSELF NOT IN THE OTHERS YOU GOT THE PEOPLE OVER THEIR

27. FLOYD- NOT ALL THE TIME

28. JESUS- VERY GOOD

29. FLOYD- WERE HAVING A HARD TIME FINDING THE AT FAULT DRIVER **
JENKINS

30. JESUS- HE RAN AWAY

31. FLOYD- WELL IT ISNT THAT HE RAN AWAY ITS ** AND SO WE CANT
TRACK HIM DOWN CANT GET SERVICE WE HAVE TO DO IT BY
PUBLICATION WHICH IS ALL PART OF IT BUT ITS TAKING TIME

32. JESUS- MHM

33. FLOYD- I HAVE TO THINK HE'D BELONG ANYWHERE SO WHATS
CONCERNING ABOUT PUBLICATION IS THAT WE HAVE TO DO IT BY LAW
WE GOT TO PUT IT IN THE PAPER AND SAY HEY YOUR GETTING SUED AND
WHEN HE SAYS HE DOESN'T ANSWER WITHIN THIRTY DAYS THEN WE
HAVE PERFECTED SERVICE SO ANYTIME YOU FILE A LAWSUIT YOU GOT
TO FILE YOUR PLEADING AND YOU GOT TO GET IT SERVED THAT'S WHERE
WE ARE STAGE 2 GETTING IT SERVED CAUSE WE HAVE TO SHARE ABOUT
HIM AN ALTERCATION ** AND NOBODY KNOWS WHAT OR WHEN
ADDRESS WERE SERVING BY PUBLICATION NOW SO ONCE WE SERVE BY
PUBLICATION WHICH WE DID IN AUGUST WE SHOULD BE DONE IN
SEPTEMEBER SO WE SHOULD BE GOING INTO SERVICE NOW WELL BE
GETTING UHH ANSWERS BACK CAUSE WE'LL HAVE TO ANSWER FROM
THE DEFENSE ATTORNEY WHENEVER THE INSURANCE COMPANY ASIGNS
IT SO WERE HAVING A LOT OF FUN

34. JESUS- HMM

35. FLOYD- ARENT YOU

36. JESUS- I DON'T HEAR NOTHING ABOUT IT NOBODY TELL ME NOTHING

37. FLOYD- THE OTHER DAY ITS IN THE LITIGATION BYTHON UH HOW DO I
GET PAID

38. JESUS- HOW YOU GET PAID WORKING

39. FLOYD- I DON'T GET PAID WORKING

40. JESUS- YOU DONT GET PAID WORKING

41. FLOYD- I DON'T GET PAID BY THE HOUR

42. JESUS- HMM HMM

43. FLOYD- I GET PAID BASED ON RESULTS

44. JESUS- REALLY

45. FLOYD- UHH SO I DON'T GET PAID TILL YOU GET PAID SO IT BEING
DELAYED LIKE THIS AINT HELPING ME ANY

46. JESUS- HMM WELL FIRST THING I COME FOR THE CASE THAT'S BEEN
PASSED ALREADY ABOUT THE EIGHTEEN WHEELER REMEMBER

47. FLOYD- I REMEMBER

48. JESUS- IT'S A *?* BEEN SENDING ME A COUPLE INVOICES SOMETHING
LIKE THAT AND THE BEGINNING OF THE ACCIDENT AND HIGHWAY 85 I
THINK AND THE HOSPITAL THAT'S CLOSE TO THE SPARTANBURG

49. FLOYD- A HUH

50. JESUS- AND THEY BEEN SENDING TO ME AND I I CALL THEM AND
THEY TELL ME THAT'S NOT BEEN PAID FOR I SAY WELL LET ME TALK TO
MY ATTORNEY

51. FLOYD- YOU GOT A COPY OF IT

52. JESUS- AND THEY GOT IT THE FILES BECAUSE I TALK THE OTHER DAY I
COME WITH YOU SECRETARY OR WHO EVER THEY ARE

53. FLOYD- RIGHT

54. JESUS- AND THEY HAVE IT IN THE FILE IT'S THE HOSPITAL THE
EMERGENCY HOSPITAL IN SPARTANBURG

55. FLOYD- A HUH

56. JESUS- WHEN THE ACCIDENT HAPPEN

57. FLOYD- RIGHT I KNOW I KNOW WHAT YOU TALKING ABOUT ** EMS
OR VILLAGE OF TOWN

58. JESUS- MMM I FORGET EXACTLY THE NAME

59. FLOYD- ITS VILLAGE OF TOWN

60. JESUS- I FORGET THE NAME EXACTLY

61. FLOYD- ** OF FILE IS ON ** OR MEDICAID

62. JESUS- I TALK TO THEM MEDICAID I SAY DO YOU NEED THE MY
NUMBER OF THAT MEDICAID AND THEY TELL ME NO THE THAT'S BY CAR
ACCIDENT YOU MEDICAID DON'T PAY FOR THE CAR ACCIDENT I SAY
WELL AND SHE WAS TRYING TO GET KINDA LITTLE OVER RUDE

63. FLOYD- A HUH

64. JESUS- AND I SAY LET ME SPEAK TO YOU VICE PRESIDENT OR WHO
EVER ABOVE YOU SHES A LADY TRYING TO NO UPSET HER

65. FLOYD- MHM

66. JESUS- AND I SAY DON'T WORK THAT WAY FOR ME

67. FLOYD- A HUH

68. JESUS- CALM DOWN AND GIVE ME YOU BOSS MAN AND THEY CALL
ME AND I DON'T ANSWER THE PHONE FOR THEM AND I COME HERE I WAS
TRYING TO DEAL WITH YOU SECRETARY BUT YOU SECRETARY SHE SAY
THE BILLS THEY DON'T YOU YALL DON'T SUPPOSE TO PAY I SAY WELL
CAN I TALK TO MY ATTORNEY AND THEY TELL ME YOU WAS ON
VACATIONS AND THEN

69. FLOYD- I WASN'T ON VACATIONS

70. JESUS- AND THEN YOU COME OUT

71. FLOYD- **

72. JESUS- YOU COME OUT OF THEIR HAAAAHA I SAY WHERE'S THE
VACATIONS HAAAAHA

73. FLOYD- YOUR VACATION

74. JESUS- HAAAAHA IT WAS KIND OF FUNNY

75. FLOYD- ** SURGERY YOU CALL A VACATION

76. JESUS- PROBABLY THAT'S WHAT THEY CALLED

77. FLOYD- OK WE AINT GOT NO LIEN FROM ** WHICH WAS MEDICAID
AND YOU WERE WITH MEDICAID WHERE THEY CAME FROM
APPEARENTLY UH VILLAGE OF TOWN DIDN'T FILE ON MEDICAID UM AND
WE DIDN'T PAY THEM THEY SHOULDN'T FILE ON MEDICAID REMEMBER
WE SETTLED WITH APS AND THEY STARTED CHARGING US ELEVEN-
HUNDRED DOLLARS THAT'S WHY I DIDN'T WANA FILE WITH MEDICAID
CAUSE THEY'RE NOT GETTING THEY CHARGE ELEVEN-FOURTY-FOUR
THEY ONLY GET FOUR-FOURTY-SIX SO YEAH THEY'RE SUPPOSE TO FILE
ON MEDICAID AND THEY HAVE THE OPPORTUNITY TO ** MEDICAID
78. JESUS- ONLY I SAY WHAT THEY SAY
79. FLOYD- I UNDERSTAND THAT
80. JESUS- AND TRANSFER THE NEWS TO THE BIG MAN THE BIG MAN IS
YOU NOW YOU TELL ME MY ATTORNEY WHAT WE GONE DO
81. FLOYD- DON'T PAY
82. JESUS- AND THAT GONE BE THAT'S GONA BE ON THE LIKE WHEN I
WANT TO GET CREDIT FOR SOMETHING
83. FLOYD- MHM
84. JESUS- ITS GONE COME IN MY RECORD AND BEFORE I GET THE LOAN
OR ANY LOAN THEY GONE SAY PAY THIS AND THEN WE GIVE YOU
85. FLOYD- OFFER TO PAY THEM FIVE-HUNDRED DOLLARS
86. JESUS- BUT WHAT YOU TRYING TO TELL ME THAT MEANS WHAT DON'T
PAY OR PAY
87. FLOYD- RIGHT WELL WERE SUPPOSE TO UM FILL THAT OUT BUT THESE
ARE ALL THE MEDICAL BILLS THAT ARE WAITING TO BE PAID
88. JESUS- BUT YALL SUPPOSE TO COVER AND ESPECIALLY THAT ONE THE
FIRST
89. FLOYD- YEAH BULLS EYE
90. JESUS- THE FIRST INVOICES WERE THE HAPPEN THE ACCIDENT
WHERE WE BRING THE PAPERS TO YALL
91. FLOYD- WELL YEAH WE WE SENT THEM OFF

92. JESUS- WE SUPPOSE TO PAY THAT ONES IN THE IN THE FRONT FOR
THAT BECAUSE
93. FLOYD- I KNOW WHAT YOU TALKING ABOUT *?*
94. JESUS- *?* AND THEY SAY NOPE YOU ATTORNEY THEY DON'T GOT
NOTHING TO DO AND I THINK THEY ALREADY CALL BECAUSE I THINK
DON'T GET ME WRONG BUT I THINK SHE SAY WE ALREADY CALL AND
THEY SAY THEY NOT GOING TO PAY
95. FLOYD- TELL THEM I CAN HELP YOU
96. JESUS- I THINK
97. FLOYD- TELL THEM TO GIVE THEM MY CARD TELL THEM TO CALL ME
IF I *?*
98. JESUS- AND THEN
99. FLOYD- ILL SEE IF I CAN WORK OUT A DEAL ILL SWITCH *?* WITH
YOU BUT
100. JESUS- WITH ME
101. FLOYD- *?* READ THAT FOR ME I DON'T WANNA GO TO *?* YOU
CANT FOOL ME
102. JESUS- I DON'T
103. FLOYD- READ IT FOR ME THOUGH
104. JESUS- AHH
105. FLOYD- READ IT
106. JESUS- I THINK
107. FLOYD- YOU WANT ME TO READ IT TO YOU IT SAYS I
UNDERSTAND AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR ANY
AND ALL OUTSTANDING MEDICAL BILLS AND THAT I HAVE RECOGNIZED
MY ATTORNEY TO PAY ON MY BEHALF ONLY THE MEDICAL BILLS SET
FORTH ABOVE WHICH WAS THE MEDICAID MONEY
108. JESUS- MMM AND THAT'S THE TOTAL BILLS YOU PAY THE
ONES THAT'S ABOVE HERE BUT REALLY BUT REALLY YOU DON'T PAY
ALL THE BILLS CAUSE ITS ALREADY BILLS COMING TO MY HOUSE
109. FLOYD- WHICH BILLS DIDN'T I PAY

110. JESUS- THE BILLS FROM THE ACCIDENT AND WE HIRE YOU TO
TO COVER US ON THE ACCIDENT AND YALL DON'T COVER EVERYTHING
ON THE ACCIDENT AND THE OTHER BILLS COME HOW MANY MORE BILLS
WE GONA HAVE AFTER THESE TWO

111. FLOYD- YOU SHOULDN'T HAVE ANY MORE AFTER

112. JESUS- WELL ITS COMING TO TWO I DON'T KNOW HOW MANY MORE
YOU KNOW WHAT I MEAN

113. FLOYD- I KNOW *?*

114. JESUS- AND YOU SAY DON'T PAY OR SECOND YOU SAY PAY TO
THE HALF AND NOW YOU TELL ME LEAVE AND YOU REALLY DON'T MEAN
YOU THOUGHT EVERYTHING IS ABOUT HOPE AND I HIRE YOU FOR THE
CASE I DON'T CURSE ARGUE FOR SERVE HEADACHE TO ME NOTHING LIKE
THAT

115. FLOYD- AHUH

116. JESUS- YOU GOT ME

117. FLOYD- BRING ME THE BILLS BRING ME THE COPIES OF THEM
OR FAX THEM

118. JESUS- AND AND AFTER I GIVE YOU THE BILLS HOW LONG YOU
THINK YOU GONA FIX THAT THING FOR I CAN CALL THEM

119. FLOYD- UHH THIRTY DAYS

120. JESUS- I GIVE YOU THIRTY DAYS AND IF OTHER BILLS COMING
THROUGH IN MY MAIL WHAT I DO

121. FLOYD- BRING THEM TO ME

122. JESUS- BRING THEM TO YOU

123. FLOYD- MHM

124. JESUS- ALRIGHT AND THIS IS YOUR NUMBER THEY WHERE
THEY CAN REACH YOU RIGHT HERE THE

125. FLOYD- AND MY EMAIL ADDRESS

126. JESUS- AND YOU EMAIL ADDRESS

127. FLOYD- AND MY FAX NUMBER

128. JESUS- OK THAT'S GOOD GIVE ME THIS

129. FLOYD- ILL MAKE YOU COPY
130. JESUS- ALRIGHT ALRIGHT THE OTHER THING I COME HERE TO
THE OTHER CASE ABOUT THE OTHER ACCIDENT I THINK I DON'T NEED
YOU NO MORE
131. FLOYD- OK
132. JESUS- AND I DO WANT THE PAPERS TO PICK IT UP
133. FLOYD- ILL CALL THEM UGH AND ILL GIVE YOU ILL GIVE YOU
THE BILL
134. JESUS- SEND ME THE BILL AND I DON'T HAVE TO PAY YOU
NOTHING BECAUSE
135. FLOYD- YEAH YOU DO
136. JESUS- WELL JUST SEND THE BILL THANK YOU SO MUCH AND
WE SEE WHAT WE CAN DO WITH THAT THINGS
137. FLOYD- OK
138. JESUS- ALRIGHT BUT I WILL NEED THE FILES FOR TRADE WITH
SOMEBODY ELTS
139. FLOYD- OH IM SURE **
140. JESUS- OH WHEN I PAY YOU
141. FLOYD- AHUH
142. JESUS- THAT MEANS I DON'T GET THE FILE IF I DONT PAY YOU
143. FLOYD- RIGHT I WILL NOT GIVE YOU COPIES OF THE FILE **
144. JESUS- DON'T YOU SAY YOU READ THE CONTRACT DO YOU
GIVE ME CONTRACT
145. FLOYD- YEAH YOU SIGNED A CONTRACT
146. JESUS- I SIGNED A CONTRACT DO YOU GIVE ME CONTRACT
147. FLOYD- I ALREADY DID I WILL NOT GIVE YOU YOUR FILES I AM NOT
GOING TO PLAY YOUR GAMES YOU PLAYED THIS WITH ERNIE I AM NOT
GOING TO PUT UP WITH YOU'RE YOUR LITTLE GAME
148. JESUS- NO YOU DON'T GIVE ME ANSWER
149. FLOYD- GIVE ME THIRTY DAYS COME BY AND PICK UP YOUR
FILES ONCE YOU PAY THE BILL AND ILL SEND YOU YOUR BILL AFTER **

150. JESUS- OK
151. FLOYD- YOU KNOW THE WAY OUT
152. JESUS- OF COURSE I DO HAVE A NICE DAY
153. FLOYD- YES SIR

ERNEST C. TRAMMELL RECORDING TRANSCRIPTS

EXTORTING AND CURSING PET. JESUS MARTINEZ

-SEE FULL CD FOR FURTHER REVIEW

1. ERNEST – I BEEN, I BEEN GOING THROUGH ALL THIS AFTER WE TALKED THE OTHER DAY
2. JESUS – YES SIR
3. ERNEST – I BEEN GOING THROUGH ALL YOUR EXHIBITS HERE AND EVERYTHING
4. JESUS – YES SIR
5. ERNEST – BECAUSE BECAUSE WERE BASICALLY MAKING THE DECESSION THAT YOUR GOING TO GO TRIAL THIS CASE
6. JESUS – YES SIR
7. ERNEST – ALRIGHT WELL IM JUST GOING TO TELL YOU
8. JESUS – YES SIR
9. ERNEST – I AINT GONE BULL SHIT YOU
10. JESUS – YES SIR
11. ERNEST – WE NEED TO SETTLE THE CASE
12. JESUS – YOU NEED TO SETTLE THE CASE
13. ERNEST – YOU NEED TO SETTLE THE CASE
14. JESUS – OH ME
15. ERNEST – YES AND HERES WHY THE MINUTE THE MINUTE THEY TRY TO READ US YOU DONE YOU GETTING ZERO
16. JESUS – OK
17. ERNEST – I MEAN I MEAN THIS THIS EMAIL ALONE KILLS YOU OK AND I I REALIZED YOU CAN SAY WHAT YOU WANA SAY
18. JESUS – YES SIR
19. ERNEST – BUT YOUR ACTIONS AND THE WAY THEY PAID AND THE WAY THEY DID EVERYTHING IS A WHOLE LOT MORE CONSISTANT WITH

WHAT HE'S SAYING THEN WHAT WERE TRYING TO SAY IM NOT GONNA
LEAD YOU DOWN THE DAMN PATH TO GET ZERO

20. JESUS – OK

21. ERNEST – AND THAT'S WHERE AND THAT'S WHERE WERE FREAKING
GOING IS TO GO GET ZERO

22. JESUS – OK

23. ERNEST – WE'RE WE'RE GOING TO FALL UNDER THE CATEGORY OF
DOG SHIT BEST AND HOGS AGAINST WIVES

24. JESUS – HAHHAHA

25. ERNEST – AND WE WE ABOUT READY TO BE A HOG AND IM NOT GOING
TO BE YOU KNOW I WORK THESE FUCKERS TO GET UP TO I MEAN I GOT
A FORTY-THOUSAND DOLLAR OFFER I THINK I MIGHT BE ABLE TO GET
TO FIFTY I KNOW WE TALKED ABOUT THAT THE OTHER TIME THE
OTHER TIME BUT THEN YOU KNOW I GOT TO LOOKING AT IT AND I
KNOW WE TALKED AND IT'S A ITS KINDA A FISH OR CUTT BAIT KINDA
SITUATION AND WE GONE GET OUR BUTTS HANDED TO US AND IF AND
AND WE GONE WALK OUT THEIR WITH ZERO AND I KNOW I'D RATHER
HAVE MORE MONEY BUT I WOULD CERTAINLY RATHER HAVE I'D
RATHER HAVE THIS THAN GET NOTHING BUT WHEN THEY GET IN
THEIR AND THEY START LOOKING AT ALL THIS STUFF THE WAY YOU
WERE PAID YOU GOT THE W-4'S AND W-9'S AND ALL THAT STUFF ON
ALL THEM ALL THE EMPLOYEES

26. JESUS – YES SIR

27. ERNEST – THE EMPLOYEES ARE TECHNICALLY YOURS THEY'RE NOT
HIS

28. JESUS – OK

29. ERNEST – AND AND IN ORDER TO NOT BE AN INDEPENDENT
CONTRACTOR THEM AND YOU OUGHT TO BE HAVING W-4'S AND ** OK
NOW IVE BULL-SHITTED THIS CROWD THE WHOLE WAY THROUGH TO
GET TO WHERE WE GETTING RIGHT NOW BUT WE ABOUT READY TO
HAVE I MEAN WE ABOUT TO READY TO LOOSE OUR ASS AND AND I

MEAN WE'VE GOTTEN THIS FAR LUCKILY I MEAN WE ARE LUCKY THAT WE GOT THIS FAR FIRST OFF IT DIDN'T HAVE ANY FREAKING INSURANCE TO START WITH BUT I MEAN WE'VE GOT PEOPLE PAYING AND UH AND TRUTH BE KNOWN THEY HAVE SUBPEONED ALL THIS STUFF FROM ME YOU KNOW I'VE TRIED YEAH I I HAVE HELD OUT AS LONG AS I CAN ON SOME OF IT YOU KNOW I HAVENT PRODUCED IT ALL YET

30. JESUS – YEAH

31. ERNEST – I MEAN IVE PRODUCED BITS AND PIECES OF THE STUFF WHICH TECHNICALLY IM UNDER AN OBLIGATION TO PRODUCE EVERYTHING BUT I WANA GET THE FREAKING THING SETTLED BEFORE I HAVE TO DO THAT BECAUSE ONCE I HAVE TO DO THAT WITH THE WE MIGHT AS WELL JUST PACK IT IN AND GO BACK HOME AND NONE OF US GET A DIME

32. JESUS – BUT YOU YOU ONE-HUNDRED PERCENT SURE IF I DON'T GO FORWARD YOU DON'T WANT THE CASE YOU HUNDRED FOR SURE

33. ERNEST – I MEAN IM PRETTY CLOSE

34. JESUS – YOU SURE

35. ERNEST – YEAH YEAH I MEAN IM A HUNDRED PERCENT IM NOT GONA

36. JESUS – WHO WE

37. ERNEST – LOOK LOOK LOOK LOOK HERE I BEEN HERE I BEEN THROUGH A LOT WITH YOU IF YOU LOOK AT THAT THING WE STARTED ON MAY THE THIRD TWO-THOUSAND-THIRTEEN SO WE BEEN GOING A YEAR ALMOST *?* AND WE'VE GONE FROM NOTHING TO WHAT WE GOT RIGHT NOW

38. JESUS – MMHM

39. ERNEST – MY PROBLEM IS NOT THAT I DON'T LIKE YOU I DON'T WANT TO REPRESENT YOU I DON'T WANT I DON'T WANT TO REPRESENT YOU IN SOMETHING THAT I DON'T THINK YOU CAN WIN

40. JESUS – MMHM

41. ERNEST – AND AND THAT'S WHAT IM TRYING THAT'S WHAT IM TRYING TO SAY AND GOING COLLARED MEANS THAT IM JUST GONNA LEAVE WE JUST BOOT BE WALKING INTO A FIRE PITT TO GET BLOWN UP OR BURNED UP AND I KNOW THAT'S GOING TO HAPPEN AND IM I DON'T WANT YOU TO DO IT I DON'T I DON'T WANT TO BE RESPONSIBLE FOR IT ILL PUT IT THAT WAY I MEAN ITS ITS JUST NOT I KNOW WHATS GOING TO HAPPEN ITS NOT GOING TO MAKE YOU WELL ITS NOT GOING TO MAKE YOU YOU HEALTH BETTER ITS NOT GOING TO DO THAT BUT I KNOW WHERE WHAT THE ULTIMATE END RESULTS GOING TO BE AS FAR AS GOING IN FRONT OF A JUDGE AND GOING IN FRONT OF THE LEGAL SYSTEM I KNOW WHERE THE LEGAL SYSTEMS GOING TO TAKE YA AND AND TO ME CONTINUING ON WITH YOU TO DO THAT WOULD JUST BE BASICALLY COMMITTING LEGAL SUICIDE IF YOU WANT TO KNOW THE TRUTH THAT'S WHY I DON'T WANT TO DO IT OK
42. JESUS – BUT MY QUESTION MY QUESTION IS ITS AGAIN IF I DON'T TAKE THE FORTY THOUSAND OR FIFTY THOUSAND
43. ERNEST – IF YOU TOLD ME YOU WERE YOU WERE WILLING TO TAKE IT I WOULD TRY TO GET THOSE FIFTY-THOUSAND DOLLARS OK
44. JESUS – IF I DON'T TAKE IT YOU DON'T WANT THE CASE
45. ERNEST – IF YOU DON'T TAKE IT THEIRS NO OTHER OPTION BUT TO GO FORWARDS AND I DON'T WANT TO GO FORWARD BECAUSE I KNOW I'D BE LEADING YOU DOWN THE PATH OF NOTHING SO SO YES I COULD NOT WANT THE CASE IF YOUR GOING FOR THE MONEY
46. JESUS – *?* IF I DON'T GO FOR IT
47. ERNEST – RIGHT RIGHT I THINK ANYBODY WOULD TELL YOU THAT
48. JESUS – WELL
49. ERNEST – NOW THE PROBLEM IS YOU KNOW WHATS GOING TO HAPPEN UH THEY THEY AINT GOING TO PAY YOU THE MONEY WITHOUT ME OK ALRIGHT I MEAN DON'T THINK YOU GOING TO FIRE ME AND THEY GONE TURN AROUND AND PAY YOU FIFTY-THOUSAND DOLLARS AND YOU NOT GOING TO HAVE TO GO AND PAY ME THAT AINT GOING TO

HAPPEN OK CAUSE LOOK WHEN WHEN I WHEN IM GONE YOUR *?* IS
GOING TO FALL DOWN TO NOTHING AND YOUR GOING TO HAVE TO
FIND SOMEBODY ELTS TO BRING IT UP FROM THE PITT

50. ROY – YEAH WERE GOING UNDER THE LAW I MEAN THE LAW IS WHAT
MATTERS HOW CLEAN YOU ARE DOESN'T MEAN A DAMN THING

51. JESUS – THAT'S

52. ROY – AND AND THE PROBLEM IS

53. JESUS – THAT'S WHY IM HERE

54. ROY - I KNOW

55. JESUS – THE LAW

56. ERNEST – HA HA

57. ROY – THE PROBLEM IS YOU HAVE *?* OK THEIRS WE AREN'T UH IM
NOT IM NOT TRYING TO UH IM NOT ACCUSING YOU OF *?* I JUST KNOW
THAT *?* FALLEN NOW YOU AND I HAVE BEEN *?* PLAYING THE GAME
JEFF MCLEUD TRIED TO PLAY THIS GAME EARLIER AND HE COULDN'T
GET ANYWHERE AND THEN I TOOK IT UP AND I BEEN PLAYING THE
GAME OK NOW IVE PLAYED THE GAME LONG ENOUGH TO GET TO THE
POINT OF WHERE WE GOT WE GOT A REASONABLE AMOUNT OF MONEY
ON THE TABLE AND AND THE ALTERNATIVE IS IF WE DON'T DO IT

58. JESUS – ERNY

59. ERNEST – THEN THEN THE GAME GETS A LOT MORE COMPETETIVE

60. JESUS – ERNY

61. ERNEST – YEAH

62. JESUS – I NO LOOKING FOR THE MONEY

63. ERNEST – WELL THAT'S BULL-SHIT EVERYTHING IS FOR FUCKING
MONEY

64. JESUS – I LOOKING

65. ERNEST – YOU HERE FOR THE MONEY IM HERE FOR THE MONEY HE'S
HERE FOR THE MONEY

66. JESUS – YOU DO

67. ERNEST – YEAH IM HERE

68. JESUS – ITS YOU JOB
69. ERNEST – I AM HERE
70. JESUS – YES IF I HUNDRED PERCENT
71. ERNEST – I AM HERE YOU HERE FOR THE MONEY TOO OR YOU
WOULDN'T BE HERE
72. JESUS – NO SIR
73. ERNEST – I MEAN EVERY TIME I MEAN WERE ALL HERE FOR THE DAMN
MONEY
74. JESUS – DON'T FORGET TO GET FIXED
75. ERNEST – I KNOW YOUR GETTING FIXED THAT'S WHY YOU'RE HERE
FOR THE MONEY BECAUSE YOUR GETTING PAID BY MEDICAID TO GET
FIXED THE REA THE REASON FOR MORE MEDICAL TREATMENT IS
HORSE-SHIT I KNOW IT YOU KNOW IT AND YOU CAME IN HERE AND
TOLD ME THE OTHER DAY I WANT MORE MEDICAL TREATMENT AND I
WANT THEM TO PAY FOR IT YOUR GETTING IT FUCKING FREE WHY DO
YOU EVEN CARE YOU GONE YOU GONE SIT THEIR AND LOSE YOUR ASS
OVER SOMETHING THAT'S THAT'S GOTTEN US THAT THEIRS NO
REASON TO DO IT WHEN YOU LOSE YOUR ASS I LOSE MY ASS ALRIGHT
I KNOW WHATS RIGHT I KNOW WHATS WRONG AND I MEAN IM NOT
YOU KNOW IM JUST CALLING IT THE WAY IT IS
76. JESUS – I THINK I AM THE ONE THE SAME AS YOU ERNIE
77. ERNEST – I KNOW
78. JESUS – I KNOW I KNOW WHATS RIGHT AND I KNOW WHATS WRONG
79. ERNEST – ALRIGHT
80. JESUS – BUT I COULD BE WRONG IM NOT PERFECT
81. ERNEST – YOU KNOW YOU REALLY WANT TO KNOW THE TRUTH
82. JESUS – YOU TELL ME
83. ERNEST – IF IF IF I WAS TRIALING THIS CASE AGAINST YOU I WOULD
HAVE DENIED FREAKING EVERYTHING FROM THE GET GO YOU
WAITED FROM JANUARY 8 WHEN THE JOB FINISHED TO GO TO THE
DOCTOR ABOUT THE THING IF I WAS SITTING THEIR ON THE OTHER

SIDE ID SAY HELL WHAT EVER HE'S GOT DIDN'T COME FROM NO FALL
HE WORKED THREE FUCKING MONTHS BEFORE HE EVER WENT TO THE
DOCTOR SO HE MAY HAVE A PROBLEM RIGHT NOW HE MAY HAVE A
PROBLEM WITH HIS HIP BUT IT AINT RELATED TO THIS FALL CAUSE HE
WORKED HIS ASS OF FOR THREE MONTHS BEFORE IT GOT THEIR NOW
IM JUST TELLING YOU THE WAY IT IS NOW WERE TALKING WERE
TALKING TURKEY WERE TALKING MONEY AND WE AINT TALKING
BULL-SHIT

84. JESUS – RIGHT NOW YOU TALKING MONEY
85. ERNEST – I AM TALKING MONEY
86. JESUS – WHY BECAUSE THAT'S YOU JOB
87. ERNEST – IM IM TALKING MONEY BECAUSE THAT'S WHY IM HERE I
CANT MAKE YOU UP
88. JESUS – MYSELF IM TALKING FIRST GET MYSELF BETTER
89. ERNEST – OK
90. JESUS – AND THEN I AM WITH YOU
91. ERNEST – WELL I MEAN
92. JESUS – THEN I WILL BE TALKING MONEY BUT FIRST
93. ERNEST – WELL YOU CANT DO THAT YOU CANT DO IT I MEAN THE
REASON IS IF IF WE DON'T SETTLE THE CASE THE CASE KEEPS GOING IF
IT KEEPS GOING THEY FIND OUT ALL THIS SHIT AND THEN BY THE
TIME YOU SAY YOU GET WELL IT'S A DRAPE WE AINT GOT NO *?*
CAUSE THEY ALREADY FOUND OUT EVERYTHING AND THAT'S NOT AN
OPTION
94. JESUS – HMM THEIRS NOT ONE CHECK ITS BEEN SIGNED FROM ME
THEIRS NO COMPANY BONDS THAT'S GOT MY NAME THAT PAYING THE
WORKERS THEY CAN GET
95. ERNEST – I CAN GET WE CAN GO I CAN GO
96. JESUS – WE CAN GET
97. ERNEST – I CAN ALRIGHT ALRIGHT YOU MAKE THAT ARGUMENT YOU
CAN MAKE IT TILL THE FREAKING COWS COME HOME AND SOMEBODY

LISTENS TO THAT STUFF THEYRE GOING TO SAY YOU'RE AN
INDEPENDENT CONTRACTOR

98. JESUS – YOU GONE MAKE THE ARGUMENT I WILL SIT DOWN AND
LEAVE IT HOW YOU DEFEND ME

99. ERNEST – HA HA I AINT GONE LET THEM HURT YOU*?* LET YOU LOOSE

100. JESUS – YOU YOU I LIKE THAT ONE I LOVE THAT ONE HOW YOU SAY

101. ERNEST – OK ON THE OTHER SIDE THE OTHER PERSON *?* SETTLE AND
WE NEED TO SETTLE IT NOW BEFORE IT BLOWS UP IN OUR FACE AND
WE ALL FALL AND ALL THREE OF US GET FUCKED THAT'S WHAT WE
NEED TO DO THAT'S BOTTOM LINE AND AND BOTTOM AND THE
REASON FOR THAT THESE GUYS YOUR GUYS THEIR WORKING FOR YOU
THEY ARENT WORKING FOR CSS

102. JESUS – NO THEY GOT WORKING FOR CSS

103. ERNEST – WELL THAT AINT THE WAY IT LOOKED I MEAN I MEAN IF I
WAS THE JUDGE AND IM NOT TRYING TO BE JUDGE JURY AND
EXECUTIONER AND ALL THAT BUT IF I WAS THE JUDGE ID JUST SAY
THAT'S BULL-SHIT I AINT EVEN THAT'S LIVING LIVING IN A SHERADE I
MEAN THE GUY YOU HIRED THE GUYS

104. JESUS – I DON'T OWN THAT COMPANY

105. ERNEST – CSS

106. JESUS – BUT THIS NO MY DECISSION THIS FIRST MY HEALTH IF THEY
NO WAS REAL THIS THING

107. ERNEST – MMHM

108. JESUS – I TELL YOU ERNIE LETS GO FORWARD THAT'S BETTER FIFTY
FORTY THAT'S EVEN BETTER TWENTY THAN ZERO BECAUSE IM KNOW
IT IS BETTER THAN DON'T HAVE NOTHING

SKIP A FEW MINUTES

109. ERNEST – THE WAY THE LAW IS IN YOUR PARTICULAR CASE IF WE GO
FORWARD AND THEY DETERMINE THAT YOU'RE AN INDEPENDENT
CONTRACTOR

110. JESUS – I AM NOT AN INDEPENDENT CONTRACTOR WITH THEM
111. ERNEST – YOU ARE YOU ARE YOU ARE, I MEAN YOU CAN SAY NO
UNTIL YOUR BLUE IN THE FACE BUT IT
112. JESUS – IF YALL CAN SAY THAT THAT'S FINE BUT I SAY NO BECAUSE
IM ONE HUNDRED PERCENT SURE
113. ROY – EVERYTHING IN THAT BOX SHOWS THAT YOU ARE
114. ERNEST – THAT'S TRIABLE
115. JESUS – NOT FOR ME
116. ERNEST – THAT'S LIKE ME SITTING HER SAYING ITS RAINING OUTSIDE,
WHY? BECAUSE I FUCKING SAID IT WAS ISNT IT RAINING OUT THEIR
YOU CAN SAY IT AINT RAINING BUT I SAID ITS RAINING OUT THERE ITS
POURIN OUTSIDE DON'T YOU SEE IT HERE RAIN I SAID ITS RAINING
117. JESUS – FOR YOU
118. ERNEST – ITS FUCKING RAINING MAN YOU GOT YOU UMBRELLA WE
NEED TO GO OUTSIDE WE GOTTA HAVE AN UMBRELLA CAUSE ITS
RAINING OUT THERE MAN ITS POURIN DOWN HELL THE WINDS
BLOWING YOU SEE IT
119. JESUS – LETS COVER OURSELVES
120. ERNEST – THAT'S WHAT YOUR TELLING ME WHEN YOUR SAYING IM
NOT AN INDEPENDENT CONTRACTOR BECAUSE I SAID I AM IM SAYING
ITS RAINING WHY BECAUSE I SAID IT WAS THAT'S THE POINT IM
TRYING TO MAKE TO YOU MAN IM NOT TRYING TO BE UGLY IM JUST
TRYING TO TELL YOU
121. JESUS – I APPRECIATE THAT
122. ERNEST – IM NOT TRYING TO BE A BITCH I LIKE YA OK IVE ALWAYS
LIKED YOU
123. JESUS – I LIKE YOU TOO FOR THIS JOB
124. ERNEST – THAT'S WHY I KNOW THAT'S WHY I HAVE DONE WHAT IVE
DONE SO FAR BUT UH
125. JESUS – YOU DID BECAUSE THAT'S YOU CAREER
126. ERNEST – THAT'S RIGHT ITS ALSO MY CAREER

127. JESUS – MY CAREER IS MAKE MONEY TOO BUT IN THIS POINT
128. ERNEST – NOT TO SCREW UP
129. JESUS – IN THIS PART OF THE POINT OF MY LIFE I PUT SEPARATE THE
MONEY AND I WANT MY LIFE BACK BETTER
130. ERNEST – I CANT GIVE YOU THAT
131. JESUS – YOU NO CAN GIVE ME YOU CAN GIVE THIS ERNIE

SKIP A FEW MINUTES

132. ERNEST – YOU HAVE A CHOICE IF YOU WANT TO GO FORWARD WITH IT
AND YOU WANNA DO WHAT YOUR DOING THEN IM GONNA IM
PROBABLY GONNA END UP JUST GIVING THE FILE BACK TO YOU SO
YOU CAN GO GET SOMEBODY ELTS WHOS GONNA DO THAT
133. JESUS – I NO CAN GIVE YOU ANSWERS BY THAT RIGHT NOW ERNIE
134. ERNEST – OK WELL YOU
135. JESUS – I CANT
136. ERNEST – YOU THINK ABOUT WHAT YOU WANNA DO BUT I I AM NOT
GONNA WASTE MY TIME I MEAN I HAVE DONE I GET PAID ON WHAT I
DO AND YOUR ASKING ME BASICALLY TO CONTINUE WORKING ON
SOMEHTING THAT I KNOW WERE GOING TO LOSE AND ITS GOING TO
TAKE A LOT OF MY TIME AND EFFORT TO DO THAT AND THEN IM
GOING TO BASICALLY LOSE AND NOT GET PAID IM NOT GOING TO DO
THAT OK IVE LAID IT OUT TO YOU IVE TRIED TO BE A STRAIGHT UP AS I
CAN BUT IM NOT IM NOT GOING ON A WILD GOOSE CHAISE TIME IS
MONEY FOR ME
137. JESUS – NO FOR ME NOT RIGHT NOW
138. ERNEST – OH OK WELL IM NOT GONNA SPEND MY TIME ON SOMETHING
THAT I KNOW IM GONNA LOOSE OK IVE GOTTEN YOU A FREGGIN
EXCELLENT RESULT UNDER THE FACTS THAT WE HAVE NOW YOU
DON'T HAVE TO TAKE IT BUT IM NOT GOING FORWARD WITH IT I MEAN
I AM NOT GONNA DO IT IM NOT GOING TO BE THE ONE WHO HAS EGG
ON MY FACE AND SPEND A YEARS WORTH OF MY TIME PERSUING A

CASE THAT I KNOW IM GOING TO LOSE AND SO AND THEN WHEN I
LOSE IM GOING TO SAY WELL I TOLD YOU WE WAS GOING TO LOSE
AND THEN THEN IM NOT GOING TO WASTE TIME ON THIS I MEAN IVE
GOTTEN YOU AN EXCELLENT RESULT IVE COME DOWN IVE DONE A
TREMENDOUS JOB AND UGH WHAT ITS MOVING YOU RIGHT NOW TO
CONTINUE GOING ON DOES NOT HAVE ANYTHING REALLY TO DO WITH
THE LAW AND THAT'S WHATS BOTHERING ME YOU WANT TO GET
YOUR LEG FIXED I WANT YOUR LEG FIXED THIS THING AINT GOING TO
FIX YOUR LEG

139. JESUS – AND NOW MY FINGER TOO

SKIP A FEW MINUTES

140. JESUS – SORRY ERNIE

141. ERNEST – IF I WENT TO YOU AND YOU THE EXPERT IN MASONRY
LAYING BRICKS IN MY BIG BUILDING HELL I DON'T LIKE THE WAY
WERE LAYING THEM RIGHT HERE I WANT TO LAY THEM IN A
DIFFERENT WAY AND YOU PULL OUT THE PLAN AND YOU SAY NO WE
CANT DO THAT THAT'S THE WAY THE PLAN SAYS OK AND I SIT THERE
AND SAY I DON'T GIVE A DAMN WHAT THE PLAN SAYS YOU DON'T DO
IT MY WAY CAUSE THAT'S THE WAY IT IS

142. JESUS – THAT CAN HAPPEN

143. ERNEST – I KNOW IT I MEAN IM TELLING YOU HOW IT IS

144. JESUS – THAT'S LIKE I TOLD YOU WHAT TO DO

145. ERNEST – YOU MAY SIT THERE AND SAY WELL I CANT BUILD IT LIKE
THAT MR. TRAMMELL IF I DID THE STRETCH WOULD NOT BE STURDY
AND HELL BIG WIND MIGHT BLOW THE WHOLE DAMN WALLS ON ME
BUT I DON'T CARE THAT'S THE WAY I WANT IT DONE YOU DO IT THAT
WAY

146. JESUS – WELL

147. ERNEST – AND YOU WOULD BE KINDA FRUSTRATED BECAUSE YOU'RE
THE EXPERT AND IM THE GUY WHO JUST SAYS I DON'T CARE I WANT IT

DONE THIS WAY AND YOU KNOW DAMN WELL IT CANT BE DONE THAT WAY BUT BUT IM SITTING HERE SAYING STILL DO IT THAT WAY SO THAT'S MY ANSWER I WANT IT BUILT THAT WAY EVEN THOUGH ITS GOING TO FALL DOWN-OK

148. JESUS – MAYBE SOMETHINGS WRONG WITH MY BRAIN TOO ERNIE I DON'T KNOW

149. ERNEST – MAYBE SOMETHINGS WRONG WITH MINE IM JUST TELLING YOU HOW IT IS

150. JESUS – I DON'T KNOW ERNIE

151. ERNEST – ALRIGHT WELL DO THAT I MEAN IF YOU IF YOU ITS YOUR DECISION IF YOU WANT TO GO ON AND CONTINUE TO PERSUE THIS AND HAVE YOUR DAY IN COURT THEN I WILL GET YOUR FILE TOGETHER AND ILL GIVE IT TO YA AND YOU NEED TO GO GET SOMEBODY ELTS

152. JESUS – CAN YOU GIVE ME COPIES OF MY CONTRACT RIGHT NOW BECAUSE YOU NEVER GIVE ME

153. ERNEST – YOU WANT COPIES OF THE CONTRACT

154. JESUS – YES SIR

155. ERNEST – OK

SKIP A FEW MINUTES

156. JESUS – OK BUT YOU ONE HUNDRED PERCENT SURE IF I DON'T GO FORWARD YOU DON'T WANT THE CASE YOU ONE HUNDRED FOR SURE

157. ERNEST – IM IM PRETTY CLOSE YEAH I MEAN YEAH IM A HUNDRED PERCENT IM NOT GONNA YOU KNOW HERES THE THING LOOK HERE I LOVE YOU MAN I BEEN THROUGH A LOT WITH YOU IF YOU LOOK AT THAT THING WE STARTED ON MAY THE THIRD TWO-THOUSAND THIRTEEN SO WE BEEN GOING A YEAR ON THIS THING AND WEVE GONE FROM NOTHING TO WHAT WE GOT RIGHT NOW MY PROBLEM IS NOT THAT I DON'T LIKE YOU I DON'T WANT TO REPRESENT YOU I DON'T WANT TO REPRESENT YOU IN SOMETHING THAT I DON'T THINK

YOU CAN WIN AND THAT'S WHAT IM TRYING TO SAY AND GOING FORWARD MEANS THAT IM JUST GOING TO LEAVE WE JUST GOING TO BOOT WALKING INTO A FIRE PIT TO GET BURNED UP OR BLOWN UP AND-I-KNOW THAT'S GOING TO HAPPEN AND IM I DON'T WANT YOU TO DO IT I DON'T WANT TO BE RESPONSIBLE FOR IT ILL PUT IT THAT WAY I KNOW WHATS GOING TO HAPPEN ITS NOT GOING TO MAKE YOU WELL ITS NOT GOING TO MAKE YOUR HEALTH BETTER ITS NOT GOING TO DO THAT BUT I KNOW WHAT THE ULTIMATE END RESULTS GOING TO BE AS FAR GOING IN FRONT OF A JUDGE AND GOING IN FRONT OF THE LEGAL SYSTEM I KNOW WHERE THE LEGAL SYSTEMS GOING TO TAKE YOU AND TO ME CONTINUIN ON FOR YOU TO DO THAT WOULD JUST BE BASICALLY COMMITING LEGAL SUICIDE IF YOU WANT TO KNOW THE TRUTH THAT'S WHY I DON'T WANT TO DO IT

158. JESUS – YEAH BUT MY QUESTION MY QUESTION IS AGAIN IF I DON'T TAKE THE FORTY THOUSAND OR FIFTY THOUSAND

159. ERNEST – IF YOU TOLD ME YOU WERE WILLING TO TAKE IT ID TRY TO GET US FIFTY THOUSAND DOLLARS OK

160. JESUS – IF I DON'T TAKE IT YOU DON'T WANT THE CASE

161. ERNEST – IF YOU DON'T TAKE IT THEIRS NO OTHER OPTION BUT TO GO FORWARD AND I DON'T WANT TO GO FORWARD BECAUSE I KNOW ID BE LEADING YOU DOWN THE PATH TO NOTHING SO SO YES I COULD NOT WANT THE CASE IF YOU DON'T

162. JESUS – WANT THE MONEY

163. ERNEST – RIGHT RIGHT I THINK ANYBODY WOULD TELL YOU THAT

164. JESUS – WELL

165. ERNEST – THE PROBLEM IS YOU KNOW WHATS GOING TO HAPPEN UGH THEY AINT GOING TO PAY YOU THE MONEY WITHOUT ME ALRIGHT DON'T THINK YOU GOING TO FIRE ME AND THEN THEY GOING TO TURN AROUND AND PAY YOU FIFTY THOUSAND DOLLARS AND THEN YOU NOT GOING TO HAVE TO PAY ME THAT AINT GOING TO HAPPEN OK CAUSE WHEN IM GONE YOUR CASE IS JUST GONE DOWN TO NOTHING

AND YOU GONE HAVE TO FIND SOMEBODY ELTS TO BRING IT UP FROM
THE

166. JESUS – YEAH CAUSE IF YOU LEFT ME AND YOU DON'T GOING WITH
THE CASE NO MORE OF COURSE IM GOING TO BE IN ZERO BECAUSE IM
NOT GOING TO HAVE NOBODY

167. ROY – AND YOU MAY HAVE A DIFFICULT TIME IN FINDING SOMEBODY
TO GO FORWARD

168. JESUS – YEAH BECAUSE I HAVE A LITTLE PROBLEM TO FIND HIM WITH
ASKING AND ASKING WHO WAS THE BEST ATTORNEY

169. ERNEST – I AM THAT'S WHY I WANT THAT HEAD TO LISTEN TO ME

170. JESUS – I AM GOING TO THE DOCTOR I THINK

171. ERNEST – IM GOING TO DRIVE YOU UP THERE LET HIM TAKE CARE OF
YOUR HEAD

172. JESUS – I AM GOING TO THE DOCTOR IN MAYBE TWO-THREE DAYS
SOMETHING LIKE THAT TO BRAIN DOCTOR

173. ERNEST – YOU A SMART GUY AND I KNOW THERES AH IN THESE CASES
ITS DIFFICULT TRUSTING OTHER PEOPLE IS DIFFICULT AND I KNOW IN
ORDER FOR YOU TO DO WHAT IM TELLING YOU TO DO YOU GOTTA
TRUST ME

174. JESUS – I TRUST YOU

175. ERNEST – I KNOW AND SO I WANT YOU THE ONLY THING I CAN DO IS
GET THE BEST RESULTS FOR YOU UNDER THE LAW

176. JESUS – YES SIR

177. ERNEST – AND A SETTLEMENT IS BASICALLY WHEN YEAH YOU CAN GO
IN FRONT OF A JUDGE YOU CAN HAVE YOU DAMN COURT AND HAVE A
JUDGE MAKE THE FINAL DECISION AND BOOM THAT'S LIKE FINAL OR
YOU CAN SETTLE THE CASE NOW NINTY PERCENT OF CASES
PROBABLY SETTLE

178. JESUS – YES SIR

179. ERNEST – OK NOW WHEN YOU SETTLE THE ONLY TIME YOU SETTLE IS
IS WHEN YOUR ABLE TO MAKE YOUR CASE WELL ENOUGH TO THE

OTHER SIDE THAT THE OTHER SIDE THINKS THEIR GOING TO LOSE
ENOUGH AND THEYRE WILLING TO PAY YOU MONEY OK AND ITS LIKE
ITS REALLY LIKE PLAYING POKER OK I MEAN YOU SIT THEIR AND
YOUR BLUFFING AND YOUR DOING AS MUCH AS YOU CAN TO GET AS
MUCH AS YOU CAN OUT OF THE THING OK AND THAT'S PRETTY MUCH
WHAT IVE DONE NOW IS WHAT IVE DONE GOING TO MAKE YOU WELL
NO IS WHAT IVE DONE GOING TO SOLVE ALL YOUR PROBLEMS NO BUT
WHAT IVE DONE IS PROBABLY THE BEST RESULT YOU WILL GET
UNDER THE LAW OK AND THAT'S ALL IM SAYING

180. JESUS – YES SIR

181. ERNEST – ALRIGHT MAN I LOVE YOU REGARDLESS

182. JESUS – I LOVE YOU TOO WE ARE FRIENDS

183. ERNEST – LIKE WE ALWAYS FRIENDS

ASHLEY RECORDING TRANSCRIPTS

MALPRACTICE - OVERCHARGE FRAUD TO PET. JESUS MARTINEZ

-SEE FULL CD FOR FURTHER REVIEW

1. JESUS – SOMEBODY HERE
2. SECRETARY – HI JESUS
3. JESUS – HEY BEAUTIFUL
4. SECRETARY – HOW ARE YA
5. JESUS – I COULD BE BETTER BUT I AM BETTER NOW AFTER I SEE YOU
6. SECRETARY – THERE WE GO ARE YOU HERE TO PICK UP OR SIGN GOTTA SIGN STUFF
7. JESUS – ALRIGHT
8. ASHLEY – HOW ARE YA OK THIS IS ALL YOUR STUFF WE HAVE
9. JESUS – WOW
10. ASHLEY – YEAH AND WHAT THIS IS SAYING IS THAT YOUR RELEASING US FROM ANY FURTHER OBLIGATIONS IN REGARDS TO THE WORKERS COMP CLAIM UM AND THAT YOU RECEIVED A COPY OF YOUR FILE AND THAT IS ALL THAT IS SAYING AND WE SEND THIS TO THE COMMISSION FOR THEM TO SIGN THE ORDER SAYING THAT WERE NO LONGER HANDLING THE FILE YOU KNOW JUST SIGN THAT
11. JESUS – MMM AND ANY REASON THEY PUT RIGHT THERE WHATS THE REASON THEY
12. ASHLEY – **WE DON'T HAVE TO PUT A REASON WERE JUST RELEASING YOU FROM REPRESENTATION**
13. JESUS – SOUNDS VERY GOOD DON'T YA THINK
14. ASHLEY – YEAH JUST SIGN RIGHT THERE
15. JESUS – I WISH I CAN SIGN CONTRACTS LIKE THAT IN MY CONSTRUCTION
16. ASHLEY – OH YEAH YEAH
17. JESUS – I HAVE TO GIVE MANY REASONS, ALOT

18. ASHLEY – WELL PER AGREEMENT WE CAN RELEASE YOU AT ANY TIME
LIKE YOU CAN RELEASE US AT ANY TIME

19. JESUS – REALLY

20. ASHLEY – YUP WERE NOT ASKING YOU TO PAY US OUR FEE OR COSTS
ANYTHING

21. JESUS – ITS THAT SIMPLE

22. ASHLEY – YUP

23. JESUS – WOW THAT'S WHY YALL GOOD

24. ASHLEY – YEAH

25. JESUS – THAT'S WHAT THE ATTORNEY TELL ME HES GOOD

26. ASHLEY – YEAH

27. JESUS – WELL ASHLEY I TALK TO WHATS HIS NAME THE YOUNG GUY

28. ASHLEY – ROY ERNIES SON

29. JESUS – RIGHT AND I TELL HIM THIS WHAT I TOLD HIM IM GOING TO PICK
UP THE PAPERS AND GO SOME PLACE ELTS AND SEE WHAT THEY TELL ME

30. ASHLEY – WELL WE'LL GIVE YOU THIS YOU WANT TO TAKE THIS TO
SOMEBODY

31. JESUS – YEAH THIS THIS THE RELEASE RIGHT WHERE YALL RELEASE THE
CONTRACT

32. ASHLEY – THIS IS ALL ERNIE IS NEEDING YOU TO SIGN AND THEN WE CAN

33. JESUS – WHATS THIS ONES

34. ASHLEY – AND THEN WE CAN THAT'S WHAT ERNIE SIGNS THIS IS OUR
STUFF TO THE COMMISSION ITS NOTHING YOU SIGN

35. JESUS – THAT'S NOTHING I SIGN

36. ASHLEY – NO THIS IS ALL YOUR SIGNING

37. JESUS – BUT WHAT IT SAY RIGHT HERE

38. ASHLEY – THIS IS ERNIE MOTION TO WITHDRAW AS COUNSEL ITS SAYING
WERE WITHDRAWING FROM REPRESENTING YOU

39. JESUS – ANY REASONS

40. ASHLEY – WE DON'T HAVE TO PUT REASONS

41. JESUS – RIGHT FOR THEM NEITHER

42. ASHLEY – **NO THEY NEED NO REASON WHATSOEVER**

43. JESUS – WOW I LOVE THAT DON'T YA THINK

44. ASHLEY – YEAH IF YOU WANT TO TAKE THIS

LISA RECORDING TRANSCRIPTS

MALPRACTICE – OVERCHARGE FRAUD TO PET. JESUS MARTINEZ

-SEE FULL CD FOR FURTHER REVIEW

1. JESUS – YEAH THIS IS JESUS MARTINEZ AND MAY I SPEAK TO MR. FLOYD
2. SECRETARY – HE IS OUT UNTIL MONDAY
3. JESUS – UNTIL MONDAY
4. SECRETARY – A HUH
5. JESUS – YEAH BECAUSE ID LIKE TO KNOW HOW MUCH IS GOING TO BE FOR THE CASE HE WAS TAKING
6. SECRETARY – WHATS YOUR LAST NAME
7. JESUS – MARTINEZ
8. SECRETARY – OK HOLD ONE SECOND
9. LISA – THIS IS LISA
10. JESUS – HEY LISA WHATS UP
11. LISA – NOTHING MUCH
12. JESUS – THIS IS JESUS MARTINEZ
13. LISA – HEY
14. JESUS – ID LIKE TO KNOW HOW MUCH FOR THE CASE OF MR. FLOYD FOR THE 2004 ECLIPSE
15. LISA – HUH
16. JESUS – HOW MUCH DO I OWE MR. FLOYD
17. LISA – ATTORNEY FEES
18. JESUS – YEAH
19. LISA – LETS SEE DID YOU SETTLE
20. JESUS – YEAH
21. LISA – OH GOOD HOW MUCH LETS SEE I THINK HE SENT IT TO THE ADJUSTER BUT LET ME SEE YOU BEEN DOING ALRIGHT

22. JESUS – NOT TOO GOOD BUT STILL MAKING THEY PUT INJECTIONS IN MY BACK
23. LISA – THEY DID OH GOSH – OK SO IT LOOKS LIKE THE OFFER WE HAVE WAS ON \$35,000 THAT WAS THE OFFER AND THEN AND NOW DO THEY HAVE THE GREENLINKS SOLUTIONS AND ALL THAT
24. JESUS – YOU HAVE A OFFER OF \$35,000 WHEN
25. LISA – WE GOT THE OFFER WE GOT THE LETTER FROM DIRECT WITH \$35,000 BACK ON JULY 21ST
26. JESUS – JULY 21ST
27. LISA – JULY 21ST 2013 THAT WAS THE OFFER AND THEN ON JESSE THE OFFER WAS \$4750
28. JESUS – IT WAS WHAT
29. LISA – **THEIRS THE ATTORNEY FEES LET ME GO BACK, ATTORNEY FEES \$14,000**
30. JESUS – \$14,000
31. LISA – DO YOU WANT ME TO SEND THIS TO THE ADJUSTER
32. JESUS – YOU CAN SEND THEM TO MY EMAIL AND ILL LOOK AT THEM
33. LISA – WHATS YOUR EMAIL
34. JESUS – WHEN DO YOU THINK YOU CAN SEND THEM TO ME
35. LISA – WHATS YOUR EMAIL
36. JESUS – JESUSMARTINEZ455@YAHOO.COM
37. LISA – OK SO YOU SAID YOU DID SETTLE
38. JESUS – YUP
39. LISA – AND YOU JUST NEED ALL THIS
40. JESUS – YEAH
41. LISA – OK IS THE ADJUSTER STILL **
42. JESUS – EHH THE ONE THAT KNOWS EVERYTHING IS THE OTHER ATTORNEY
43. LISA – OH THE OTHER ATTONREY HAS IT WHO IS THE ATTORNEY

44. JESUS – ITS IN ENGLISH WHATS HIS NAME ITS GOT A FUNNY NAME YOU
KNOW I DON'T SPEAK ENGLISH HOW YOU SAY THE FLOYD LIKE MY EX
ATTORNEY
45. LISA – FLOYD
46. JESUS – YOU SEE BARELY I CAN SAY HIS NAME FLOYD HES MEAN IN THE
LAST MINUTE
47. LISA – HUH
48. JESUS – IN THE LAST MINUTE HES TRYING TO BE MEAN
49. LISA – WHOS TRYING TO BE MEAN
50. JESUS – HE TRYING TO BE MEAN IN THE LAST MINUTE FLOYD OR
WHATEVER HIS NAME BUT ANYWAY LISA IN THAT CASE SEND ME THAT
PAPERS TO THEM
51. LISA – I NEED WHOS THE ATTORNEY THAT'S GOT IT
52. JESUS – MY ATTORNEY DO YOU WANT ME TO TELL HIM MONDAY TO GET
IN TOUCH WITH YOU TOO
53. LISA – WELL ACTUALLY I WAS GOING TO SEND THIS TO YOU AND HIM
BOTH
54. JESUS – YEAH SEND IT TO ME AND I TELL HIM MONDAY HES NOT
WORKING RIGHT NOW HE ALREADY LEFT BUT I TELL HIM MONDAY TO
GIVE YOU CALL
55. LISA – IS HE IN ANDERSON
56. JESUS – YEAH HES IN ANDERSON
57. LISA – WHATS HIS NAME YOU SAID
58. JESUS – HES LIKE LOY OR SOMETHING LIKE THAT NOT FLOYD HES LOY
WITH L

SKIP A FEW MINUTES

59. JESUS – AND YOU SAY I OWE TO TREMMELL MILLS \$14,000
60. LISA – THAT'S JUST FOR YOURS AND THEN WE HAVE ONE FOR JESSE
61. JESUS – AND JESSE HOW MUCH IS IT
62. LISA – UHH YOURS IS \$14,000

63. JESUS – OK

64. LISA – **AND JESSE WAS \$1900**

65. JESUS – \$1900 EVERYTHING THATS \$15,000

66. LISA – AND THAT'S JUST ATTORNEY FEES

67. JESUS – ATTORNEY FEES WOW IM NOT GOING TO HAVE NOTHING LEFT

68. LISA – YEAH YOU WILL

69. JESUS – NO LISA

70. LISA – HOW MUCH DID YOU SETTLE FOR

71. JESUS – HUH

72. LISA – HOW MUCH DID YOU SETTLE FOR IM CURIOUS

73. JESUS – I THINK THE ATTORNEY HE SAID \$45,000

74. LISA – 45

75. JESUS – YEAH BUT

76. LISA – SO YOU ONLY GOT TEN MORE

77. JESUS – HES GOING TO TAKE THE 33% AND 33% FROM 45 HOW MUCH IS IT

78. LISA – I DON'T KNOW THAT'S TOO MUCH MATH FOR ME

79. JESUS – AH COME ON LISA

80. LISA – IM SERIOUS I DON'T KNOW

81. JESUS – BUT STILL THAT'S OH WELL OH WELL

82. LISA – SO YOU DON'T KNOW YOU CANT TELL ME THE NAME YOU CANT
FIGURE IT OUT

83. JESUS – NOT RIGHT NOW I HAVE TO GO HOME AND FIGURE IT OUT

84. LISA – OK HES IN DOWNTOWN YOU SAID

85. JESUS – YEAH ILL TELL HIM MONDAY TO GIVE YOU A CALL

86. LISA – OK WHAT STREET DO YOU KNOW WHAT STREET HES ON

87. JESUS – HUH

88. LISA – DO YOU KNOW WHAT STREET WHAT ADDRESS HE IS

89. JESUS – HAHA NO

90. LISA – NO

91. JESUS – NO THAT'S IN ENGLISH THE STREETS BUT ANYWAY THAT'S \$15,900
YOURS

92. LISA – HAHA YEAH

93. JESUS – YOU THINK FLOYDS GOT RIGHT HIS NUMBERS

94. LISA – HUH

95. JESUS – YOU THINK FLOYD HES GOT RIGHT HIS NUMBERS

96. LISA – I DON'T KNOW I DON'T KNOW

97. JESUS – YEAH BECAUSE IM GOING TO FIGURE THIS OUT MYSELF BECAUSE
DOCTOR BILLS DOCTOR BILLS IS A LOT OF MONEY TOO

98. LISA – ALRIGHT WELL LISTEN CALL ME MONDAY AND LET ME KNOW OR
TELL THE ATTONRY TO CALL ME

99. JESUS – YEAH ILL TELL HIM TO CALL YOU

100. LISA – OK

101. JESUS –YUP



SOCIAL SECURITY ADMINISTRATION

Office of Disability Adjudication and Review
Suite 200
300 University Ridge
Greenville, SC 29601-3645

Date: September 25, 2017

Jesus V. Martinez
C/O 367256
Ridgeland Correctional
Institution
P O Box 2039
Ridgeland, SC 29936

Notice of Decision – Partially Favorable

I carefully reviewed the facts of your case and made the enclosed partially favorable decision. Please read this notice and my decision.

Another office will process my decision. That office may ask you for more information. If you do not hear anything within 60 days of the date of this notice, please contact your local office. The contact information for your local office is at the end of this notice.

If You Disagree With My Decision

If you disagree with my decision, you may file an appeal with the Appeals Council.

How To File An Appeal

To file an appeal you must ask in writing that the Appeals Council review my decision. You may use our Request for Review form (HA-520) or write a letter. The form is available at www.socialsecurity.gov. Please put the Social Security number shown above on any appeal you file. If you need help, you may file in person at any Social Security or hearing office.

Please send your request to:

Appeals Council
Office of Disability Adjudication and Review
5107 Leesburg Pike
Falls Church, VA 22041-3255

Form HA-L76-OP1 (03-2010)

Suspect Social Security Fraud?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

See Next Page

Time Limit To File An Appeal

You must file your written appeal **within 60 days** of the date you get this notice. The Appeals Council assumes you got this notice 5 days after the date of the notice unless you show you did not get it within the 5-day period.

The Appeals Council will dismiss a late request unless you show you had a good reason for not filing it on time.

What Else You May Send Us

You may send us a written statement about your case. You may also send us new evidence. You should send your written statement and any new evidence **with your appeal**. Sending your written statement and any new evidence with your appeal may help us review your case sooner.

How An Appeal Works

The Appeals Council will consider your entire case. It will consider all of my decision, even the parts with which you agree. Review can make any part of my decision more or less favorable or unfavorable to you. The rules the Appeals Council uses are in the Code of Federal Regulations, Title 20, Chapter III, Part 404 (Subpart J).

The Appeals Council may:

- Deny your appeal,
- Return your case to me or another administrative law judge for a new decision,
- Issue its own decision, or
- Dismiss your case.

The Appeals Council will send you a notice telling you what it decides to do. If the Appeals Council denies your appeal, my decision will become the final decision.

The Appeals Council May Review My Decision On Its Own

The Appeals Council may review my decision even if you do not appeal. They may decide to review my decision within 60 days after the date of the decision. The Appeals Council will mail you a notice of review if they decide to review my decision.

When There Is No Appeals Council Review

If you do not appeal and the Appeals Council does not review my decision on its own, my decision will become final. A final decision can be changed only under special circumstances. You will not have the right to Federal court review.

Your Right To Representation In An Appeal

If you appeal, you may choose to have an attorney or other person help you. Many representatives do not charge a fee unless you win your appeal. Groups are available to help you find a representative or, if you qualify, to give you free legal services. Your local Social Security office has a list of groups that can help you in this process.

If you get someone to help you with your appeal, you or that person must let the Appeals Council know. If you hire someone, we must approve the fee before he or she is allowed to collect it.

New Application

You have the right to file a new application at any time, but filing a new application is not the same as appealing this decision. If you disagree with my decision and you file a new application instead of appealing, you might lose some benefits or not qualify for benefits at all. My decision could also be used to deny a new application for benefits if the facts and issues are the same. If you disagree with my decision, you should file an appeal within 60 days.

If You Have Any Questions

We invite you to visit our website located at www.socialsecurity.gov to find answers to general questions about social security. You may also call (800) 772-1213 with questions. If you are deaf or hard of hearing, please use our TTY number (800) 325-0778.

If you have any other questions, please call, write, or visit any Social Security office. Please have this notice and decision with you. The telephone number of the local office that serves your area is (866)526-9854. Its address is:

Social Security
292 Professional Park
Clinton, SC 29325-7624

Ann G. Paschall
Administrative Law Judge

Enclosures:
Decision Rationale
Form HA-L39 (Exhibit List)

**SOCIAL SECURITY ADMINISTRATION
Office of Disability Adjudication and Review**

DECISION

IN THE CASE OF

Jesus V. Martinez
(Claimant)

(Wage Earner)

CLAIM FOR

Period of Disability and Disability Insurance
Benefits

(Social Security Number)

JURISDICTION AND PROCEDURAL HISTORY

On September 25, 2014, claimant protectively filed a Title II application for a period of disability and disability insurance benefits, alleging disability beginning May 15, 2012. The claim was denied initially on January 23, 2015 and upon reconsideration on May 1, 2015. Thereafter, claimant filed a written request for hearing on June 19, 2015 (20 CFR 404.929 *et seq.*). Claimant appeared and testified via telephone at a hearing held on July 27, 2017, in Greenville, SC. Karl S. Weldon, an impartial vocational expert, also appeared at the hearing. Martin Pollock appeared as an interpreter at the hearing. Although informed of the right to representation, claimant chose to appear and testify without the assistance of an attorney or other representative.

Claimant submitted or informed the Administrative Law Judge about all written evidence at least five business days before the date of claimant's scheduled hearing (20 CFR 404.935(a)).

ISSUES

The issue is whether claimant is disabled under sections 216(i) and 223(d) of the Social Security Act. Disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or combination of impairments that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.

There is an additional issue whether the insured status requirements of sections 216(i) and 223 of the Social Security Act are met. Claimant's earnings record shows that claimant has acquired sufficient quarters of coverage to remain insured through December 31, 2013. Thus, claimant must establish disability on or before that date in order to be entitled to a period of disability and disability insurance benefits.

After careful consideration of all the evidence, I conclude that claimant was not disabled prior to April 1, 2013, but became disabled on that date and has continued to be disabled through the date of this decision. I also find that the insured status requirements of the Social Security Act were met as of the date disability is established.

APPLICABLE LAW

Under the authority of the Social Security Act, the Social Security Administration has established a five-step sequential evaluation process for determining whether an individual is disabled (20 CFR 404.1520(a)). The steps are followed in order. If it is determined that claimant is or is not disabled at a step of the evaluation process, the evaluation will not go on to the next step.

At step one, I must determine whether claimant is engaging in substantial gainful activity (20 CFR 404.1520(b)). Substantial gainful activity (SGA) is defined as work activity that is both substantial and gainful. "Substantial work activity" is work activity that involves doing significant physical or mental activities (20 CFR 404.1572(a)). "Gainful work activity" is work that is usually done for pay or profit, whether or not a profit is realized (20 CFR 404.1572(b)). Generally, if an individual has earnings from employment or self-employment above a specific level set out in the regulations, it is presumed that he has demonstrated the ability to engage in SGA (20 CFR 404.1574 and 404.1575). If an individual engages in SGA, he is not disabled regardless of how severe his physical or mental impairments are and regardless of his age, education, and work experience. If the individual is not engaging in SGA, the analysis proceeds to the second step.

At step two, I must determine whether claimant has a medically determinable impairment that is "severe" or a combination of impairments that is "severe" (20 CFR 404.1520(c)). An impairment or combination of impairments is "severe" within the meaning of the regulations if it significantly limits an individual's ability to perform basic work activities. An impairment or combination of impairments is "not severe" when medical and other evidence establish only a slight abnormality or a combination of slight abnormalities that would have no more than a minimal effect on an individual's ability to work (20 CFR 404.1522; Social Security Rulings (SSRs) 85-28, 96-3p, and 96-4p). If claimant does not have a severe medically determinable impairment or combination of impairments, he is not disabled. If claimant has a severe impairment or combination of impairments, the analysis proceeds to the third step.

At step three, I must determine whether claimant's impairment or combination of impairments is of a severity to meet or medically equal the criteria of an impairment listed in 20 CFR Part 404, Subpart P, Appendix 1 (20 CFR 404.1520(d), 404.1525, and 404.1526). If claimant's impairment or combination of impairments is of a severity to meet or medically equal the criteria of a listing and meets the duration requirement (20 CFR 404.1509), claimant is disabled. If it does not, the analysis proceeds to the next step.

Before considering step four of the sequential evaluation process, I must first determine claimant's residual functional capacity (20 CFR 404.1520(e)). An individual's residual functional capacity is his ability to do physical and mental work activities on a sustained basis despite limitations from his impairments. In making this finding, I must consider all of claimant's impairments, including impairments that are not severe (20 CFR 404.1520(e) and 404.1545; SSR 96-8p).

Next, I must determine at step four whether claimant has the residual functional capacity to perform the requirements of his past relevant work (20 CFR 404.1520(f)). The term past relevant work means work performed (either as claimant actually performed it or as it is generally performed in the national economy) within the last 15 years or 15 years prior to the date that disability must be established. In addition, the work must have lasted long enough for claimant to learn to do the job and have been SGA (20 CFR 404.1560(b) and 404.1565). If claimant has the residual functional capacity to do his past relevant work, claimant is not disabled. If claimant is unable to do any past relevant work or does not have any past relevant work, the analysis proceeds to the fifth and last step.

At the last step of the sequential evaluation process (20 CFR 404.1520(g)), I must determine whether claimant is able to do any other work considering his residual functional capacity, age, education, and work experience. If claimant is able to do other work, he is not disabled. If claimant is not able to do other work and meets the duration requirement, he is disabled. Although claimant generally continues to have the burden of proving disability at this step, a limited burden of going forward with the evidence shifts to the Social Security Administration. In order to support a finding that an individual is not disabled at this step, the Social Security Administration is responsible for providing evidence that demonstrates that other work exists in significant numbers in the national economy that claimant can do, given the residual functional capacity, age, education, and work experience (20 CFR 404.1512(g) and 404.1560(c)).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

After careful consideration of the entire record, I make the following findings:

- 1. Claimant meets the insured status requirements of the Social Security Act through December 31, 2013.**
- 2. Claimant has not engaged in substantial gainful activity since May 15, 2012, the alleged onset date (20 CFR 404.1571 *et seq.*).**
- 3. Since the alleged onset date of disability, May 15, 2012, claimant has had the following severe impairments: bilateral hip degenerative joint disease, type 2 diabetes with neuropathy, and lumbar spine disorders (20 CFR 404.1520(c)).**

The impairments listed in the above finding have caused significant limitations in claimant's ability to perform basic work activities, as described under Findings 6 and 7, and have therefore been severe.

Medical treatment records also report diabetic macular edema, diabetic retinopathy, nuclear sclerosis, and peripheral pterygium (Exhibit 16F). However, treatment notes indicate claimant's visual acuity was normal with correction and claimant's visual fields were full (Exhibit 16F/3, 12, 29, 32, 40, and 44; Exhibit 48F/2). In addition, Ted Roper, M.D., and Joseph Geer, M.D., reviewed claimant's records and concluded claimant's visual disorders were nonsevere (Exhibit 1A/8; Exhibit 4A/8). Therefore, I conclude claimant's visual disorders are nonsevere.

Claimant also described recurrent headaches in his testimony. However, the record reveals no specialized neurological treatment for headaches nor does it show any related abnormalities demonstrated by diagnostic imaging of the head or brain. Further, claimant did not report taking any particular medications for headaches in his medications forms (Exhibits 15E and 21E). Therefore, I conclude that, while claimant may experience some periodic headaches related to his severe impairments, such do not warrant any work-related restrictions.

While records indicate some depression (Exhibit 19F/4), the record reveals no specialized mental health treatment as would be expected if claimant's depression was significantly limiting. Also, treatment notes do not document persistent depressive or psychiatric complaints. Therefore, I conclude the depression causes no more than mild limitations in understanding, remembering, or applying information, interacting with others, concentrating, persisting, and maintaining pace, or adaptation and managing oneself. Thus, claimant's depression is nonsevere.

Claimant additionally testified he experiences hand, shoulder, and neck pain. However, the record reveals no objective evidence from an acceptable medical source demonstrating the presence of hand, shoulder, or neck abnormalities. Thus, I conclude claimant has no medically determinable hand, shoulder, or neck impairment. I further note that treatment notes do not document any consistent neck, shoulder, or hand complaints.

4. Beginning on April 1, 2013, claimant has had the following severe impairment: peripheral vascular disease.

As described under Finding 7, claimant underwent stenting in April 2013 due to iliac stenosis and I conclude such has caused significant work-related limitations since April 2013.

Records from prior to April 2013 document lower extremity symptoms, but reveal no diagnosis of iliac stenosis or peripheral vascular disease, nor do they reveal testing showing iliac stenosis or peripheral vascular disease. Therefore, I conclude the iliac stenosis or peripheral vascular disease were not medically determinable prior to April 2013. I note, however, that, regardless of whether this impairment was medically determinable prior to April 2013, I conclude claimant had the residual functional capacities described in Findings 6 and 7 based largely on the medical signs and symptoms documented during the corresponding time periods.

5. Since the alleged onset date of disability, May 15, 2012, claimant has not had an impairment or combination of impairments that meets or medically equals the severity of one of the listed impairments in 20 CFR Part 404, Subpart P, Appendix 1 (20 CFR 404.1520(d), 404.1525 and 404.1526).

I note initially that Drs. Geer and Roper reviewed claimant's records and concluded claimant's physical impairments did not meet or equal any listing (Exhibits 1A and 4A).

As to the spinal disorders, spinal imaging described under Findings 6 and 7 did not show nerve root or spinal cord compromise as required by listing 1.04.

As to the hip impairments, records do not demonstrate an inability to ambulate effectively as required by listing 1.02A: While exams cited under Findings 6 and 7 showed some antalgic gait, claimant did not require an assistive device for ambulation. Also, Carol Burnette, M.D., indicated claimant could stand or walk between 2 and 3 hours a day (Exhibit 38F/9).

As to the peripheral vascular disease, testing did not yield the values required to meet listing 4.12 (See, for example, Exhibit 30F/6).

As to the neuropathy, records do not show such caused an inability to stand from a seated position or balance while standing, nor do records indicate the neuropathy had a substantial effect on claimant's ability to understand, remember, or apply information, interact with others, concentrate, persist, or maintain pace, or adapt and manage himself. I note that electromyography only showed a "moderate" right lower extremity neuropathy (Exhibit 11F/7).

6. After careful consideration of the entire record, I find that prior to April 1, 2013, the date claimant became disabled, claimant had the residual functional capacity to perform the full range of sedentary work as defined in 20 CFR 404.1567(a).

In making this finding, I have considered all symptoms and the extent to which these symptoms can reasonably be accepted as consistent with the objective medical evidence and other evidence, based on the requirements of 20 CFR 404.1529 and SSR 96-4p. I have also considered opinion evidence in accordance with the requirements of 20 CFR 404.1529.

In considering claimant's symptoms, I must follow a two-step process in which it must first be determined whether there is an underlying medically determinable physical or mental impairment(s)--i.e., an impairment(s) that can be shown by shown by medically acceptable clinical or laboratory diagnostic techniques--that could reasonably be expected to produce claimant's pain or other symptoms.

Second, once an underlying physical or mental impairment(s) that could reasonably be expected to produce claimant's pain or other symptoms has been shown, I must evaluate the intensity, persistence, and limiting effects of claimant's symptoms to determine the extent to which they limit claimant's work-related activities. For this purpose, whenever statements about the intensity, persistence, or functionally limiting effects of pain or other symptoms are not substantiated by objective medical evidence, I considered other evidence in the record to determine if claimant's symptoms limited the ability to do work-related activities.

At the hearing on July 27, 2017, claimant testified he experiences back, leg, foot, hand, shoulder, and neck pain, as well as headaches. Claimant also testified he lies down much of the time. Claimant additionally stated he can stand for about 3 minutes before experiencing foot pain, cannot lift or carry much due to back problems, had a right leg surgery in 2013, and has diabetes.

Medical evidence from prior to April 2013 partially supports claimant's allegations. Treatment notes from 2012 document some back and right hip complaints (Exhibits 1F and 2F), exam in October 2012 showed right hip tenderness (Exhibit 4F/1), and MRI in November 2012 revealed bilateral hip osteoarthritis (Exhibit 4F/4). Records from 2012 also document diabetes (Exhibit

2F/2), and treatment notes from November 2012 report peripheral neuropathy in the feet (Exhibit 8F/72). In addition, notes from January 2013 report ongoing right hip complaints (Exhibit 4F/15), and records from March 2013 report sciatica (Exhibit 8F/47).

Records described above demonstrate the presence of significant back, hip, and neuropathic symptoms, which would reasonably be expected to cause substantial problems lifting, carrying, standing, and walking. Therefore, I conclude claimant was only capable of performing sedentary work prior to April 1, 2013.

Nonetheless, I conclude no additional limitations were warranted prior to April 1, 2013. While claimant testified he can only stand for 3 minutes before experiencing foot pain and has to lie down most of the time, such allegations are inconsistent with medical evidence from prior to April 2013. First, right hip and lumbar spine x-rays in April 2012 were unremarkable (Exhibit 1F/13 and 15), and Christopher Clemow, M.D., reported a lumbar spine MRI in November 2012 was normal other than Schmorl's nodes (Exhibit 4F/14). Second, exams showed largely intact functional ability. Specifically, exam in April 2012 showed no back tenderness and normal hip, knee, and foot motion (Exhibit 1F/2), exam in October 2012 demonstrated normal gait, strength, muscle tone, back motion, and reflexes (Exhibit 2F/2), exam in January 2013 showed only "minimal" hip tenderness with "no rotational deficits" (Exhibit 4F/15), and exam in March 2013 revealed no back tenderness, normal straight leg raising, and normal back motion (Exhibit 8F/47). Third, treatment notes from prior to April 2013 also do not document persistent neuropathic signs or symptoms, indicating these neuropathic issues were periodic or modest.

As to the diabetes specifically, treatment notes from February 2013 report claimant's sugars were "better controlled" (Exhibit 25F/29), and treatment notes from March 2013 indicate claimant's hemoglobin A1c had improved to 8.5 from greater than 14% in November 2012 even without total compliance with medical directives (Exhibit 8F/50).

After careful consideration of the evidence, I find that, other than the alleged neck and shoulder problems, claimant's medically determinable impairments could reasonably be expected to cause the alleged symptoms; however, claimant's statements concerning the intensity, persistence, and limiting effects of these symptoms are not fully supported prior to April 1, 2013, for the reasons explained in this decision.

As for the opinion evidence, Dr. Clemow completed a statement concerning claimant in January 2013. Therein, Dr. Clemow reported claimant's back and hip pain was due to weakness and hip tendinopathy. Dr. Clemow also indicated claimant's back and hip problems probably would not "result in permanent impairment" (Exhibit 3F).

I accord Dr. Clemow's opinions significant weight for the period prior to April 2013 because Dr. Clemow is a treating physician and the unremarkable exam findings and diagnostic imaging described above lends some support to Dr. Clemow's opinions. However, I conclude claimant's back and hip issues, in combination with the neuropathic problems, warrant significant exertional limitations as described above.

Jennifer Thomas, M.D., completed a statement concerning claimant in April 2013. Therein, Dr. Thomas reported claimant had had "disabling right hip pain" since January 2012, though "hopefully" claimant "w[ould] be able to resume all previous activities" (Exhibit 17F/71).

Also, in May 2013, Dr. Thomas indicated it was likely claimant had been unable to work beginning in April 2012 (Exhibit 6F). In another statement from May 2013, Dr. Thomas reported claimant "certainly may be permanently disabled from his back injury, but I would defer to the appropriate specialists to make that determination." Also in this latter May 2013 statement, Dr. Thomas indicated claimant had a 50% permanent back impairment and a 50% whole body impairment (Exhibit 5F).

I accord Dr. Thomas' opinions little weight. While Dr. Thomas is a treating physician, Dr. Thomas' opinions that claimant's right hip or back pain had been disabling or had precluded work since January or April 2012 are vague because such do not indicate specific work-related limitations. Moreover, these opinions are inconsistent with treatment records described above, particularly the mostly unremarkable physical exam findings documented prior to April 2013, indicating claimant's hip and back problems were not greatly limiting. Further, while Dr. Thomas indicated at one point that claimant had had "disabling" right hip pain since January 2012, records indicate claimant was able to work full-time from January 2012 through April 2012 (Exhibit 3E/2; Exhibit 6F). Moreover, Dr. Thomas' opinions are also inconsistent with those of Drs. Clemow, Geer, and Roper. In addition, the opinion that claimant had a 50% impairment is vague because it does not indicate specific work-related limitations.

Dr. Roper completed a Physical Residual Functional Capacity Assessment concerning claimant in January 2015. Therein, Dr. Roper reported claimant had right hip impairments with related pain and a history of iliac stenting. Dr. Roper assessed claimant could lift or carry 10 pounds frequently and 20 pounds occasionally, occasionally crawl and climb ladders, ropes, and scaffolds, and frequently climb ramps, climb stairs, balance, stoop, kneel, and crouch. Dr. Roper also assessed claimant should avoid concentrated exposure to hazards. Dr. Roper further assessed claimant had nonsevere diabetes and visual disorders, noting that testing showed normal visual acuity and medical evidence only showed equivocal evidence of neuropathy (Exhibit 1A).

Dr. Geer reached the same conclusions as Dr. Roper after reviewing claimant's records in April 2015. Dr. Geer noted that exam in January 2015 showed show decreased lumbar spine motion, back tenderness, and antalgic gait, though claimant had no atrophy, had no trigger points, and demonstrated intact sensation. Dr. Geer also noted that exam in April 2015 revealed normal gait and station, and no use of an assistive device (Exhibit 4A).

I give the opinions of Drs. Roper and Geer partial weight. Drs. Roper and Geer are physicians with substantial experience applying Social Security disability law and policy who reviewed evidence from varied sources and assessed comprehensive and specific work-related physical limitations. Also, the conclusion that claimant's visual disorders were nonsevere is consistent with other evidence cited under Finding 3 showing intact visual acuity and fields. However, I conclude claimant was restricted to sedentary work exertionally throughout the period at issue, and I note in particular that the combination of back, right hip, and neuropathic pain would reasonably be expected to cause substantial limitations standing and walking. Also, while Drs.

Roper and Geer assessed some significant postural and environmental limitations, exams cited above showed generally intact musculoskeletal ranges of motion, and it is unclear why Drs. Roper and Geer concluded claimant should avoid concentrated exposure to hazards.

In sum, records from prior to April 2013 document persistent back and hip pain, diabetes with some control issues, and some neuropathy. However, diagnostic imaging of the hips and lumbar spine showed only modest abnormalities at most, physical examinations were mostly unremarkable, the diabetes came under better control with better compliance, Dr. Clemow's statements indicate the back and hip impairments were modest, and treatment notes do not document consistent neuropathic complaints.

7. After careful consideration of the entire record, I find that beginning on April 1, 2013, claimant has had the residual functional capacity to perform sedentary work as defined in 20 CFR 404.1567(a), except that claimant would miss work 4 days per month and be off-task 20% of the workday.

In reaching this conclusion, I find that beginning on April 1, 2013, claimant's allegations concerning his need to lie down during the day are more consistent with the evidence, in particular, the opinions of Carol Burnette, M.D., described below. Medical evidence described below otherwise shows claimant's condition worsened beginning in April 2013.

Exam on April 4, 2013, revealed no palpable right foot pedal pulses (Exhibit 14F/31), Doppler ultrasound on April 5, 2013, showed greater than 75% right iliac stenosis (Exhibit 17F/87), and treatment notes from several days later indicate claimant could only walk short distances (Exhibit 17F/80). Claimant then underwent angioplasty and stenting of iliac artery stenosis on April 16, 2013 (Exhibit 17F/76).

In addition, lumbar spine x-rays in April 2013 showed degenerative changes (Exhibit 8F/33), treatment notes from April 2013 report "worsening [back] pain and exam findings" (Exhibit 8F/28), and treatment notes from June 2013 report ongoing back pain (Exhibit 17F/56). Also, exams in May and July 2013 showed decreased foot sensation (Exhibit 8F/3; Exhibit 24F/5), exam in July 2013 revealed antalgic gait (Exhibit 7F/3), records from August 2013 report ongoing right leg pain with difficulty walking (Exhibit 11F/3), and electromyography in August 2013 revealed moderate right peroneal and tibial neuropathy (Exhibit 11F/7). In addition, exam in January 2014 showed right leg weakness, positive straight leg raising on the right, and decreased right reflexes (Exhibit 14F/106), notes from June 2014 report ongoing peripheral neuropathy (Exhibit 17F/24), exam in August 2014 showed decreased right leg sensation (Exhibit 19F/9), and labs in August 2014 revealed elevated sedimentation rate (Exhibit 19F/15). Records from August 2014 further report peripheral arterial disease and recurrent right iliac stent stenosis (Exhibit 20F/71), and claimant underwent angioplasty of right common iliac artery in-stent stenosis at that time (Exhibit 19F/23-24).

Going forward, claimant was hospitalized overnight in October 2014 due primarily to hyperglycemia (Exhibit 21F/1), and exam in December 2014 revealed antalgic gait and decreased lumbar spine motion (Exhibit 33F/2). Also, Dr. Burnette reported worsening back, hip, and leg pain in May 2015 (Exhibit 39F/35). In addition, treatment notes from December

2015 document ongoing "moderate" back pain worsened by walking as well as ongoing problems with diabetes control and hyperglycemia, and exam at this time showed back spasm and limited back motion (Exhibit 47F/2, 4, and 11). Thereafter, prison records from April 2016 indicate claimant had work restrictions due to medical problems (Exhibit 48F/1), records from September 2016 document complaints of ongoing back and leg pain (Exhibit 48F/46), and records from March 2017 document complaints of ongoing right hip, right leg, and back pain with limping gait (Exhibit 48F/27). Further, records from May 2017 document complaints of foot and leg pain and report chronic musculoskeletal and neuropathic pain (Exhibit 48F/16 and 18).

As for the opinion evidence, in December 2013, Dr. Burnette reported claimant would have problems concentrating due to pain, would have problems staying on task for 2 hour periods, would require breaks in addition to normal work breaks, and would miss work more than 3 days a month (Exhibit 38F/19-21). Also in December 2013, Dr. Burnette reported claimant could lift up to 35 pounds occasionally, could not perform prolonged or repetitive standing, and could not stand more than 30 minutes at a time (Exhibit 38F/17-18).

Dr. Burnette also completed statements concerning claimant in late 2014 and May 2015. Therein, Dr. Burnette reported claimant's back, hip, and leg pain had worsened "in recent months." Dr. Burnette also indicated claimant's conditions precluded substantial gainful activity. Dr. Burnette further reported claimant had hip pain, back pain, antalgic gait, restricted lumbar motion, and neuropathy. Dr. Burnette additionally indicated claimant could lift or carry 30 pounds occasionally and 20 pounds frequently, stand or walk less than 3 hours in an 8 hour workday, and sit less than 6 hours in an 8 hour workday. Dr. Burnette also stated claimant may need to lay down "if having severe pain," would experience interruptions in attention about every hour, and miss work 4 or more days per month (Exhibit 38F/1-12).

In assessing the residual functional capacity described above, I have given Dr. Burnette's opinions great weight. Dr. Burnette is a treating physician, and Dr. Burnette's opinions, particularly the opinions that claimant had substantial problems standing or walking, would need excessive breaks, and would miss 4 or more days of work per month, are generally consistent with other medical evidence described above documenting worsening conditions beginning in April 2013 with persistent, substantial pain and significant observed functional deficits. Dr. Burnette's opinions concerning claimant's need to lay down is also generally consistent with claimant's testimony that he needs to lie down during the day.

However, while Dr. Burnette indicated claimant could lift 30 or 35 pounds, I conclude claimant's severe impairments would preclude such lifting activities, and note that claimant's testimony concerning problems lifting is generally supported by medical evidence of ongoing lower extremity, back, and neuropathic problems.

I give Dr. Burnette's opinions less weight for the period prior to April 2013 because, in contrast to most of Dr. Burnette's opinions, evidence from before April 2013 described under Finding 6 indicates claimant's functional abilities were generally intact, diagnostic imaging was mostly unremarkable, and claimant's diabetes came under control with better compliance.

In January 2014, Jared Richardson, M.D., reported claimant's hip issues "normally w[ould not] constitute a permanent impairment" (Exhibit 23F/22). I give Dr. Richardson's opinion little weight because it addresses generalities and not claimant's particular conditions, and, contrary to Dr. Richardson's opinion, other medical evidence described above convincingly demonstrates ongoing, significant hip problems warranting functional limitations.

As to Dr. Clemow's January 2013 opinions that claimant's back and hip problems probably would not "result in permanent impairment" (Exhibit 3F), I give such little weight for the period beginning in April 2013 for the same reasons I accord Dr. Richardson's opinions little weight.

As to the opinions of Drs. Geer and Roper for the period beginning April 2013, I conclude that medical evidence indicates claimant's impairments are substantially more limiting than Drs. Geer and Roper assessed. In particular, I note that Dr. Burnette's opinions indicate claimant's impairments are substantially more limiting than Drs. Geer and Roper assessed, and Dr. Burnette's opinions are mostly supported by other evidence as described above.

As to Dr. Thomas' April 2013 opinion that claimant had "disabling right hip pain" and May 2013 opinion that claimant likely could not work (Exhibit 17F/71; Exhibit 6F), I accord such greater weight for the period beginning in April 2013. While these opinions are vague, treatment records described above show claimant's condition worsened beginning in April 2013 and these opinions are generally consistent with those of Dr. Burnette.

In addition, in June 2015, Benson Hecker, Ph.D., reviewed claimant's medical records and opined that claimant was "unable to perform any substantial gainful activity" (Exhibit 9E/14). While these opinions are generally consistent with the opinions of Drs. Burnette and Thomas described above, Dr. Hecker has no medical expertise and did not indicate particular functional limitations. Therefore, I give such little weight.

In sum, records from April 2013 show claimant had to undergo iliac artery stenting due to stenosis and records from this time also show some worsening in claimant's back condition. In addition, electromyography in August 2013 demonstrated moderate neuropathy; claimant had to undergo restenting in August 2014, claimant was hospitalized due primarily to diabetic issues in October 2014, and evidence from April 2013 and thereafter otherwise documents ongoing, significant back and lower extremity symptoms. Further, Dr. Burnette indicated claimant's conditions would cause excessive breaks and work absences.

8. Since May 15, 2012, claimant has been unable to perform any past relevant work (20 CFR 404.1565).

Claimant reported performing past relevant work as a mason or the owner of a masonry company, and as a construction site supervisor (Exhibit 3E/3; Exhibit 1A/5; Exhibit 9E/13). These reports are generally consistent with claimant's Detailed Earnings Query, which shows claimant received substantially gainful earnings within the past 15 years from Construction Hardware Company and JMZ Masonry Inc. (Exhibit 6D). However, while claimant reported these past jobs required working 40 hours or more per week (Exhibit 3E/3), since April 2013, claimant has been unable to remain on task for more than 80% of an 8 hour workday day and

would also miss work 4 days per month. Therefore, claimant has been unable to sustain full-time work activity. As generally performed, claimant's past jobs would also require the ability to sustain work 8 hours a day and 5 days a week. Therefore, the demands of claimant's past relevant work exceed claimant's residual functional capacity from April 1, 2013, through the present.

As to claimant's ability to perform past relevant work from May 15, 2012, through March 31, 2013, while claimant was limited to performing sedentary work during this period of time, claimant's past relevant work likely had medium or greater exertional requirements (Exhibit 9E/11). I also note that the grid rules direct a finding of "not disabled" during this time period as described below, thus rendering the issue of claimant's ability to perform past relevant immaterial.

9. Prior to the established disability onset date, claimant was a younger individual age 45-49. Claimant became an individual closely approaching advanced age on October 14, 2016 (20 CFR 404.1563).

10. Claimant has at least a high school education and is able to communicate in English (20 CFR 404.1564).

Claimant testified he attended college for two months.

11. Prior to April 1, 2013, transferability of job skills is not material to the determination of disability because applying the Medical-Vocational Rules directly supports a finding of "not disabled" whether or not claimant has transferable job skills. Beginning on April 1, 2013, claimant has not been able to transfer job skills to other occupations (See SSR 82-41 and 20 CFR Part 404, Subpart P, Appendix 2).

Beginning April 1, 2013, claimant has not been able to sustain full-time, competitive work activity.

12. Prior to April 1, 2013, considering claimant's age, education, work experience, and residual functional capacity, there were jobs that existed in significant numbers in the national economy that claimant could have performed (20 CFR 404.1569 and 404.1569a).

In determining whether a successful adjustment to other work can be made, I must consider claimant's residual functional capacity, age, education, and work experience in conjunction with the Medical-Vocational Guidelines, 20 CFR Part 404, Subpart P, Appendix 2. If claimant can perform all or substantially all of the exertional demands at a given level of exertion, the medical-vocational rules direct a conclusion of either "disabled" or "not disabled" depending upon claimant's specific vocational profile (SSR 83-11). When claimant cannot perform substantially all of the exertional demands of work at a given level of exertion and/or has nonexertional limitations, the medical-vocational rules are used as a framework for decisionmaking unless there is a rule that directs a conclusion of "disabled" without considering the additional exertional and/or nonexertional limitations (SSRs 83-12 and 83-14). If claimant

has solely nonexertional limitations, section 204.00 in the Medical-Vocational Guidelines provides a framework for decisionmaking (SSR 85-15).

Prior to April 1, 2013, based on a residual functional capacity for the full range of sedentary work, I conclude that, considering claimant's age, education, and work experience, a finding of "not disabled" is directed by Medical-Vocational Rule 201.21.

13. Beginning on April 1, 2013, considering claimant's age, education, work experience, and residual functional capacity, there are no jobs that exist in significant numbers in the national economy that claimant can perform (20 CFR 404.1560(c) and 404.1566).

Beginning on April 1, 2013, if claimant had the residual functional capacity to perform the full range of sedentary work, considering claimant's age, education, and work experience, a finding of "not disabled" would be directed by Medical-Vocational Rule 201.21. However, the additional limitations preclude the performance of full-time, competitive work activity. Therefore, a finding of "disabled" is appropriate. Further, as of October 14, 2016, when claimant attained age 50, Rule 201.14 directs a finding of "disabled."

14. Claimant was not disabled prior to April 1, 2013, but became disabled on that date and has continued to be disabled through the date of this decision (20 CFR 404.1520(g)).

DECISION

Based on the application for a period of disability and disability insurance benefits protectively filed on September 25, 2014, claimant has been disabled under sections 216(i) and 223(d) of the Social Security Act beginning on April 1, 2013.

Medical improvement is expected with appropriate treatment. Consequently, a continuing disability review is recommended in 36 months.

Claimant is presently incarcerated. Appropriate consideration should be given to the impact on his past due and present benefits.

/s/ *Ann G. Paschall*

Ann G. Paschall
Administrative Law Judge

September 25, 2017

Date

2/26/2017

NOTE

THIS SAME PACKAGE OF EVIDENCE WILL BE USED FOR BOTH THE APPEAL BOND AND THE APPEAL ITSELF. INCLUDED IS A CD CONTAINING MORE EVIDENCE TO THIS CASE. IF YOU NEED ANY MORE INFORMATION PERTAINING TO THIS CASE PLEASE CONTACT PET. JESUS MARTINEZ LEGAL COUNSEL, MR. FLETCHER SMITH JR., ESQUIRE AND/OR HIS LEGAL REPRESENTATIVE JESSE MARTINEZ

Appellate Case No.: 2016-000527

Case No.: Assault and Battery Of A High And Aggravated Nature 2015-GS-04-00781:

Pointing/Presenting A Firearm 2015-GS-04-00782

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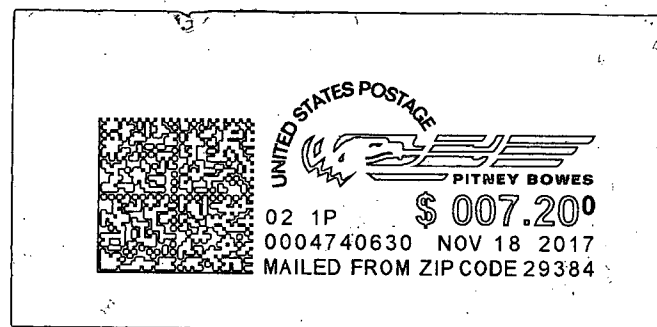
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