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SC Court of Appeals

v.

and Dominique Smalls, Appellant.

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YOUNG CLEMENT RIVERS, LLP

ATTORNEYS FOR THE RESPONDENT

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

LAW OFFICES OF WILLIAM A.
GREEN,

PLAINTIFF,

vs.

ROPER ST. FRANCIS HEALTHCARE
AND DOMINIQUE SMALLS,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2009-CP-10-0735

ORDER DENYING DOMINIQUE
SMALL'S MOTION TO COMPEL;
ORDER GRANTING SUMMARY
JUDGMENT ON BEHALF OF ROPER ST.
FRANCIS HEALTHCARE; ORDER
TRANSFERRING CASE TO MASTER IN
EQUITY

FILED
2010 MAR 30 AM 11:35
JULIE J. ARMSTRONG
CLERK OF COURT
BY

On March 17, 2010 three motions were argued before this honorable court that stem from the above captioned litigation. This action involves an interpleader claim filed by the Law Office of William Green against Roper St. Francis Healthcare and Dominique Smalls. The interpleader action asks the court to determine who is the rightful owner of \$13,312.75 dollars held in the trust account of the Law office of William Green. The \$13,312.75 held in escrow represents the difference in the paid amount and the total amount owed for services Dominique Smalls incurred while a patient at Roper Hospital as a result of a car wreck on November 23, 2006.

As a result of the interpleader action defendant Roper St. Francis Healthcare cross-claimed against co-defendant Dominique Smalls for the \$13,312.75 (difference in amount of total hospital charges and amount paid Roper by Dominique Smalls for services rendered). In return Dominique Smalls cross-claimed against Roper St. Francis Healthcare with an Unfair Trade Practices Act claim alleging it was unfair trade for Roper St. Francis Healthcare to withdraw a "self pay" discount and the withdraw was a penalty for Ms. Smalls obtaining legal counsel in her automobile accident case.

The below order memorializes findings from the bench regarding these motions.

MOTION TO COMPEL

Counsel for Dominique Smalls filed and argued a Motion to Compel against co-defendant, Roper St. Francis Healthcare seeking an order compelling Roper St. Francis Healthcare to produce all accounts in which Roper St. Francis withdrew its courtesy self-pay discount' from 2006 to the present, and, as to each, set forth the reason for the withdrawal of the discount. From 2006 to the present, approximately 31,400 Roper St. Francis Healthcare patients have been granted the self-pay discount and had that discount reversed. In response to Ms. Small's motion, counsel for Roper St. Francis Healthcare argued that production of patient information such as what was requested would violate HIPPA and constitute a violation of patient privacy. Counsel for Roper St. Francis Healthcare further argued that it would be unduly burdensome to Roper St. Francis Healthcare to manually go through 31,400 patient records and furthermore Plaintiff's objective for seeking this information (to prove repetition and the reasoning behind-reversal of the self pay discount) was previously accomplished through the examination and sworn testimony of Roper St. Francis employees in the billing department and the further sworn affidavit testimony of Laura Icard from the Roper St. Francis billing department.

IT IS THEREFORE THE FINDING OF THIS COURT that the information sought would prove to be a violation of patient privacy and unduly burdensome on Roper St. Francis Healthcare. Furthermore the objective for the information sought could be accomplished through a less obtrusive and burdensome method.

IT IS THEREFORE ORDERED that Dominique Small's Motion to Compel against Roper St. Francis Healthcare is hereby denied!

MOTION FOR SUMMARY JUDGMENT

A handwritten signature in black ink, appearing to be a stylized 'P' or 'R' followed by a flourish.

Next, counsel for defendant Roper St. Francis Healthcare argued that Dominique Small's cross claim against Roper St. Francis Healthcare for violation of the Unfair Trade Practices Act should be dismissed as a matter of law as there is no genuine issue as to any material fact with regard to the cause of action set forth against Roper St. Francis Healthcare violating the South Carolina Unfair Trade Practices Act.

Co-defendant, Dominique Smalls presented to Roper Hospital on November 23, 2006 as the result of an automobile accident. At the time of her presentation Ms. Smalls had no health insurance. As a result of having no health insurance Ms. Small's was granted a "self pay" discount as no third party would be assisting Ms. Smalls with the payment of her medical bills. Ms. Smalls' total bill for services rendered while a patient at Roper Hospital was \$66,563.75 dollars. The estimated patient balance with the "self pay" discount applied was \$53,251.00 dollars.

Subsequent to Ms. Small's discharge from the hospital it was learned by the hospital that Ms. Smalls was making a claim for the cost of her medical bills against several parties related to the automobile accident. As a result of third parties now being asked by Ms. Smalls to reimburse her for the cost of her medical bills Ms. Smalls no longer met the condition of qualifying for the "self pay" discount resulting in the total bill being \$66,563.75 dollars. (It should be noted that Ms. Smalls did tender \$53,251.00 dollars to the hospital out of the settlement proceeds from the automobile accident claim. The Law Office of William Green kept the remaining \$13,312.75 in their escrow account).

As a result of the reversal of the "self pay" discount Dominique Smalls filed a cross claim against defendant Roper St. Francis Healthcare alleging that the reversal of the "self pay" discount amounted to a violation of the South Carolina Unfair Trade Practices Act and that she is rightfully owed the \$13,312.75 held in escrow.



The South Carolina Unfair Trade Practices Act declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. Code Ann. §39-5-20(a). "A trade practice is "unfair" when it is offensive to public policy or when it is immoral, unethical, or oppressive; a practice is "deceptive" when it has a tendency to deceive." Young v. Century Lincoln-Mercury, Inc., 302 S.C. 320, 326, 396 S.E.2d 105, 108 (Ct. App. 1989) (Judgment affirmed in part, reversed in part on other grounds.).

NO VIOLATION OF PUBLIC POLICY

Counsel for Roper St. Francis healthcare argued that Roper St. Francis Healthcare is under no legal obligation to grant a self pay discount to uninsured patients who present to their hospital. Further counsel argued the "self pay" discount is a courtesy to ensure that all uninsured patients are able to access quality healthcare without significant financial consequences. Counsel argued that a benevolent act such as offering a discount to those not fortunate enough to have health insurance could not be offensive to public policy. Rather, the "self pay" discount actually promotes sound public policy as it assists those without the financial means to pay their hospital bills. Counsel for Dominique Smalls argued that the reversal of the "self pay" discount violates the unfair trade practices act because it penalizes people for obtaining legal counsel and therefore violates public policy. Counsel for Dominique Smalls put forth no evidence as to any material fact as to how Dominique Smalls was penalized as it was uncontroverted that her hospital bill for total services rendered was neither inflated or changed as a result of the self pay discount being applied and subsequently revoked. Counsel for Roper St. Francis Healthcare argued that Ms. Smalls' self pay discount was not reversed because she obtained legal counsel for her car wreck but rather because she no longer met the condition of the self pay discount as a third party was now assuming the costs of Ms. Smalls' medical bills (it is also uncontroverted that Ms. Smalls claimed



the full value of her medical bills, \$66,563.75 in negotiating and obtaining a \$220,000 dollar settlement with the insurance carriers of the parties involved in the automobile accident).

Counsel for Roper St. Francis Healthcare argued that no evidence of any material fact exists to prove how Roper St. Francis Healthcare attempting to recover their loss equates to an offense against public policy. Counsel for Roper St. Francis argued that when a discount is given on a medical bill the hospital endures the costs resulting from the discounted amount because the hospital is still obligated to pay the vendors who provided services to the patient (physical therapists, drug companies, medical equipment companies, etc). When a patient such as Dominique Smalls makes a claim and is compensated by a third party for recovery of these hospital bills the third party is compensating Ms. Smalls for the services provided by these vendors. Should the hospital not receive full tender for the services provided by these vendors the hospital actually takes a loss as they are obligated to pay these vendors regardless. Therefore, the reversal of the self pay discount simply serves as a way for the hospital to recover their potential loss. Counsel argued no issue as to any material fact exists as to how the hospital trying to recover its loss amounts to an offense to public policy especially in light of Dominique Smalls receiving a potential windfall based on the hospital's loss.

ASCERTAINABLE LOSS

Counsel for Roper St. Francis healthcare next argued that the Unfair Trade Practices Act claim should be dismissed because no issue as to any material fact exists as to an ascertainable loss being suffered by Ms. Smalls. An individual may bring an action under the Act only if he suffers an "ascertainable loss" as a result of the use of a method, act or practice found unlawful under the Act. S.C. Code Ann. §39-5-140(a); Young, 302 S.C. at 326, 396 S.E.2d at 108. Ascertainable loss is defined as the loss of money or real or personal property. Counsel for



Roper St. Francis healthcare argued that the only party who has an ascertainable loss as of the date of the hearing on the motion for summary judgment is Roper St. Francis Healthcare (the difference between the \$53,251.00 dollars paid by Dominique Smalls and the charges for services rendered of \$66,563.75 dollars). When Ms. Smalls' attorney was asked directly by the court if the settlement negotiations with the insurance carriers for the underlying automobile accident were based on the medical bills being \$53,251.00 (self pay discount amount) or \$66,563.75 Ms. Smalls' attorney affirmed to the court that the settlement negotiations for the medical bills were based on the \$66,563.75 dollar amount. Attorney Scott Drescher of the Law Office of William Green (attorney for Ms. Smalls in the automobile accident) was present at these arguments and did not dispute that the amount used to negotiate with the insurance carriers was the \$66,563.75 dollar amount. As such, Ms. Smalls was compensated by the insurance carriers based on her medical bills being \$66,563.75. Ms. Smalls does not contend that she was overcharged or that her bill was inflated as a result of receiving or the revocation of the "self pay" discount. Further, Ms. Smalls has only paid Roper Hospital \$53,251.00 dollars out of total charges of \$66,563.75 for services rendered. Therefore, she has suffered no ascertainable loss of money and has failed to prove this necessary element of an Unfair Trade Practices Act claim.

THIS COURT finds that based on the evidence presented Dominique Smalls has failed to prove any genuine issue as to any material fact as to how she was penalized for obtaining legal counsel or how the granting or revocation of a self pay discount results in an offensive or deceptive act on the public by Roper St. Francis Healthcare. THIS COURT FURTHER FINDS that Dominique Smalls has suffered no ascertainable loss as a result of the revocation of the "self pay" discount or the actions of Roper St. Francis Healthcare.

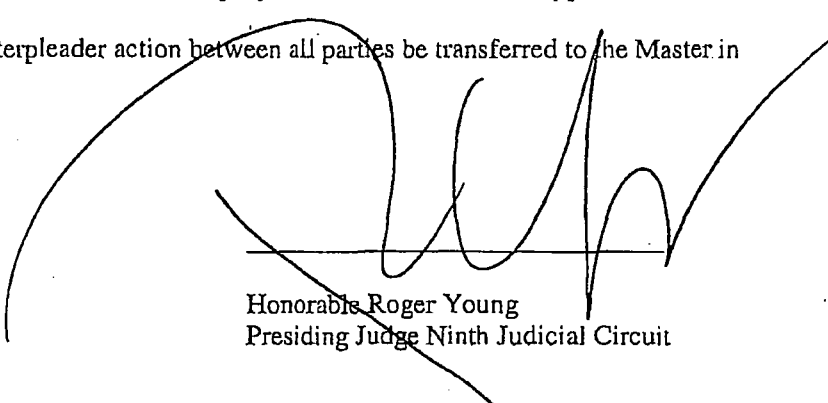
A handwritten signature, possibly reading 'Ph', is written in black ink in the bottom right area of the page.

IT IS THEREFORE ORDERED that Dominique Smalls' Unfair Trade Practices Act claim against Roper St. Francis Healthcare be dismissed as a matter of law.

TRANSFER TO MASTER

A motion was also filed on behalf of defendant, Roper St. Francis Healthcare to transfer the original Interpleader action to the Master in Equity. As this motion was unopposed it is hereby ORDERED that the Interpleader action between all parties be transferred to the Master in Equity.

IT IS SO ORDERED!



Honorable Roger Young
Presiding Judge Ninth Judicial Circuit

Charleston, South Carolina

Dated: 3/24/10

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Law Offices of William A. Green)

Plaintiff)

vs.)

Roper St. Francis Healthcare and)
Dominique Smalls)

Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No.: 2009-CP-10-0735

**ORDER DENYING CO-DEFENDANT'S
AND CROSS CLAIMANT'S MOTION
FOR RECONSIDERATION**

FILED
2010 APR 29 PM 2:39
JULIE E. STRONG
CLERK OF COURT
BY

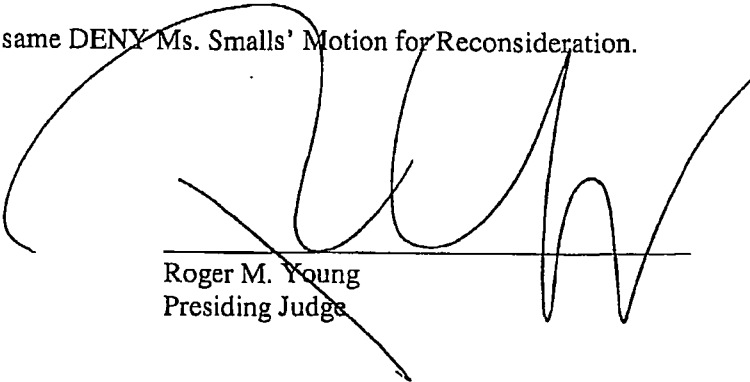
This matter initially came before the court upon Defendant, Roper St. Francis Healthcare's ("Roper") Motion for Summary Judgment. After oral argument, this Court granted Roper's Motion for Summary Judgment and Denied Ms. Small's Motion to Compel on March 30, 2010. Through her counsel Defendant, Dominique Smalls, and in response, filed a Motion to Reconsider that order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure.

Power to open, modify or vacate a judgment is possessed solely by the court that rendered judgment. Coleman v. Dunlap, 413 S.E.2d 15 (S.C. 1992). A Rule 59(e) motion is not only the proper vehicle to request a court to alter or amend a judgment, but also to seek reconsideration of issues and arguments previously presented. Elam v. South Carolina Dept. of Transp., 361 S.E.2d 772 (S.C. 2004). It is well established that a Rule 59(e) motion can be successful in only three situations: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice. Zinkand v. Brown, 478 F.3d 634 (4th Cir. 2007)¹.

¹ The South Carolina Supreme Court looks to Zinkand for guidance on interpretation of Rule 59(e) because the state and federal rules are virtually identical. See Elam v. South Carolina Dept. of Transp. *supra*.

I have thoroughly considered the Motion for Reconsideration, supporting and opposing material and arguments, and based on same DENY Ms. Smalls' Motion for Reconsideration.

AND IT IS SO ORDERED.



Roger M. Young
Presiding Judge

April 27, 2010
Charleston, South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Law Offices of William A. Green,)

Plaintiff,)

v.)

Roper St. Francis Healthcare and)
Dominique Smalls,)

Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CaseNo.: 2009-CP-10-135

**SUMMONS
(Interpleader)**

JULIE J. ARMSTRONG
CLERK OF COURT

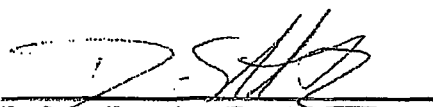
2009 FEB -6 PM 2:49

FILED

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint, herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said complaint upon the subscriber, D. Scott Drescher, at his office located at 3511 Rivers Avenue, Charleston, South Carolina 29415, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN FURTHER NOTICE, that if you fail to appear and defend and fail to answer the complaint as required by this summons, within thirty (30) days after service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.


D. Scott Drescher, Esquire
Attorney for Plaintiff
3511 Rivers Avenue
P.O. Box 70306
Charleston, SC 29415
(843) 747-2455

North Charleston, South Carolina

This 27 day of January 2009.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Law Offices of William A. Green,)
Plaintiff,)
v.)
Roper St. Francis Healthcare and)
Dominique Smalls,)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CaseNo.: 2009-CP-10- 735

BY JULIE J. ARMSTRONG
CLERK OF COURT

2009 FEB -6 PM 2:49

FILED

**COMPLAINT
(Interpleader)**

The Plaintiff, Law Offices of William A. Green, alleges and says as follows:

1. That the Plaintiff is a law firm organized and existing pursuant to the laws of the State of South Carolina with its principle place of business in the State of South Carolina.
2. That the Defendants are, upon information and belief, residents or companies located in the county of Charleston, State of South Carolina.
3. That the underlying subject of this interpleader action involves a collision between an automobile that Dominique Smalls was struck head-on by another vehicle.
4. That said collision occurred on or about December 22, 2007 at or near River Road on Johns Island, South Carolina.
5. The Plaintiff took the case of Dominique Smalls, who was injured in the above mentioned accident..
6. Dominique Smalls received a bill from Roper St. Francis Healthcare for \$66,563.75. Later Roper St. Francis Healthcare sent a bill to Dominique Smalls for \$53,251., showing a self pay discount.
7. The Plaintiff settled Dominique Smalls case with Permanent General and AIG Insurance and Roper St. Francis Healthcare was paid \$53,251.00
8. Roper St. Francis Healthcare is claiming a lien for \$13,312.75, the difference between the initial billed amount of \$66,563.75 and the self discount bill amount of \$53,251.00.

FOR A FIRST CAUSE OF ACTION

(Interpleader)

9. The Plaintiff hereby realleges paragraph 1 through 8 as fully and effectively as if set forth herein verbatim.

10. Plaintiff is currently holding Thirty-Three Thousand One Hundred Fifty-eight Dollars and 46/100 (\$13,312.77) in escrow from the settlement proceeds.

11. Dominique Smalls believes that she has paid Roper St. Francis Healthcare the proper amount due and believes their lien of \$13,312.75 is not proper.

WHEREFORE, the Plaintiff requests that the court inquire into the facts and circumstances surrounding this matter and prays:

- a. That it be authorized to deposit with court such sum of \$13,312.77, representing the total sum held in escrow from the settlement.
- b. Plaintiff therefore asks the court to thereupon order Plaintiff discharged from any liability to any Defendant as to such claims, and the action continue between claimants of said funds.
- c. That this court enter an order enjoining and restraining each and all Defendants from instituting or prosecuting any claim against the Plaintiff, Law Office of William A. Green, as the Attorney for Dominique Smalls, regarding the payment of these proceeds.
- d. That this court enter a binding determination as to the true and proper recipients of the Proceeds Plaintiff is holding in escrow from the above referenced November 23, 2006 automobile accident and for any and all legal and equitable remedies which this court deems just and proper.
- e. That the court enter an order declaring that Plaintiff has fully discharged its obligations to the Defendants and that Plaintiff be relieved of any further duties with regard to this matter.

Law Offices of William A. Green, L.L.C.



D. Scott Drescher
Attorney for the Plaintiff
3511 Rivers Ave.
N. Charleston, SC 29405

January 27, 2009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
PLAINTIFF,	)	ANSWER AND CROSSCLAIM OF
	)	ROPER ST. FRANCIS HEALTHCARE
vs.	)	
	)	(Interpleader)
ROPER ST. FRANCIS HEALTHCARE	)	
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	

Roper St. Francis Healthcare (hereinafter referred to as Hospital Defendant), responding to the Plaintiff's Complaint, alleges and states the following:

1. Any allegations in Plaintiff's Complaint not specifically admitted, modified or denied are expressly denied.
2. Hospital Defendant is without sufficient information to form a belief as to the truth of the allegations contained in paragraph 1 of the Plaintiff's Complaint.
3. Hospital Defendant admits the allegations contained in paragraph 2 of the Plaintiff's Complaint to the limited extent that Roper St. Francis Healthcare is the corporate entity under which Roper Hospital does business. Roper Hospital is a 501(c)(3) charitable foundation organized and existing under the laws of the State of South Carolina with its principle place of business in Charleston County, South Carolina. Hospital Defendant is without sufficient information to form a belief as to the remaining allegation in paragraph 2 as they pertain to co-defendant.

4. Hospital Defendant is without sufficient information to form a belief as to the truth of the allegations in paragraph 3, 4 and 5.
5. Hospital Defendant is without sufficient information to form a belief as to the truth of the allegations in paragraph 6 of the Plaintiff's Complaint, however Hospital Defendant affirmatively states that the correct amount of the bill accumulated by Dominique Smalls is \$66,563.75.
6. Hospital Defendant is without sufficient information to form a belief as to the allegation in paragraph 7 regarding the settlement between Dominique Smalls and Permanent General and AIG Insurance. No settlement was ever made between Hospital Defendant and Ms. Smalls.
7. Hospital Defendant denies the allegations in paragraph 8 of the Plaintiff's Complaint, and in doing so affirmatively states that it is owed \$13,312.75, which is the remaining balance for services provides to Ms. Smalls in November and December 2006.
8. All previous responses by Hospital Defendant are incorporated herein in response to paragraph 9 of the Plaintiff's Complaint.
9. Hospital Defendant is without sufficient information to form a belief as to the truth of the allegations in paragraphs 10 and 11.

FURTHER ANSWERING AND FOR A CROSSCLAIM

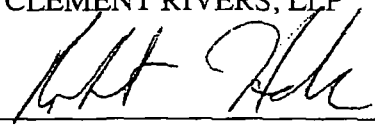
10. Hospital Defendant states that co-defendant Dominique Smalls accumulated a bill of \$66,563.75, during a stay at Roper Hospital in November and December 2006.
11. Hospital Defendant further states that \$53,251.00 has been paid on Ms. Smalls' bill.

12. Hospital Defendant further states that it is owed \$13,312.75, the difference between the amount paid and the amount owed by Ms. Smalls (\$66,563.75 - \$53,251.00 = \$13,312.75).

WHEREFORE, HAVING FULLY ANSWERED SAID COMPLAINT, Hospital Defendant prays as follows:

1. That this court allow recovery of the \$13,312.75 outstanding balance due on the bill of Ms. Dominique Smalls.
2. That this court allow recovery of the costs associated with collection of the unpaid account balance.
3. For such other relief as this court deems just and proper.
- 4.

YOUNG CLEMENT RIVERS, LLP

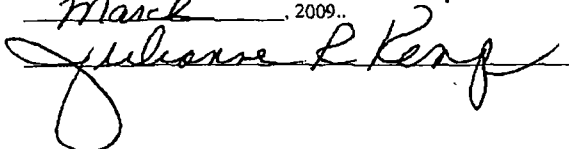
By: 
Joseph J. Tierney, Jr.
Robert B. Hawk
P.O. Box 993, Charleston, SC 29402
(843) 720-5403; rhawk@ycrlaw.com
Attorneys for the Defendant
Roper St. Francis Healthcare

Charleston, South Carolina

Dated: 3/12/2009

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 12th day of March, 2009.

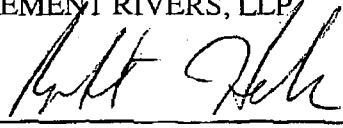


STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
Law Offices of William A. Green) CASE NO. 2009-CP-10-0735
PLAINTIFF,)
vs.) SUMMONS
Roper St. Francis Healthcare and Dominique)
Smalls)
DEFENDANT.)

TO: DOMINIQUE SMALLS, THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Cross-Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Cross-Complaint on the subscribers at their offices, 28 Broad Street, Charleston, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Complaint.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr.

Robert B. Hawk

P.O. Box 993, Charleston, SC 29402

(843) 720-5403; rhawk@ycrlaw.com

Attorneys for Defendant

Roper St. Francis Healthcare

Charleston, South Carolina

Dated: 3/12/2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2009-CP-10-0735

Law Offices of William A. Green)

Plaintiff,)

vs.)

Roper St. Francis Healthcare and)
Dominique Smalls,)

Defendants.)

ANSWER AND CROSS CLAIM BY DEFENDANT
DOMINIQUE SMALLS
(Jury trial demanded)

FILED
2009 MAR 26 PM 2:43
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Defendant Dominique Smalls, answering the complaint in this matter dated January 27, 2009 and the answer and cross claim dated March 12, 2009, hereby cross-claims against Defendant Roper St. Francis Healthcare and prays for relief as follows:

As to the Complaint dated January 27, 2009

1. Paragraph 1 is admitted on information and belief.
2. Paragraphs 2 through 8 are admitted.
3. Paragraph 9 does not require a response; to the extent a response is required, she incorporates her responses set forth above.
4. Paragraph 10 is admitted on information and belief.
5. Paragraph 11 is admitted.

As to the Answer and Cross Claim dated March 12, 2009

6. This Defendant has no response to Paragraphs 1 and 2. To the extent a response is required, this Defendant reserves the right to supplement this answer.

Handwritten signature/initials

7. This Defendant has insufficient information from which to admit or deny the allegations set forth in paragraph 3, and therefore denies same based on lack of knowledge.

8. This Defendant has no response to Paragraph 4 and believes none is required. To the extent a response is required, this Defendant reserves the right to supplement this answer.

9. Paragraph 5 is denied.

10. Paragraph 6 is denied.

11. Paragraph 7 is denied.

12. Paragraphs 8 and 9 do not require a response. To the extent a response is required, this Defendant reserves the right to supplement this answer.

13. Paragraph 10 is denied.

14. Paragraph 11 is admitted.

15. Paragraph 12 is denied.

**BY WAY OF SECOND DEFENSE AND CROSS CLAIM
AGAINST ROPER ST. FRANCIS HEALTH CARE
(Jury Trial Demanded)**

16. Each and every paragraph set forth is incorporated herein where relevant as fully as if repeated herein verbatim.

17. On information and belief, this Defendant was uninsured at the time of her injuries and was provided a bill for services rendered based on her status as a "self-pay" patient.

18. On information and belief, Roper St. Francis Health Care is engaged in trade and commerce by which it provides medical services to patients and sets the rates to be charged to patients for services rendered. In addition, on information and belief, Roper St. Francis provides discounts to patients who are uninsured.

19. This Defendant was, in fact, uninsured at the time of the accident, and was granted the "self-pay" discount afforded to uninsured patients.

20. On information and belief, after accepting full payment of \$53,251.00 for services rendered to her, Roper St. Francis unilaterally withdrew the self-pay discount based on this Defendant's retention of counsel and pursuit of civil remedies for her injuries.

21. Upon discovering same, Roper St. Francis unilaterally withdrew the "self-pay" discount which it had already applied to this Defendant's outstanding balance, causing a new charge to be made against this Defendant in the amount of \$13,312.75, which it now seeks to recover.

22. Upon information and belief, this Defendant is being penalized by Roper St. Francis for retaining counsel to represent her and for pursuing her legal rights under the civil laws applicable in this State, which is repugnant to the exercise of rights available to citizens of the state and is against public policy.

23. The monetary penalty imposed on this Defendant based on her choice of association with a lawyer and her pursuit of civil remedies available to her is an unfair or deceptive act or practice in the conduct of trade and commerce and is therefore unlawful pursuant to applicable law.



24. It is offensive to the public policy of this State for a citizen to be penalized financially as a result of retaining legal counsel to represent one's interest and for pursuing legal remedies available to that person under existing laws.

25. The method of unfair trade practices in which Roper St. Francis is engaged has an impact on the public at large, in that this Defendant is informed and believes that other patients may have been charged unreasonably inflated, or non-discounted prices by Roper St. Francis based solely on the exercise of their right to retain counsel and pursue civil remedies available to them by law and further that such unlawful charges will continue to be assessed by Roper St. Francis.

26. If so employed, the acts of Roper St. Francis in charging higher rates to patients who have legal counsel or who are pursuing legal action to recover for damages they have sustained creates a negative impact on the marketplace and are unfair and deceptive.

27. The pursuit of additional recovery Roper St. Francis has caused and continues to cause damages to this Defendant.

28. On information and belief, Roper St. Francis was aware, at the time it applied the "self-pay" discount, that this Defendant was represented by counsel and/or was pursuing legal remedies available to her under the law. As a result, its withdrawal of the "self-pay" discount was a willful and knowing violation of the provisions of the unfair trade practices act which entitles this Defendant to recover treble damages as well as reasonable attorneys fees and costs for defending the cross claim and for pursuit of this cross claim.

Wherefore, having fully responded to the complaints and cross claim herein, and asserted her own cross claim, this Defendant seeks a jury trial on the factual and legal matters set forth and an order of this Court:

- A. Granting the interpleader requested by defendant and accepting the disputed funds into the court pursuant to Rule 67, SCRPC;
- B. Realigning the parties to properly reflect Roper St. Francis as the plaintiff against this Defendant.
- C. Dismissing the claim asserted by Roper St. Francis against this Defendant.
- D. Following a jury trial, awarding judgment against Roper St. Francis in favor of this Defendant for damages, treble damages and attorneys fees and costs incurred in connection with this matter;
- E. For statutory costs available pursuant to applicable law; and
- F. For such other and further relief as the Court deems just and proper.

Respectfully submitted,



Desa Ballard
Law Offices of Desa Ballard
226 State Street
West Columbia, South Carolina 29169
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com

ATTORNEY FOR DEFENDANT DOMINIQUE SMALLS

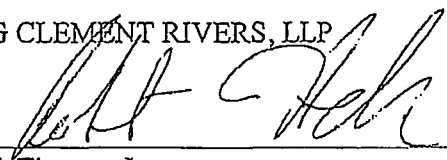
March 24, 2009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
PLAINTIFF,	)	
	)	DEFENDANT ROPER ST. FRANCIS
vs.	)	HEALTHCARE
	)	MOTION TO DISMISS CROSS-CLAIM
ROPER ST. FRANCIS HEALTHCARE	)	
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	

TO: DESA BALLARD, ATTORNEY FOR CO-DEFENDANT DOMINIQUE SMALLS:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Roper St. Francis Healthcare ("Roper Hospital"), by and through its undersigned attorney, will move before this Honorable Court for an Order dismissing the cross-claim of co-defendant Dominique Smalls pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. The grounds for this motion are that the defendant cross-claimant has failed to set forth facts sufficient to constitute a cause of action against Roper, since cross-claimant has not alleged any damages and therefore cannot recover under the South Carolina Uniform Trade Practices Act. This Motion is supported by memorandum of law.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr.

Robert B. Hawk

P.O. Box 993, Charleston, SC 29402

(843) 720-5406; jtierney@ycrlaw.com

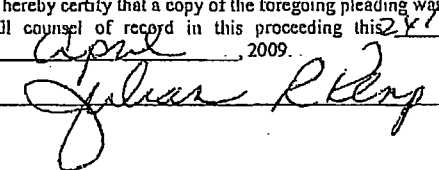
Attorneys for the Defendant Roper St. Francis
Healthcare

Charleston, South Carolina

Dated: 4/24/2009

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to
all counsel of record in this proceeding this 24th day of
April, 2009.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
PLAINTIFF,	)	
	)	
vs.	)	ANSWER TO CROSSCLAIM BY
	)	DEFENDANT ROPER ST. FRANCIS
	)	HEALTHCARE
ROPER ST. FRANCIS HEALTHCARE	)	(Jury trial demanded)
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	
	)	

Defendant Roper St. Francis Healthcare (hereinafter referred to as "Hospital Defendant"), responding to the Crossclaim of Co-Defendant Dominique Smalls ("Ms. Smalls"), alleges and states the following:

1. Any allegations in Ms. Smalls' Crossclaim not specifically admitted, modified or denied are expressly denied.
2. Hospital Defendant is without sufficient information to form a belief as to the allegations in paragraph 16 of Co-Defendant Dominique Smalls' Crossclaim.
3. Hospital Defendant denies the allegations in paragraph 17 of Co-Defendant's Crossclaim.
4. Hospital Defendant admits the allegations in paragraph 18 of Co-Defendant's Crossclaim to the limited extent that Hospital Defendant provides medical services to patients. The remaining allegations in paragraph 18 are denied, as Hospital Defendant does not "set the rates" but rather charges patients for services rendered. Not all uninsured patients receive self-pay discounts.

5. Hospital Defendant denies the allegations in paragraph 19 of Co-Defendant's Crossclaim, as Ms. Smalls was not granted the self-pay discount, because it was determined that a third-party paid Ms. Smalls for her incurred medical bills.
6. Hospital Defendant denies the allegations in paragraphs 20, 21, 22, and 23 of Co-Defendant's Crossclaim.
7. Hospital Defendant denies the allegations in paragraph 24 of Co-Defendant's Crossclaim, as it calls for a legal conclusion.
8. Hospital Defendant denies the allegations in paragraphs 25, 26, 27 and 28 of Co-Defendant's Crossclaim.

FURTHER ANSWERING AND
FOR A FIRST AFFIRMATIVE DEFENSE

9. Further answering Co-Defendant's Crossclaim and as an affirmative defense thereto, Hospital Defendant asserts that is a 501(c)(3) charitable organization and as such is entitled to a limitation on liability as prescribed by statute.

WHEREFORE, HAVING FULLY ANSWERED SAID CROSS-COMPLAINT, Hospital Defendant seeks a jury trial and prays as follows:

1. That Co-Defendant's Crossclaim be dismissed.
2. That this Court allow recovery by Hospital Defendant of the \$13,312.75 due on the bill of Ms. Smalls.
3. That this Court allow recovery by Hospital Defendant of the costs associated with the collection of Ms. Smalls' unpaid account balance.
4. For such other relief as this Court deems just and proper.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr.

Robert B. Hawk

P.O. Box 993, Charleston, SC 29402

(843) 720-5403; rhawk@ycrlaw.com

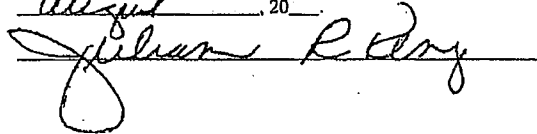
Attorneys for the Defendant Roper St. Francis
Healthcare

Charleston, South Carolina

Dated: August 20, 2019

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to
all counsel of record in this proceeding this 20th day of
August, 2019.



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

LAW OFFICES OF WILLIAM A.
GREEN,

PLAINTIFF,

vs.

ROPER ST. FRANCIS HEALTHCARE
AND DOMINIQUE SMALLS,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No.: 2009-CP-10-0735

CO-DEFENDANT AND CROSS-
CLAIMANT DOMINIQUE SMALLS'
NOTICE OF MOTION AND
MOTION TO COMPEL RESPONSE
TO INTERROGATORIES AND
REQUEST FOR PRODUCTION FROM
ROPER ST. FRANCIS HEALTHCARE

INTRODUCTION

Dominique Smalls, by and through counsel, respectfully moves for an order compelling Defendant Roper St. Francis Healthcare to fully respond to her Interrogatories and Request for Production of Documents. In support of this motion, Ms. Smalls would show:

1. Defendant Roper was served with Defendant Smalls' First Interrogatories to Defendant Roper and Defendant Smalls' Request to Produce to the Defendant Roper on August 7, 2009. *See*, Certificate of Service, Exhibit 1.
2. After granting Defendant an extension, Defendant Smalls was subsequently served with Defendant Roper's Answers to Defendant Smalls' Interrogatories and Response to Request to Produce on or near October 16, 2009. *See*, Defendant Roper St. Francis Healthcare's Responses to Defendant Smalls' Request to Produce and Defendant Roper St. Francis Healthcare's Answers to Defendant Smalls' Interrogatories, Exhibits 2 & 3.
3. This matter includes a claim for unfair trade practices and Defendant Smalls is informed and believes that the actions of Defendant Roper related to the discounted billing practices have harmed and will continue to harm the public; therefore, her requests for "[a]ll documents or materials reflecting, evidencing, or referencing the "self-pay" discount

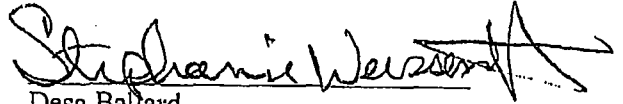
provided by or on behalf of Roper St. Francis to Dominique Smalls or any other patient from 2006 to the present" (Request For Production, No. 7) and for information regarding "...account number and without providing any information or data which is prohibited from disclosure by any applicable law, all accounts on which Roper St. Francis has withdrawn "its courtesy self-pay discount" from 2006 to the present, and, as to each, set forth the reason for the withdrawal of the discount" (Interrogatory No. 20) are relevant and discoverable.

4. The requests were reasonably limited in scope and the information sought is discoverable, and solely within the possession of Defendant Roper.
5. Defendant Smalls has been prejudiced in the preparation of her case by Defendant Roper's failure to comply with discovery.
6. Defendant Smalls has incurred attorney fees and costs in connection with the filing and prosecution of this motion, and is informed and believes that Defendant Roper should be required to pay her fees and costs in connection herewith, pursuant to Rule 37, SCRCF.
7. Pursuant to Rule 11(a), SCRCF, as set forth herein, Defendant Smalls' counsel consulted with Defendant Roper in an attempt to obtain consent to the relief requested, and is informed and believes that further consultation would serve no useful purpose. *See*, Email of Stephanie Weissenstein, Exhibit 4.
8. To the extent possible, Defendant Smalls reserves her right to challenge objections made by Defendant Roper to certain Interrogatories and/or Requests for Production, which right may be exercised at a proper time in the future of this litigation.

WHEREFORE, Defendant Smalls respectfully prays that this court issue an order pursuant to SCRCF Rule 37(a) requiring Defendant Roper St. Frances Healthcare to fully and completely respond to Defendant Smalls' Requests for Production and Interrogatories; and

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granting Defendant Smalls an award of fees and expenses incurred in connection with the motion,
and for such other and further relief as the court deems just and proper.



Desa Ballard
Stephanie Weissenstein
Law Offices of Desa Ballard
226 State Street
West Columbia, South Carolina 29169
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com
stephanie@desaballard.com

ATTORNEYS FOR DEFENDANT
SMALLS

West Columbia, South Carolina
December 3, 2009

I, Megan Gresham, an employee of the Law Offices of Desa Ballard, do certify that I have, this date, served a copy of: Notice of Motion and Motion to Compel on all opposing counsel by depositing a copy properly addressed, with sufficient First Class Postage affixed to each, in the United States Mail.

Date: 12/3/2009 Signature: 

August 7, 2009

Desa Ballard
Desa Ballard
Kate Landess
LAW OFFICES OF DESA BALLARD
226 State Street
West Columbia, SC 29169
Phone: (803) 796-9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com
kate@desaballard.com

ATTORNEYS FOR THE DEFENDANT
DOMINIQUE SMALLS

I, an employee of Desa Ballard, P.A., do
certify that I have this date served a copy of:

Defendant Smalls Request to Produce to
on all opposing counsel by depositing a copy, the Def.
properly addressed, with sufficient First Class Return St. Francis
Postage affixed, to each, in the United States Mail.
Date: 8/7/09 Signed: STEVE LRU



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

LAW OFFICES OF WILLIAM A.
GREEN,

Plaintiff,

-v-

ROPER ST. FRANCIS HEALTHCARE
AND DOMINIQUE SMALLS,

Defendants.

) IN THE COURT OF COMMON PLEAS
)

) IN THE NINTH JUDICIAL CIRCUIT
)

) CASE NO. 2009-CP-10-0735
)
)

) DEFENDANT ROPER ST. FRANCIS
) HEALTHCARE'S
) RESPONSES TO
) DEFENDANT SMALLS' REQUESTS TO
) PRODUCE
)
)
)

TO: DOMINIQUE SMALLS AND HER ATTORNEY(S):

In accordance with and pursuant to the South Carolina Rules of Civil Procedure, the Defendant, Roper St. Francis Healthcare hereby responds to the Requests to produce propounded by Defendant Smalls as follows:

1. All documents, photographs, diagrams, drawings, or other similar material relating to the claims set forth in the crossclaim dated March 12, 2009.

RESPONSE:

See attached documents bates labeled Hospital Defendant 1-59; see also enclosed disc containing recorded conversations with Hospital Defendant related to the account of Dominique Smalls.

2. All statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to the incident as set forth in the crossclaim. If you have in your possession any statements which you object to producing, for any reason whatsoever, please give the following information relative to those particular documents:

- a) A general description of the statement in question;



- b) The name and any relevant title or relationship of the party making or giving the statement;
- c) The name and any relevant title or relationship of the party taking or recording the statement;
- d) The date which the statement was made and/or taken;
- e) A general description or outline of the topics covered in the statement;
- f) The circumstances under which the statement was made and/or taken; and
- g) The legal and factual basis upon which you make your objection.

RESPONSE:

See enclosed disc which contains recorded telephone calls between Hospital Defendant and

i) Dominique Smalls, ii) Hazel Smalls and iii) the Law Offices of Bill Green.

- 3. All documents identified in response to Defendant Small's continuing Interrogatories to defendant Roper St. Francis and all documents used in preparation of those responses, and for each document produced herewith, identify the Interrogatory for which it is responsive.

RESPONSE:

See attached documents. See answers to interrogatories to determine which documents are produced in response to an interrogatory.

- 4. All documents or materials which relate to the defendant Roper St. Francis' allegations contained in the crossclaim, whether they support the allegations made by Roper St. Francis or refute them.

RESPONSE:

See response to Request to Produce #1.

5. All documents which reflect billing or invoicing by or on behalf of Roper St. Francis for Dominique Smalls, including any statements, notations, drafts, revisions, ledgers and recordings.

RESPONSE:

See attached documents bates labeled Hospital Defendant 27-59.

6. All documents, including any statements, notations, drafts, revisions, ledgers and recordings, which reflect billing or invoicing by or on behalf of Roper St. Francis for any patient identified in response to Interrogatory Number 20 in Interrogatories dated August 7, 2009 from Dominique Smalls to Roper St. Francis.

RESPONSE:

Hospital Defendant objects to this request because it is overly broad and not calculated to lead to admissible evidence.

7. All documents or materials reflecting, evidencing, or referencing the "self-pay" discount provided by or on behalf of Roper St. Francis to Dominique Smalls or any other patient from 2006 to the present.

RESPONSE:

See attached documents bates labeled Hospital Defendant 6-10, 18-20, and 27-59. Hospital Defendant objects to this request as it relates to other patients on the basis that it is overbroad, unreasonably burdensome and not calculated to lead to admissible evidence.

8. All ledgers, statements, memoranda, correspondence, e-mails, text messages or other form of communication which discuss, reference, or mention the "self-pay" discount as it relates to Dominique Smalls or account number 06347-00187, created generated or stored at any time prior to February 6, 2009.

RESPONSE:

See enclosed disc and attached documents bates labeled Hospital Defendant 6-10, 18-20, and 27-59.

9. Any and all documents, photographs, plats, sketches or other prepared documents in your possession or in the possession of your representative or attorney that relate to your claim in this case as identified in your answer to interrogatories.

RESPONSE:

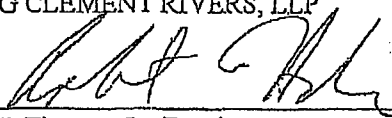
See attached documents bates labeled Hospital Defendant 1-59.

10. All bank records which reflect the deposit or disbursement of funds transmitted to Roper St. Francis on behalf of Dominique Smalls in the amount of \$53,251.00.

RESPONSE:

Hospital Defendant believes Defendant Smalls to be in possession of this information. To the extent that Defendant Smalls is not in possession of this information, Hospital Defendant objects to this request on the basis that it is not calculated to lead to admissible evidence.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr., Esquire

Robert B. Hawk, Esquire

P.O.Box 993, Charleston, SC 29402

(843) 724-6634; cchiavacci@ycrlaw.com

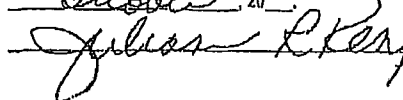
Attorneys for the Defendant Roper St. Francis

Charleston, South Carolina

Dated: 10/16/2009

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 16th day of October, 2009.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
PLAINTIFF,	)	DEFENDANT ROPER ST. FRANCIS
	)	HEALTHCARE'S
vs.	)	ANSWERS TO
	)	DEFENDANT SMALLS'
ROPER ST. FRANCIS HEALTHCARE	)	INTERROGATORIES
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	

TO: DOMINIQUE SMALLS AND HER ATTORNEY(S):

In accordance with and pursuant to the South Carolina Rules of Civil Procedure, the undersigned hereby respond to the Interrogatories propounded by Defendant Smalls to Defendant Roper St. Francis ("Hospital Defendant"), as follows:

1. Give the names and addresses of all persons known to you or your counsel to be witnesses concerning the facts of this case and state whether or not written or recorded statements have been taken from the witnesses and give the name of the person or organization having possession of such statement.

ANSWER: At this time, the following witnesses have been identified:

a) Dominique N. Smalls

4895 River Road
Charleston, SC 29455 (Johns Island)

This witness is expected to testify regarding her knowledge of the facts surrounding i) the allegations in Defendant Smalls' cross-claim against Hospital Defendant, ii) the settlement of a lawsuit pursuant to an automobile accident on or about November 23, 2006, iii) any interaction she has had with agents or others affiliated with Hospital Defendant. See enclosed disc which contains recorded statement. See also summary of statements made on the attached documents bates labeled Hospital Defendant pages 4-5, 8-11.



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- b) Hazel Smalls
4895 River Road
Charleston, SC 29455 (Johns Island)

Mrs. Smalls is the mother of Defendant Dominique Smalls. Mrs. Smalls is expected to testify regarding any and all knowledge, information, or documents of which she is aware which pertain in any way to the pending claim or crossclaim. See enclosed disc which contains recorded statement. See also summary of statements made on the attached documents bates labeled Hospital Defendant pages 15-17.

- c) Hospital Defendant Employees:
Jamaine I. Krider
Stephanie Lindler
Rena Ancrum
Laura Icard
Lori O. Reed
Linda J. Warren
Bernice Capers
2 South Park Circle, Suite 200
Charleston, SC 29407

Expected to testify as to conversations had with co-Defendant Dominique Smalls, her mother, Hazel Smalls, and representatives from her attorney's office. See summary of statements made on the attached documents bates labeled Hospital Defendant pages 1-17.

- d) Anjeanette C. Drayton
Law Offices of Bill Green
3511 Rivers Avenue
North Charleston, SC 29420

This witness is expected to testify regarding telephone conversations with employees of Hospital Defendant regarding status of Defendant Smalls account and claim; Ms. Drayton is also expected to testify about her knowledge of Defendant Smalls' account and the claim handled by the Law Offices of Bill Green. See enclosed disc which contains recorded statement. See also summary of statements made on the attached documents bates labeled Hospital Defendant pages 1-2, 6-7, 12-13.

- e) Jose Garcia
4565 River Road
Charleston, SC 29455 (Johns Island)

This witness is expected to testify regarding the automobile accident he was involved in with Defendant Smalls, which lead to her hospitalization at Roper Hospital. He is expected to testify as to any relevant facts and information

pertaining to the automobile accident.

- f) Alonzo Magrinos
3157 Lot A River Road
Charleston, SC 29455 (Johns Island)
This witness is expected to testify regarding the events and circumstances occurring at the time of the accident which led to Defendant Smalls' hospital stay at Roper Hospital.
- g) Odetta J. Smalls
33-A Flood Street
Charleston, SC 29403
This witness is expected to testify regarding a claim made by Defendant Smalls against her as a result of a car accident on November 23, 2006.
- h) Miguel M. Recinos
3152(A) River Road
Charleston, SC 29455
This witness is expected to testify regarding a claim made by Defendant Smalls against him as a result of a car accident on November 23, 2006.
- i) Scott Drescher
Law Offices of Bill Green
3511 Rivers Avenue
P. O. Box 70306
North Charleston, SC 29415

Attorney Scott Drescher is expected to testify regarding his representation of Dominique Smalls pursuant to a claim arising out of a traffic accident on November 23, 2006 and his knowledge of the billing practices of Hospital Defendant, particularly in regards to the "self-pay discount."
- j) Judi Tedford
Law Offices of Bill Green
3511 Rivers Avenue
P. O. Box 70306
North Charleston, SC 29415

Ms. Tedford is expected to testify regarding any and all knowledge or information known to her regarding the allegations of Defendant Smalls cross-claim and her knowledge of Defendant Smalls' account and the claim handled by the Law Offices of Bill Green.

2. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth, either a summary sufficient to inform the other party of the

important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER:

See responses to Interrogatory #1.

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

ANSWER:

Defendant has not yet retained expert witnesses to testify at the trial of this matter. However, at such time as expert witnesses are identified and retained, the answer to this interrogatory will be amended with additional information and details.

4. For each and every individual whom Roper St. Francis has listed as an expert witness in this case, state the following in detail and with particularity:
 - a) The specific area of expertise in which you contend the person identified is competent to testify;
 - b) Each and every fact which qualifies the person identified as an expert ;
 - c) Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;
 - d) Each and every fact upon which the person identified bases each of his opinions;
 - e) Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

ANSWER: At this time, defendant has not yet identified expert witnesses to testify in this matter. However, the Defendant reserves the right to supplement these answers and responses as discovery proceeds and at such time as expert witnesses may be identified and retained.

5. Set forth a list of photographs, plats, sketches or other prepared documents in your possession or in the possession of your representative or attorney that relate to your claim in this case.

ANSWER:

At this time, Defendant is in possession of the following documents:

- a) Pleadings pertaining to this matter;
- b) Discovery responses of Co-Defendant Smalls;
- c) CareAlliance Health Services Inquiry Processor documentation of account information for Dominique Smalls;
- d) Recordings of phone calls with Roper St. Francis Customer Service relating to account of Dominique Smalls.
- e) Hospital Defendant policy, procedure and guidelines relating to the self-pay discount, financial assistance, and charity care.
- f) Billing statements for the account of Dominique Smalls

6. Set forth a statement of all damages claimed to have been sustained by Roper St. Francis, along with an itemized list of dollar values which you place on each alleged element of damage.

ANSWER:

Hospital Defendant claims \$13,312.75 for the unpaid hospital bill of Dominique Smalls, in addition to actual damages sustained as a result of costs pertaining to recovery of monies owed.

7. Set forth specifically and in detail a complete listing of all persons or entities, whether independent contractors or agents, who performed any clerical, supervisory, management or transmittal of any billing issued by Roper St. Francis to Dominique Smalls or the application or withdrawal of the "self-pay" discount.

ANSWER:

- a) Roper St. Francis Billing Department
- b) Persons listed on Hospital Defendant documents bates labeled 1-17
- c) MedStandard
- d) Applied Business Systems
- e) Medical Data Services

8. Describe how the "self-pay" discount program used by Roper St. Francis operated from 2006 to the present time and identify any and all documents that set forth the policy, establishment, revisions, implementation, execution or guidelines that describe or explain how the program works.

ANSWER:

In 2006 to present, Hospital Defendant granted "self-pay" patients a discount on their hospital bill, at their own discretion, if a patient did not have health insurance. Each patient's individual circumstances are reviewed and evaluated to determine if the discount applies. A patient is provided the opportunity to apply for charity care in addition to any self-pay discount which may have been granted. See attached documents bates labeled Hospital Defendant pages 18-26.

9. From 2006 to the present, to what category of patient did Roper St. Francis apply the "self-pay" discount?

ANSWER:

See Response to Interrogatory #8.

10. From 2006 to the present, how did a patient qualify for the "self-pay" discount?

ANSWER:

See Response to Interrogatory #8.

11. Identify, by name, title, and current address (if known) all persons affiliated with Roper St. Francis or who have acted on its behalf, who have exercised decision-making authority regarding what patients would be given the self-pay discount since 2006 to the present.

ANSWER:

Hospital Defendant objects to this interrogatory on the basis that it is overbroad. Any employee at Hospital Defendant's billing services or patient financial services has the ability to have the self-pay discount granted or withdrawn.

12. State with particularity all facts, if any, which Roper St. Francis contends support its allegation that "it was stated that she [Ms. Smalls] did not have healthcare insurance" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

Admission documents and information provided by the patient or her representative indicated Defendant Smalls did not have health insurance at the time of her admission to St. Francis Hospital on November 23, 2006. See enclosed disc which contains a recorded telephone call between Defendant Smalls and Hospital Defendant in which she states she does not have health insurance.

13. State with particularity all facts, if any, which Roper St. Francis contends support their allegation that "as a courtesy, Roper Hospital grants a self-pay discount to patients to whom services are rendered who do not have insurance and are forced to pay a bill entirely on their own" as set forth on page 2 of the memorandum in support

of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

See attached documents bates labeled Hospital Defendant 18-26.

14. State with particularity all facts, if any, which Roper St. Francis contends support the allegation that "Roper Hospital granted the self-pay discount to Ms. Smalls, and subsequently sent Ms. Smalls a new bill from Roper Hospital in the amount of \$53,251.00" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

Hospital Defendant relies upon the Dominique Smalls billing records for this information. See attached documents bates labeled Hospital Defendant 27-59.

15. State with particularity all facts, if any, which Roper St. Francis contends support the allegation that "prior to the actual settlement, the Law Offices of William A. Green contacted Roper Hospital to determine the exact amount of Ms. Smalls' medical bills" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

See attached documents bates labeled Hospital Defendant 1-2 and 6; see also disc with recorded phone calls between the Law Offices of Bill Green and Hospital Defendant.

16. State with particularity all facts, if any, which Roper St. Francis contends support the allegation that "The Law Offices of William A. Green was informed that the full bill for services was \$66,563.75" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

See Answer to Interrogatory #15.

17. State with particularity all facts, if any, which Roper St. Francis contends support the allegation that "a third party (the insurance company for the driver who hit Ms. Smalls) would be paying for Ms. Smalls' medical bills from a settlement" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

See attached documents bates labeled Hospital Defendant pages 1-3, 6-7; see also Defendant Smalls documents produced in response to Hospital Defendant's discovery requests. Upon information and belief, Defendant Smalls sought medical care at St. Francis Hospital on November 23, 2006, due to an auto accident for which Defendant Smalls was not at fault. Hospital Defendant has requested the claims file relating to the accident from Plaintiff Law Offices of Bill Green, but the Plaintiff has refused to produce the claims file. It is Hospital Defendant's contention that Defendant Smalls claimed her medical bills as actual damages in claims against and settlements with the insurance carriers for Miguel Recinos and Odetta Smalls.

18. State with particularity all facts, if any, which Roper St. Francis contends support the allegation that "it became clear to Roper Hospital that Ms. Smalls was no longer paying the hospital bills on her own" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

See attached document bates labeled Hospital Defendant 6.

19. State with particularity all facts, if any, which Roper St. Francis contends support the allegation that "Roper Hospital withdrew its courtesy self-pay discount" as set forth on page 2 of the memorandum in support of the motion to dismiss filed by Roper St. Francis dated April 24, 2009. Identify with particularity all witnesses, documents, testimony or evidence which supports this allegation.

ANSWER:

See attached documents bates labeled Hospital Defendant 6-10, 27-56. Dominique Smalls incurred a hospital bill of \$66,563.75. She was initially granted the self-pay discount and her account was credited \$13,312.75; subsequently, the credit was removed from Dominique Smalls' account.

20. Identify, by account number and without providing any information or data which is prohibited from disclosure by any applicable law, all accounts on which Roper St. Francis has withdrawn "its courtesy self-pay discount" from 2006 to the present, and as to each, set forth the reason for the withdrawal of the discount.

ANSWER:

Hospital Defendant objects to this interrogatory on the basis that it is overbroad and not calculated to lead to admissible evidence.

21. Have you ever been involved in any legal actions, either as a Plaintiff or a Defendant, which involved allegations that one or more services for which Roper St. Francis billed were billed at an improper rate? If so, give the nature of the action, resolution of action and counsel of record for all parties involved.

ANSWER:

Andrew N. Page, et. al vs. Carealliance Health Services Corporation, d/b/a Roper St. Francis Healthcare, et. al., filed in South Carolina Court of Common Pleas Ninth Judicial Circuit, Civil Action Number: 04-CP-10-3836. Case is pending. Details of the case are public record.

22. Identify with particularity each person, and the job title if any, who provided the information in connection with the Answers by Roper St. Francis to the foregoing Interrogatories.

ANSWER:

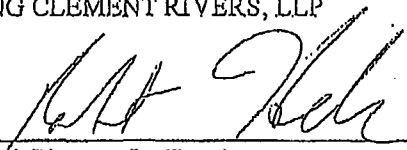
- a) Laura Icard, Coordinator, Patient Financial Services Customer Service Call Center
- b) Counsel for Hospital Defendant

23. Identify, by account number and name of institution, the account into which Roper St. Francis deposited the funds transmitted to it on behalf of Dominique Smalls in the amount of \$53,251.00.

ANSWER:

Hospital Defendant objects to this interrogatory on the basis that it is not calculated to lead to admissible evidence.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr., Esquire

Robert B. Hawk, Esquire

P.O.Box 993, Charleston, SC 29402

(843) 720-5403; rhawk@ycrlaw.com

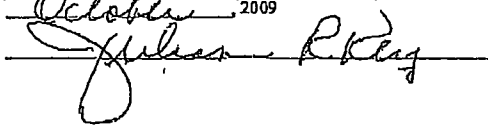
Attorneys for the Defendant Roper St. Francis
Healthcare

Charleston, South Carolina

Dated: 10/16/2009

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to
all counsel of record in this proceeding this 16th day of
October, 2009



Stephanie Weissenstein

From: Stephanie Weissenstein
Sent: Monday, November 23, 2009 11:20 AM
To: 'Hawk, Esquire, Robert B.'; 'Tierney, Jr., Esquire, Joseph J.'
Cc: DesaB
Subject: Green v. Roper (Response to Discovery)

Dear Gentlemen,

In reviewing the responses to discovery submitted by Roper, I noticed you objected to Interrogatory No. 20 and part of Request to Produce No. 7, both which requested information about other patients. It is our position that the material and/or information sought is relevant and that the requests were reasonably restricted so as to not unduly burden Roper. Will you cure the response? If not, we may consider filing a motion to compel next week. Thanks.

Stephanie Weissenstein
Attorney at Law
Law Offices of Desa Ballard
226 State Street
West Columbia, South Carolina 29169
(803) 796-9299 Telephone
(803) 796-1066 Facsimile
www.desaballard.com

The contents of this e-mail are confidential and should be read only by the intended recipient. If you have received this e-mail in error, please delete it and contact the sender.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
	)	
PLAINTIFF,	)	DEFENDANT ROPER ST. FRANCIS
	)	HEALTHCARE
vs.	)	RESPONSE TO
	)	REQUEST FOR ADMISSION BY
ROPER ST. FRANCIS HEALTHCARE	)	DEFENDANT SMALLS
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	
	)	

1. From 2006 to present, approximately 31,400 Roper St. Francis Healthcare patients have been granted the self-pay discount and had that discount reversed.

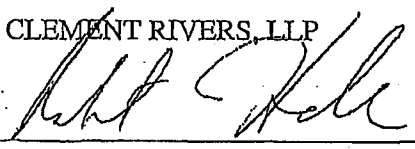
RESPONSE:

Admitted with qualification, Roper St. Francis Healthcare's policy is to grant the self-pay discount to any patient who potentially lacks means by which to pay for medical treatment provided by any one of its facilities, physicians or staff. The discount is automatically granted to any patient account wherein the patient does not provide a health insurance provider. As is often the case, patients enter the hospital system in conditions under which they are not able to provide health insurance information; in these situations, the self-pay discount is granted until Roper St. Francis Healthcare is provided a source responsible for payment for medical services rendered.

As such, the self-pay discount is removed from a patient account for a variety of reasons, including, for example: the patient has health insurance, a third party will cover the patient's medical expenses, a third-party benefit program will assist in paying medical expenses, or the patient is eligible for Roper St. Francis Healthcare's Charity Care program. If any one of these

factors applies to a patient's account, the self-pay discount may be removed. From January 1, 2006, to November 2009, third-party assistance or Roper St. Francis Healthcare Charity Care applied to approximately 31,400 Roper St. Francis Healthcare patients who were initially granted the self-pay discount.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr.

Robert B. Hawk

P.O. Box 993, Charleston, SC 29402

(843) 720-5406; jtierney@ycrlaw.com

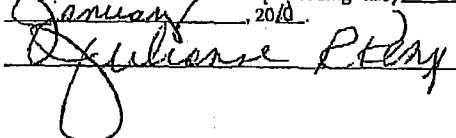
Attorneys for the Defendant Roper St. Francis
Healthcare

Charleston, South Carolina

Dated: January 11, 2010

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 11th day of January, 2010.



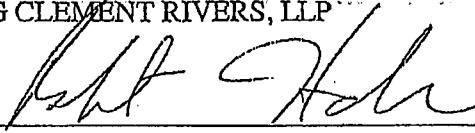
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
	)	
PLAINTIFF,	)	DEFENDANT ROPER ST. FRANCIS
	)	HEALTHCARE
vs.	)	MOTION
	)	FOR
ROPER ST. FRANCIS HEALTHCARE	)	SUMMARY JUDGMENT
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	

TO: DESA BALLARD, ATTORNEY FOR DEFENDANT DOMINIQUE SMALLS:

PLEASE TAKE NOTICE that ten (10) days after service hereof, or as soon thereafter as counsel may be heard, the Defendant Roper St. Francis Healthcare, by and through its undersigned attorney, will move before the Presiding Judge of the Ninth Judicial Circuit, Charleston County for an Order granting the Defendant Roper St. Francis Healthcare Summary Judgment and dismissing the Crossclaim of Defendant Dominique Smalls pursuant to South Carolina Rules of Civil Procedure, Rule 56.

The grounds for this motion are that (1) there is no genuine issue as to any material fact with regard to the cause of action set forth against the Defendant Roper St. Francis Healthcare and (2) Defendant Dominique Smalls has not met the requirements of the South Carolina Unfair Trade Practices Act, in that Defendant Smalls has suffered no ascertainable loss or damages proximately caused by the alleged "unfair" act(s) of Defendant Roper St. Francis Healthcare. Therefore, Defendant Roper St. Francis Healthcare is entitled to Summary Judgment as a matter of law.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr.

Robert B. Hawk

P.O. Box 993, Charleston, SC 29402

(843) 720-5406;

E-mail: jtierney@vcrlaw.com

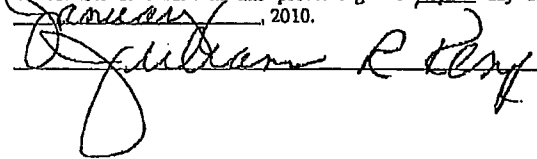
Attorneys for the Defendant Roper St. Francis
Healthcare

Charleston, South Carolina

Dated: January 19, 2010

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to
all counsel of record in this proceeding this 19th day of
January, 2010.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
LAW OFFICES OF WILLIAM A. GREEN,	)	CASE NO. 2009-CP-10-0735
	)	
PLAINTIFF,	)	
	)	
vs.	)	MEMORANDUM IN SUPPORT OF
	)	MOTION FOR SUMMARY JUDGMENT
	)	FILED ON BEHALF OF ROPER ST.
	)	FRANCIS HEALTHCARE
ROPER ST. FRANCIS HEALTHCARE	)	
AND DOMINIQUE SMALLS,	)	
	)	
DEFENDANTS.	)	
	)	

TO: SCOTT DRESCHER, ATTORNEY FOR LAW OFFICE OF WILLIAM A. GREEN
DESA BALLARD, ATTORNEY FOR DOMINIQUE SMALLS:

PLEASE TAKE NOTICE that the below signed attorney on behalf of ROPER ST. FRANCIS HEALTHCARE is submitting the following memorandum of law in support of their Motion for Summary Judgment.

STATEMENT OF THE FACTS

Dominique Smalls was involved in an auto accident on or about November 23, 2006, during which she suffered injuries. She immediately sought medical care for those injuries with Hospital Defendant. For medical services provided by Hospital Defendant, Ms. Smalls incurred a bill in the amount of \$66,653.75. Ms. Smalls does not dispute that services received from Hospital Defendant were properly valued at \$66,563.75, and does not dispute that she was properly charged this amount for the value of the services provided (SEE ATTACHED exhibit A deposition transcript of Dominique Smalls pages 41-43 (through line 3 on page 43)).

Ms. Smalls did not have health insurance at the time of her car accident. As a courtesy and as an effort to ensure that all uninsured patients are able to access quality healthcare without

significant financial consequences, Hospital Defendant grants a self-pay discount to patients to whom services are rendered who do not have insurance and are forced to pay a bill entirely on their own. Ms. Smalls was granted a self-pay discount by Hospital Defendant, which reduced the estimated charges on her bill for services to \$53,251.00.

Ms. Smalls hired the Law Offices of William A. Green to assist her in recovering damages for her injuries from third parties involved in the car accident, as well as from her own insurance company. The Law Offices of William A. Green understood the full value of the services rendered by Hospital Defendant to be \$66,563.75, and used this figure while seeking settlement payments for Ms. Smalls' injuries from third parties.

The Law office of William Green settled Dominique Small's case with the insurance carriers for the parties involved in the auto accident for a total of \$20,000 in March of 2007 (\$15,000 from Permanent General Assurance Corporation and \$ 5,000 dollars from Insurance Company of the State of Pennsylvania, (AIG). In settling these claims Bill Green's office, on behalf of Dominique Smalls, quoted the medical specials from Roper St. Francis Healthcare as \$66,563.75 (SEE ATTACHED exhibits B, March 8, 2007 letter from Scott Drescher, Esq. to Linda Thompson at Permanent General Assurance Company; March 8 letter from Scott Drescher, Esq. to Tom Lauper of AIG Insurance Company; release between Permanent General and Dominique Smalls dated March 28, 2007 and \$5,000 dollar confirmation of payment from Insurance Company of the State of Pennsylvania (AIG) date paid 3/17/2007).

In September of 2007 The Law office of William Green settled Dominique Small's case with the AIG Insurance Company (carrier for Odetta Smalls, insured who owned car Dominique Small's was driving) for \$200,000. Once again, Bill Green's office, on behalf of Dominique Smalls, quoted the medical specials from Roper St. Francis Healthcare as \$66,563.75 (SEE

ATTACHED exhibits C, August 13, 2007 letter from Scott Drescher, Esq. to Olga Fuertes of AIG Insurance Company; September 4, 2007 letter from Olga Fuertes to D. Scott Drescher, Esq.; September 6, 2007 release for \$200,000 dollars between Dominique Smalls and Insurance Company of the State of Pennsylvania (AIG)).

Once it became clear to Hospital Defendant that Ms. Smalls had a third-party insurance carrier paying for her hospital bills, she was no longer categorized as a self-pay patient and no longer met the qualifications for receiving the self-pay discount. Hospital Defendant then retracted the self-pay discount.

\$53,251.00 was paid towards Ms. Smalls bill for services rendered by Hospital Defendant from settlement proceeds obtained from The Law Offices of William A. Green. The Law Offices of William A. Green currently holds \$13,312.75 received in settlement proceeds in its escrow account, which it now desires to deposit with the Court in an interpleader action against Hospital Defendant and Ms. Dominique Smalls. The \$13,312.75 held in escrow represents the difference in the total bill for services by Hospital Defendant and the self-pay discounted bill.

Both Hospital Defendant and Ms. Smalls claim they are entitled to the escrowed money and have filed cross claims to that extent. Ms. Smalls has also filed a claim against Hospital Defendant alleging Hospital Defendant violated the South Carolina Unfair Trade Practices Act.

TWO: FACTS IN CONTROVERSY

Hospital Defendant maintains that it is entitled to withdraw a self-pay discount once it determines that a patient does not meet the qualifications of the discount program. Hospital Defendant claims it has been damaged by Ms. Smalls because she has not paid the full amount of her bill for medical services rendered.

Ms. Smalls claims to have suffered "damages" by being charged the full amount of the bill for medical services rendered once hospital determined a third party payer was paying for the services provided by Roper Hospital. Ms. Smalls claims the withdrawal of the self-pay discount amounts to a "new charge" added to Ms. Smalls's bill for medical services. Ms. Smalls further claims she is being "penalized" by Hospital Defendant's "unfair" and "deceptive" act.

THREE: LEGAL ISSUES

Hospital Defendant will rely on South Carolina case law and statutes relating to the South Carolina Unfair Trade Practices Act ("SCUTPA" or the "Act"), S.C. Code Ann. §39-5-10, et. seq. in seeking summary judgment in this matter.

The Act declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. Code Ann. §39-5-20(a). "A trade practice is "unfair" when it is offensive to public policy or when it is immoral, unethical, or oppressive; a practice is "deceptive" when it has a tendency to deceive." Young v. Century Lincoln-Mercury, Inc., 302 S.C. 320, 326, 396 S.E.2d 105, 108 (Ct. App. 1989)(Judgment affirmed in part, reversed in part on other grounds.). To be actionable under the Act, the "unfair" or "deceptive" method or act must "have an impact on the public interest," which means it must have a "potential for repetition." Crary v. Djebelli, 329 S.C. 385, 387, 496 S.E.2d 21, 23-24 (1998).

An individual may bring an action under the Act only if he suffers an "ascertainable loss" as a result of the use of a method, act or practice found unlawful under the Act. S.C. Code Ann. §39-5-140(a); Young, 302 S.C. at 326, 396 S.E.2d at 108. SCUTPA also allows for recovery of attorney's fees and costs against a party found in violation of the Act. S.C. Code Ann. §39-5-140(a). However, in order to recover damages or attorney fees under the SCUTPA, "one must

prove each of the following three elements by the greater weight or preponderance of the evidence: 1) a violation of the [SCUTPA], 2) proximate cause, and 3) damages.” Charleston Lumber Co. v. Miller Hous. Corp., 318 S.C. 471, 482, 458 S.E.2d 431, 438 (S.C. Ct. App. 1995); Schnellmann v. Roettger, 368 S.C. 17, 23, 627 S.E.2d 742, 745-46 (S.C. Ct. App. 2006). In summary, a party may recover under the Act only if the defendant has committed an unlawful “unfair” or “deceptive” act, and this act proximately causes an ascertainable loss to the party bringing the claim.

**ARGUMENT FOR SUMMARY JUDGMENT TO HAVE UNFAIR TRADE PRACTICES
ACT CLAIM DISMISSED**

While Roper believes that granting of a self pay discount, a benevolent act, could not be characterized as an unlawful “unfair” or “deceptive” act Roper believes Dominique Small’s unfair trade practice claim should be dismissed for failure to have any ascertainable damages.

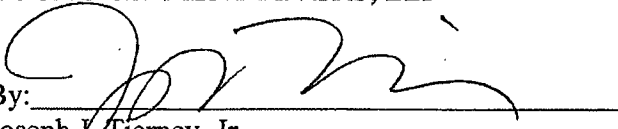
It appears clear based on the documents provided by Bill Green’s office that a component of the settlement agreement with the various insurance companies was to compensate Dominique Smalls for the \$66, 563. 75 Ms. Smalls incurred at Roper St. Francis Healthcare. As of March 17, 2010 Ms. Smalls has only paid \$53,251.00 dollars towards her outstanding medical bill of \$66,563.75. In an unfair trade practice act you must have ascertainable damages to be able to bring the claim (money or real property). As it stands, Roper Hospital has had to incur the costs for nurses, physical therapists and medications they provided to Ms. Smalls during her November 23, 2006 hospital stay at Roper (which have not been fully covered as a result of the difference in the charges for services provided by Roper and the actual payment made by Ms. Smalls). As of March 17, 2010 Roper Hospital has sustained the only ascertainable loss in this action. Dominique Smalls did not provide any services to herself at Roper Hospital yet takes the

position that she is "owed" \$13,375.00 dollars due to a billing discrepancy. The fact that the self pay discount was reversed does not equate to a new charge for Ms. Smalls or an inflation of her bill.

Ms. Smalls claims Roper has damaged her because they are the cause of this money not being disbursed by the law office of Bill Green. Roper has never instructed Bill Green's office not to disburse the funds. Further, even if the funds (\$13,375.00) had been disbursed it would not negate the fact that the bill for services rendered was \$66,563.75 and this is the total owed by Dominique Smalls.

Ms. Smalls claims her "ascertainable loss" is the difference between the amount of the bill with the self pay discount and the amount of total charges. Ms. Smalls has never paid the \$66,563.75 dollar bill and/or provided evidence that she was not able to recoup the costs of this bill from some settlement or third party payer. Ms. Smalls has no out of pocket expenses which relate to an ascertainable loss as a result of her hospitalization at Roper. Ms. Smalls wants Roper to absorb the costs for the services they rendered and were not fully paid for and then walk away with the benefits from a settlement which paid her monies for the full charges of \$66,563.75. This does not equate to ascertainable loss, one of the elements which must be proven in an UFTPC. As a result, Dominique Small's Unfair Trade Practice Claim should be dismissed as a matter of law.

YOUNG CLEMENT RIVERS, LLP

By: 

Joseph J. Tierney, Jr.

Robert Hawk

P.O. Box 993, Charleston, SC 29402

(843) 720-5406; jtierney@ycrlaw.com

Attorneys for the Roper St. Francis Healthcare

Charleston, South Carolina

Dated: March 17, 2010

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was mailed to all counsel of record in this proceeding this 17th day of March, 2010

Monifa Steptight

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2009-CP-10-0735

Law Offices of William A. Green)
Plaintiff,)

vs.)

Roper St. Francis Healthcare and)
Dominique Smalls,)
Defendants.)

**MEMORANDUM AGAINST
SUMMARY JUDGMENT**

Defendant Roper St. Francis Healthcare, by and through its attorney, moved for summary judgment on Defendant Dominique Smalls' cross-claim for unfair trade practices:

FACTS OF THE CASE

On or near December 22, 2007, Defendant and Cross-claimant Dominique Smalls (herein, Smalls) was injured in a car accident on John's Island, South Carolina when her vehicle was struck head-on by another car. (Complaint for Interpleader). Smalls was uninsured at the time of her injuries, and when she sought treatment at Defendant Roper St. Francis Healthcare (herein, "Roper" or "Hospital") and was provided a bill for services rendered based on her status as a "self-pay" patient. She received a bill from Roper showing initial charges of \$66,563.75 but, because she was considered an un-insured/self-paying patient, Roper gave her a discount and issued a new bill in the amount of \$53, 251.00. (Id.). Ultimately, Smalls settled her case with the automobile insurance companies and Roper hospital was paid the \$53, 241.00. (Id., Check from Law Offices of William A. Green to Roper dated December 5, 2007)

After accepting full payment of the \$53,251.00 for services rendered to Smalls, Roper St. Francis unilaterally withdrew the self-pay discount based on Smalls' retention of counsel from the plaintiff, Law Offices of William A. Green for pursuit of civil remedies for her injuries.

(Depo. Of Reed, pp. 35-38). Although Roper knew Ms. Smalls had an attorney at least by December 1, 2006 (Letter of Green), it issued a bill on or near February 26, 2007 showing a balance of \$53, 251.00 and a self-pay discount. (Invoice from Roper). Presumably, after Roper determined Green would be attempting to recover on Smalls' behalf for her injuries, Roper unilaterally withdrew the "self-pay" discount which it had already applied to this hers outstanding balance, causing a new charge to be made against Smalls in the amount of \$13,312.75, which it now seeks to recover. Roper has employed Medical Data Systems to initiate collection proceedings against Smalls for the \$13,312.75.

The Law Offices of William A. Green filed this action to interplead the disputed \$13,312.75 on February 6, 2009 and Roper answered and cross-claimed against Dominique Smalls, alleging that Smalls owed the disputed funds to Roper. Smalls answered and filed a cross-claim against Roper alleging unfair trade practices. Roper filed a motion to dismiss against Smalls' cross-claim, which was denied after hearing on August 5, 2009.

LAW AND ARGUMENTS

Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Rule 56(c), SCRPC. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Brockbank v. Best Capital Corp., 341 S.C. 372, 534 S.E.2d 688 (2000). Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts, Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 534 S.E.2d 672 (2000).

Furthermore, "[s]ummary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues."

Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (1991). In determining whether any triable issue of fact exists as will preclude summary judgment, the evidence and all inferences reasonably drawn therefrom must be viewed in the light most favorable to the nonmoving party. Strother v. Lexington County Recreation Comm'n, 332 S.C. 54, 61, 504 S.E.2d 117, 121 (1998). If triable issues exist, those issues must go to the jury. Rothrock v. Copeland, 305 S.C. 402, 405, 409 S.E.2d 366, 367 (1991).

"At the summary judgment stage of the proceedings, it is only necessary for the nonmoving party to submit a scintilla of evidence warranting determination by a jury for summary judgment to be denied." Hill v. York County's Sheriff's Department, 313 S.C. 303, 308, 437 S.E.2d 179, 182 (Ct. App. 1993)(cert. den. 1994).

"[S]ince it is a drastic remedy, summary judgment 'should be cautiously invoked so that no person will improperly deprived of a trial of the disputed factual issues.' This means, among other things, summary judgment must not be granted until the opposing party has had a fully and fair opportunity to complete discovery." Doe. v. Batson, 338 S.C. 291, 525 SE2d 909 (Ct. App., 1999)(affirmed in part, vacated in part, remanded, Doe ex rel. Doe v. Batson, 345 S.C. 316, 321, 548 S.E.2d 854, 857 (2001).

Under South Carolina's Unfair Trade Practices Act (UTPA) unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are deemed unlawful. S.C.Code Ann. §39-5-20 (1985). A plaintiff bringing a private cause of action under the UTPA must allege and prove the defendant's actions adversely affected the public interest. Daisy Outdoor Adver. Co. v. Abbott, 322 S.C. 489, 493, 473 S.E.2d 47, 49 (1996).

"An unfair trade practice has been defined as a practice which is offensive to public policy or which is immoral, unethical, or oppressive." Wogan v. Kunze, 366 S.C. 583, 606, 623

S.E.2d 107 (Ct.App.,2005)(citing, deBondt v. Carlton Motorcars, Inc., 342 S.C. 254, 269, 536 S.E.2d 399, 407 (Ct.App.2000)).” To be actionable under the UTPA, the unfair or deceptive act or practice must have an impact upon the public interest. Id. at 607(citing Haley Nursery Co. v. Forrest, 298 S.C. 520, 381 S.E.2d 906 (1989)). “An impact on the public interest may be shown if the acts or practices have the potential for repetition.” Singleton v. Stokes Motors, Inc., 358 S.C. 369, 379, 595 S.E.2d 461, 466 (2004) (citing, Crary v. Djebelli, 329 S.C. 385, 387, 496 S.E.2d 21, 23 (1998)).

The potential for repetition may be shown in either of two ways:

(1) by showing the same kind of actions occurred in the past, thus making it likely they will continue to occur absent deterrence; or

(2) by showing the company's procedures created a potential for repetition of the unfair and deceptive acts.

Id.

In this case, the method of unfair trade practices in which Roper St. Francis is engaged has an impact on the public at large. Also, the actions of Roper impact the public in that Smalls is informed and believes that other patients may have been charged unreasonably inflated, or non-discounted prices by Roper St. Francis based solely on the exercise of their right to retain counsel and pursue civil remedies available to them by law and further that such unlawful charges will continue to be assessed by Roper St. Francis. (See by way of example, invoices from other of Green's client's files--redacted for confidentiality). If so, the acts of Roper St. Francis in charging higher rates to patients who have legal counsel or who are pursuing legal action to recover for damages they have sustained or who have insurance creates a negative impact on the marketplace and are unfair and deceptive.

Further, Roper, in answering Smalls' Request to Admit that "From 2006 to the present, approximately 31,400 Roper St. Francis Healthcare patients have been granted the self-pay discount and had that discount reversed" said, "From January 1, 2006, to November 2009, third-party assistance or Roper St. Francis Healthcare Charity Care applied to approximately 31,400 Roper St. Francis Healthcare patients who were initially granted the self-pay discount." (Answers to Request to Admit, dated February 11, 2010).

As for damages, S.C. Code § 39-5-140 states:

Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by §39-5-20 may bring an action individually, but not in a representative capacity, to recover actual damages. If the court finds that the use or employment of the unfair or deceptive method, act or practice was a willful or knowing violation of §39-5-20, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper. Upon the finding by the court of a violation of this article, the court shall award to the person bringing such action under this section reasonable attorney's fees and costs.

S.C.Code Ann. § 39-5-140(a) (Supp.2004). "Actual damages" under Unfair Trade Practices Act include special or consequential damages that are natural and proximate result of deceptive conduct. Taylor v. Medenica, 324 S.C. 200, 479 S.E.2d 35 (1996), rehearing denied.

Smalls has been damaged in this matter by Roper's behavior because the pursuit of additional recovery by Roper St. Francis has caused and continues to cause damages to her in the form of the lost income and use of funds of the money held by Plaintiff law firm, attorney's fees, costs, emotional distress, and other damages. (Depo. Of Smalls, p. 80, lines 3-16). Further,

Smalls would testify, and is informed and believes other discovery, not yet completed, would show that the "excess" settlement moneys in the amount of around \$13,000 paid by AIG could be reasonably inferred to include money for her pain and suffering from the accident and was intended for Roper. That is a question of fact for the jury and is not a matter of law. Lastly, if Roper continues its collection action against Smalls, her credit will be harmed.

Further, on information and belief, Roper St. Francis was aware, at the time it applied the "self-pay" discount, that Smalls was represented by counsel and was pursuing legal remedies available to her under the law; so, its withdrawal of the "self-pay" discount was a willful and knowing violation of the provisions of the unfair trade practices act which entitles Defendant Smalls to recover treble damages as well as reasonable attorneys fees and costs for defending Roper's cross claim and for pursuit of this cross claim. (Cross-claim of Smalls). Despite the fact that Roper received payment in the billed amount of \$53, 251.00, it claims it is owed the additional settlement moneys paid to Ms. Smalls, who claims the funds are intended to reimburse in part as settlement for pain and suffering.

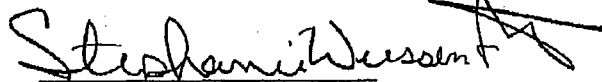
In addressing the issue on Roper's Motion to Dismiss, Judge Dennis said, "Regarding Smalls' claim for unfair trade practices in the application of the self-pay discount, "[y]ou can talk about "charity" all you want but there are some guys -- and I'm not suggesting you guys did it, not at all, but I'm just saying that there is something there." (Order of Dennis, August 5, 2009). "Because it's a hospital, that doesn't exempt them from being sued for unfair trade practices." (Order of Dennis, August 5, 2009).

Smalls would also show that discovery is incomplete in this matter as there is pending before this Court, Smalls' motion to compel Roper to answer certain requests regarding its self-pay discount policies and reversal of the discount for other people. This information is pertinent

to this case and is necessary if the matter goes to trial. The material requested is solely in the possession of Roper, as set forth in Smalls' motion. In CEL Products, LLC v. Rozelle, the Court of Appeals discussed the Lanham case, which found that the trial court erred in ruling on the summary judgment motion without first ruling on Lanham's motion to produce and motion to compel. In Lanham, the information sought in discovery was necessary to respond to a material claim by Blue Cross and the information was in the sole possession of Blue Cross. CEL Products, LLC v. Rozelle 357 S.C. 125, 591 S.E.2d 643(Ct. App. 2004)(discussing, Lanham v. Blue Cross, 349 S.C. 356, 563 S.E.2d 331 (2002)).

The records and testimony in this case clearly set forth more than a scintilla of evidence that, when viewed in favor of Smalls, who is the nonmoving party, there is a legitimate dispute over the ownership of the settlement funds held by Mr. Green, that Roper's conduct in reversing the self-pay discount and laying claim on these funds has harmed Ms. Smalls and is similar conduct has been perpetrated, and likely to again be perpetrated by Roper St. Francis, against other members of the public. For these reasons, summary judgment should be denied.

Respectfully submitted by,



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Attorneys for Defendant Smalls

March 15, 2010

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

LAW OFFICES OF WILLIAM A.
GREEN,

PLAINTIFF,

vs.

ROPER ST. FRANCIS HEALTHCARE
AND DOMINIQUE SMALLS,

DEFENDANTS.

) IN THE COURT OF COMMON PLEAS

) NINTH JUDICIAL CIRCUIT

) CASE NO. 2009-CP-10-0735

) AFFIDAVIT OF LAURA L. CARD

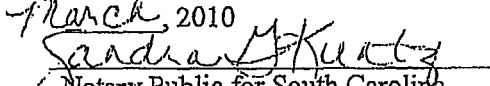
FILED
2010 MAR 17 PM 2:15
JULIE A. ARSITRONG
CLERK OF COURT
BY

The undersigned, being first duly sworn, deposes and says that:

1. I am of lawful age and sound mind;
2. I am a resident of Charleston County, South Carolina;
3. I am employed by Roper St. Francis Healthcare as the Customer Service and Patient Financial Services Coordinator;
4. I am familiar with the self-pay discount offered by Roper St. Francis Healthcare and how it is applied to patient accounts;
5. Since 2006, approximately 31,400 Roper St. Francis Healthcare patients have been granted the self-pay discount and had that discount reversed;
6. In order to determine the reason behind the withdrawal of the self-pay discount for each of these patient accounts, each account would need to be reviewed manually;
7. I estimate it would take Roper St. Francis Healthcare employees between 30-45 minutes to properly manually review a patient account to determine the reason for withdrawal of the self-pay discount;
8. I estimate it would take approximately 15,700 hours for a Roper St. Francis Healthcare employee to properly manually review each patient account to determine the reason for withdrawal of the self-pay discount;
9. This task would be overwhelmingly burdensome on Roper St. Francis Healthcare employees;
10. To dedicate the "manpower" required to properly complete this task would be an incredibly expensive undertaking for Roper St. Francis Healthcare; and
11. It would be a violation of HIPAA to release patient protected healthcare information.

FURTHER AFFIANT SAYETH NOUGHT!


Laura Icard

Sworn to me this 16 day of
March, 2010

Notary Public for South Carolina
My Commission expires
My Commission Expires
March 1, 2015

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No.: 2009-CP-10-0735

VS.

CO-DEFENDANT AND
CROSS-CLAIMANT
DOMINIQUE SMALLS'
MOTION FOR RECONSIDERATION
PURSUANT TO RULE 59(e), SURCH

DEFENDANTS.

Pursuant to Rule 59(e), SCRCp, Counsel for Defendant Dominique Smalls respectfully request that this Court reconsider its March 30, 2010, Order Granting Summary Judgment and denying her Motion to Compel, notice for which was received by the undersigned on April 12, 2010. The grounds in support of this motion are set forth below:

BACKGROUND AND UNDISPUTED FACTS

This matter is before the court because The Law Offices of William A. Green filed this action to interplead funds from the personal injury settlement it achieved for Dominique Smalls. Roper cross-claimed, alleging that Dominique Smalls owed the disputed funds to Roper as payment for care given. Smalls answered and filed a cross-claim against Roper alleging unfair trade practices.

The funds held by Mr. Green's law firm are claimed by both Ms. Smalls and Roper Hospital. After Smalls was injured in a car accident on John's Island, South Carolina, she sought treatment at Roper and was provided a bill for services rendered based on her status as a "self-pay" (i.e., uninsured) patient. She received a bill from Roper showing initial charges of

\$66,563.75, but, because she was considered an un-insured/self-paying patient, Roper gave her a discount and issued a new bill in the amount of \$53, 251.00. While the Order alludes that Ms. Smalls' received ample payment from third party insurance companies, it is undisputed that she instead received the policy limits from the at-fault driver who had only the minimum legal coverage, with the remaining funds coming from her own underinsured carrier. She did not receive enough money to adequately compensate her for her injuries. After the settlement monies were received, the caregivers were tendered funds, including Roper hospital which was paid the \$53, 241.00.

After accepting payment of the \$53,251.00 for services rendered to Smalls, Roper St. Francis unilaterally withdrew the self-pay discount, causing a new charge to be made against Smalls in the amount of \$13,312.75, which it now seeks to recover. Roper moved for summary judgment on the issue of unfair trade practices, and, after hearing, this Court issued an order granting that motion and removing the interpleader case to the Master in Equity.

SUMMARY OF ARGUMENT

In ruling on summary judgment, the court sets forth several conclusions which Defendant Smalls asserts are questions of material facts which should be left to the jury. In summary, Ms. Smalls objects to the following conclusions and requests that Defendant Smalls' Motion to Compel be granted and the award for summary judgment to Defendant Roper be reversed in order that the questions may be presented to a jury upon the completion of discovery:

1. On page 2 of the Order, the Court concludes that "the information sought would prove to be a violation of patient privacy." As Ms. Smalls has suggested, no names or identifying information would be required and may, therefore, be redacted. The

question of "why were the discounts revoked" is directly related to the matter, is discoverable, and should be provided.

2. On page 4 of the Order, the Court concludes that "Counsel for Dominique Smalls put forth no evidence as to any material fact as to how Dominique Smalls was penalized as it was uncontroverted that her hospital bill for total services rendered was neither inflated or changed as a result of the self pay discount being applied and subsequently revoked. Ms. Smalls did not allege she was "penalized" via an inflated bill, but rather she offered testimony and argument at the hearing that she was damaged by the revocation of the self-pay discount because she was not adequately compensated for her injuries, in general. Because the self-pay discount was not reversed until the hospital learned a lawyer was involved, she was penalized for exercising her right to seek counsel and depleted of monies she anticipated receiving as part of her compensation for injuries, in reliance on Roper's representations that her final bill was \$53,251.
3. On page 4 of the Order, the Court concluded that the "self pay discount was not reversed because she obtained legal counsel for her car wreck but rather because she no longer met the condition of the self pay discount. . ." This finding is most erroneous because the court takes a clear question of fact, whether Ms. Smalls' discount was revoked, at least in part, because she hired counsel, which is a crux of this case and determines the answer as a matter of law. This is an error and demands reversal of summary judgment.
4. On page 5 and 6 of the Order, the Court finds as fact that "Counsel argued no issue as to any material fact exists as to how the hospital trying to recover its loss amounts to

an offense to public policy especially in light of Dominique Smalls' receiving a potential windfall based on the hospital's loss." First, there are material questions of fact regarding whether the hospital has suffered a loss, whether the funds in fact belong to Ms. Smalls, and whether the public is harmed by the hospital's regular behavior of revoking the discounts upon which uninsured people rely after those same people exercise their legal right to counsel. Summary judgment should be reversed.

ARGUMENTS AND LAW

The set of facts addressed to the court in this matter for relief under the Unfair Trade Practices Statues presents, upon information and belief, a novel issue of law. In Doe v Batson, 338 S.C. 291, , 525 S.E.2d 909, 915 (Ct. App. 1999), the court determined that "it is imperative that factual foundations are adequately explored, thereby allowing the court to enter this novel area fully informed." The Court relied on ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche, 327 S.C. 238, 489 S.E.2d 470 (1997), for the proposition that, "although all issues of novel impression do not require a trial, summary judgment is inappropriate where further inquiry into the facts is needed to clarify the application of the law." Id.

The issue of unfair trade practices stemming from discount revocation as a result of attorney retention is novel in this State. On hearing Roper's Motion for Summary Judgment, the court viewed the question of damages as a matter of law. It seems to determine that the amount necessary to fully compensate the hospital was either the \$53,251.00 or the \$66,563.75 figure, which is not the issue in this case. Ms. Smalls' claims for violation of unfair trade practices rests on the question of whether the hospital's attempt to re-claim the funds that were paid by her underinsured motorist carrier harmed her. Ms. Smalls would argue that that determination is a question of fact to be presented to the jury.

The Court of Appeals visited the issue of summary judgment on questions of fact versus questions of law when addressing novel issues. In Ellis by Ellis v. Niles, 316 S.C. 516, 450 S.E.2d 631 (Ct. App. 1994), the court determined that, while the trial court believed that the existence of the relationship between a physician and a patient is a question of law, it is, in fact, a question of fact. The court remanded the matter, scolding that "Unfortunately, however, neither issue is presented to this Court with sufficient factual development for us to make a determination, because the trial court, on its own motion, directed a verdict before Ellis presented all of his evidence. Given the novel issues presented by this case, Ellis was at least entitled to present his entire case". Id. at 522.(emphasis added). Similarly, in Smalls' case, the ownership of the funds and the harm resulting to Ms. Smalls *is a question of fact* and should not have been summarily dismissed.

Summary judgment is a drastic remedy that "should be cautiously invoked so that no person will be improperly deprived of a trial of disputed factual issues." Baughman v. American Telephone and Telegraph Company, 306 SC 101, 410 S.E.2d 537 (1991) (internal citations omitted). More importantly, summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 534 S.E.2d 672 (2000). But when discovery is incomplete, "summary judgment 'should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues.' This means, among other things, that summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery." Doe v Batson, 338 S.C. 291, 525 S.E.2d 909, 912 (Ct. App. 1999) (citing Baughman, 306 S.C. at 112, 410 S.E.2d at 543 (internal citations omitted)).

A party bringing a private cause of action under South Carolina's Unfair Trade Practices Act (UTPA) must allege and prove the defendant's actions adversely affected the public interest. Daisy Outdoor Adver. Co. v. Abbott, 322 S.C. 489, 493, 473 S.E.2d 47, 49 (1996); S.C. Code Ann. § 39-5-20 (1985). To be actionable under the UTPA, the unfair or deceptive act or practice must have an impact upon the public interest. Wogan v. Kunze, 366 S.C. 583, 606-607623 S.E.2d 107 (Ct. App. 2005) (citing Haley Nursery Co. v. Forrest, 298 S.C. 520, 381 S.E.2d 906 (1989)). "An impact on the public interest may be shown if the acts or practices have the potential for repetition." Singleton v. Stokes Motors, Inc., 358 S.C. 369, 379, 595 S.E.2d 461, 466 (2004) (citing Crary v. Djebelli, 329 S.C. 385, 387, 496 S.E.2d 21, 23 (1998)).

At the hearing on this matter, counsel for Defendant Roper St. Frances emphasized to the Court that, because of this litigation, the hospital was considering revoking its practice of offering a self-pay discount to patients. Counsel for Roper also argued that "the 'self pay' discount is a courtesy to ensure that all uninsured patients are able to access quality healthcare without significant financial consequences. Counsel argued that a benevolent act such as offering a discount to those not fortunate enough to have health insurance could not be offensive to public policy. Rather, the "self pay" discount actually promotes sound public policy as it assists those without the financial means to pay their hospital bills." (Order).

Defendant does not allege that the discount violates public policy, but, rather, alleges that the arbitrary manner in which it is revoked threatens the public, especially if revocation is responsive to the patient's retention of legal counsel. In this case, Roper St. Francis is engaging in unfair trade practices by revoking the discount after patients retain counsel or attempt to collect funds from at-fault parties, although those patients remain uninsured. This practice impacts the public at large. Smalls is informed and believes that other patients may have been

charged nondiscounted prices by Roper St. Francis based solely on the exercise of their right to retain counsel and pursue civil remedies available to them by law and further is informed and believes that such unlawful charges will continue to be assessed by Roper St. Francis. She presented evidence of this practice through the production of invoices from other of Green's clients' files—redacted for confidentiality—and through Roper's own admission. If this practice is allowed to continue, the unfair and deceptive acts of Roper St. Francis in charging higher rates to patients who have legal counsel, who are pursuing legal action to recover for damages they have sustained, or who have insurance may create a chilling effect on patients' exercising their right to seek assistance from at-fault parties.

In answering Smalls' Request to Admit, Roper said that, "From January 1, 2006, to November 2009, third-party assistance or Roper St. Francis Healthcare Charity Care applied to approximately 31,400 Roper St. Francis Healthcare patients who were initially granted the self-pay discount." (Answers to Request to Admit, dated February 11, 2010). One element of unfair trade practices is the likelihood that the unfair practice will be repeated. It was suggested by the court and Roper that its admission satisfies the discovery request by Smalls as it shows repetition. Smalls would show, however, that while an admission of repetition answers the question in part, only a thorough review of the 31,400 files would establish the REASON for the repetitive revocations and thereby the harmful effect of the repetitive action.. It would prove that revocation came after counsel was retained. The Motion to Compel should have been granted.

By way of error related to the summary judgment motion, although Smalls would argue the hospital isn't as benevolent as it would attest, the question that should have been answered by this court was, "is there a factual dispute, when viewed in favor of Smalls, which should be sent to a jury?" By viewing the public policy issue in terms of the hospital's charity, rather than in

terms of whether the habitual revocation of the discount harms the public, the court made an error and should reverse the award of summary judgment.

By way of second error, Dominique Smalls would argue that the issue of whether she suffered financial harm by the revocation of the discount is a question of fact, rather than law, and should not have been decided on summary judgment. At the hearing, counsel for the hospital argued that, since Ms. Smalls did not allege she was over-billed for her services, then she has no damages.

As to the issue of damages, S.C. Code § 39-5-140 states:

Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by §39-5-20 may bring an action individually, but not in a representative capacity, to recover actual damages. If the court finds that the use or employment of the unfair or deceptive method, act or practice was a willful or knowing violation of §39-5-20, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper. Upon the finding by the court of a violation of this article, the court shall award to the person bringing such action under this section reasonable attorney's fees and costs.

S.C. Code Ann. § 39-5-140(a) (Supp. 2004). "Actual damages" under the Unfair Trade Practices Act include special or consequential damages that are the natural and proximate result of deceptive conduct. Taylor v. Medenica, 324 S.C. 200, 479 S.E.2d 35 (1996), rehearing denied.

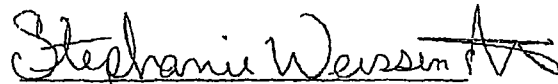
Smalls has been damaged in this matter by Roper's behavior because testimony and evidence at trial would show that the "excess" settlement moneys in the amount of around \$13,000 paid by AIG could be reasonably inferred to include money for her pain and suffering from the accident and was not intended for Roper. Determining the intent behind any excess settlement funds is a question of fact for the jury and is not a matter of law. Further, the pursuit of additional recovery by Roper St. Francis has caused and continues to cause damages to her in the form of the lost income from and use of funds held by Plaintiff law firm, attorney's fees,

costs, emotional distress, and other damages. (Depo. of Smalls, p. 80, lines 3-16). Finally, if Roper continues its collection action against Smalls, her credit will be harmed.

CONCLUSION

The records and testimony in this case clearly set forth more than a scintilla of evidence that, when viewed in favor of Smalls, who was the nonmoving party, there is a legitimate dispute over the ownership of the settlement funds held by Mr. Green, that Roper's conduct in reversing the self-pay discount and laying claim on these funds has harmed Ms. Smalls, and that similar conduct has been perpetrated and is likely to be perpetrated again by Roper St. Francis, against other members of the public. For these reasons, and the other reasons set forth herein, summary judgment should have been denied. Defendant Dominique Smalls respectfully requests that this Court reexamine the matters before it and amend its Order to reverse the award of Summary Judgment and, thereby, allow the matter to be heard by a jury.

Respectfully submitted,

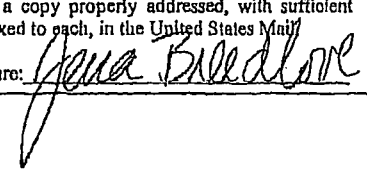


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ATTORNEYS FOR SMALLS

April 22, 2010

I, Jena Breedlove, an employee of the Law Offices of Desa Ballard, do certify that I have, this date, served a copy of: Motion for Reconsideration Pursuant to Rule 59(e), SCRPC on all opposing counsel by depositing a copy properly addressed, with sufficient First Class Postage affixed to each, in the United States Mail

Date: 4/22/2010 Signature: 

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

COPY

APPEAL FROM CHARLESTON COUNTY
Honorable Roger M. Young, Circuit Court Judge

Case No. 2009-CP-10-0735

RECEIVED

JUN 10 2010

SC Court of Appeals

Law Offices of William A. Green,

vs.

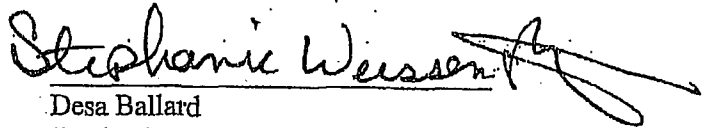
Roper St. Francis Healthcare, ...RESPONDENT

and

Dominique Smalls, ...APPELLANT

NOTICE OF APPEAL

Appellant Dominique Smalls appeals the orders of the Honorable Roger Young filed March 30, 2010 and April 29, 2010. Appellant's counsel received Notice of the latter order on or about May 10, 2010. Copies of each of the orders on appeal are attached hereto and incorporated by reference.



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June 8, 2010

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Attorney for Law Offices of William A. Green

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
Law Offices of William A. Green,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 09-CP-10-0735
	)	
Roper St. Francis and Dominique	)	
Smalls,	)	
	)	
Defendants.	)	

TRANSCRIPT OF HEARING

The within Hearing in the above-captioned case was held on August 5, 2009, before The Honorable R. Markley Dennis, Jr. in Courtroom 4C of the Charleston County Courthouse, 100 Broad Street, Charleston, South Carolina; attended by Counsel, as follows:

APPEARANCES:

Joseph Tierney, Esq.
YOUNG CLEMENT RIVERS
P O Box 993
Charleston, SC 29402
Appearing for Defendant Roper St. Francis

Desa Ballard, Esq.
LAW OFFICE OF DESA BALLARD
226 State Street
West Columbia, SC 29169
Appearing for Defendant Smalls

DEBORAH GARRISON
Circuit Court Reporter - 9th Judicial Circuit
Post Office Box 901
Johns Island, South Carolina 29457
dGarrison@sccourts.org

1 CLERK: Number 132 on the docket, Law
2 Offices of William Green versus St. Francis
3 Hospital.

4 THE COURT: Come forward.

5 MS. BALLARD: Wonderful. I knew
6 there was a benefit of getting here early.

7 THE COURT: It appears that I have
8 two Motions, one a Motion to Dismiss and then
9 the other a Motion to Transfer the case to the
10 Master-in-Equity.

11 MR. TIERNEY: Yes, sir.
12 Procedurally they are both our Motions. The way
13 that they were filed originally, when we
14 answered the interpleader action, ---

15 THE COURT: Right.

16 MR. TIERNEY: --- we filed a
17 Motion to transfer to the Master-in-Equity and
18 then in response to a counterclaim that we made
19 to the interpleader action, they filed an unfair
20 trade practices claim, then we filed a Motion to
21 dismiss the unfair trade practices claim. Mr.
22 Drescher is not here.

23 MS. BALLARD: He's not involved in
24 these Motions.

25 MR. TIERNEY: Okay -- other than

1 the transfer of the ---

2 MS. BALLARD: Correct. Your
3 Honor, I am Desa Ballard. Kate Landess and I
4 represent Ms. Smalls.

5 The Motion to transfer to the Master-
6 in-Equity, we don't have no objection to that,
7 it's our Motion, if our cross-claim against
8 Roper is dismissed. But we requested a jury
9 trial on our claim against Roper, so it kind of
10 depends on where we go with that.

11 THE COURT: Okay. I understand.

12 MS. BALLARD: I understand from
13 Mr. Drescher that he has no objection to the
14 Motion for the case to go to the Master-in-
15 Equity, assuming that my cause of action
16 survives.

17 THE COURT: Then I'll be happy to
18 hear from you on the Motion to Dismiss, Mr.
19 Tierney.

20 MR. TIERNEY: Thank you, Your
21 Honor. Joe Tarn, for the record, on behalf of
22 the Hospital Defendant.

23 The background, just to inform the
24 court a little bit about this, ---

25 THE COURT: Sure.

1 MR. TIERNEY: --- there was an
2 interpleader action filed based on remainder
3 balance for medical bills where Dominique Smalls
4 apparently got into a car wreck sometime in the
5 Year 2006 and became a patient of Roper
6 Hospital.

7 While she was a patient at Roper
8 Hospital for some time, subsequent to her
9 discharge a bill was sent to her reflecting a
10 balance for charges of some \$66,500. On that
11 actual bill there was an actual self-pay
12 discount granted because when Ms. Smalls was
13 actually admitted to the hospital, she informed
14 the hospital that she didn't have insurance. As
15 such, the Hospital has a charitable policy where
16 if you do not insurance coverage they grant this
17 self-pay discount.

18 Around December 27th of 2006, the
19 Hospital received a phone call from the Law
20 Offices of William Green asking how much the
21 balance was for Dominique Smalls' bill. At that
22 time Mr. Green's office was informed that the
23 balance was \$66,500-some-odd-change -- if Your
24 Honor will give me one second.

25 MS. BALLARD: \$66,563.

1 MR. TIERNEY: Thank you. May I
2 approach, Your Honor?

3 THE COURT: Sure.

4 MR. TIERNEY: (Tenders).

5 MS. BALLARD: Your Honor, our
6 Motion is -- we would object to anything being
7 considered outside the pleadings.

8 THE COURT: Unless you've converted
9 it to summary judgment, it's on the pleadings
10 alone.

11 MR. TIERNEY: That's just for the
12 court's edification.

13 THE COURT: There's noting to edify
14 me about.

15 MR. TIERNEY: That's fine.

16 THE COURT: This -- this must be the
17 day for this. You may ultimately win this
18 battle but I -- as much as I tried to do that
19 early-on, I think I finally have realized that
20 the Court of Appeals and the Supreme Court are
21 not going to support somebody trying to
22 expedite. They're going to say, 'Nope, we've
23 got to follow the steps, Judge.'

24 MR. TIERNEY: I understand, Your
25 Honor.

1 THE COURT: So unless everybody by
2 agreement converts it, I can't go beyond the
3 pleadings.

4 MR. TIERNEY: I understand, Your
5 Honor.

6 THE COURT: Thank you so much, but I
7 appreciate your offer. Thank you, sir.

8 MR. TIERNEY: Judge, getting back
9 to the factual background, a phone call was
10 placed by Mr. Green's office, I believe the
11 attorney was Scott Drescher, to the Hospital
12 asking the Hospital what the balance was and
13 explained that there was a pending claim based
14 on the car wreck. As a result of that
15 information, the Hospital ---

16 THE COURT: Changed the amount.

17 MR. TIERNEY: Well, they didn't
18 change the amount. They withdrew ---

19 THE COURT: They said, 'Well, now' --
20 as I understand basically what you're saying is
21 that 'if you're uninsured, this is the price',
22 being good guys. 'But if you've got some
23 insurance, this is the price.' Is that right?

24 MR. TIERNEY: Well, it's not what
25 the price is because they never changed any of

1 the charges. It's actually just what the bill
2 is and what the discount is.

3 THE COURT: Isn't this the subject of
4 something that is being litigated across the
5 state right now? I think it is, the subject of
6 a class action. You -- that's the basis of your
7 unfair trade practices?

8 MS. BALLARD: Your Honor, -- Desa
9 Ballard, again, for Smalls. The basis of our
10 claim for unfair trade practices is that Mr.
11 Smalls is being penalized by virtue of ---

12 THE COURT: I, really and truly, on
13 the pleadings -- you may ultimately -- don't
14 misunderstand what I'm about to say. I am not
15 passing on the merits of that position, at all.
16 I just think -- to me it creates a legitimate
17 claim under the unfair trade practices, unless
18 you tell me that the Hospital is immune from
19 that.

20 MR. TIERNEY: Your Honor,
21 litigation is going on throughout the state
22 based on hospital charges more to uninsured
23 patients. This is completely different than
24 that. What they are saying in this case is ---

25 THE COURT: It's close. It may be a

1 first cousin to it, though. Frankly, Mr.
2 Tierney, I really and truly -- I probably --
3 this one I am comfortable, I'm not going to
4 dismiss this one on the pleading because I think
5 that's a legitimate claim that is being made,
6 that -- because it's a hospital, that doesn't
7 exempt them from being sued for unfair trade
8 practices. There is no question that they've
9 got to prove this but -- again, I am not going
10 outside the pleadings, whether or not it is or
11 it isn't.

12 MR. TIERNEY: If I may be heard on
13 one point?

14 THE COURT: Sure.

15 MR. TIERNEY: My original argument
16 based on the 12(b)(6) Motion is, to add an
17 unfair trade practices claim you have to have
18 damages of some sort. There are no damages in
19 this case.

20 THE COURT: Are you telling me that
21 you'all have changed your position, that 'we
22 don't want this money.'

23 MR. TIERNEY: It is money owed us.

24 THE COURT: No, it's not. That's the
25 whole issue in a nutshell. You can't -- I hate

1 to tell you this and I probably just need to --
2 but, (pause). I think that I've got to go
3 outside the pleadings to rule on that issue as
4 to whether it is or it isn't. I can't --
5 they've pled something, they've pled an unfair
6 trade practice. You've said, 'Well, you owe me
7 this money.' I don't know whether you do or you
8 don't, because the pleadings -- the pleadings
9 are fine. There is nothing wrong with the
10 pleading. It's a cause of action. So I'm
11 deciding it in that very narrow window.

12 I will also recuse myself from hearing
13 this Motion for summary judgment because I have
14 a bias, because it happened to me. I had a
15 stent put in 2006. The doctor told me how much
16 it was going to cost. I paid that, paid my
17 portion. They said, 'If we put in the stent, we
18 will have to keep you overnight to observe you.'
19 I went in about 3:00 o'clock, the doctor came by
20 about 8:45 and released me. Went to check out
21 and I said -- I'd paid everything. I guess the
22 only thing that wasn't paid was the hospital
23 stay. I was told that my bill was \$74,000 for
24 my one-night stay in the hospital. Well, lo and
25 behold, when I got my Blue Cross-Blue Shield

1 allocation of what they agreed to pay or not
2 pay, amazingly -- you know what it ended up?
3 That \$74,000 bill that I owed and that lady
4 said, 'How much do you want to pay?' I'm
5 telling now why I'm biased. I said, "I'm not
6 going to pay a dime. You sue me." You know
7 what happened? In three months they sent me a
8 check for \$200, because I had overpaid it. Now,
9 I'm sorry. I hear you but there's something
10 going on. Somebody needs to get to the bottom
11 of it. You can talk about "charity" all you
12 want but there are some guys -- and I'm not
13 suggesting you guys did it, not at all, but I'm
14 just saying that there is something there. I am
15 not going to decide the summary judgment. I
16 refuse to.

17 This is clearly not about -- you
18 haven't lost your summary judgment at all
19 because you insisted that it be on the
20 pleadings.

21 All I've done is decided it on that
22 issue. Frankly -- I've said this story before,
23 but I learned from it. Bill Howard defended in
24 a case where I ruled and somehow -- I guess the
25 two others on the panel saw it and said, 'You

1 know, if we send this back they're ultimately
2 going to get to this point.' Bill basically
3 nodded and said, 'I don't have any problem with
4 the decision. What I have a problem with is
5 that the judge considered matters outside of the
6 pleadings.' I did.

7 Sort of as you said, I gained an
8 appreciation of the circumstances. Saw it as
9 a lawyer and said -- I granted the summary
10 judgment, I dismissed it. I can't do that.
11 I'd do you a disservice if I did. You may win
12 on summary judgment, though. Good luck to you,
13 sir. Thank you.

14 MS. BALLARD: Is the Motion to
15 refer now moot?

16 THE COURT: The Motion to refer, do
17 you want that to happen?

18 MR. TIERNEY: If everybody
19 consents that the interpleader ---

20 THE COURT: You said that you've
21 asked for a jury trial on it?

22 MS. BALLARD: We've asked for a
23 jury trial on our portion of it. Yes, sir.

24 THE COURT: So at this point why
25 don't you just withdraw it until there is some

1 -- the next step may result in that being
2 dismissed. If it is -- because I would rather
3 do that than deny it.

4 MR. TIERNEY: That's fine.

5 THE COURT: I tell you what, don't
6 withdraw it. We'll continue the Motion for the
7 case to develop.

8 MR. TIERNEY: That's fine. Thank
9 you, Your Honor.

10 MS. BALLARD: Thank you, Your
11 Honor.

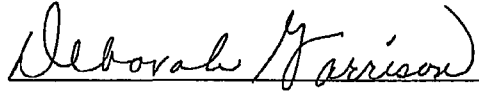
12 THE COURT: Good luck to you.

13 (HEARING CONCLUDED)
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CERTIFICATE OF REPORTER

I, the undersigned, Deborah Garrison,
official court reporter for the 9TH Judicial
Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true,
accurate and complete transcript of the hearing
held Held before The Honorable R. Markley
Dennis, Jr., on August 5, 2009;

I further certify that I am neither kin nor
counsel to any of the parties and have no
interest in the outcome of this action.



Deborah Garrison
Circuit Court Reporter
9th Judicial Circuit

Charleston, South Carolina

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF CHARLESTON 2009-CP-10-0735

LAW OFFICES OF
WILLIAM A. GREEN,

Plaintiff,

-vs-

ROPER ST. FRANCIS
and DOMINIQUE SMALLS,

Defendants.

)
)
) TRANSCRIPT OF RECORD

)
) March 18, 2010

)
) Charleston, South Carolina

B E F O R E:

The Honorable Roger M. Young, Sr., Judge.

A P P E A R A N C E S:

Stephanie Weissenstein, Esquire
Attorney for the Plaintiff

Joseph Tierney, Esquire
Attorney for Defendant Roper St. Francis

Amanda K. Haffenden, RPR, CRR
Circuit Court Reporter

1 (Wednesday, March 18, 2010.)

2 THE COURT: All right. We're here on green
3 versus Roper Hospital and Smalls. Summary judgment
4 motions on here. And I read the stuff y'all gave me, and
5 what I just got this morning from Smalls side says
6 discovery is not finished yet, so isn't that kind of
7 basic, that you need to finish that up before we can do
8 summary judgment?

9 MR. TIERNEY: Well, actually the motion for
10 summary judgment was filed, I believe, prior to this
11 request. I might be wrong about that.

12 THE COURT: But if it's not done, it's not
13 ready. It's not ripe.

14 MR. TIERNEY: Well, I have an objection to
15 what they've asked for in discovery. I don't think the
16 discovery is relevant to the issues in this case.

17 THE COURT: What do they want?

18 MR. TIERNEY: They want -- to give you a
19 little bit of background, this case involves --

20 THE COURT: I know what it involves. I read
21 the memos. What do they want from you? They want
22 complete discovery, so that we can rule on the summary
23 judgment motion or go to trial.

24 MR. TIERNEY: They want us to go through
25 31,000 patient files and determine why a self-paid

1 discount was revoked on those 31,000 patients, and our
2 position is, A, first of all, it would be a HIPAA
3 violation for us to provide any of that information, and
4 the second is it's irrelevant for them to need that
5 information to prove an unfair trade practices claim.

6 And if you'll note, I submitted an affidavit
7 from Laura Icar which basically gives them the
8 information they need, as far as proving the elements of
9 the unfair trade practice claim which would be
10 repetition, and I believe that's why they wanted these
11 documents is to prove repetition. I've submitted an
12 affidavit from Roper employee who said he's done it
13 31,000 times.

14 THE COURT: You're basically saying you agree
15 with everything they say. There is no factual dispute
16 that you give this discount and you, in the same
17 circumstances --

18 MR. TIERNEY: Absolutely. There is no
19 factual dispute that we give a self-paid discount and
20 that we reverse the self-paid discount when we found out
21 that there is a third party payor or a payor who is going
22 to be responsible for the medical bills. So their
23 requests, the information they want --

24 THE COURT: And you're willing to stipulate
25 to that if I rule against you and you got to go to trial?

1 MR. TIERNEY: That we do the self-pay
2 discount and reverse it?

3 THE COURT: Yes.

4 MR. TIERNEY: Yes. There is no question
5 about it.

6 THE COURT: Is that satisfactory?

7 MS. WEISSENSTEIN: In addition to the
8 repetition, one of the points that Ms. Smalls would like
9 to make is that this practice is unfair because of the
10 arbitrary manner in which the self-paid discount is
11 granted and then taken away by any random person, really,
12 who might answer the phone that day or might be working
13 in the billing department that day.

14 So it's not only that this happened to this
15 31,000 times, but sort of the willy nilly way in which it
16 happens we think is relevant to Ms. Smalls' claim for
17 unfair trade practices.

18 THE COURT: So you want them to go and tell
19 you 31,000 different reasons why they revoked the
20 discount?

21 MS. WEISSENSTEIN: More or less, yes, sir.

22 THE COURT: Okay. Well, that ain't
23 happening, so you got to come up with something better
24 than that.

25 MS. WEISSENSTEIN: Okay.

1 MR. TIERNEY: And I don't enjoy proving my
2 opposition's case, but I believe they can call Laura Icar
3 to the stand. They've taken her discovery deposition,
4 and she tells them why, the circumstances why they
5 reversed the self-pay discount. That testimony is going
6 to be in the record. It already is in the form of her
7 deposition testimony, so that is why I don't believe that
8 information that they're seeking prejudices them at all
9 for this motion for summary judgment. They've already
10 gotten that information.

11 THE COURT: Okay. All right. Well, is that
12 the only other thing that you need in order to go forward
13 on this motion?

14 MS. WEISSENSTEIN: That is correct, sir.

15 THE COURT: Okay. Well, I'm not going to
16 make them give you 31,000 records and then you sit there
17 and ask somebody about 31,000 different reasons why.
18 That is just way too burdensome, and they're willing to
19 basically stipulate to whatever it is that you want to
20 suggest is nefarious on their part, and they're saying
21 it's perfectly legitimate on their part.

22 It doesn't really sound like there is a real
23 factual dispute at all. All right. Let's go ahead and
24 rule on the motion then.

25 MR. TIERNEY: Thank you, Your Honor. The

1 motion for summary judgment is based on two factors, and,
2 obviously, Your Honor is aware of the unfair trade
3 practices claim. We talked about whether or not it's
4 something that is offensive or deceptive to the public,
5 whether or not there is a chance for repetition, or if it
6 is a repetitive act, and, finally, the most important
7 element you have to prove as a plaintiff, or a claimant,
8 is that you have ascertainable damages, and ascertainable
9 damages are money damages or real property damages, not
10 noneconomic damages.

11 Our position in this case is, first of all,
12 we don't think our policy is offensive. It's a discount.
13 There is no question in the record, based on the
14 deposition testimony of Dominique Smalls, who was the
15 actual patient in this case, that the services that were
16 rendered to her, while she was a patient at Roper on
17 November 23rd, 2006, were actually rendered and billed
18 appropriately.

19 Now, in their complaint, they allege that
20 charges were inflated. There has been absolutely no
21 testimony of that whatsoever, and I asked Dominique
22 Smalls and it's part of one of the exhibits I submitted
23 to the Court --

24 THE COURT: What she got charged is what
25 everybody gets charged for the same procedures?

1 MR. TIERNEY: What everybody gets charged for
2 the same procedures, and there is absolutely no testimony
3 in the record that suggests otherwise. She gets charged
4 that. When they find out that, in fact, she does have an
5 attorney -- and it's not just based on the fact that she
6 has an attorney -- and there are recorded telephone
7 calls, there is correspondence between the law office of
8 Bill Green and Roper St. Francis billing department --
9 and by the way, this is a frequent occurrence between
10 many law offices in this town and the Roper St. Francis
11 billing department, where they call and they want to know
12 how much their clients' bills are because they're trying
13 to negotiate a settlement with some insurance carrier or
14 some party as a result of the underlying accident.

15 In this particular case, when Bill Green's
16 office calls within three weeks -- actually, I think the
17 first call took place while Dominique Smalls was still at
18 the hospital. They told Bill Green's office what the
19 total charges were. Now, at some point they decided to
20 reverse the self-paid discount, and I think it's
21 important to tell the Court that it is a discount. It's
22 not something they're required to do. There is no
23 policy. There is no statute.

24 THE COURT: It's a matter of grace.

25 MR. TIERNEY: It is. They offer a discount

1 because this woman came to the hospital and she didn't
2 have health insurance. They offer several different
3 discounts. There is a charitable discount that anybody
4 can apply for if you're not able to pay your medical
5 bills, this self-paid discount -- which, by the way, is
6 automatically put on somebody's account by a computer
7 system.

8 When you walk in the door to Roper Hospital
9 and you tell the hospital that you don't have insurance,
10 they, when they're entering all your information on the
11 admission form, this self-paid discount is automatically
12 generated. Throughout the course of the year, and I'm
13 talking about the calendar year 2007, it's very evident
14 from all of the testimony and record in this point and
15 correspondence from Bill Green's office that they're
16 trying to negotiate a settlement with not only the driver
17 who was involved in the auto accident, but with a woman
18 named Odetta Smalls, who is the relative of Dominique's
19 insurance company.

20 Dominique Smalls was driving Odetta Smalls'
21 car at the time of the accident, so she sued Odetta for
22 underinsured coverage and underinsured coverage. They
23 actually negotiated two different settlements: They
24 settled with the driver of the auto accident for \$20,000
25 in total, and then they settled with Odetta Smalls'

1 policy for \$200,000.

2 Now, this whole time there is phone calls to
3 the Roper St. Francis billing department asking, How much
4 are the charges in this case? And at every juncture,
5 Roper said the charges are \$66,500 and something dollars,
6 whatever they are, and Bill Green's office is well aware
7 from past negotiations, over automobile accidents and
8 other claims, that the self-paid discount does, in fact,
9 get taken away if Roper believes that there is going to
10 be another party paying for these medical bills.

11 And I'm getting a little off subject here
12 because my first point is that it's not offensive to
13 public policy because it's a discount, and it's no
14 different than what Medicare requires of every member of
15 the bar of this state every day.

16 It's called the Medicare secondary payor act,
17 where Medicare conditionally pays someone's medical bills
18 and then you are required, if you're involved in
19 litigation as a defendant or a plaintiff, that if there
20 is some settlement in the negotiation, you have to notify
21 Medicare that there is a third party who is going to be
22 paying these medical bills, and you have to pay Medicare
23 back. It's the exact same thing.

24 We give a discount, and then when we find out
25 someone is actually going to pay the medical bills, we

1 ask for the money back, and the reason we ask for the
2 money back is because Roper is actually paying the
3 nurses. They're paying the techs who provide care.
4 They're paying the pharmaceutical company who supplies
5 the medications to Dominique Smalls, and that --

6 THE COURT: Well, the conditions under which
7 you granted the discount no longer exist, is my
8 understanding.

9 MR. TIERNEY: That's exactly -- that's the
10 quickest way to say it, is that the condition changed.
11 We granted the discount because you weren't able -- you
12 didn't have a source to pay the medical bills, and now
13 you do, so we reversed it. So I don't think that is
14 offensive to public policy to do that, and I think if
15 that is offensive to public policy, then what is going to
16 end up happening is that Roper is going to cut out the
17 self-pay discount completely.

18 That is going to be the end result of this,
19 and I'll tell the Court right now that as a result of
20 this litigation, those discussions are taking place right
21 now, and every attorney's office who wants to negotiate a
22 lien with Roper right now is probably going to have a
23 tough time doing it because of the expenses that have
24 been exhausted in this case, based on us giving a
25 discount. All right?

1 So I don't think it's offensive to public
2 policy that we do a benevolent act. The second thing and
3 the most important thing is I don't believe Dominique
4 Smalls can claim any ascertainable damages in this
5 action, and I said that originally, that ascertainable
6 damages is a specific statute. Those are money damages
7 or property damages, not noneconomic damages, and I know
8 they supplied a memorandum to the Court and they said
9 that she's got migraines as a result of this, those are
10 noneconomic damages.

11 Ascertainable damages are hard damages, and
12 in this case, it's very important. Dominique Smalls paid
13 \$53,000 some odd dollars because that is what she thought
14 she owed based on the self-paid discount. She hasn't
15 paid the remainder of that balance, \$13,000, whatever it
16 is. Roper is out of pocket that money, and that is why I
17 said -- well, I mentioned the nurses and the techs and
18 the other people, we're eating those costs right now for
19 those services that we provide that in her deposition she
20 agreed that those charges were inflated. Those were
21 actually serviced provided while she was a patient there.

22 So there is this \$13,000 discrepancy that is
23 money owed to the hospital, and by the way: We never
24 wrote Bill Green's office and told Bill Green's office
25 not to disburse these funds. There is a interpleader

1 action that you're aware of as to who actually should get
2 the money. We've never done anything to Bill Green's
3 office and said don't disburse this money, and if they
4 had disbursed this money, it would have been a question
5 of whether or not Dominique Smalls chose to pay the money
6 back.

7 But Dominique Smalls didn't provide any
8 services to herself at Roper Hospital during her
9 admission. One would have to believe that she actually
10 is owed this money for some good or services that she
11 provided. It's simply the fact that this was the
12 services rendered, and this is what the charge is.

13 So I think as far as ascertainable damages
14 are concerned, there is no way that she has any in this
15 case. Roper is the only one who has any damages as of
16 today. When you bring an unfair trade practices claim,
17 you have to have ascertainable damages. You can't say
18 down the road, I think I'm going to get some, and I think
19 that is probably what the basis of the interpleader
20 action will be.

21 They're going to wait to see what the
22 decision is with the interpleader action, who gets the
23 money, and then say okay. Well, if it's ruled that Roper
24 got the money, now we have an issue that she's out this
25 \$13,000. Right now she's not out 13,000, Roper's out

1 13,000.

2 So that is my position as far as the unfair
3 trade practices. I surely don't think she sustained any
4 damages. She's paid \$53,000. That is all she believes
5 she owes, so it's not like she paid \$66,000 and then saw
6 I had self-paid discount for 53 and is saying we owe her
7 13 because she's actually out of pocket 13. She's not
8 out of pocket anything right now.

9 The only person that is out of pocket is
10 Roper, and the money at the interpleader action, if the
11 interpleader action is heard and the money is awarded to
12 Dominique Smalls, Roper is going to eat that 13,000 in
13 costs. That is the reality. If it's awarded to Roper,
14 it's simply paying for the services rendered.

15 THE COURT: All right. Thank you. You want
16 to be heard?

17 MS. WEISSENSTEIN: Your Honor, Dominique
18 Smalls was an 18-year-old girl who was hit head on and
19 injured fairly substantially. Odetta Smalls is her
20 mother, and it was her uninsured motorists' coverage that
21 provided most of the settlement charges, so it's not some
22 third party that caused this accident.

23 And during Ms. Smalls' stay at Roper, Roper
24 knew that she had an attorney, and they still provided
25 her with this discount, based on the self-pay, and it's

1 the reliance on this discount that attorneys are
2 negotiating settlement, and in this case, there wasn't
3 enough money from either one of these companies to
4 compensate Ms. Smalls for her injuries, for her loss and
5 lifestyle, for her pain and suffering.

6 And it's our position that knowing that there
7 was this available discount and negotiating with these
8 settlements with the insurance companies, then this was
9 compensation for Ms. Smalls for her injuries, for the
10 pain and suffering. It's not actually money that belongs
11 to Roper, and we think this is a question of fact. We
12 don't think that as a matter of law Roper is just
13 entitled to this money, which if not able to get summary
14 judgment would be inappropriate in this matter. We
15 believe this is part of the claim that belongs to a jury.

16 And it's a customary practice of injury
17 lawyers to negotiate with the insurance companies for the
18 full amount of all the medical services provided because
19 it's also the customary practice of there to be
20 percentages paid, including to Medicaid, where they don't
21 pay the full amount because they know that there are
22 additional damages owed or, I guess, attributed to these
23 people who are injured in these accidental claims.

24 THE COURT: They're not under any obligation,
25 though, to negotiate with them to give them a lower fee,

1 are they?

2 MS. WEISSENSTEIN: I'm sorry?

3 THE COURT: You said it's customary for
4 attorneys to negotiate with health care providers to get
5 a discount, but it's not required that they give them a
6 discount, is it?

7 MS. WEISSENSTEIN: It's not required, but we
8 would show that when this discount is granted and there
9 is a bill that says this is how much you owe and the
10 negotiations begin and there is this idea that this is
11 what we're going to have as our end result for damages
12 and the pain and the suffering and the compensation for
13 the injuries, and then the hospital sees, Oh, look.
14 There might be some more money out there. We're going to
15 take back what we said, even though maybe the parties,
16 the injured parties, the attorneys, have relied on it,
17 and pursue the whole damages, which then leaves the
18 injured person without compensation they had been
19 depending on, and it could affect their decision making,
20 had she known that Roper was going to take away this
21 discount and her decision made in the pursuit of
22 settlement versus litigation could have been altered. So
23 I think that have you a reliance issue here.

24 THE COURT: But isn't it the conditions under
25 which the discount was offered don't exist at the time

1 she settled it? Because somebody else was paying the
2 bill, they gave her the discount, based on the fact that
3 she, alone, would be paying the bill, and not her health
4 insurance company or the government, but that she would
5 be paying it.

6 And they say, If you're the one that is going
7 to be on the bill, we'll give you this discount, and then
8 they found out that somebody else was going to be paying
9 it.

10 MS. WEISSENSTEIN: Well, we would say it's
11 not necessarily someone else when it's the uninsured
12 motorist's coverage that is paying the bill because
13 it's -- the premiums are paid by, you know, this family
14 for this purpose.

15 MR. TIERNEY: If I could be heard for one
16 minute, not to interrupt, but there was a great example
17 that I used in Dominique Smalls' deposition. Dominique
18 Small works for Intercontinental Hotels. She works at a
19 switchboard where she takes reservations, and in her
20 deposition, I said, Okay, if somebody calls you and says
21 that they're an AARP member, do they automatically get a
22 discount on their bill?

23 And she said yes.

24 And I said, What is required of them then?
25 And she agreed with me. I said, When you get to the

1 hotel desk, you got to show your AARP card, right?

2 Yeah.

3 And if you don't show your AARP card, what
4 happens by policy?

5 The discount gets reremoved. It's the exact
6 same thing.

7 THE COURT: All right.

8 MS. WEISSENSTEIN: Your Honor, actually, she
9 said that usually -- they'll just grant the discount
10 anyway, based on the assertion of I'm a member of AARP.

11 THE COURT: That might be, but the point he's
12 trying to make is they -- she represented that presumably
13 that her health insurance company, it either didn't exist
14 or wasn't going to be paying the bill. She was going to
15 be paying the bill out of her pocket, and then they
16 determined that later on that whatever the conditions
17 were that existed, which they offered a discount, which
18 they weren't required to. As I said, it was a matter of
19 grace no longer existed, so they were free to withdraw
20 the discount.

21 MS. WEISSENSTEIN: She never did have health
22 insurance, and, again, I want to, you know, point out
23 that policy limits did not fully compensate her for the
24 injuries.

25 THE COURT: I was reading something. Didn't

1 Bill Green's office represent to whoever they were
2 negotiating a settlement with that the bill was, in fact,
3 the higher bill, the non-discounted bill is what she was
4 on the hook for?

5 MS. WEISSENSTEIN: It would be my practice
6 for them not to.

7 THE COURT: I don't know. I was reading
8 something either last night or a little bit ago,
9 yesterday afternoon or a little bit ago, that in fact,
10 when Bill Green's office was negotiating with whoever
11 they negotiated with to settle the claim, they
12 represented to them, She's got 66,000 worth of medical
13 bills, not she's got \$53,000 worth of medical bills; is
14 that not correct?

15 MS. WEISSENSTEIN: That is true.

16 THE COURT: Okay. Well --

17 MS. WEISSENSTEIN: But, again, we still
18 maintain it was with the understanding --

19 THE COURT: Isn't that a bill of unclean
20 hands there?

21 MS. WEISSENSTEIN: We believe it's a question
22 of fact whose money it is.

23 MR. TIERNEY: If I can be heard on one point.
24 We can be clear on that if we say whose money it is, it's
25 not about the money that is in the trust account. There

1 is a \$66,000 bill for services rendered. She owes the
2 remaining balance.

3 This money about whose money it is, she
4 didn't pay for the services that were rendered, and there
5 is no testimony that the services were inflated or
6 anything like that. That is what the bill is.

7 THE COURT: Okay. All right. I'm sorry. No
8 more interrupting her. She gets to finish. You get to
9 respond.

10 MR. TIERNEY: I apologize.

11 THE COURT: Do you want to say anything else?

12 MS. WEISSENSTEIN: No, Your Honor.

13 THE COURT: All right. Are you involved in
14 this.

15 MR. DRESCHER: I'm involved in the
16 interpleader holdings, so I don't really have any say at
17 this point in time.

18 THE COURT: Okay. All right. Mr. Tierney?

19 MR. TIERNEY: Yes, sir. Unless the Court
20 needs more information on the summary judgment motion, I
21 believe we covered the points for that motion, Your
22 Honor.

23 THE COURT: All right. Well, you know, the
24 way I see, this as far as this being an unfair trade
25 practices act, I don't buy it. I think it's good public

1 policy to ask that the health care provider offer a
2 discount if the person needs -- is in a self-pay
3 situation and that to revoke it under these circumstances
4 probably eliminates that discount, so rather than being a
5 bad public policy, I think it's probably good public
6 policy to encourage them to offer the discount.

7 And because it's a matter of grace, they set
8 up the circumstances under which the discount is offered,
9 and if they find the discount no longer exists, I think
10 they are perfectly free to withdraw the discount, so as
11 to the summary judgment motion for this being an Unfair
12 Trade Practice act, I'll grant that.

13 MR. TIERNEY: Thank you, Your Honor. Would
14 you like me to prepare an order?

15 THE COURT: Yes, sir. All right. Do I need
16 to deal with anything else on this file today?

17 MR. TIERNEY: The only other question, and
18 maybe Mr. Drescher would like to respond to this, is that
19 we figured in the interest of judicial economy, for the
20 interpleader action, I originally filed a motion to have
21 it transferred to master in equity.

22 I thought that that would be the quickest way
23 to have it heard, and that is why I filed that motion. I
24 don't know if there is any objection to that.

25 THE COURT: Okay. All right. Well, just do

1 that up, because we got to -- I guess it's a three prong
2 order. I denied the motion to compel, granted the motion
3 for summary judgment, and granted the motion to refer it
4 to the master.

5 MR. TIERNEY: Thank you, Your Honor.

6 THE COURT: Okay.

7 MR. TIERNEY: Thank you, sir.

8 THE COURT: All right. Thank you.

9 - - -

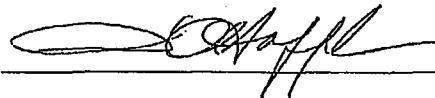
10 (Whereupon, the proceedings were concluded.)

11 - - -

I, the undersigned Amanda K. Haffenden, RPR, CRR, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Charleston County, South Carolina, on the 18th of March 2010.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

July 8, 2010

A handwritten signature in cursive script, appearing to read 'A. Haffenden', is written over a horizontal line.

Circuit Court Reporter

STATE OF SOUTH CAROLINA) THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
CASE NO. 2009-CP-10-0735

LAW OFFICES OF WILLIAM A. GREEN,)
Plaintiff,)
vs.)
ROPER ST. FRANCIS HEALTHCARE and)
DOMINIQUE SMALLS,)
Defendants.)

DEPOSITION OF: DOMINIQUE SMALLS
DATE TAKEN: Wednesday, December 2, 2009
TIME: 9:00 A.M.
PLACE: Roper Saint Francis Healthcare
2 South Park Circle
Charleston, South Carolina 29407
REPORTED BY: MARIA DEMPSEY, RPR
Registered Professional Reporter,
and Notary Public

POST OFFICE BOX 21784
CHARLESTON, SOUTH CAROLINA 29413-1784

1 question. Okay. In this particular case that is
2 pending, not the injuries from the actual lawsuit,
3 but when you filed the claim, generally you have
4 damages, and that's actually things that you believe
5 you should be compensated for. Okay?

6 A My emotional distress, it's been, you
7 know, it's been causing -- of course, you may know,
8 I get migraines from just, you know, the whole
9 situation, and somewhat depression, because of the
10 simple fact this has been a case that's been ongoing
11 for a little while now, and, you know, when it comes
12 down to me having to take off from work, that's lost
13 wages there, but besides that, that's honestly what
14 my -- I think that's what my --

15 Q I used the word "Damages."

16 A Damages, yes, damages.

17 Q And finally, tell me who, that you're
18 aware of, would you call as witnesses in this
19 action? We talked about your mother, obviously
20 having some phone calls. Is there somebody else, if
21 we tried this case, you would want to come take the
22 stand and testify as to their knowledge of what
23 transpired between you and the hospital?

24 A Not that I can think of right now, no.

25 Q Okay. Have you understood all of the

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COURT OF COMMON PLEAS
CA NO. 2009-CP-10-0735

LAW OFFICES OF WILLIAM A.)
GREEN,)

PLAINTIFF,)

VS.)

ROPER ST. FRANCIS)
HEALTHCARE AND)
DOMINIQUE SMALLS,)

DEFENDANTS.)

DEPOSITION OF
LORI O. REED
DECEMBER 3, 2009

Deposition on oral examination of Lori O. Reed, reported by Laura S. DeCillis, Certified Court Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to notice and in accordance with the South Carolina Rules of Civil Procedure, at the offices of Roper St. Francis Healthcare, 2 South Park Circle, Charleston, South Carolina, on Thursday, the 3rd day of December 2009, commencing at the hour of 11:38 a.m.

APPEARANCES

Representing Dominique Smalls:

DESA BALLARD, ESQUIRE
Law Offices of Desa Ballard
226 State Street
West Columbia, South Carolina 29169

Representing Roper St. Francis:

ROBERT B. HAWK, ESQUIRE
Young, Clement, Rivers, LLP
28 Broad Street
Charleston, South Carolina 29402

Also present:

Laura R. Icard

1 to obtain from Mr. Drescher?

2 A. A letter of disbursement.

3 Q. And why did you need that?

4 A. That is one of the things that is
5 required when we consider an attorney adjustment
6 on the account or consider a discount on the
7 account.

8 Q. A discount of any kind?

9 A. Yes. A discount of any kind.

10 Q. Okay.

11 MR. HAWK: Objection.

12 MS. BALLARD: And what's your
13 objection?

14 MR. HAWK: Re-word the question.
15 Objection to the question.

16 MS. BALLARD: Would you read the
17 question back, please.

18 (The court reporter read the record back
19 as requested.)

20 MS. BALLARD: I'll withdraw the
21 question.

22 BY MS. BALLARD:

23 Q. Why did you need the disbursement sheet
24 from Mr. Drescher?

25 A. We were trying to determine if

1 Ms. Smalls was eligible for a self-pay discount or
2 any type of discount.

3 Q. And what relevance is the disbursement
4 sheet to your determination of that?

5 A. It gives us a general idea of what the
6 attorney's fees were, what the attorney's fees
7 were adjusted, any other medical providers that
8 were asked for a discount. It provides us with an
9 opportunity to see if we can assist the patient
10 with any remaining balance.

11 Q. Are those factors that are relevant to
12 determining whether or not a patient qualifies for
13 the self-pay discount?

14 A. No. Only when an attorney is involved.

15 Q. So those are factors that are relevant
16 to determining whether an attorney discount is
17 going to be provided, correct?

18 A. Exactly, yes.

19 Q. All right. So on 12/20/07, what
20 undertaking, if any, did you undertake to
21 determine whether or not Mrs. Smalls would be
22 granted or denied the self-pay discount?

23 A. I attempted to speak is Attorney
24 Drescher and to no avail. I attempted to obtain a
25 letter of disbursement to no avail.

1 Q. I thought you told me that related to an
2 attorney's discount?

3 A. It's one and the same when we're talking
4 about an adjustment with an attorney involved.

5 Q. I'm not sure I understand.

6 A. We don't call it a self-pay discount.
7 We call it an attorney adjustment if we do
8 adjustments while an attorney is handling an
9 account.

10 Q. So were you considering on 12/20 a
11 determination of whether or not Ms. Smalls
12 qualified for either discount?

13 A. We were trying to, yes.

14 Q. Okay. And you said they're one and the
15 same?

16 A. The attorney adjustment? Yes. It's not
17 called a self-pay adjustment. It's called an
18 attorney adjustment where we do the adjustment.

19 Q. Are the factors that you consider the
20 same?

21 A. I don't understand your question.

22 Q. When you're determining whether someone
23 is eligible for a self-pay discount, do you look
24 at the same factors that you would look at when
25 you're trying to determine if someone is eligible

1 for the attorney discount?

2 A. To same degree. I follow the guidelines
3 for the attorney adjustment versus the self-pay
4 adjustment.

5 Q. And where are those guidelines
6 contained?

7 A. What do you mean, where are they
8 contained?

9 Q. You said --

10 A. Do you mean, in the system? In our
11 library?

12 Q. Yes.

13 A. Yes. They are contained. Or my
14 supervisor has a copy of hem.

15 Q. If I wanted to get a copy of those
16 guidelines, what would I ask for?

17 A. The self-pay discount and attorney
18 negotiations. That's where it would fall.

19 Q. Are those two different ones?

20 A. Yes.

21 Q. All right.

22 (PLF. EXH. #5, Attorney Negotiations,
23 previously having been marked in the Icard
24 deposition.)

25 BY MS. BALLARD:

LAW OFFICES OF WILLIAM A.
GREEN LLC

Charleston
(843) 747-2455
(888) 800-2455

December 1, 2006

Columbia
(803) 771-2455
(888) 599-2455

Roper St. Francis Healthcare
Patient Accounts Dept.
P. O. Box 751662
Charlotte, NC 28275-1662

RE: Our Client : Dominique Smalls
Social Security Number : [REDACTED]
Date of Birth : 3/14/1988
Date of Accident : 11/23/2006

Dear Sir:

Please be advised that our office has been retained to represent the above-referenced individual in a personal injury claim resulting from an accident on River Road in Johns Island, SC on 11/23/2006. We have been advised that Dominique Smalls was treated in the Emergency Room at Roper St. Francis Healthcare for these injuries on the date of the accident and admitted to the hospital.

Enclosed please find a Medical Authorization form executed by my client. Please forward a copy of the itemized bill and UB92 billing statements for medical treatment rendered by your personnel for this accident and also a copy of any lien or assignment executed by our client.

I look forward to working with you in this matter.

Sincerely,

D. Scott Drescher

D. Scott Drescher
Attorney at Law

DSD:jar

Enclosure

cc: Dominique Smalls

Please reply to the Charleston office.

LAW OFFICES OF WILLIAM A.
GREEN LLC

Charleston

(843) 747-2455

(888) 800-2455

March 8, 2007

Columbia

(803) 771-2455

(888) 599-2455

Linda Thompson
Permanent General Assurance Company
Claims Service
1395 South Marietta Parkway
Building 600, Suite 604
Marietta, GA 30067

William A. Green

RE: Our Client [REDACTED] Dominique Smalls
Date of Accident : 11/23/2006
Your Insured : Miguel Racinos
Claim Number : PA323680

D. Scott Deescher

Dear Ms. Thompson:

Samuel B. Cooper, Jr.

As you know, we represent Dominique Smalls, who was injured in the above referenced accident. Dominique Smalls has been released from treatment, and we can now discuss settling this matter. Ms. Smalls was traveling on River Road when another vehicle, driven by Jose Garcia and a third vehicle driven by Alanzo Magrinos collided. The vehicle driven by Alanzo Magrino then crossed over the median and forcefully struck Ms. Smalls' vehicle head-on. Unfortunately, it was a forceful impact with Ms. Smalls' vehicle and she was seriously injured.

R. Anthony Russo

Ms. Smalls was transported by EMS to the hospital. She was diagnosed with a closed comminuted right bimalleolar ankle fracture, severe abrasion of right ankle, and multiple large fracture blisters. She also injured her back and right knee. Ms. Smalls required surgery on her ankle. However, since the blisters and abrasions were so severe on her ankle, the surgeon had to wait until they resolved before he could perform surgery. Ms. Smalls had to wait in the hospital for a couple of weeks before she had surgery performed.

Keith Robinson

She received surgery on December 12, 2006. It was a bad fracture with a good deal on bone fragments that had to be removed. Ms. Smalls is an 18 year old woman who has a plate and screws in her ankle and it will never be the same. Please see the attached operative report to see in detailed report of the fracture and the surgical treatment. She received physical therapy after the surgery. When she was discharged, she was given a wheel chair to use while her ankle healed.

Michael Han

Ms. Smalls is still receiving treatment. Please find attached the medicals we have to date.

The medical specials to date are as follows:

1. Charleston County EMS \$ 440.50
2. Roper St. Francis Healthcare \$ 66,563.75
3. Orthopaedic Specialists of Chas. \$ 2,894.54 (to date and does not include surgery bill
on 12/12/06)
4. Charleston Emergency Services \$ (Have not received)
4. Diagnostic Radiology of Chas. \$ (Have not received)
5. Anesthesia Associates of Chas. \$ (Have not received)

3511 Rivers Avenue • P.O. Box 70306 • N. Charleston, SC 29415 • Fax (843) 554-4496

2821 Millwood Avenue • P.O. Box 1698 • Columbia, SC 29202 • Fax (803) 771-2465

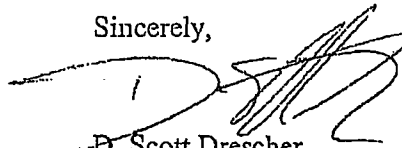
000124

TOTAL SPECIALS:

\$ 69,898.79

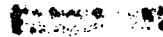
In an attempt to resolve this matter without the delay, inconvenience, and expense associated with litigation, I would recommend a settlement of your policy limits. Please contact me as soon as possible so that we can conclude this matter. With kindest regards, I am,

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Scott Drescher', written over a horizontal line.

D. Scott Drescher
Attorney at Law

DSD:

A black rectangular stamp or mark, possibly a date or a reference code, located below the signature.

Enclosures

LAW OFFICES OF WILLIAM A.
GREEN LLC

Charleston

(843) 747-2455

(888) 800-2455

March 8, 2007

Columbia

(803) 771-2455

(888) 599-2455

Tom Lauper
AIG Insurance Company
P. O. Box 63128
N. Charleston, SC 29419

William A. Green

RE: Our Client : Dominique Smalls
Date of Accident : 11/23/2006
Your Insured : Odetta and Hazel Smalls
Claim Number : 0600457432

Dear Mr. Lauper:

D. Scott Drescher

As you know, we represent Dominique Smalls, who was injured in the above referenced accident. Dominique Smalls has been released from treatment, and we can now discuss settling this matter. Ms. Smalls was traveling on River Road when another vehicle, driven by Jose Garcia and a third vehicle driven by Alanzo Magrinos collided. The vehicle drive by Alanzo Magrino then crossed over the median and forcefully struck Ms. Smalls vehicle head-on. Unfortunately, it was a forceful impact with Ms. Smalls' vehicle and she was seriously injured.

Samuel B. Cooper, Jr.

Ms. Smalls was transported by EMS to the hospital. She was diagnosed with a closed comminuted right bimalleolar ankle fracture, severe abrasion of right ankle, and multiple large fracture blisters. She also injured her back and right knee. Ms. Smalls required surgery o her ankle. However, since the blisters and abrasions were so sever on her ankle, the surgeon had to wait until they resolved before he could perform surgery. Ms. Smalls had to wait in the hospital for a couple of weeks before she had surgery perform.

R. Anthony Russo

She received surgery on December 12, 2006. It was a bad fracture with a good deal on bone fragments that had to be removed. Ms. Smalls is an 18 year old women who has a plate and screws in her ankle and it will never be the same. Please see the attached operative report to see in detailed report of the fracture and the surgical treatment. She received physical therapy after the surgery. When she was discharged, she was given a wheel chair to use while her ankle healed.

Keith Robinson

Ms. Smalls is still receiving treatment. Please find attached the medicals we have to date.

The medical specials to date are as follows:

Michael Hart

1. Charleston County EMS \$ 440.50
2. Roper St. Francis Healthcare \$ 66,563.75
3. Orthopaedic Specialists of Chas. \$ 2,894.54 (to date and does not include surgery bill
On 12/12/06)
4. Charleston Emergency Services \$ (Have not received)
4. Diagnostic Radiology of Chas. \$ (Have not received)
5. Anesthesia Associates of Chas. \$ (Have not received)

3511 Rivers Avenue • P.O. Box 70306 • N. Charleston, SC 29415 • Fax (843) 554-4496

2821 Millwood Avenue • P.O. Box 1698 • Columbia, SC 29202 • Fax (803) 771-2465

000126

TOTAL SPECIALS:

\$ 69,898.79

Mr. Racinos's vehicle only has \$15,000 liability and Mr. Monteso's vehicle is uninsured, therefore, we are pursuing both UIM and UM claims. In an attempt to resolve this matter without the delay, inconvenience, and expense associated with litigation, I would recommend a settlement of your policy limits for both claims. Please contact me as soon as possible so that we can conclude this matter. With kindest regards, I am,

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Scott Drescher', written over a horizontal line.

D. Scott Drescher
Attorney at Law

DSD:

Enclosures

LAW OFFICES OF WILLIAM A.
GREEN LLC

Charleston

(843) 747-2455

(888) 800-2455

August 13, 2007

Columbia

(803) 771-2455

(888) 599-2455

VIA Facsimile 866-424-7352
Olga Fuyertes
AIG Insurance Company
P. O. Box 63128
N. Charleston, SC 29419

RE: Our Client : Dominique Smalls
Date of Accident : 11/23/2006
Your Insured : Odetta and Hazel Smalls
Claim Number : 0600457432

Dear Ms. Fuyertes:

As you know, we represent Dominique Smalls, who was injured in the above referenced accident. Dominique Smalls has been released from treatment, and we can now discuss settling this matter. Ms. Smalls was traveling on River Road when another vehicle, driven by Jose Garcia and a third vehicle driven by Alanzo Magrinos collided. The vehicle drive by Alanzo Magrino then crossed over the median and forcefully struck Ms. Smalls vehicle head-on. Unfortunately, it was a forceful impact with Ms. Smalls' vehicle and she was seriously injured.

Ms. Smalls was transported by EMS to the hospital. She was diagnosed with a closed comminuted right bimalleolar ankle fracture, severe abrasion of right ankle, and multiple large fracture blisters. She also injured her back and right knee. Ms. Smalls required surgery o her ankle. However, since the blisters and abrasions were so sever on her ankle, the surgeon had to wait until they resolved before he could perform surgery. Ms. Smalls had to wait in the hospital for a couple of weeks before she had surgery perform.

She received surgery on December 12, 2006. It was a bad fracture with a good deal on bone fragments that had to be removed. Ms. Smalls is an 18 year old women who has a plate and screws in her ankle and it will never be the same. Please see the attached operative report to see in detailed report of the fracture and the surgical treatment. She received physical therapy after the surgery. When she was discharged, she was given a wheel chair to use while her ankle healed.

Ms. Smalls has been released from treatment. Unfortunately, she is still having problems with her ankle. She was given a 10% impairment to her right foot, 7% lower extremity, and 3% whole body. She has to wear flats because anytime she tries to wear high heels, it causes pain in her ankle. She can not walk for long periods of time or her ankle swells-up and becomes painful. She does not have the same flexibility in her ankle and she still walks with a slight limp.

In addition, Ms. Smalls was released from her employment at Comfort Inn since she was not able to perform her duties because of her injury.

The medical specials to date are as follows:

3511 Rivers Avenue • P.O. Box 70306 • N. Charleston, SC 29415 • Fax (843) 554-4496

2821 Millwood Avenue • P.O. Box 1698 • Columbia, SC 29202 • Fax (803) 771-2465

000128

1.	Charleston County EMS	\$ 440.50
2.	Roper St. Francis Healthcare	\$ 66,563.75
3.	Orthopaedic Specialists of Chas.	\$ 3,003.54
4.	Charleston Emergency Services	\$ 440.50
4.	Diagnostic Radiology of Chas.	\$ 173.00
5.	Anesthesia Associates of Chas.	\$ 2,100.00
6.	Lost Wages	\$ 9,600.00

TOTAL SPECIALS: ***\$ 82,294.00***

Mr. Racinos's vehicle only has \$15,000 liability and Mr. Monteso's vehicle is uninsured, therefore, we are pursuing both UIM and UM claims. In an attempt to resolve this matter without the delay, inconvenience, and expense associated with litigation, I would recommend a settlement of your policy limits for both claims. Please contact me as soon as possible so that we can conclude this matter. With kindest regards, I am,

Sincerely,


 D. Scott Drescher
 Attorney at Law

DSD:

Enclosures



AIG Personal Lines Claims

September 4, 2007

Olga Fuentas
Senior Litigation Specialist
5201 Blue Lagoon Drive
Suite 160
Miami, FL 33126
(305) 913-8020 Direct
(866) 424-7352 Fax
Olga.fuentas@aig.com

D. Scott Drescher
Attorney at Law
P.O. Box 70306
N. Charleston, SC 29415

RE: Our insured : Odetta Smalls
Our Claim Number : 0600457432
Date of Accident : 11/23/06
Claimant : Dominique Smalls

Dear Mr. Drescher:

This letter confirms our telephone conversation of September 4, 2007 wherein we tendered the limits under the UN \$100,000 and UIM \$100,000 coverage in settlement of your client's injury claim for the total settlement amount of \$200,000.

Enclosed please find our proposed UM release. If you have any problems with our proposed release, please provide your recommended changes in writing for our consideration. Please return the properly executed release to the undersigned at your earliest convenience. I have processed the settlement drafts and they will be forthcoming under separate cover.

If you have any questions, don't hesitate to contact the undersigned.

Sincerely,


Olga Fuentas
Senior Litigation Specialist

Encl.

STATE OF SOUTH CAROLINA

CLAIM NO: PA-323680LT

COVENANT NOT TO EXECUTE

This COVENANT made this 28 day of March, 2007, by and between Dominique Smalls, hereinafter referred to as "Covenantor" and Miguel M. Recinos and PERMANENT GENERAL ASSURANCE CORPORATION hereinafter referred to as "Covenantees."

WHEREAS, on 11/23/2006 in Charleston County, South Carolina, the Covenantor, Dominique Smalls was injured in an automobile accident with Miguel M. Recinos.

WHEREAS, the damages sustained by the Covenantor, in the automobile accident of 11/23/2006, may exceed the liability limits of the insurance policy of Covenantor, and the Covenantor is desirous of protecting his right to proceed to suit against the Covenantees, for purposes of collecting underinsured benefits; or any other benefits or insurance.

NOW, FOR AND IN CONSIDERATION OF the payment to the Covenantor of the sum of Fifteen thousand dollars and 00/100 by the Covenantees, the sufficiency and receipt of which is hereby acknowledged, the Covenantor and Covenantees agree as follows:

1. That in the event the Covenantor is unable to resolve by agreement and settlement her claim with the underinsured or any other insurance carrier, the Covenantor shall have the right to bring suit against the Covenantees, Miguel M. Recinos and Permanent General Assurance Corporation and prosecute same to final judgment.

2. Notwithstanding any judgment that may be rendered in said suit, it is the express intent of the parties that the Covenantees, their respective heirs and assigns, shall not at any time, be liable to the Covenantor, his/her subrogees, heirs or assigns, beyond the consideration expressed herein; by reason of any damages or injuries on which such judgment may be based except as herein stated. In consideration of the payment to the Covenantor of the sum of \$15,000.00, Covenantor his/her subrogees, heirs or assigns, shall not at any time, nor shall anyone for him/her or in him/her behalf, enforce against the Covenantees, by execution or otherwise, any judgment that may be rendered in the above-mentioned

Covenant Not To Execute

Page 2

lawsuit except as herein stated. Further, that upon reduction to Judgment of the aforementioned lawsuit that Covenantor, his/her subrogees, heirs, or assigns will provide Covenantees with an executed satisfaction of said Judgment forthwith. Moreover, that this agreement or a copy hereof shall be considered as a satisfaction of any Judgment in any case presented by Covenantor against Covenantees for the accident dated 11/23/2006, and can be recorded as such should Covenantor, his/her subrogees, heirs, or assigns fail to execute a Satisfaction of Judgment.

3. Covenantor and Covenantees expressly reserve all rights of action, claims, demands or other legal remedies against all firms and persons except as modified by the terms of this Covenant. This Covenant is not a release, nor shall it be construed as a release of any party, person, firm or corporation.

4. Covenantor expressly represents that he/she is represented by his/her privately retained counsel, Law offices of William A. Green, LLC, and has been fully advised of all facts of a potential lawsuit, and all claims arising out of or in relation thereto and is aware and fully advised that the execution of this instrument will fully and forever prevent and bar the collection of any additional payments of any kind, nature or description against the Covenantees, their personal representatives, successors, assigns, heirs, officers, employees, agents, servants or attorneys.

5. In executing this agreement, Covenantor represents and warrants that he/she has relied on his/her investigation and on the investigation and advice of his/her attorney and has not relied on any statement, representation, or commitment of any kind made by Covenantees, their personal representatives, successors, assigns, heirs, officers, employees, agents, servants or attorneys.

6. All provisions and recitals in this Covenant are intended to be and are Covenants of the parties and are a material part of this agreement and binding on the parties hereto, their personal representatives, successors, assigns, heirs, officers, employees, agents, servants or attorneys.

7. The Covenantor agrees that if there exists any subrogation, assignment, lien, or interest, whether created by contract, statute or otherwise, that he/she will obtain a release from the person or entity holding such interest and that the Covenantor will protect, save, defend, hold harmless, and

Covenant Not To Execute

Page 3

indemnify the Covenantees from any such subrogation, assignment, claims, or interests. By entering this agreement the Covenantees do not make any representation as to the effect of this agreement on the Covenantor's claim for underinsured motorist benefits and the Covenantor and his/her attorney expressly acknowledge this disclaimer.

8. The Covenantor and the Covenantor's attorney expressly agree to keep PERMANENT GENERAL ASSURANCE CORPORATION, (Defendant(s)), abreast of developments in his/her attempts to collect underinsured motorist benefits, or any other insurance benefits, including specific notice as to the date of trial, the amount of verdict, status of underinsured motorist coverage and whether a settlement of underinsured motorist benefits has been obtained.

9. Should any damages be incurred by Covenantees due to the failure to immediately satisfy any judgment hereafter rendered, Covenantors and Covenantor's attorney agree to save, defend, hold harmless and indemnify PERMANENT GENERAL ASSURANCE CORPORATION from any and all liability therefor.

10. The parties expressly recognize that the payment made herein in this agreement is in partial settlement and satisfaction of a doubtful and disputed claim, that the Covenantees deny any liability to the Covenantor and that this agreement and payment is not intended as, nor should it be construed as, an admission of liability.

11. All parties agree that this Covenant is a product of negotiation and agreement among the parties.

12. The provisions and stipulations hereof shall inure to the benefit of, and shall be binding upon, the heirs, personal representative, executors, administrators, assigns and successors in interest of the parties hereon.

13. The execution of the Covenant Not To Execute is acknowledged to have taken place in the State of South Carolina. Further, that such Covenant shall be construed pursuant to South Carolina law.

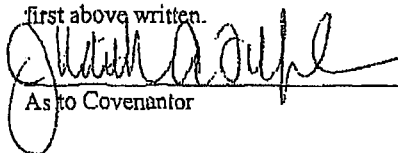
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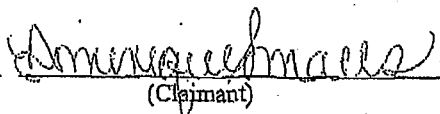
Page 4

14. The Covenantor acknowledges that he/she has been advised to seek and has sought the services of an attorney for advice and counsel on the consequences of executing this Covenant Not To Execute. Further, Covenantor acknowledges that Covenantees have made no representations on the availability of underinsured motorist coverage should this Covenant be executed.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year

first above written.


As to Covenantor


(Defendant)

As to Covenantor

PERMANENT GENERAL ASSURANCE
CORPORATION

By: _____
As to Covenantee

As to Covenantee

As to Covenantee _____
(Defendant)

UNDERINSURED MOTORIST COVERAGE RELEASE AND TRUST AGREEMENT

This release and agreement is made by and between **The Insurance Company of the State of Pennsylvania, AIG**, hereinafter called the Company and Dominique Smalls, a single person, hereinafter called the insured, and is subject to the terms and conditions of Policy Number AIGM9359084 which is hereby incorporated by reference.

It is hereby understood and agreed in consideration of the mutual covenants herein and of the payment by the Company of the sum of Two Hundred Thousand Dollars (\$200,000.00) to or on behalf of the insured, receipt of which is hereby acknowledged, that the insured forever releases and discharges the Company from any and all obligations under the aforesaid policy **Uninsured Motorist Bodily Injury and Underinsured Motorist Bodily Injury Coverage** for an occurrence which took place on November 23, 2006 at or near River Road, Johns Island, South Carolina.

It is mutually understood that the payment hereunder is in full compromise of all past, present and future damages, known or unknown, arising out of the occurrence. The insured warrants that he has made full disclosure to the Company of any similar policies covering the occurrence.

It is further understood and agreed that the insured shall hold in trust for the benefit of the Company, all rights of recovery which he shall have against any person or organization legally responsible for the bodily injury for which payment is made herein. The insured hereby requests and authorizes the Company to recover such damages for which payment is made, such action to be taken in the name of the insured. In the event of a recovery, the Company shall be reimbursed for the payment made herein, expenses, costs and attorneys' fees incurred in connection therewith.

The insured shall do nothing to prejudice the rights of the Company, and shall initiate no claim in connection with the occurrence without consent of the Company. He shall notify the Company of any tender or settlement and any monies received by the insured shall be impressed with a lien to the extent of the Company's interest.

It is finally understood and agreed that the insured shall do whatever is appropriate, in the opinion of the Company, to secure the rights and obligations of the insured and the Company to recovery of damages herein, and that failing to extend his cooperation the insured shall reimburse the Company to the extent of the payment herein and costs incurred to attempt recovery thereof.

**THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY
UNDERSTOOD IT.**

Signed, sealed and delivered this _____ day of _____, 2007.

Witness

Dominique Smalls
Dominique Smalls

Witness

State of SC
County of Charleston

The foregoing instrument was acknowledged before me this 6 day of Sep,
2007 By Dominique Smalls, who is personally known to me or who have provided the following
identification _____ and who did take an oath.

Judith A. Zupl
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
COMMISSION NUMBER:
MY COMMISSION EXPIRES:

MSM002

EXPLANATION OF BENEFITS

Insured: ODETTA SMALLS
Payee: DOMINIQUE SMALLS

PAGE: 1

Claimant Name: DOMINIQUE SMALLS

Claim Number: 0600457432

Loss Date: 11/23/2006

Underwriting Company: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Bill Number: 1027294

Patient Account Number:

Date Paid: 03/17/2007

Policy No: 000009359084

Date Range: 11/23/2006-12/18/2006

Line #	Date of Service	Procedure/ Mod Code	Rev. Code	Units	Total Charged	Amount Allowed	Copay	Deductible	Amount Paid	Reason Codes
1	12/18/2006			1	\$5,000.00	\$5,000.00			\$5,000.00	
Totals					\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	

Other Adjustment Amount	\$0.00
Amount Previously Allowed	\$0.00
Total Amount Paid	\$5,000.00

Description of Reason Codes

Please see attached

Thank you for the opportunity to service this claim.

Please call 888-244-6163 with any questions you have.

Int: 0.00.DOS=11/23/2006-12/18/2006

06131-00546 05/12/06 05/12/06

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05/17/06 ERC

05/12/06	3027224	658 DIAZEPAM 5 MG TAB	1	8.45	8.45
05/12/06	3026684	819 IBUPROFEN 800 MG TAB	1	3.00	3.00
		TOTAL PHARMACY			11.45
05/12/06	5	23100 URINE PREGNANCY ED SF	1	155.00	155.00
		TOTAL LABORATORY			155.00
05/12/06	1	30288 XR SPINE CERVICAL 4 VIEW MIN	1	468.00	468.00
05/12/06	1	30294 XR SPINE LUMBAR 2 OR 3 VIEWS	1	371.00	371.00
05/12/06	1	30324 XR WRIST 3 VIEW MIN	1	240.00	240.00
		TOTAL DIAGNOSTIC RADIOLOGY			1,079.00
05/12/06	4	12002 CATEGORY 2 SF	1	1,154.00	1,154.00
		TOTAL EMERGENCY ROOM			1,154.00
		TOTAL CHARGES			2,399.45
05/22/06	341	A0100 SELF PAY DISCOUNT		479.89CR	
		TOTAL PAYMENTS/ADJUSTMENTS			479.89CR
		ESTIMATED PATIENT BALANCE DUE			1,919.56

BON SECOURS ST. FRANCIS HOSPITAL

1,919.56

[REDACTED]

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[REDACTED]

05/17/06 BRC

0250 PHARMACY	11.45
0300 LABORATORY	155.00
0320 DIAGNOSTIC RADIOLOGY	1,079.00
0450 EMERGENCY ROOM	1,154.00

TOTAL CHARGES	2,399.45
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05/22/06	1.41	A0100 SELF PAY DISCOUNT	179.89CR
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TOTAL PAYMENTS/ADJUSTMENTS	479.89CR
ESTIMATED PATIENT BALANCE DUE	1,919.56

BON SECOURS ST. FRANCIS HOSPITAL

1,919.56

BILL GREEN • ATTORNEY AT LAW/ESCROW ACCOUNT

Roper St. Francis Healthcare

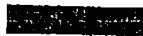
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SMALLS, DOMINIQUE; N

11/23/06	12	10105 ROOM 0330 P	1	933.00	933.00
11/24/06	39	10105 ROOM 0330 P	1	933.00	933.00
11/25/06	54	10105 ROOM 0330 P	1	933.00	933.00
11/26/06	70	10105 ROOM 0330 P	1	933.00	933.00
11/27/06	83	10105 ROOM 0330 P	1	933.00	933.00
11/28/06	107	10105 ROOM 0330 P	1	933.00	933.00
11/29/06	128	10105 ROOM 0330 P	1	933.00	933.00
11/30/06	148	10105 ROOM 0330 P	1	933.00	933.00
12/01/06	168	10105 ROOM 0330 P	1	933.00	933.00
12/02/06	184	10105 ROOM 0330 P	1	933.00	933.00
12/03/06	196	10105 ROOM 0330 P	1	933.00	933.00
12/04/06	214	10105 ROOM 0330 P	1	933.00	933.00
12/05/06	236	10105 ROOM 0330 P	1	933.00	933.00
12/06/06	261	10105 ROOM 0330 P	1	933.00	933.00
12/07/06	282	10105 ROOM 0330 P	1	933.00	933.00
12/08/06	299	10105 ROOM 0330 P	1	933.00	933.00
12/09/06	318	10105 ROOM 0330 P	1	933.00	933.00
12/10/06	334	10105 ROOM 0330 P	1	933.00	933.00
12/11/06	351	10105 ROOM 0330 P	1	933.00	933.00
12/12/06	366	10105 ROOM 0330 P	1	933.00	933.00
12/13/06	414	10105 ROOM 0330 P	1	933.00	933.00
12/14/06	432	10105 ROOM 0330 P	1	933.00	933.00
12/15/06	450	10105 ROOM 0330 P	1	933.00	933.00
12/16/06	470	10105 ROOM 0330 P	1	933.00	933.00
12/17/06	484	10105 ROOM 0330 P	1	933.00	933.00

TOTAL R AND B PRIVATE MED GENERAL

23,325.00

11/23/06	3869822	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
11/23/06	3869392	2006 MORPHINE SULFATE 2 MG/ML S	2	40.00	80.00
11/23/06	3869522	2006 MORPHINE SULFATE 2 MG/ML S	2	40.00	80.00
11/23/06	3869393	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
11/23/06	3869595	2492 LIDOCAINE/EPI 1-0.001 SOL	1	26.00	26.00
11/23/06	3869798	4575 CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/24/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
11/24/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
11/24/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
11/24/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
11/24/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00

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SMALLS, DOMINIQUE, N

11/24/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/24/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/24/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/24/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/24/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/24/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/24/06	3870009	2147	PROMETHAZINE HCL 25 MG/ML		1	26.00	26.00
11/24/06	3870009	2147	PROMETHAZINE HCL 25 MG/ML		1	26.00	26.00
11/24/06	3870009	2147	PROMETHAZINE HCL 25 MG/ML		1	26.00	26.00
11/24/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O		1	93.05	93.05
11/24/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O		1	93.05	93.05
11/24/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O		1	93.05	93.05
11/24/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/24/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/24/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/24/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/24/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/25/06	3870010	1044	OXYCODONE-ACETAMINOPHEN [5-3		2	8.45	16.90
11/25/06	3870010	1044	OXYCODONE-ACETAMINOPHEN [5-3		2	8.45	16.90
11/25/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/25/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/25/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/25/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/25/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/25/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O		1	93.05	93.05
11/25/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O		1	93.05	93.05
11/25/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O		1	93.05	93.05
11/25/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/25/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/25/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/26/06	3870010	1044	OXYCODONE-ACETAMINOPHEN [5-3		2	8.45	16.90
11/26/06	3870010	1044	OXYCODONE-ACETAMINOPHEN [5-3		2	8.45	16.90
11/26/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
11/26/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/26/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/26/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/26/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00
11/26/06	3870008	1959	MEPERIDINE HCL 75 MG/ML	SY	1	40.00	40.00

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11/26/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/26/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/26/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/26/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
11/27/06	3870010	1044	OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
11/27/06	3870008	1959	MEPERIDINE HCL 75 MG/ML SY	1	40.00	40.00
11/27/06	3870008	1959	MEPERIDINE HCL 75 MG/ML SY	1	40.00	40.00
11/27/06	3870008	1959	MEPERIDINE HCL 75 MG/ML SY	1	40.00	40.00
11/27/06	3870008	1959	MEPERIDINE HCL 75 MG/ML SY	1	40.00	40.00
11/27/06	3882316	2006	MORPHINE SULFATE 2 MG/ML S	1	40.00	40.00
11/27/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/27/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/27/06	3882618	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/27/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
11/28/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
11/28/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
11/28/06	3887036	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
11/28/06	3886438	1799	FENTANYL CITRATE 0.25MG/5ML	1	40.00	40.00
11/28/06	3886437	1993	MIDAZOLAM HCL 2MG/2ML SOLN	1	40.00	40.00
11/28/06	3886437	1993	MIDAZOLAM HCL 2MG/2ML SOLN	1	40.00	40.00
11/28/06	3869522	2006	MORPHINE SULFATE 2 MG/ML S	2	40.00	80.00
11/28/06	3889294	2150	PROPOFOL 10 MG/ML EMUL	1	75.25	75.25
11/28/06	3884113	4366	MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
11/28/06	3884113	4366	MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
11/28/06	3884113	4366	MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
11/28/06	3884113	4366	MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
11/28/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/28/06	3870007	4575	CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
11/28/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
11/28/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
11/28/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
11/29/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
11/29/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
11/29/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
11/29/06	3887036	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
11/29/06	3883624	1850	HEPARIN FLUSH 100 UNIT/ML	1	26.00	26.00
11/29/06	3882646	2006	MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00
11/29/06	3882646	2006	MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00

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11/29/06	3882646	2006 MORPHINE SULFATE 2 MG/ML	S	4	40.00	160.00
11/29/06	3870006	2191 NACL [0.9%] VIAL	SOLN	1	26.00	26.00
11/29/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/29/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/29/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/29/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/29/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/29/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
11/30/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
11/30/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
11/30/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
11/30/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
11/30/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/		1	160.40	160.40
11/30/06	3882316	2006 MORPHINE SULFATE 2 MG/ML	S	1	40.00	40.00
11/30/06	3882646	2006 MORPHINE SULFATE 2 MG/ML	S	4	40.00	160.00
11/30/06	3882646	2006 MORPHINE SULFATE 2 MG/ML	S	4	40.00	160.00
11/30/06	3882646	2006 MORPHINE SULFATE 2 MG/ML	S	4	40.00	160.00
11/30/06	3894534	2006 MORPHINE SULFATE 2 MG/ML	S	3	40.00	120.00
11/30/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/30/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/30/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/30/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/30/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
11/30/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%		1	26.00	26.00
12/01/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
12/01/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
12/01/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
12/01/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
12/01/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG		1	3.00	3.00
12/01/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/		1	160.40	160.40
12/01/06	3869522	2006 MORPHINE SULFATE 2 MG/ML	S	2	40.00	80.00
12/01/06	3869522	2006 MORPHINE SULFATE 2 MG/ML	S	2	40.00	80.00
12/01/06	3882646	2006 MORPHINE SULFATE 2 MG/ML	S	4	40.00	160.00
12/01/06	3894534	2006 MORPHINE SULFATE 2 MG/ML	S	3	40.00	120.00
12/01/06	3894534	2006 MORPHINE SULFATE 2 MG/ML	S	3	40.00	120.00
12/01/06	3870006	2191 NACL [0.9%] VIAL	SOLN	1	26.00	26.00
12/01/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00
12/01/06	3884113	4366 MORPHINE SULFATE 10 MG/ML		1	40.00	40.00

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12/01/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/01/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	2	26.00	52.00
12/01/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	2	26.00	52.00
12/01/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/02/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/02/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/02/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/02/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/02/06	3882646	2006 MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00
12/02/06	3905427	432 BISACODYL 10 MG SUPP	1	0.15	0.15
12/02/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/02/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/02/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/02/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/02/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/02/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/02/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/03/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/03/06	3882316	2006 MORPHINE SULFATE 2 MG/ML S	1	40.00	40.00
12/03/06	3882646	2006 MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00
12/03/06	3882646	2006 MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00
12/03/06	3882646	2006 MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00
12/03/06	3882646	2006 MORPHINE SULFATE 2 MG/ML S	4	40.00	160.00
12/03/06	3894534	2006 MORPHINE SULFATE 2 MG/ML S	3	40.00	120.00
12/03/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/03/06	3884113	4366 MORPHINE SULFATE 10 MG/ML	1	40.00	40.00
12/04/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/04/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/04/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/04/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/04/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/04/06	3883624	1850 HEPARIN FLUSH 100 UNIT/ML	1	26.00	26.00
12/04/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/04/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/04/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/04/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/04/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00

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12/04/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/04/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/04/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/04/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/04/06	3883623	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/05/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/05/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/05/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/05/06	3870010	1044 OXYCODONE-ACETAMINOPHEN [5-3	2	8.45	16.90
12/05/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/05/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/05/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/05/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/05/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/05/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/05/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/05/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/05/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/05/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/05/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/05/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/05/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/05/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/05/06	3883623	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/06/06	3921470	1287 ZOLPIDEM TARTRATE 5 MG TAB	2	15.40	30.80
12/06/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/06/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/06/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/06/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/06/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/06/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/06/06	3870006	2191 NACL [0.9%] VIAL SOLN	1	26.00	26.00
12/06/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/06/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/06/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/06/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/06/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/06/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00

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12/06/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/06/06	3923387	3972	HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/06/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/07/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/07/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/07/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/07/06	3887036	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/07/06	3882664	2147	PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/07/06	3882664	2147	PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/07/06	3882664	2147	PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/07/06	3932626	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/07/06	3870006	2191	NACL [0.9%] VIAL SOLN	1	26.00	26.00
12/07/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/07/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/07/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/07/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/07/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/07/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/07/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/07/06	3928917	519	BISACODYL 5 MG TBEC	2	0.10	0.20
12/08/06	3921470	1287	ZOLPIDEM TARTRATE 5 MG TAB	2	15.40	30.80
12/08/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/08/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/08/06	3887036	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/08/06	3932626	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/08/06	3932626	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/08/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/08/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/08/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/08/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/08/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/08/06	3905427	432	BISACODYL 10 MG SUPP	1	0.15	0.15
12/08/06	3870005	4661	SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/09/06	3872199	149	DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/09/06	3887036	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/09/06	3882664	2147	PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/09/06	3882664	2147	PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/09/06	3932626	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10

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12/09/06	3932626	217 DUCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/09/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/09/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/09/06	3940175	3801 ALUM-MAG HYDROXIDE-SIMETH [1	1	0.40	0.40
12/09/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/09/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/09/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/09/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/10/06	3921470	1287 ZOLPIDEM TARTRATE 5 MG TAB	1	15.40	15.40
12/10/06	3872199	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/10/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/10/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/10/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/10/06	3932626	217 DUCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/10/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/10/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/10/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/10/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/10/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/10/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/10/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/10/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/10/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/11/06	3921470	1287 ZOLPIDEM TARTRATE 5 MG TAB	2	15.40	30.80
12/11/06	3921470	1287 ZOLPIDEM TARTRATE 5 MG TAB	1	15.40	15.40
12/11/06	3948666	15 CEFAZOLIN SODIUM 1 GM SOLR	2	26.00	52.00
12/11/06	3887036	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/11/06	3882664	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/11/06	3932626	217 DUCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/11/06	3932626	217 DUCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/11/06	3870006	2191 NAEL [0.9%] VIAL SOLN	1	26.00	26.00
12/11/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/11/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/11/06	3940175	3801 ALUM-MAG HYDROXIDE-SIMETH [1	1	0.40	0.40
12/11/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/11/06	3911524	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/11/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/11/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00

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12/11/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/12/06	3957416	15	CEFAZOLIN SODIUM 1 GM SOLR	1	26.00	26.00
12/12/06	3957415	1711	DEXAMETHASONE SODIUM PHOSPHA	1	26.00	26.00
12/12/06	3886438	1799	FENTANYL CITRATE 0.25MG/5ML	1	40.00	40.00
12/12/06	3957427	1922	KETOROLAC TROMETHAMINE 30 MG	1	26.00	26.00
12/12/06	3956450	1992	MIDAZOLAM HCL 5MG/5ML SOLN	1	40.00	40.00
12/12/06	3886437	1993	MIDAZOLAM HCL 2MG/2ML SOLN	1	40.00	40.00
12/12/06	3886437	1993	MIDAZOLAM HCL 2MG/2ML SOLN	1	40.00	40.00
12/12/06	3889294	2150	PROPOFOL 10 MG/ML EMUL	1	75.25	75.25
12/12/06	3957414	2169	ROCURONIUM BROMIDE 10 MG/ML	1	82.40	82.40
12/12/06	3870004	2201	WATER FOR INJECTION SOLN	1	26.00	26.00
12/12/06	3957413	2204	SUCCINYLCHOLINE CHLOR 20 MG/	1	26.00	26.00
12/12/06	3886079	2347	BUPIVACAINE HCL (0.5%) MPF	1	31.00	31.00
12/12/06	3886079	2347	BUPIVACAINE HCL (0.5%) MPF	1	31.00	31.00
12/12/06	3956476	2347	BUPIVACAINE HCL (0.5%) MPF	2	31.00	62.00
12/12/06	3957417	2472	AKWA TEARS OINT	1	1.30	1.30
12/12/06	3957418	2477	LIDOCAINE HCL (2%) GEL	1	32.25	32.25
12/12/06	3957412	3845	DESFLURANE LIQD	170	4.90	833.00
12/12/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/12/06	3911524	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/12/06	3923387	3972	HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/12/06	3953935	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/12/06	3953935	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/12/06	3923387	3972	HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/12/06	3923387	3972	HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/13/06	3957648	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/13/06	3957648	1700	DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/13/06	3883624	1850	HEPARIN FLUSH 100 UNIT/ML	1	26.00	26.00
12/13/06	3957431	1922	KETOROLAC TROMETHAMINE 30 MG	1	26.00	26.00
12/13/06	3957431	1922	KETOROLAC TROMETHAMINE 30 MG	1	26.00	26.00
12/13/06	3957649	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/13/06	3957649	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/13/06	3957649	217	DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/13/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/13/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/13/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/13/06	3923387	3972	HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/13/06	3953935	3972	HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00

SMALLS, DOMINIQUE N 06327-00187 11/23/06 12/18/06 02/26/07
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DOMINIQUE N SMALLS SELF
4895 RIVER RD
JOHNS ISLAND SC 29455 12/28/06 IPC

200001 PENDING MEDICAID/CHARITY 999999999 SMALLS, DOMINIQUE, N

12/13/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/13/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/13/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/13/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/13/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/13/06	3957310	4575 CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
12/13/06	3957310	4575 CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
12/13/06	3957310	4575 CEFAZOLIN IN DEXTROSE (ISO-O	1	93.05	93.05
12/13/06	3883623	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/14/06	3957526	1287 ZOLPIDEM TARTRATE 5 MG TAB	2	15.40	30.80
12/14/06	3957651	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/14/06	3957431	1922 KETOROLAC TROMETHAMINE 30 MG	1	26.00	26.00
12/14/06	3957431	1922 KETOROLAC TROMETHAMINE 30 MG	1	26.00	26.00
12/14/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/14/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/14/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/14/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/14/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/14/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/14/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/14/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/14/06	3953935	3972 HYDROMORPHONE HCL 2 MG/ML	2	40.00	80.00
12/14/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/14/06	3957661	519 BISACODYL 5 MG TBEC	2	0.10	0.20
12/15/06	3957526	1287 ZOLPIDEM TARTRATE 5 MG TAB	2	15.40	30.80
12/15/06	3957648	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/15/06	3883624	1850 HEPARIN FLUSH 100 UNIT/ML	1	26.00	26.00
12/15/06	3957431	1922 KETOROLAC TROMETHAMINE 30 MG	1	26.00	26.00
12/15/06	3957654	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/15/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/15/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/15/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/15/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/15/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/15/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/15/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/15/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/15/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00

02/26/07

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SMALLS, DOMINIQUE N

06327-00187

11/23/06

12/18/06

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DOMINIQUE N SMALLS

SELF

4895 RIVER RD

JOHNS ISLAND

SC 29455

12/28/06 IPC

200001 PENDING MEDICAID/CHARITY

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SMALLS, DOMINIQUE;N

12/15/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/15/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/15/06	3883623	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/16/06	3957651	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/16/06	3957651	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/16/06	3957651	149 DIPHENHYDRAMINE HCL 25 MG	1	3.00	3.00
12/16/06	3957648	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/16/06	3883624	1850 HEPARIN FLUSH 100 UNIT/ML	1	26.00	26.00
12/16/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/16/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/16/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/16/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/16/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/16/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/16/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/16/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/16/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/16/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/16/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	1	26.00	26.00
12/16/06	3870005	4661 SODIUM CHLORIDE FLUSH 0.9%	2	26.00	52.00
12/17/06	3957648	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/17/06	3957648	1700 DALTEPARIN SODIUM 5000 UNIT/	1	160.40	160.40
12/17/06	3957654	2147 PROMETHAZINE HCL 25 MG/ML	1	26.00	26.00
12/17/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/17/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/17/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/17/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/17/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/17/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/17/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/17/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/17/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/17/06	3923387	3972 HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
12/18/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/18/06	3957649	217 DOCUSATE SODIUM 100 MG CAP	1	0.10	0.10
12/18/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/18/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/18/06	3921461	298 MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90

SMALLS, DOMINIQUE N

06327-00187

11/23/06

12/18/06

02/26/07

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DOMINIQUE N SMALLS

SELF

4895 RIVER RD

JOHNS ISLAND

SC 29455

12/28/06 IPC

200001 PENDING MEDICAID/CHARITY

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SMALLS, DOMINIQUE; N

12/18/06	3921461	298	MEPERIDINE HCL-PROMETHAZINE	2	8.45	16.90
12/18/06	3923387	3972	HYDROMORPHONE HCL 2 MG/ML	1	40.00	40.00
			TOTAL PHARMACY			18,573.75
12/11/06	3948666	3	D5% SOLP	1	46.00	46.00
			TOTAL PHARMACY IV SOLUTIONS			46.00
12/12/06	375	72620	SCREW/BOLT IMPLANT LEVEL 1	4	48.00	192.00
12/12/06	376	72620	SCREW/BOLT IMPLANT LEVEL 1	1	48.00	48.00
12/12/06	377	72620	SCREW/BOLT IMPLANT LEVEL 1	1	48.00	48.00
12/12/06	372	72628	SCREW/BOLT IMPLANT LEVEL 5	1	537.00	537.00
12/12/06	373	72628	SCREW/BOLT IMPLANT LEVEL 5	1	537.00	537.00
12/12/06	378	72680	PLATE IMPLANT LEVEL 1	1	213.00	213.00
12/12/06	374	72710	WASHER IMPLANT LEVEL 1	1	50.00	50.00
			TOTAL OTHER IMPLANTS			1,625.00
11/23/06	5	21050	BASIC METABOLIC PANEL	1	197.00	197.00
11/23/06	4	23050	CBC (COMPLETE BLOOD COUNT)	1	76.00	76.00
11/23/06	88	23086	PREGNANCY SERUM QUAL (HCG)	1	227.00	227.00
			TOTAL LABORATORY			500.00
11/23/06	2	30110	XR ANKLE 3 VIEW MIN	1	307.00	307.00
11/23/06	2	30144	XR CHEST 1 VIEW PA/AP	1	166.00	166.00
11/23/06	2	30230	XR LEG TIBIA AND FIBULA 2 VI	1	286.00	286.00
11/23/06	2	30290	XR SPINE CERVICAL 2 OR 3 VIE	1	336.00	336.00
11/27/06	71	30144	XR CHEST 1 VIEW PA/AP	1	166.00	166.00
			TOTAL DIAGNOSTIC RADIOLOGY			1,261.00
11/28/06	129	55120	OR LEVEL III INITIAL 30 MINS	1	3,092.00	3,092.00
12/12/06	368	55120	OR LEVEL III INITIAL 30 MINS	1	3,092.00	3,092.00
12/12/06	369	55125	OR LEVEL III EA ADD 30 MINS	5	1,546.00	7,730.00
			TOTAL OR SERVICES			13,914.00
11/29/06	108	40006	PT FUNCTIONAL TRNG 15 MIN	3	88.00	264.00
11/30/06	132	40006	PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/01/06	149	40006	PT FUNCTIONAL TRNG 15 MIN	3	88.00	264.00
12/02/06	169	40006	PT FUNCTIONAL TRNG 15 MIN	1	88.00	88.00
12/04/06	197	40006	PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00

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SMALLS, DOMINIQUE N	06327-00187	11/23/06	12/18/06	013	
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DOMINIQUE N SMALLS		SELF			
4895 RIVER RD					
JOHNS ISLAND	SC 29455	12/28/06	IPC		
200001 PENDING MEDICAID/CHARITY	999999999	SMALLS, DOMINIQUE;N			
12/06/06	237	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/07/06	262	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/08/06	283	40006 PT FUNCTIONAL TRNG 15 MIN	1	88.00	88.00
12/09/06	301	40006 PT FUNCTIONAL TRNG 15 MIN	3	88.00	264.00
12/10/06	319	40006 PT FUNCTIONAL TRNG 15 MIN	1	88.00	88.00
12/11/06	335	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/12/06	352	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/13/06	379	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/15/06	433	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/16/06	451	40006 PT FUNCTIONAL TRNG 15 MIN	2	88.00	176.00
12/17/06	471	40006 PT FUNCTIONAL TRNG 15 MIN	1	88.00	88.00
TOTAL PHYSICAL THERAPY					2,728.00
11/25/06	40	40012 PT EVAL 15 MIN	1	106.00	106.00
TOTAL EVALUATION OR REEVALUATION					106.00
11/23/06	16	12002 CATEGORY 2 SF	1	1,154.00	1,154.00
11/23/06	18	13636 MEDS (IV PUSH) SF	3	168.00	504.00
11/23/06	17	13790 IV INFUSION TX INTL HR ER SF	1	327.00	327.00
TOTAL EMERGENCY ROOM					1,985.00
11/28/06	130	54132 PACU INITIAL 30 MINS	1	803.00	803.00
11/28/06	131	54134 PACU EA ADDL 30 MINS	1	298.00	298.00
12/12/06	370	54132 PACU INITIAL 30 MINS	1	803.00	803.00
12/12/06	371	54134 PACU EA ADDL 30 MINS	2	298.00	596.00
TOTAL RECOVERY ROOM					2,500.00
TOTAL CHARGES					66,563.75
02/06/07	156	A0100 SELF PAY DISCOUNT		13,312.75CR	
TOTAL PAYMENTS/ADJUSTMENTS					13,312.75CR
ESTIMATED PATIENT BALANCE DUE					53,251.00

SMALLS, DOMINIQUE N

06327-00187

11/23/06

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DOMINIQUE N SMALLS
4895 RIVER RD
JOHNS ISLAND

SC 29455

SELF

12/28/06 IPC

200001 PENDING MEDICAID/CHARITY

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SMALLS, DOMINIQUE;N

BON SECOURS ST. FRANCIS HOSPITAL

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DOMINIQUE N SMALLS		SELF	
4895 RIVER RD			
JOHNS ISLAND	SC 29455		12/28/06 IPC
200001 PENDING MEDICAID/CHARITY	999999999		SMALLS, DOMINIQUE;N

0110 R AND B PRIVATE MED GENERAL	23,325.00
0250 PHARMACY	18,573.75
0258 PHARMACY IV SOLUTIONS	46.00
0278 OTHER IMPLANTS	1,625.00
0300 LABORATORY	500.00
0320 DIAGNOSTIC RADIOLOGY	1,261.00
0360 OR SERVICES	13,914.00
0420 PHYSICAL THERAPY	2,728.00
0424 EVALUATION OR REEVALUATION	106.00
0450 EMERGENCY ROOM	1,985.00
0710 RECOVERY ROOM	2,500.00

TOTAL CHARGES	66,563.75
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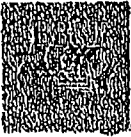
02/06/07	156	A0100 SELF PAY DISCOUNT	13,312.75CR
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TOTAL PAYMENTS/ADJUSTMENTS	13,312.75CR
ESTIMATED PATIENT BALANCE DUE	53,251.00

BON SECOURS ST. FRANCIS HOSPITAL

53,251.00

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DATE DECEMBER 05, 2007

5-709/110

PAY TO THE ORDER OF ROGER ST. FRANCIS

\$ ** \$25,251.00 **

DOLLARS

BB&T

BB&T BANK OF AMERICA PAYMENT SYSTEMS, INC.
P.O. BOX 2475, ANNAPOLIS, MD 21403
DRAWEE: SHORELINE SAFE DEPOSIT & TRUST CO., BOSTON, MASSACHUSETTS

DRAWN BY BB&T
AUTHORIZED SIGNATURE

MEMO PURCHASER DOMINIQUE SMALLS, ACCT #C06327-00187

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MCDONALD, PATREZE

08151-00486

05/30/08

05/30/08

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BETTY L MCDONALD
PO BOX 1082
HOLLYWOOD

MOTHER

SC 29449

06/02

05/30/08	6545579	805 HYDROCODONE-ACETAMINOPHEN (5	1	9.00	
		TOTAL PHARMACY			
05/30/08	3	23048 HEMATOCRIT (HCT)	1	44.00	44.00
		TOTAL LABORATORY			44.00
05/30/08	1	35140 CT HEAD W/O CONTRAST	1	1,837.00	1,837.00
		TOTAL CT BODY			1,837.00
05/30/08	5	12002 CATEGORY 2 SF	1	1,346.00	1,346.00
		TOTAL EMERGENCY ROOM			1,346.00
		TOTAL CHARGES			3,236.00
06/08/08	302	A0100 SELF PAY DISCOUNT		1,132.60CR	
		TOTAL PAYMENTS/ADJUSTMENTS			1,132.60
		ESTIMATED PATIENT BALANCE DUE			2,103.40

BON SECOURS ST. FRANCIS HOSPITAL

MCDONALD, PATREZE

08151-00486

05/30/08

05/30/08

76
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21

BETTY L MCDONALD
PO BOX 1082
HOLLYWOOD

MOTHER

SC 29449

06/02/08 ERC

0250 PHARMACY	9.00
0300 LABORATORY	44.00
0350 CT BODY	1,837.00
0450 EMERGENCY ROOM	1,346.00

TOTAL CHARGES

3,236.00

06/08/08 302 A0100 SELF PAY DISCOUNT

1,132.60CR

TOTAL PAYMENTS/ADJUSTMENTS
ESTIMATED PATIENT BALANCE DUE

1,132.60CR
2,103.40

BON SECOURS ST. FRANCES HOSPITAL

2,103.40

MITCHELL, MARTEZE

08151-00491

05/30/08

05/30/08

06/19/08

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MARTEZE MITCHELL
7385 WILLIE MITCHELL LN
HOLLYWOOD

SC 29449

SELF

06/02/08

SP

05/30/08	6545690	805 HYDROCODONE-ACETAMINOPHEN [5	1	9.00	9.00
05/30/08	6546355	816 IBUPROFEN 200 MG TAB	1	0.10	0.10
05/30/08	6546354	817 IBUPROFEN 400 MG TAB	2	4.00	8.00
05/30/08	6546404	817 IBUPROFEN 400 MG TAB	-1	4.00	4.00CR
		TOTAL PHARMACY			13.10
05/30/08	3	23048 HEMATOCRIT (HCT)	1	44.00	44.00
		TOTAL LABORATORY			44.00
05/30/08	1	35140 CT HEAD W/O CONTRAST	1	1,837.00	1,837.00
		TOTAL CT BODY			1,837.00
05/30/08	8	12002 CATEGORY 2 SF	1	1,346.00	1,346.00
		TOTAL EMERGENCY ROOM			1,346.00

TOTAL CHARGES

3,224.10

06/08/08 302 A0100 SELF PAY DISCOUNT

1,134.04CR

TOTAL PAYMENTS/ADJUSTMENTS
ESTIMATED PATIENT BALANCE DUE

1,134.04CR
2,106.66

BON SECOURS ST. FRANCIS HOSPITAL

MITCHELL, MARTEZE

08151-00491

05/30/08

05/30/08

06/19/08

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MARTEZE MITCHELL
7385 WILLIE MITCHELL LN
HOLLYWOOD

SC 29449

SELF

06/02/08 ERC

0250 PHARMACY
0300 LABORATORY
0350 CT BODY
0450 EMERGENCY ROOM

11.10

47.50

1,000.00

1,148.60

TOTAL CHARGES

3,241.10

05/08/08

302 A0100 SELF PAY DISCOUNT

1,134.04CR

TOTAL PAYMENTS/ADJUSTMENTS
ESTIMATED PATIENT BALANCE DUE

1,134.04CR

2,106.06

BON SECOURS ST. FRANCIS HOSPITAL

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PAY TO THE ORDER OF	Roper St. Francis Healthcare		\$3,236.00	1/28/2009
Three Thousand Two Hundred Thirty-Six and 00/100***** DOLLARS				
Roper St. Francis Healthcare St. Francis Xavier Hospital P.O. Box 751874 Charlotte, NC 282751874				
MEMO	Petreze K. McDonald/C08151-00486			
091229 05320160715124110566 0000323				

091229

05320160715124110566

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053101121
02/17/2009
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0031200730 02/17/2009
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LAW OFFICES OF WILLIAM A. GREEN LLC ESCROW ACCOUNT P.O. Box 70100 • N. Charlotte, NC 28275-0100		44	BB&T Branch Banking and Trust Company of South Carolina 151 MEETING STREET CHARLOTTE, NC 28402 87 100 532 42001	091257
PAY TO THE ORDER OF	Roper St. Francis Healthcare		\$3,240.10	1/29/2009
Three Thousand Two Hundred Forty and 10/100*****				
Roper St. Francis Healthcare St. Francis Xavier Hospital P.O. Box 751874 Charlotte, NC 282751874				
MEMO	Marteze Mitchell/C08151-00481			
091257 05320160715124110566 0000324010				

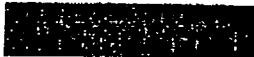
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09232-00510

08/19/08

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08/26/08 EBA

08/19/08	4	30210 BXR HIP UNILATERAL 2 VIEW MI	1		
08/19/08	1	30224 BXR KNEE 1 OR 2 VIEWS	1	413.00	413.00
08/19/08	2	30324 BXR WRIST 3 VIEW MIN	1	283.00	283.00
		TOTAL DIAGNOSTIC RADIOLOGY		280.00	280.00
					976.00
08/19/08	3	35140 BCT HEAD W/O CONTRAST	1	1,837.00	1,837.00
		TOTAL CT BODY			1,837.00
08/19/08	5	12000 CATEGORY 1 BRKLY	1	2,146.00	2,146.00
		TOTAL EMERGENCY ROOM			2,146.00
		TOTAL CHARGES			4,959.00
09/02/08	799	A0100 SELF PAY DISCOUNT		1,735.65CR	
		TOTAL PAYMENTS/ADJUSTMENTS			1,735.65CR
		ESTIMATED PATIENT BALANCE DUE			3,223.35

ROPER HOSPITAL

3,223.35

000163

[REDACTED]

00232-00610

08/19/08

08/19/08

09/24/08
M46

001

DO

17

[REDACTED]

08/26/08 EBA

0320 DIAGNOSTIC RADIOLOGY
0350 CT BODY
0450 EMERGENCY ROOM

976.00
1,837.00
2,146.00

TOTAL CHARGES.

4,959.00

09/02/08 799 A0100 SELF PAY DISCOUNT

1,738.65CR

TOTAL PAYMENTS/ADJUSTMENTS
ESTIMATED PATIENT BALANCE DUE

1,738.65CR
3,223.35

ROPER HOSPITAL

3,223.35

ALL CHECKS MUST BE DEPOSITED TO THIS ACCOUNT

Roper St. Francis Healthcare

A08232-00610

6/29/2008

094053

4,958.00

CHECKING

[REDACTED]

A08232-00610

4,958.00

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY

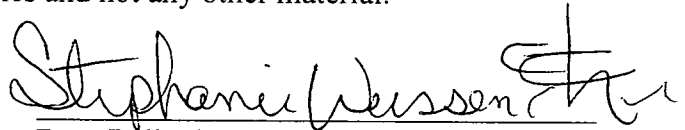
The Honorable Roger M. Young, Circuit Court Judge

Case No. 2009-CP-10-0735

Law Offices of William A. Green, Plaintiff,
vs.
Roper St. Francis Healthcare and Dominique Smalls, Defendants,
Of whom,
Dominique Smalls is.....Appellant
And
Roper St. Francis Healthcare is, Respondent.

CERTIFICATE OF COUNSEL

Counsel for Appellants hereby certify that the **Record on Appeal** contains all material proposed to be included by any of the parties and not any other material.



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ATTORNEYS FOR APPELLANT

February 3, 2011

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Honorable Roger M. Young, Circuit Court Judge

Case No. 2009-CP-10-0735

RECEIVED
FEB 07 2011

SC Court of Appeals

Law Offices of William A. Green,

Plaintiff,

vs.

Roper St. Francis Healthcare and Dominique Smalls,

Defendants,

Of whom,

Dominique Smalls is.....Appellant

And

Roper St. Francis Healthcare is,

Respondent.

CERTIFICATE OF SERVICE

I, Brooks C. Schumacher, do hereby certify that I have this date, served one (1) copy of the **Record on Appeal** in the above-captioned matter on the following by placing same in United States Mail, with sufficient first-class postage affixed and addressed as follows:

Stephen L. Brown, Esquire
Young Clement Rivers LLP
Post Office Box 993
Charleston South Carolina 29402

Russell G. Hines, Esquire
Associate
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BCS