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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

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SC Court of Appeals

Case No.: 2016-001178

Linda Estrada, George Estrada, Tyrone Ruff, Khalilah Smith,
Carletta Williams, and Cristian Reyes,.....Respondents,

v.

Andrew Marshall and Linda Marshall,.....Appellants,

RECORD ON APPEAL VOLUME II

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CERTIFICATE OF APPELLANT

1 Q Where was your back?

2 A My back was against the door.

3 Q Okay. The sliding glass door?

4 A That is correct.

5 Q Okay. And which way were you looking?

6 A I was looking the same direction I'm looking now.

7 Q So my understanding of the way, if the sliding glass
8 door is behind, the deck goes out that way, you would have
9 seen -- or Ms. Estrada would have been on your right and
10 Mr. Estrada would have been on your left; is that correct?

11 A That would have been correct.

12 Q Okay. Was there anyone next to you that you can
13 recall?

14 A Actually, there was multiple people. That's why I
15 stated it was about nine or 10 people other than the three
16 people you named.

17 Q Do you know if Mr. Reyes was standing next to you?

18 A No, he wasn't standing next to me, but, like I said,
19 he did come back and forth to play the tic-tac-toe game.

20 Q And my understanding from your prior testimony is you
21 don't have any recollection of whether he was out on the
22 deck when it fell; is that correct?

23 A That's correct.

24 Q Okay. Just to go over some basic things. No one
25 told ou about the condition of the deck, whether it was

1 safe or not safe; is that correct?

2 A That's correct.

3 Q Nobody told you if there were repairs made or not
4 made; is that correct?

5 A That is correct.

6 Q And up until the point that the deck fell, there was
7 no indication of it having any problems with stability or
8 being unsound in your opinion; is this correct?

9 A That is correct.

10 Q All right. Thank you very much, sir.

11 A You're welcome.

12 THE COURT: All right. Anything else?

13 MR. RILEY: Nothing, Your Honor.

14 THE COURT: All right. Thank you.

15 Ladies and gentlemen of the jury, let's take a brief
16 recess. I have to run to the restroom and I wasn't able
17 to last time when y'all were able to. So let's take about
18 a 10-minute break. I've got to go upstairs. My office is
19 upstairs. Don't talk about the case. Thank you.

20 (WHEREUPON, the jury left the courtroom at 10:26
21 a.m.)

22 THE COURT: All right. I will be right back.

23 MR. WLODARCZYK: Thank you, Judge.

24 (WHEREUPON, a short recess was held.)

25 THE COURT: Y'all ready for the jury?

1 MR. WLODARCZYK: We've got one issue, Judge.

2 THE COURT: Okay.

3 MR. WLODARCZYK: Mr. Reyes has a conviction for
4 larceny and burglary. I'd like to introduce that. I
5 think it goes to his character. I just wanted a ruling.
6 I understand Mr. Ellis probably opposes it.

7 MR. ELLIS: Your Honor, I'd assert under 609 and Rule
8 403 that there's more prejudice than probative allowing it
9 in the case. Mr. Reyes is 23 years old. I think -- I
10 don't know what page you've got, but the guilty plea was
11 several years ago. It was not before he was 18 years of
12 age, but it was a period of time, which I think is in the
13 Court's discretion that shows it's not appropriate. And
14 we argue that it's more prejudicial than probative for the
15 matter before you.

16 THE COURT: I'm going to allow the Defense to
17 cross-examine him about that. I do think it goes to his
18 -- the issue of credibility. Those are crimes of
19 dishonestly or false statement under 609, which I think
20 are allowable under the rules. I will allow the Defense
21 to cross-examine him on it.

22 MR. ELLIS: Thank you, Your Honor.

23 THE COURT: Certainly, you can ask him about it as
24 well, which I anticipate you doing to soften the blow when
25 he ask the question.

1 Okay. Anything else?

2 MR. RILEY: Still waiting on a client, Your Honor.

3 THE COURT: Yeah, that's fine. Is that the one
4 that's not here?

5 MR. RILEY: He's here. He's down in the holding cell
6 using the restroom.

7 THE COURT: Okay. What about the one who's --

8 MR. RILEY: I just made contact. She had planned on
9 being here at 11:00 and she's planning on being here at
10 11:00 still as of two minutes ago.

11 THE COURT: Okay. Do you know what the operative
12 case number is now that it's been consolidated? Is it
13 4304?

14 MR. RILEY: Yes, sir.

15 THE COURT: So on the verdict form, it should list
16 all the Plaintiffs' names with the caption of 4304.

17 All right. Y'all ready?

18 MR. RILEY: We're ready now.

19 THE COURT: All right. Let's bring them in.

20 (WHEREUPON, the jury returned to the courtroom
21 at 10:43 a.m.)

22 BAILIFF: Your Honor, the jury's present.

23 THE COURT: All right. Thank you very much.

24 Ma'am, what's your last name?

25 THE JUROR: Mine?

1 THE COURT: Yes, ma'am.

2 THE JUROR: Putnam.

3 THE COURT: All right. Ms. Putnam, you are going to
4 be the forelady of the trial jury now. You will be the
5 jury spokesperson here in court. You will, also, help
6 moderate the deliberations when you do get the case to
7 deliberate. And, lastly, you will be the one who will
8 fill out the verdict form. And you're the only one
9 authorized to fill out the verdict form, but you cannot do
10 it, however, until there's been a unanimous verdict, okay?

11 THE JUROR: Yes, sir.

12 THE COURT: Thank you very much, Ms. Putnam, for your
13 choice to be the forelady.

14 All right. Let's proceed with the next witness.

15 MR. RILEY: Thank you, Your Honor. I call Carletta
16 Williams as our next witness.

17 THE COURT: All right. Ms. Williams.
18 Thereupon;

19 CARLETTA WILLIAMS, after having
20 been duly sworn, testified as follows:

21 THE CLERK: Thank you. Have a seat in the witness
22 box, please. State your name for the record.

23 THE WITNESS: Carletta Williams.

24 DIRECT EXAMINATION

25 BY MR. RILEY:

- 1 Q Ms. Williams, how old are you?
- 2 A I'm 31.
- 3 Q Where do you live?
- 4 A Columbia, South Carolina.
- 5 Q Where did you grow up?
- 6 A Columbia.
- 7 Q Were you previously married to Tyrone Ruff?
- 8 A Yes.
- 9 Q How many children do y'all have together?
- 10 A We have three.
- 11 Q Do you help support your children?
- 12 A I do.
- 13 Q What type of work do you do?
- 14 A I'm a CNA. I do home healthcare for Home Community
- 15 Long Term.
- 16 Q Describe for the jury what your duties as a CNA
- 17 require you to do?
- 18 A If lift my client. I wash them, feed them, clean up,
- 19 supervise.
- 20 Q So you provide care to them because they're unable to
- 21 provide that care to themselves?
- 22 A That's correct.
- 23 Q How long have you been doing that type of work?
- 24 A Eight years plus.
- 25 Q Who were you working for in April of 2014, what

1 company?

2 A Rest Assured.

3 Q And how long had you worked at Rest Assured?

4 A Probably about four, four years.

5 Q And you were living in Richland County in April of
6 2014?

7 A I was living in Lexington County.

8 Q How do you know Latasha White?

9 A That's my former sister-in-law.

10 Q Did you understand at the time of this incident, she
11 was renting 108 Casbel Court, the incident location, from
12 the Defendants (indicating) Andrew and Linda Martin?

13 A Yes.

14 Q Why did you go to Ms. White's home on that particular
15 day?

16 A It was my mother-in-law's birthday and they was
17 having her a cookout.

18 Q Had you been to Ms. White's house before at this
19 location?

20 A I had.

21 Q What time did you arrive?

22 A Around 9:00.

23 Q Describe for the jury, generally, what you did when
24 you arrived at the home that evening?

25 A When we came in, we gave everything a hug, sent the

1 kids down the hallway and then we went into the kitchen
2 and out onto the deck.

3 Q What was everyone doing on the deck, generally?

4 A Talking, playing games, cooking on the grill.

5 Q Now, we heard testimony that the deck collapsed
6 sometime around 11:30, 11:40, around that time. How long
7 do you think you were on that deck before it collapsed?

8 A Around an hour, hour and a half.

9 Q Now, I'm going to show you what's previously been
10 marked as Plaintiff's Exhibit No. 5. I would like for you
11 to look at this exhibit and look at that top picture and
12 please show the jury where you were at the time that deck
13 collapsed?

14 A I was sitting here (indicating).

15 Q On the steps?

16 A Uh-huh.

17 Q So you were sitting right on these steps right here
18 where it meets the deck?

19 A I think Tyrone Ruff was sitting here and I was
20 sitting here because I was sitting -- he was sitting here
21 and I was sitting here because I was sitting between his
22 legs, so.

23 Q Okay. Was there any warning before this deck
24 collapsed?

25 A Not at all.

1 Q Is it safe to say you were surprised that the deck
2 collapsed?

3 A Very surprised.

4 Q Was Khalilah Smith, also, on that deck?

5 A She was.

6 Q Describe for the jury what you did the moment that
7 deck collapsed?

8 A The moment the deck collapsed, I mean, it took me by
9 surprise. Once my ex-husband had helped me up, I was
10 panicking looking for my son. He was on the deck, also,
11 so I didn't know if he fell in between where the deck
12 fell. I didn't know if the grill fell on him. I didn't
13 know nothing, so my concern was to find where my son was.
14 And so when I found him, he was underneath where the grill
15 was at and, you know, ashes and stuff had fell on him.
16 You know, he wasn't burnt or anything.

17 Q But, initially, you were concerned about your son?

18 A Very concerned about my son.

19 Q And I think you testified it was difficult for you to
20 get up because of the way you fell?

21 A Right. And Tyrone helped me get up.

22 Q Did you see anyone do anything to make that deck
23 collapsed?

24 A Not at all.

25 Q So you weren't dancing on the deck?

1 A No.

2 Q No one was jumping on the deck?

3 A No.

4 Q What type of injuries, if at all, did you have
5 immediately after this deck collapsed?

6 A I had big -- like on my right side, because I fell on
7 the right side, my right side was hurting. And I had like
8 a big bruise on my right side.

9 Q So your testimony is you had pain when you were hit
10 in the lower back area?

11 A Right.

12 Q Immediately after the fall?

13 A (The witness nodded head.)

14 Q Did you seek any medical treatment?

15 A I did.

16 Q Where did you go?

17 A That night, I went to Palmetto Baptist. I, also,
18 went to Lexington Urgent Care and the chiropractor.

19 Q Let's talk about each of those. How did you get to
20 Palmetto Baptist that evening?

21 A Mr. Ruff drove us.

22 Q Why did he drive you as opposed to riding in the
23 ambulance?

24 A At the time, they said had done sent out as many
25 ambulances as they could and that it was going to be a

1 while. That if you could take yourself that you should.

2 Q So you wanted to leave that ambulance for other
3 people and you got --

4 A I mean, it was packed, so everybody had gone.

5 Q So when you were at the ER that night, what did they
6 do to treat you for your injuries?

7 A They gave me medication.

8 Q How did you feel in the days after leaving Palmetto
9 Baptist Hospital?

10 A In a lot of pain. It was difficult to sleep. And I
11 had three small kids, so I can't constantly take that
12 medication and be tired and sleepy. I have to take care
13 of them. I couldn't work.

14 Q How old are your children?

15 A I got -- at that time?

16 Q At that time, that's fine.

17 A I got a nine-year-old now, so -- I got a nine, seven
18 and four.

19 Q Very energetic?

20 A Very.

21 Q Now, at some time, did you seek other treatment for
22 the pain you were having in your hip and lower back?

23 A I did.

24 Q Before we talk about that, let's go back to that
25 bruising that you had. Describe the color of that

1 bruising for the jury.

2 A It was like bluish-purple, like the size of a sheet
3 of paper, a normal-sized sheet of paper.

4 Q About the size of this sheet of paper?

5 A Yes.

6 Q How long did that bruise last?

7 A Probably about a week, maybe a week and a half.

8 Q Now, at some point, you did seek subsequent
9 treatment, correct?

10 A I did.

11 Q Where did you seek subsequent treatment, at the
12 chiropractor?

13 A Yes.

14 Q What did he do for you?

15 A Back adjustments, massages and cold compress. I
16 think they did an x-ray.

17 Q And you treated with him for approximately one month?

18 A Yes.

19 Q And then you were released?

20 A Yes.

21 Q How did you feel when you were released?

22 A I mean, it was better than it was.

23 Q Were you still in pain?

24 A Slightly.

25 Q But it was better?

1 A It was.

2 Q But you didn't stop treating with him until July of
3 -- July 17th, 2014, correct?

4 A Correct.

5 Q So that would have been five months after the
6 accident?

7 A Uh-huh.

8 Q Or the collapse?

9 A Yes, I'm sorry.

10 Q How did you find out about the chiropractor at
11 Midlands Health Center?

12 A Someone from the firm. I don't have a primary
13 doctor.

14 Q So you were asking for medical advice?

15 A I was.

16 Q And you were referred by someone at our firm?

17 A Yes.

18 Q I'm going show you what's previously been marked as
19 Plaintiff's Exhibit No. 12. It's the packet of your
20 medical bills. Are these medical bills still owed?

21 A They are.

22 Q Do you recognize them as being your medical bills --

23 A Yes.

24 Q -- that you received? Are they related to this
25 accident?

1 A They are.

2 Q Or incident. Did you miss any work as a result of
3 this deck collapsed?

4 A I missed two weeks.

5 Q Two weeks. How much hours per week do you work?

6 A I work 25 -- well, at that time.

7 Q What were you being paid at that time per hour?

8 A Nine fifty.

9 Q If I told you that that math adds up to \$475, would
10 you dispute that?

11 A No.

12 Q Are you claiming \$475 in lost wages as part of this
13 case?

14 A Yes.

15 Q Now, during those months of treatment and pain, was
16 it difficult for you to partake in activities with your
17 children?

18 A Yes.

19 Q Ms. Williams, I thank you for your testimony in this
20 case. Please answer any questions the Defense counsel may
21 have for you.

22 MR. ELLIS: May it please the Court?

23 THE COURT: Yes, sir.

24 REDIRECT EXAMINATION

25 BY MR. ELLIS:

1 Q Ms. Williams, I'm Todd Ellis. I'm going to ask you
2 some of those same questions. Do you recall
3 approximately how many people were on the deck at the
4 time it collapsed?

5 A Probably like 10.

6 Q About 10. Were people coming on and off the deck all
7 night long?

8 A They was.

9 Q All right. And I missed, I couldn't see, if you
10 could tell me again, too, you said you were on the stairs?

11 A Yes.

12 Q And so which way would you have been facing at the
13 time in which the deck, actually, collapse?

14 A Well, at that time, we was playing a game, so kind of
15 like right there (indicating).

16 Q You would have been facing the edge of the deck right
17 here?

18 A (The witness nods.)

19 Q You have to answer?

20 A That's correct. I'm sorry.

21 Q Yeah, that's okay. All right. And do you remember
22 seeing Cristian Reyes that night?

23 A I seen him that night, yes.

24 Q Do you know if he was on the deck at the time of the
25 accident?

1 A No.

2 Q You don't know?

3 A I don't recall him being on the deck.

4 Q You don't recall him being on the deck?

5 A No.

6 Q Can you name every person that was on the deck?

7 A I cannot.

8 Q At the time of accident?

9 A (Witness shakes head.)

10 Q Okay. Thank you, ma'am.

11 A You're welcome.

12 THE COURT: All right.

13 CROSS-EXAMINATION

14 BY MR. WLODARCZYK:

15 Q Good morning, Ms. Williams. How are you?

16 A Fine.

17 Q I just want to clarify. I understand from your
18 deposition you're not having any more problems; is that
19 correct?

20 A No.

21 Q Okay. No, you're not having any problems?

22 A I'm not having any problems.

23 Q Okay. Thanks. And the same question I've asked the
24 Co-plaintiffs, prior to the deck collapsing, you didn't
25 have any information about any repairs that were done or

1 were not done to the deck; is that correct?

2 A That's correct.

3 Q And you didn't have any knowledge about any problems
4 with the stability or the structure or being able to hold
5 the people on the deck prior to it falling; is that
6 correct?

7 A That's correct.

8 Q And you, actually, had been out to this property
9 beforehand; is that, also, correct?

10 A That's correct.

11 Q And that's because it used to be your former
12 sister-in-law?

13 A Correct.

14 Q And you had been on this deck prior to this night?

15 A I've been out there before, yes.

16 Q And those prior occasions, did you notice anything
17 that brought your attention to any problems that might
18 have resulted in this fall?

19 A It was brief walking on, maybe sit something down on
20 the deck and come back in. It was never that kind of
21 situation where it was a function or anything like that.

22 Q Did you ever feel unsafe on the deck prior to it
23 falling?

24 A No.

25 Q Okay. Mr. Ellis asked you about Mr. Reyes. During

1 your deposition I asked you about several of the folks and
2 one of my questions was if you remembered that Mr. Reyes
3 was on the deck. Do you recall my asking you that
4 question?

5 A I do.

6 Q And do you recall that your response was, Do I to
7 answer that?

8 A I do.

9 Q Okay. What was -- why did you not want to answer
10 that question?

11 A I mean, because he wasn't on deck, he said he was on
12 the deck, but he wasn't up there.

13 Q At that point in time when I took your deposition,
14 you knew he wasn't on the deck when the deck fell; is that
15 correct?

16 A I can't recall him being on the deck, no.

17 Q But at the time of the deposition, you specifically
18 stated he was not --

19 A No, was wasn't on the deck, correct.

20 Q All right. And, in fact, you informed me that -- I
21 asked you where he was and you said in the house; is that,
22 also, correct?

23 A Uh-huh, yes.

24 Q Okay. So there's no confusion at the time when I
25 took your deposition where Mr. Reyes was in your opinion;

1 is this correct? He was in the house?

2 A Correct.

3 Q And I, also, understand that I asked you, Well, how
4 did you know that? And I believe your response was,
5 Because he came out afterwards, after everybody was
6 getting off the deck, to your recollection?

7 A Correct.

8 Q All right. Thank you for your time, ma'am.

9 THE COURT: All right. Redirect?

10 MR. REARDON: None, Your Honor.

11 MR. RILEY: None, Your Honor.

12 THE COURT: All right. Thank you, ma'am. You may
13 step down.

14 The Plaintiff can call their next witness.

15 MR. ELLIS: Your Honor, can we approach?

16 THE COURT: Yes, sir.

17 (WHEREUPON, a bench conference was held off the
18 record, in the presence of the jury, but out of the
19 hearing of the jury.)

20 MR. ELLIS: Your Honor, we call Cristian Reyes.

21 THE COURT: Okay. Mr. Reyes.

22 Thereupon;

23 CRISTIAN REYES, after having been
24 duly sworn, testified as follows:

25 THE CLERK: Thank you. Have a seat in the witness

1 box, please. State your name for the record.

2 THE WITNESS: Cristian Reyes.

3 DIRECT EXAMINATION

4 BY MR. ELLIS:

5 Q Cristian, how long have I known you probably?

6 A Roughly, I'm 23 now, about, 18, 19 years.

7 Q Right. And I've done some work for your mom; is that
8 right?

9 A Yes, sir.

10 Q All right. What took you to the house in April of
11 2015? Why were you there that night?

12 A It was a birthday party for my ex-girlfriend's
13 grandmother.

14 Q Okay. That's a lot. So Ms. White was the tenant of
15 that house; is that correct?

16 A Yes, sir.

17 Q All right. And you were dating her daughter?

18 A Yes, sir.

19 Q And what's her name?

20 A Shaquan Ruff.

21 Q How long have you and Shaquan been seeing each other
22 at that time?

23 A On and off or?

24 Q Whatever.

25 A On and off, I would say, almost two years.

1 Q Okay. Had you had an occasion when you were seeing
2 her to stay at this house at Casbel Court?

3 A I was there a lot.

4 Q A lot?

5 A Yeah.

6 Q In fact, you were almost living there in some ways,
7 correct?

8 A Yes, sir.

9 Q All right. Now, there's -- first of all, let me ask
10 you this, were on that deck when it fell that night?

11 A Yes.

12 Q All right. Now, who is Ms. Williams to your
13 ex-girlfriend?

14 A I guess aunt-in-law.

15 Q Aunt-in-law. And how about this gentleman, Tyrone?

16 A Uncle.

17 Q He's the uncle. And how about the Estradas, are they
18 related to that young lady in any way?

19 A Yes.

20 Q All right. And are you broken up with that young
21 lady?

22 A Yes.

23 Q Okay. Do you -- if you would, tell the jury -- might
24 be best on this picture. I want to let you use either one
25 of them?

1 MR. ELLIS: Your Honor, may have him come up?

2 THE COURT: Yes, sir.

3 MR. ELLIS: It's pretty important based on the
4 testimony.

5 THE COURT: Sir, come on around.

6 BY MR. ELLIS:

7 Q Of course, you can use any of the pictures, but
8 describe if you would where you were when the deck fell
9 that night?

10 A There (indicating).

11 Q Speak up if you can.

12 A Like right here (indicating).

13 Q Okay. So you're pointing to the middle of what, I
14 assume, were sliding glass doors; is that correct?

15 A Yes.

16 Q Had you been in and out of those sliding glass doors
17 that night?

18 A Yes.

19 Q Were you standing or sitting?

20 A I was sitting.

21 Q You were sitting at the time when the deck, actually,
22 fell; is this correct?

23 A Yes.

24 Q And have you heard the testimony of the other folks
25 here about approximately where they were?

1 A Yes, sir.

2 Q Do you have a general recollection of them being in
3 the area in which they described?

4 A Not George Estrada or Linda Estrada.

5 Q Okay. You don't remember them being in that area?

6 A No.

7 Q But do you remember Tyrone and the Williams lady
8 being where she was?

9 A Yes.

10 Q All right. You don't mean that the Estradas are
11 telling something improper; do you, you just don't recall?

12 A I don't recall.

13 Q All right. And were you sitting down leaning against
14 those glass doors at the time the deck went down?

15 A No, I was leaning like pushing towards the glass.

16 Q You can take the stand now unless you want to tell
17 anything else that's helpful. I'll call you back down if
18 I need to.

19 A All right.

20 Q Had you been there all of that evening to the party?

21 A Yes, I was there since about 6:00 or 7:00.

22 Q Six or 7:00. And were you, actually, speaking with
23 someone or doing anything at the time that the deck fell?

24 A I mean, everybody was drinking, taking shots.

25 Q And so there was some drinking going on and shots

1 being taken?

2 A Yes.

3 Q And you were part of that as well?

4 A Yes.

5 Q All right. Now, I've heard from eight to 11,
6 approximately, people on that deck at the time it
7 collapsed. Do you have a number or knowledge, what is
8 your belief?

9 A No, I don't have an approximate number, but I gave
10 them a between number around like 15, 20.

11 Q You think it could have been 15 or 20 people on the
12 deck?

13 A Yes. It's just an approximate number.

14 Q All right. And if you would, describe to the jury
15 what happened with your body, the reaction at the time in
16 which that deck fell?

17 A My reaction when the deck fell was I was, basically,
18 shocked. And it was like everything shifted.

19 Q Shifted?

20 A Yeah, like the whole deck shifted one way and started
21 falling.

22 Q As a matter of fact, the deck dropped in the area
23 exactly -- all that entire side towards the house is where
24 the deck fell; is that correct?

25 A Yes.

1 Q And you were sitting in a chair right in that area?

2 A Yes.

3 Q Did you stay in the chair all the way to the ground?

4 A No.

5 Q Okay. What happened?

6 A When it fell, the exact moment, the doors weren't
7 closed.

8 Q The doors were not closed?

9 A No, I'm the one that closed the door.

10 Q After the incident?

11 A After the incident.

12 Q Okay. So when you fell, did you fall slightly into
13 the house?

14 A Yeah.

15 Q Okay. So you fell towards that glass way as well
16 when the deck collapsed?

17 A Yes.

18 Q Did you fell anything? Did you hurt -- did any part
19 of your body hurt immediately right afterwards?

20 A Not immediately.

21 Q Not immediately. Okay. Describe to scene to the
22 jury, if you would, after the deck collapsed?

23 A I was very chaotic. It was a lot of screaming.
24 Everybody looking for people. Everybody wondering what's
25 going on.

1 Q Did you --

2 A Everybody was trying to get off the deck.

3 Q I'm sorry. Did you assist in that regard trying to

4 get people or get medical services there?

5 A Yes, because as the door wasn't closed, I climbed

6 back in the house. And they was looking for their

7 children and I was the one pulling the kids in.

8 Q Okay. All right. Did you, in fact, seek medical

9 treatment that night, the evening of the incident?

10 A Yes, sir.

11 Q But you didn't go in one of the ambulances?

12 A No, sir.

13 Q All right. When, between the time the collapse of

14 the deck, did you go to the hospital?

15 A After the ambulance left.

16 Q Say again, I'm sorry?

17 A After the ambulance left.

18 Q After the ambulance left. What started feeling bad?

19 A My neck and my back.

20 Q Your neck and your back. Anything else?

21 A And my knee.

22 Q Have you had problems with your knee before?

23 A Yes, sir.

24 Q From what incident did you have a problem with your

25 knee?

1 A A moped accident.

2 Q You don't have to lean into the mic. Thank you for
3 speaking up, but I can hear you. So what was the previous
4 incident you had with your knee?

5 A A moped incident.

6 Q A moped incident, that's right. And when you got to
7 Palmetto Health Richland, what did the doctors do for you,
8 if anything?

9 A They gave me a pain pill and laid me down. And then
10 they prescribed me medicine and let me go.

11 Q Did someone, actually, observe you or look at you?
12 Did they do a checkup of you?

13 A On my knee.

14 Q Cristian, do you have a primary physician?

15 A No.

16 Q Did your momma send you to me?

17 A Yes.

18 Q Afterwards as well. Did you ask me for medical
19 service or who could provide those?

20 A Yes, sir.

21 Q Did I send you to Dr. Carew.

22 A Yes.

23 Q And that's over at Health Source; is that correct?

24 A Yes.

25 Q Now, did Health Source do a good job for you?

1 A They did an excellent job.

2 Q And did they -- what did they treat you for? What
3 was bothering you at the time?

4 A My knee, my lower back and, like, my neck about right
5 here (indicating).

6 Q The high part of your neck?

7 A Yes.

8 Q All right. And I see from April 24th until
9 July 29th, you had a variety -- you had 16 appointments
10 with them; is that correct?

11 A Yes, sir.

12 Q And you were seeking physical therapy or treatment;
13 is that right?

14 A Yes, sir.

15 Q And how long approximately were you there when you
16 went on those appointments?

17 A I'd say about -- depending on if it was crowded or
18 not.

19 Q Okay.

20 A It was, I would say, about almost three hours.

21 Q Depending on what time you started?

22 A Yes.

23 Q And what kind of work did they do to you?

24 A They use some type of gel and massage my knee with
25 it, some type of instrument and they was, basically, doing

1 like a spine alignment and adjustment.

2 Q They use cold packs and hot packs?

3 A Yes. And I guess, what it was, the chair that you
4 sit in and it vibrates.

5 Q Realigns you and vibrate and massage?

6 A Yes.

7 Q Okay. And in between those visits, would you start
8 the fell worse or did you feel good after the visit and
9 have to go back?

10 A No, I was feeling better.

11 Q You were feeling better?

12 A Like toward the end of the treatment, I was feeling
13 better.

14 Q All right. And as of today, you're not claiming to
15 this jury that you're permanent injured; is that right?

16 A No, sir.

17 Q Right. You're feeling better today; is that correct?

18 A Yes, sir.

19 Q So approximately -- that was a three-month period of
20 time. Approximately, how long were you feeling bad as a
21 result of this fall, this incident?

22 A Roughly, about a month.

23 Q A little more than month? You mean a month after you
24 finished treating?

25 A Oh, after the treatment?

- 1 Q Yeah.
- 2 A No, it was close to the end.
- 3 Q Close to the end, you were fine?
- 4 A Yes, sir.
- 5 Q All right. And what was feeling bad about your back
6 and your knee? On a daily basis, describe it.
- 7 A Like my knee, I guess it was aggravated, because it
8 already had been hurt already and I never seek treatment
9 about it. Because when I went to the hospital, they was,
10 basically, telling me my knee was too swollen, they
11 couldn't do x-rays. And as time went on, I never went
12 back to get it checked out because it was feeling better.
- 13 Q And how about your back and neck, on a daily basis,
14 what was bothering you with that?
- 15 A Kind of hurt from time from time when I laid down.
- 16 Q Just stiffness or was it --
- 17 A Yeah, stiffness and kind of sharp pain, depending on
18 what I was doing.
- 19 Q All right. I'm going to show you what's been marked
20 as Plaintiff's Exhibit No. 3 and ask you to take a look at
21 it. It that a stack of your medical bills and then a
22 summary of your medical bills that my office and you put
23 together?
- 24 A Yes.
- 25 Q All right. And between Palmetto Health and Health

1 Source and Dr. Carew, what is the total amount of your
2 medical bills?

3 A \$4,950.01.

4 Q \$4,095.01?

5 A Yeah.

6 Q And, certainly, are you asking this jury to return a
7 verdict for you and, at least, pay the medical bills, if
8 not more than I would talk about later. You want those
9 recovered; is that correct?

10 A Yes, sir.

11 Q All right. Now, Cristian, obviously, counsel has
12 spent a lot of time asking folks where in the world you
13 work and your credibility is at stake in this trial.

14 A Yes.

15 Q Are you telling this jury you were on that deck when
16 it fell?

17 A Yes.

18 Q All right. And you were injured as a result of that;
19 is that correct?

20 A Yes, not as badly as everybody else, but I was.

21 Q Okay. Now, also, Cristian, you've made some mistakes
22 in your past, which is going to impact whether this jury
23 thinks you're credible or not; haven't you?

24 A Yes.

25 Q Did you pled guilty to a charge in last five years or

1 so?

2 A Yes, sir.

3 Q What were those charges?

4 A It was grand larceny and burglary second nonviolent.

5 Q Was that in Richland County?

6 A Forrest Aches.

7 Q All right. You're 23 years old, was this in your
8 early 20's or before that?

9 A I was arrested for it in 2012, early 2012.

10 Q All right. Do you regret all those circumstances?

11 A Yes, it makes me hard to get a job because I feel
12 like just because somebody has gotten in trouble that
13 doesn't define how they are as a person.

14 Q Does that define how you testify here today?

15 A No.

16 Q Are you being truthful?

17 A Yes.

18 Q All right. Please answer any questions anyone has.

19 A All right.

20 THE COURT: All right. Mr. Wlodarczyk.

21 MR. WLODARCZYK: May it please the Court?

22 CROSS-EXAMINATION

23 BY MR. WLODARCZYK:

24 Q Mr. Reyes, I'm just a little bit confused. Did you
25 say you fell into the house or --

1 A No, I said I was sitting in the chair, but I got up
2 and I climbed into the house.

3 Q Okay. Could you show me? I was on the opposite
4 side. Can you show me where you were sitting?

5 MR. WLODARCZYK: May he step down?

6 THE COURT: Yeah, step down.

7 THE WITNESS: Right about there (indicating).

8 BY MR. WLODARCZYK:

9 Q And you were, actually, against the door; is that
10 correct?

11 A Yeah.

12 Q You have a seat.

13 A (The witness complies.)

14 Q And your back was against the door?

15 A Yeah.

16 Q Okay. Now, you heard Ms. Estrada testify that she
17 was in the seat that was right here facing towards the
18 stairs (indicating). Do you remember that testimony?

19 A Yes.

20 Q Do you remember her stating that -- specifically
21 stating that you were not on the deck when it fell, that
22 you were in the house? Do you remember that?

23 A Yes.

24 Q You think she was mistaken or do you think she was
25 lying?

1 A I believe she was mistaken.

2 Q Okay.

3 A There was a lot of chaos going on.

4 Q There was no chaos going on before the deck fell,
5 though?

6 A Exactly.

7 Q Is that correct?

8 A Just like Tyrone Ruff stated, I was on the deck
9 playing games and interacting.

10 Q And you heard him say that he did not remember seeing
11 you at the time the deck fell; is that correct?

12 A Yes.

13 Q Okay. And based upon where he said he was seated,
14 you should have been immediately to his right; you
15 understand that?

16 A Yes..

17 Q So he's mistaken as well because he was just not
18 paying attention; is that your position?

19 A Yes.

20 MR. ELLIS: Your Honor --

21 Excuse me, Counsel.

22 I'm going to object. He's pitting the witnesses
23 against each other. If he wants to ask Mr. Reyes whether
24 he was on the deck. He still hasn't done that three
25 minutes into it.

1 THE COURT: All right. Overruled.

2 BY MR. WLODARCZYK:

3 Q And you heard about Mr. Estrada's position on the
4 deck; is that correct?

5 A Yes.

6 Q And he could not recall if you were there at the time
7 it fell?

8 A Yes.

9 Q And Ms. Williams, also, specifically stated you were
10 not on the deck when it fell, but in the house; is that
11 correct?

12 A Yes.

13 Q You believe that she's just mistaken or lying?

14 A Mistaken.

15 Q So the issue that you dated their former family
16 member and that went south, that wouldn't have anything to
17 do with their testimony; is that correct?

18 A Don't know.

19 Q Okay. But it's just your opinion that they just
20 weren't paying attention and somehow you were not seen by
21 them?

22 A Yes, sir.

23 MR. WLODARCZYK: Thank you, Mr. Reyes.

24 THE COURT: Any redirect?

25 MR. ELLIS: Nothing, Your Honor.

1 THE COURT: Thank you, sir. You may step down.

2 Mr. Riley, call your next witness.

3 MR. RILEY: Your Honor, I call Khalilah Smith.

4 THE COURT: All right, Ms. Smith. Come on around.

5 THE CLERK: Raise your right hand.

6 Thereupon;

7 KHALILAH SMITH, after having been
8 duly sworn, testified as follows:

9 THE CLERK: Thank you. Have a seat in the witness
10 stand, please. State your name for the record.

11 THE WITNESS: Khalilah Smith.

12 DIRECT EXAMINATION

13 BY MR. RILEY:

14 Q Ms. Smith, were you on this deck on April 4th, 2014,
15 when it collapsed?

16 A Yes.

17 Q Were you injured?

18 A Yes.

19 Q As a result of those injuries, did you file a lawsuit
20 against the Defendants?

21 A Yes.

22 Q Was your trial for that case set for this week?

23 A Yes.

24 Q And you haven't been here until now; have you?

25 A Correct.

1 Q I would like for you explain to the jury where you've
2 been up until now.

3 A Taking care of my mom. My mom had a cyst that was
4 growing in her nervous system, so they had to do spinal
5 surgery. So I have to care for my mom. My mom cannot
6 walk. I have to make sure that she get bathed, feed her,
7 all of the above. I knew I was supposed to come in here,
8 but my mom's health is very serious. She has no one else
9 there to care for her, but me. So I did not attend court
10 because I had to take care of my mother. I apologize, but
11 my mother's health is more important. And she's there now
12 by herself because I had to come into here.

13 Q The surgery that you referenced, when did that take
14 place?

15 A That started April the 1st.

16 Q There's no anybody else to care for her?

17 A No one else.

18 Q She can't be left for an extended period of time and
19 days on end?

20 A At all, because she can't -- she'll urinate on
21 herself, you know. She can't do anything, nothing, but
22 just lay in the bed. And I had to take her back to the
23 emergency room again and they have to give her new
24 medication. So now she's -- she's not even feeling her
25 legs period.

1 Q How important is this case that we're here talking
2 about to you?

3 A It's very important because I was injured, but my
4 mother is on life and death, you know, that's more
5 important than anything. That's my mother.

6 Q But for your mother's health condition or recent
7 health condition, would you have been here for this entire
8 trial?

9 A Yes.

10 Q Are you asking the jury to forgive you for your
11 presence not being here due to your mother's condition?

12 A Yes, please do.

13 Q Where do you live?

14 A 3913 Gonzales Avenue with my mother now because I
15 have to care for her.

16 Q Where did you grow up?

17 A Saxon Homes off of Harden Street.

18 Q Are you married?

19 A Yes.

20 Q Do you have any children?

21 A Yes, I have three boys.

22 Q Do you support those three boys?

23 A Yes, I do.

24 Q How old are they?

25 A Eleven, ten and three.

1 Q What kind of work do you do?

2 A Well, I'm self-employed. At the time of the
3 accident, I had a cleaning service, but I let that go
4 because I have a management company now where I do
5 promotions, marketing, club promotions. And I'm making
6 more funds doing that, so I'll stick with that now.

7 Q Were you living in Richland County at the time of
8 this accident?

9 A At the time of the accident, no, I was in Gaston.

10 Q How do you know Latasha White?

11 A That's my sister.

12 Q You understand that she rents the house at 108 Casbel
13 Court, which is what we're here talking about today, from
14 the Defendants, Andrew and Linda Marshall?

15 A Yes.

16 Q Were you at her home on April 4th, 2014?

17 A Yes.

18 Q Why were you there?

19 A It was my sister's mom's birthday.

20 Q Had you ever been to her house before?

21 A Yes.

22 Q Generally, what time did you arrive that evening?

23 A Probably about 9:00, maybe.

24 Q Explain to the jury what you did when you arrived?

25 A I walked in, walked the kids in, we came through the

1 front door. We went through the living room, went to the
2 kitchen where the family was. More of the family was
3 outside on the balcony because they had the grill going.
4 They were playing cards and stuff, you know, a little
5 drinking, having a nice time. So I went out there and
6 stood out on the deck with my son. I had my son in my
7 arms.

8 Q How long do you think you were on that deck -- just
9 your estimation, but how long were on that deck before it
10 collapsed?

11 A I think it been like 30, 45 minutes.

12 Q Was there any warning before this deck collapsed?

13 A No, not at all.

14 Q Is it safe to say you were surprised when it
15 collapsed?

16 A I was very surprised.

17 Q What were you doing at the time it collapsed?

18 A I was stand up, I was holding my baby. Like I said,
19 everyone was playing cards and, you know, just talking
20 amongst each other, having a nice time, music playing,
21 cooking on the grill. Because I remember my aunt's
22 husband was sitting in the chair. Because I know his legs
23 was bad and he was sitting in the chair and my aunt was
24 over by him. I was standing on the deck more by the slide
25 door. Not directly in front of the slide door, but maybe

1 over to the left because I was standing up holding my son
2 there.

3 Q So you were holding your son at the time this
4 collapsed?

5 A Uh-huh.

6 Q I'm going to show you what's been marked as
7 Plaintiff's Exhibit No. 4. It is a picture of the home in
8 question and the deck that was formally attached before it
9 collapsed?

10 A Uh-huh.

11 Q I would like for you to point to that top picture and
12 show the jury where you were standing with your child at
13 the time it collapsed?

14 A I was like over here on the side by this door.

15 Q You were standing by the door?

16 A Uh-huh.

17 Q I'm going to show you what's been marked Plaintiff's
18 Exhibit No. 5?

19 A Okay.

20 Q Show the jury where you would have ended up in that
21 top picture. You see that slant after the collapse, where
22 would you have been?

23 A Over on this end here (indicating).

24 Q So up against the brick wall?

25 A Against the brick wall, yeah.

1 Q Did you see anyone on that deck do anything to make
2 this deck collapse?

3 A No.

4 Q Tell me what you did immediately after the deck
5 collapsed?

6 A When it collapsed, to be honest with you, I was so
7 worried about my son and my nephew, which is Carletta's
8 son, that's my brother, Tyrone. I heard my nephew
9 screaming. I'm going to pull my nephew from under the
10 grill because he had smoke and the grill was hot. I had
11 my son in my arms. I believe my brother -- someone
12 grabbed my son and I had my nephew's arm because he was
13 underneath everything. So I pulled him up by his arm and
14 that's when they grabbed him and took him and checked to
15 make sure he was okay.

16 Because when the deck fell, where I was standing at,
17 everything -- I mean, the grill, tables, everything was
18 just coming towards everyone that was on the deck. So
19 when that deck fell, my head and back everything hit the
20 brick wall. So I'm -- you know, when I went down, like I
21 said, I had my baby in my arms when I heard my nephew
22 scream because he was crying. And I heard that voice and
23 I just reached out, Oh, Lord, oh, Lord, and I grabbed him
24 and pulled him up. And I don't know whether it was his
25 arm or his leg. He might have been upside down. It

1 probably was his leg or his arm. I know I grabbed a leg
2 or an arm and I had my nephew. Because that grill fell
3 directly on him, all of the coal and everything, he was
4 covered with it. I just panicked.

5 Q So your first concern was your son?

6 A For my son, yes.

7 Q After you were able to determine --

8 A Uh-huh.

9 Q -- the condition of your son --

10 A Uh-huh.

11 Q -- how did you feel?

12 A Honestly, I was like -- when the ambulance came and
13 they checked him and everything, checking him to make sure
14 nothing was broken and they was like he's fine and
15 everything. They did our vital signs and checked us and
16 was like, okay, everything seems to be okay and all. Like
17 I said, thinking of me and my hurt, my main concern was my
18 son because my son was crying, too. I just wanted to make
19 sure he was okay. And when the ambulance, you know, told
20 me that he was fine, nothing was broken, everything was
21 okay. I said, okay, they checked us out, cool, I'm going
22 home, take him and wash him off and get him settled in.

23 Q Were you ever in any type of pain after this
24 incident?

25 A Yes, after the incident, I was. Because at the time,

1 like I said, I was so worried about my baby, you know, and
2 his well being and making sure he was okay. I'm an adult,
3 he's a child. I can deal with that feeling that I'm
4 feeling, you know, but the baby, he can't. So my mind was
5 there. And maybe about three days afterwards, I was
6 feeling pain. I didn't go. It got a little worse within
7 like five or six days and I went to the emergency room. I
8 was like something's not right. I'm hurting in my neck
9 and my back, I need to be checked out. So I went to
10 hospital. They checked me out. They said that --

11 Q Don't say what they said.

12 A Okay.

13 Q Let's talk about the treatment that you got in that
14 facility.

15 A Okay. Well, treatment, they, basically, checked me.
16 They gave me some pain medicine. I think it was
17 Oxycodone, I'm not sure. I know they gave me some strong
18 pain medicine for my back.

19 Q And that treatment, was it Lexington Medical Center?

20 A Yes.

21 Q Okay. And that was approximately six days after this
22 deck collapsed?

23 A Uh-huh.

24 Q What did you try to do, if anything, prior to seeking
25 care at Lexington Medical Center and incurring bills as a

1 result?

2 A What -- I mean, I couldn't do anything because, I
3 mean, I was having pain. I would just take, you know,
4 like Icy Hot, ice packs put on my back and see if that
5 worked, take, you know, over-the-counter Motrin. That was
6 before I went to hospital and everything. And that wasn't
7 working, the pain was still occurring, so I just went to
8 the hospital. And they gave me, like I said, something
9 stronger and that was working, that was helping for the
10 pain.

11 Q So before you incurred medical bills and incurred
12 that costs --

13 A Uh-huh.

14 Q -- you tried to avoid that by treating yourself with
15 over-the-counter remedies?

16 A Yeah, I mean, because the hospital is high. I wasn't
17 making money like that. I couldn't work a lot of time, so
18 I was losing out.

19 Q How did you feel after you left Lexington Medical
20 Center over the next couple of days?

21 A Next couple of days, it was still hurting. You know,
22 like I said, when I had the medication, I wasn't really
23 feeling it like that. But I took my medication and it was
24 still hurting. So right then and there, I'm like, I got
25 to go see a chiropractor. Somebody going to have to tell

1 me something because something's not right.

2 Q So you sought treatment at Midlands Health Center?

3 A Yes, I did.

4 Q Why did you go to Midlands Health Center?

5 A I had a prior accident a few years back and my
6 attorney, Stanley Meyers, actually, referred me there.
7 And I had treatment there before and they did a wonderful
8 job, so I just decided to go back to the same place that
9 treated me before.

10 Q Approximately, how long did you treat with the
11 Midlands Health Center?

12 A I had maybe about between 11 to 14 treatments or so.

13 Q Is that over a roughly one-month period of time?

14 A Yes. Yes.

15 Q How did you feel after the treatment?

16 A After the treatment, you know, it felt a little
17 better. You know, I mean, it hurt when they were pushing
18 down, of course, you're going to get that. But, I mean,
19 after the treatment it -- you know, I still have pain. It
20 still does hurt. But like I said, I just use Icy Hot, a
21 back brace or whatever I can to help me with the pain, so.

22 Q But you did feel better after attending that
23 treatment?

24 A Yes, I did.

25 Q And you aren't claiming any permanent injury here

1 today; are you?

2 A No, not at all.

3 Q Now, you finished treating with the Midlands Health
4 Center on May 21st?

5 A Uh-huh.

6 Q So it's your testimony that roughly six weeks after
7 this -- after the deck collapsed, the pain got better, but
8 it was still there a little bit?

9 A Exactly.

10 Q Now, this treatment you received from the Midlands
11 Health Center and Lexington Medical Center, were you
12 billed for that treatment?

13 A Yes.

14 Q I'm going to show what's previously been marked as
15 Plaintiff's Exhibit No. 15 entered into evidence, is that
16 your medical bills and a summary of the total for this
17 incident?

18 A Yes.

19 Q All of this treatment is related to the injuries you
20 sustained as part of the deck collapsing on April 4th,
21 2014?

22 A Yes.

23 Q Do you still owe these bills at this time?

24 A Yes.

25 Q What type of problems did you have or how did this --

1 these injuries change your life over those six weeks
2 following the deck collapse?

3 A Well, I couldn't -- you know, I couldn't really work.
4 Like I said, I had a cleaning service. You know, that's
5 going to require bending, reaching, pulling. I couldn't
6 do it because I was having issues with my back. So for a
7 period of time, you know, the customers and everything I
8 had, I ended up losing my customers. I couldn't go to
9 work, so that's why I gave up my cleaning service and
10 started something else, to where I could generate money, to
11 take care of my kids.

12 Q But there was some time you did work through the
13 pain, right?

14 A Yeah, I did work through the pain from time to time
15 as much as I could, but.

16 Q And I just want to make it clear, you aren't claiming
17 any lost wages here today; are you?

18 A No.

19 Q What about your children? You've got four -- three
20 boys, young in age, I'm sure they like to play. Were you
21 able to play with them?

22 A No, I couldn't do the usual activities that I do with
23 them and stuff like that.

24 Q What activities?

25 A Well, my kids played baseball, you know. They played

1 ball. My oldest son, he does football. My baby, you
2 know, I usually take him to the park and stuff, but with
3 my back, I couldn't stand to push the swing too much.
4 Couldn't just stand up a lot. I couldn't do a lot that I
5 usually do with my kids, so I just had to slack down a
6 little bit.

7 Q Do you feel the Defendants, Andrew and Linda
8 Marshall, are responsible for deck collapsing incident?

9 A Yes.

10 Q Ms. Smith, I thank you for your testimony. Please
11 answer any questions the other counsel may have.

12 THE COURT: Mr. Ellis.

13 MR. ELLIS: Thank you.

14 DIRECT EXAMINATION

15 BY MR. ELLIS:

16 Q Ms. Smith, briefly, I'm Todd Ellis. I'm sorry about
17 your momma.

18 A That's okay. Thank you.

19 Q Do you recall approximately how many people were on
20 that deck at the time that deck fell?

21 A About 10 or 15 people, 15.

22 Q It was very crowded; is that correct?

23 A Yes.

24 Q Were you here at the time my client, Cristian Reyes,
25 was testifying just before you came on? Were you here by

1 any chance? Did you walk into the room?

2 A Uh-huh.

3 Q Do you have a recollection of Mr. Reyes being
4 anywhere on that deck?

5 A I never seen him on the deck.

6 Q Excuse me?

7 A I never saw him on the deck.

8 Q You're not sure or you just didn't see him on the
9 deck?

10 A I -- I don't remember seeing him.

11 Q Of the 10 or 15 people, could you name out any other
12 folks?

13 A Yeah, I sure could -- was there, Carletta was there.
14 They was on the staircase. I was standing by the brick
15 wall, the glass door. My aunt and her husband, they were
16 standing towards the left -- because the grill was here on
17 the right because I remember he was sitting in the chair.
18 Somebody had to help him up when they fell. My sister,
19 Tasha, she was on the deck there. My niece, Sha-Sha, she
20 was on the deck. Who else was there?

21 Q Well, it's not a test. I didn't mean you have to
22 answer everybody.

23 A Yes.

24 Q Okay. Do you recall seeing him after the deck fell,
25 Mr. Reyes?

1 A Uh-huh.

2 Q Okay.

3 A I think he was beside me when the ambulance came.

4 Q Okay. Thank you.

5 A Uh-huh.

6 THE COURT: All right. Mr. Wlodarczyk.

7 CROSS-EXAMINATION

8 BY MR. WLODARCZYK:

9 Q Good morning, Ms. Smith. I'll be brief so you can
10 get out of here and get back to your mother. I had an
11 opportunity to meet you during your deposition?

12 A Yes, sir.

13 Q My understanding is you've had the opportunity to be
14 at this house on prior occasions; is that correct?

15 A Yes.

16 Q And you were on this deck prior to -- on prior
17 occasions before it fell?

18 A Yes.

19 Q And my understanding is on those times, you never
20 noticed any problems with the deck; is that correct?

21 A Correct.

22 Q Okay. It never appeared unsafe or dangerous in your
23 opinion prior to the fall; is that correct?

24 A Correct.

25 Q Okay. And no one ever reported to you problems with

1 the deck prior to it falling?

2 A No, sir.

3 Q All right. You don't have any information regarding
4 any repairs that were made or not made or any care that
5 was done or not done; is that correct?

6 A Correct.

7 Q And just briefly, Mr. Meyers that you referred to as
8 your attorney, he's also the same attorney at Mr. Riley's
9 firm; is that correct?

10 A Yes.

11 Q Okay. Thank you for your time, ma'am.

12 THE COURT: All right. Thank you, ma'am. You can
13 step down. You're, also, free to leave.

14 THE WITNESS: Thank you, sir.

15 THE COURT: All right. Y'all have any other
16 witnesses prior to lunch?

17 MR. REARDON: May we approach?

18 THE COURT: Yeah.

19 (WHEREUPON, a bench conference was held off the
20 record, in the presence of the jury, but out of the
21 hearing of the jury.)

22 THE COURT: All right. Ladies and gentlemen of the
23 jury, it's my understanding we have one more witness. I
24 think it's going to be by way of video or television-type
25 deal. We've got to get all that set up and everything.

1 So rather than have y'all just sit out here and look at
2 us, we'll take a break. Go back to your jury room.
3 Don't talk about the case, okay.

4 (WHEREUPON, the jury left the courtroom at 11:36
5 a.m.)

6 THE COURT: Y'all pass this around. This is the
7 first proposed verdict form from me. Y'all check it
8 around -- provided they survive directed verdict. Y'all
9 look at it. That's about as simple as I know to make it
10 and I welcome any comments.

11 All right. We're in recess. I'll be right back.

12 (WHEREUPON, a short recess was held.)

13 THE COURT: All right. Let's bring the jury in.

14 (WHEREUPON, the jury returned to the
15 courtroom at 12:00 p.m.)

16 THE BAILIFF: Your Honor, the jury is present.

17 THE COURT: All right. Thank you.

18 Ladies and gentlemen of the jury, you can tell by
19 that screen in front of you that the next witness is going
20 to be by way of a video. And let me talk to you briefly
21 about what a video deposition is.

22 A deposition is normally a document that the lawyers
23 use or you use in court, but sometimes, we do what's
24 called a video deposition, which contains sworn testimony
25 given by a witness outside of court in the presence of

1 lawyers for each party who can ask questions of the
2 witness. Now, if any objections are made at the
3 deposition, I will rule on them when the case is up here
4 for trial.

5 Now, this testimony, although it may be from a TV or
6 from a video is entitled to the same consideration, that
7 is to be judged as to its credibility and weighed by you
8 in the same way as if the witness was, actually, present
9 and gave the testimony about to be presented to you by way
10 of the video. It's for you, the jury, to determine the
11 effect, value, weight and truth of the testimony given in
12 the deposition. And, quite frankly, lawyers on both
13 sides, defense and plaintiff's sides, typically, video
14 deposition doctors because we all know how busy doctor's
15 schedules are. We, also, know how expensive doctors can
16 be as well. So this is a more economical way and a better
17 way to present evidence to you for depositions like this.
18 So please pay close attention as the video deposition is
19 published.

20 MR. REARDON: Thank you, Your Honor.

21 THE COURT: Mr. Reardon.

22 MR. REARDON: Dr. William Randall Westerkam.

23 (WHEREUPON, Dr. William Randall Westerkam's
24 video deposition was played for the jury.)

25 MR. REARDON: That's all.

1 THE COURT: All right. Thank you.

2 Ladies and gentlemen, we're going to go ahead and
3 break for lunch. It's now almost 12:30, 12:25. Let's go
4 ahead and reconvene -- I want you back in your jury room.

5 What time do y'all have your next witness coming,

6 2:00?

7 MR. REARDON: 1:30 is fine.

8 THE COURT: Well, I want to give some of them -- is
9 2:00 o'clock, okay?

10 Will that give y'all enough time? Is anybody going
11 to go home for lunch? I want to give y'all enough time if
12 y'all live in outlying areas to go home. How about 1:45?
13 That's an hour and 15. I want to try to move this thing.
14 1:45, y'all be back in your jury room. Don't talk about
15 the case.

16 (WHEREUPON, the jury left the courtroom at 12:23
17 p.m.)

18 THE COURT: All right. We'll see y'all back
19 shortly.

20 MR. WLODARCZYK: Do you need anything from us?

21 THE COURT: If you already have something, you can go
22 ahead and hand it up. I've kind of got a charge,
23 basically, already kind of unless y'all want something
24 specific.

25 (WHEREUPON, a lunch break was taken.)

1 THE COURT: All right. Anything else before we bring
2 the jury in?

3 MR. WLODARCZYK: Any change on my previous motion,
4 Your Honor?

5 THE COURT: You ready for the ruling?

6 MR. WLODARCZYK: Might as well..

7 THE COURT: All right. Motion to exclude denied.

8 MR. WLODARCZYK: Very good.

9 THE COURT: I find that it is a matter -- a factual
10 matter dealing with credibility rather than admissibility,
11 so I'm going to allow the testimony of the Plaintiff's
12 expert over objection. Your objection is noted and you're
13 preserved on the record.

14 MR. WLODARCZYK: Thank you.

15 THE COURT: All right. Let's bring the jury in.

16 (WHEREUPON, the jury returned to the courtroom
17 at 1:50 p.m.)

18 THE BAILIFF: Your Honor, the jury is present.

19 THE COURT: All right. Plaintiffs can call their
20 next witness.

21 MR. REARDON: Your Honor, I call Alan Abatta to the
22 stand, please.

23 THE COURT: All right.

24 Thereupon;

25 ALAN ABATTA, after having been duly

1 sworn, testified as follows:

2 THE CLERK: Have a seat in the witness box, please.

3 State your name for the record.

4 DIRECT EXAMINATION

5 BY MR. REARDON:

6 Q State your full name.

7 A Alan A. Abatta.

8 Q Alan, how old are you?

9 A Sixty-six.

10 Q And, Alan, where do you live?

11 A I live at 112 Random Lane, Lexington, South Carolina.

12 Q Where do you work?

13 A I work for the Warner Group.

14 Q What are they?

15 A They are consulting engineers that do forensic
16 engineering work.

17 Q Are you an engineer?

18 A I am.

19 Q What is your educational background?

20 A I'm a civil engineer. I have a BS in civil
21 engineering.

22 Q And how long have you been a professional engineer?

23 A I've been doing engineering work for 45 years.

24 Q Are you licensed in South Carolina?

25 A I am licensed in South Carolina.

1 Q Do you practice in South Carolina?

2 A I do.

3 Q Do you practice in other states?

4 A I do, yes.

5 Q You are licensed in other states?

6 A I'm licensed right now currently in 12 states.

7 Q Okay. Do you know the fellow sitting in the back row
8 over here, Luis Mariaca?

9 A Yes.

10 Q How do you know him?

11 A We do fairly similar type of work.

12 Q Do you work together on cases?

13 A Occasionally, we do, yes.

14 Q Do you work against each other on cases?

15 A Yes, we would.

16 Q And y'all are both engineers?

17 A Yes, we are.

18 Q All right. Have you had the opportunity to review
19 photographs that have been produced by the Marshalls and
20 by Defense counsel regarding a deck that collapsed back in
21 2014 in Hopkins?

22 A I have, yes.

23 Q All right. And did you arrive at particular
24 conclusions as to why the deck collapsed and the cause of
25 the deck collapse, any errors or omissions or violations

1 that may have occurred?

2 A Yes, basically, what I reviewed was just the
3 photographs because a site inspection was not able or
4 capable of doing that it because it was already down at
5 that point.

6 Q Okay. You would receive this information after the
7 deck collapse and once litigation began?

8 A That's correct.

9 Q And I produced photographs, they produced photographs
10 and that's how you determined your conclusions?

11 A That's correct.

12 Q Okay. All right. And are these opinions you're
13 going to render today based on engineering certainty,
14 engineering principles and building codes?

15 A They are.

16 Q All right. Let's first talk about how this deck was
17 attached to the home. Can you --

18 MR. WLODARCZYK: Your Honor, just one minute. I
19 don't have any objection, but he needs to be qualified as
20 an expert.

21 THE COURT: All right.

22 MR. REARDON: I think we both agree -- that's fine.
23 Your Honor, I'd offer Mr. Abatta as an expert in the field
24 of engineering.

25 THE COURT: All right. He's qualified as an expert

1 in the field of engineering.

2 Ladies and gentlemen, let me briefly speak to you
3 about expert witnesses. Normally, when a witness
4 testifies at trial, they have to testify about what they
5 saw, heard or smelled or something of that sort; however,
6 there's an exception for people we call expert witnesses.
7 A person who's qualified as an expert in a particular
8 field because of their training or their knowledge or
9 their experience is allowed to testify in the form of an
10 opinion, okay. Just because an expert gives an opinion
11 doesn't mean you to have accept that opinion. You simply
12 use that in consideration of all of the evidence and give
13 it the weight and credibility you believe it deserves.

14 MR. REARDON: Thank you, Your Honor.

15 BY MR. REARDON:

16 Q I'm going to hand you something, if you would the
17 help us with --

18 A Sure.

19 Q -- your opinions based on this, sir, generally.
20 Here's a pen here and just hold that for a second.

21 MR. REARDON: Your Honor, can he step down?

22 THE COURT: Yes.

23 BY MR. REARDON:

24 Q You speak loud enough, we'll let you out. If you
25 would tell us, generally, mark maybe the area of the

1 house for the jury to understand, where the stairs are,
2 where the deck is and give us an idea what we're talking
3 about?

4 A I can do that, yes. So this is the outline of the
5 house here. There is a wooden deck that was built on the
6 outside of the house here (indicating). This side here
7 running up to the deck (indicating). This is really the
8 north side of the house, the south side, east and west
9 (indicating). There is a what I would determine as what
10 we call a ledger board that's applied or attached to the
11 house with fasteners. That ledger board is the cause of
12 this collapse.

13 I feel at this point on the south side of the house,
14 the board from a series of wood rotting disconnected from
15 the fastener causing a lateral force in the deck to move
16 in this direction (indicating) pulling the other two out
17 of the wall.

18 Q Alan, for the jury's purpose since they have not seen
19 the deck, how many fasteners are holding up this deck?

20 A There's three fasteners.

21 Q So there's three fasteners holding up the ledger
22 board and the entire deck?

23 A That's correct.

24 Q Are there two --

25 A On this end.

1 Q I'm sorry.

2 A On the other end, we have two posts. There's a post
3 here and a post here. That's connected as well.

4 Q And if I were to show you a photograph marked as
5 Exhibit No. 10 Exhibit No. 11 -- you can sit back down.
6 Thank you.

7 A (The witness complies.)

8 Q This appears to be a photograph of a post. Is that
9 the post we're talking about?

10 A That is the post, yes, sir.

11 Q And that's photograph No. 10. Then photograph No.
12 11; is that, also, the post?

13 A That is. One on each end of the deck.

14 Q And does No. 11, the one to my right, show how it is
15 fastened on the deck onto the post?

16 A If I -- it's hard to see any fasteners at all, but I
17 think in the report it said that there was screw
18 fasteners.

19 Q Okay. And how many did you see or how many did the
20 report indicate were holding up this deck?

21 A I see maybe one.

22 Q All right. What would you expect when you have two
23 leg or two posts holding up a deck of this nature, how
24 many should be into the deck itself and how would you
25 attach it based on engineering standards?

1 A I would say, at least, four fasteners per post and
2 you would need to have a more positive connection other
3 than the screws. It would have to be a bolted connection.

4 Q Is this a code violation to have only two posts and
5 then having three fasteners into the wall as this was
6 built, whether it's 25, 35 or 45 years ago?

7 A The posts are within code, but the fastening to the
8 wall is not within code. It's nailed into it. This
9 ledger board I just mentioned and that's against code.

10 Q And that is a code violation at all points in time,
11 that didn't change in the last 20 years or 30 years?

12 A That's correct.

13 Q All right. As far as the actual posts are concerned,
14 it's your testimony it should be, at least, four screws
15 going into the post on all four corners and rest flat onto
16 the decking itself?

17 A That's correct, yes.

18 Q All right.

19 A And these bolts would prevent lateral movement of the
20 deck.

21 Q Okay. Is there flashing that's added to a deck when
22 it's built or attached to a home?

23 A There should be if it's by code. Again, flashing is
24 required when you place the ledger board onto your house.

25 Q If I'm using this graph, could you tell us generally

1 where the flashing would be on this deck?

2 A So the flashing would go on the wall of a house and
3 then drape over the top of the ledger board and then down
4 to face the ledger board. If I would to draw it in a
5 section view -- if you don't understand, like a section
6 view of this area. I can probably draw it around here.
7 You have your -- the wall of the house and then you have
8 this ledger board that's nailed or fastened into the wall.
9 And then your flashing would go over the top of the ledger
10 board and down facing the ledger board.

11 Q And what is the purpose of flashing?

12 A Flashing prevents water from getting in behind the
13 wall of the building and the ledger board.

14 Q And is flashing used not only decks, but other parts
15 of the exterior of the house?

16 A Yes, they are. Your roof has flashing for the same
17 purpose, to prevent water from getting inside your home.

18 Q Is it obvious to a residence builder, a licensed
19 residential building that flashing should be included on a
20 deck to prevent this issue of rotting or water
21 accumulating?

22 A In my professional opinion, I believe that is true,
23 yes. You should know that.

24 Q What is flashing made out of?

25 A Flashing is usually made out of a metallic material.

1 Q In the pictures you've seen and the way this deck is
2 built, would the flashing be visible to an inspector, a
3 person walking on the deck, a residential builder?

4 A Yes, because it's -- the exterior of the house is
5 brick, so your flashing -- excuse me, let me stand up
6 again. Your flashing goes into the brick here. What you
7 call a rivulet, that goes into the brick above the deck.
8 The deck goes here (indicating), so the flashing is above
9 to deck. So you would see the flashing at that point.

10 Q Okay. We've heard testimony of all different types
11 of folks on this deck. Can you give the jury an idea of
12 what -- I think it was a 10 by 10 deck. How much weight
13 is this deck supposed to support based on the design and
14 calculations that you perform?

15 A Okay. Well, typical building codes require that an
16 outdoor deck carry 40 pounds per square feet loading, live
17 loading. And then based on the materials that you use for
18 building the deck, another 10 pounds. So a total of 50
19 pounds per square foot. Over the size of this deck, being
20 a 10 by 10 deck, that would be a total weight of 5,000
21 pounds.

22 Q So we're clear, it should hold 5,000 pounds, but
23 whether it's grills or whatever else is out there?

24 A Whatever is out there, that's correct.

25 Q Okay. All right.

1 A And if you're from the north, it would be snow.

2 Q Okay.

3 (Laughter.)

4 Q Tell the jury why and how this deck collapsed. And
5 if you need to come down and show based on either your
6 graph here or photographs here.

7 A I will probably -- let this preface what I'm going to
8 tell you next.

9 Q Can you do it from there?

10 A I can't do it from here as well.

11 Q No. Go ahead. That's fine.

12 A In my opinion, what happened here is that because we
13 already know that the ledger board had some wood rot in
14 it, the report said that, and photographs -- if you want
15 to show the photographs.

16 Q Tell us and I will show them.

17 A Okay. It showed rotting to be on this side. But
18 because there's no flashing, I'm assuming there was
19 rotting across this whole thing. It would make sense
20 because the water doesn't just stay in one area. It goes
21 across the whole ledger board. So what I'm seeing is that
22 the board, this two-by-ten or two-by-eight board was
23 rotted at the point where it's fastened. The board pulled
24 through the fastener, fell down, and thereby causing the
25 other part of the board to come out of the wall.

1 Q Let me show you Exhibits No. 8 and No. 9. We'll
2 start with No. 8. Can you tell this jury what this show
3 here?

4 A So this is the ledger board right here and it goes
5 down the whole length of the home. These are what we call
6 band joists that are holding up the deck. What I see here
7 is more than rot. This is more like a punk wood. That
8 indicates over time -- and I'm talking about a couple
9 years here, maybe three, maybe five, where water has
10 infiltrated here and just caused it to decay or
11 deteriorate at that point. There's other signs of water
12 damage in the cracking of the members themselves.

13 Q Let me show you what's been marked as Exhibit No. 9,
14 being the stair casing. Does that show you any idea -- or
15 bottom and top, as to whether there's any rotting or decay
16 in these photographs?

17 A Okay. So -- and again, this is like the same picture
18 we saw there, basically. This ledger being right here.
19 You can see where the wood is split off from the decking.
20 There's nails sticking through here, so the wood is gone.

21 Q Okay.

22 A On the stairs here, the stringer, the stair stringers
23 that support the steps of the stairs, there's no support
24 underneath at this point. So when you step on it, it's
25 going to run flat down and cause cracking as well.

1 Q All right. As far as the boards pulling out -- I'll
2 refer from the right side to the left side. So we start
3 from the right, the boards are pulling out and then the
4 middle and then the left side. So it's a sequence; is
5 that correct?

6 A Yeah, some type of sequence. I'm assuming -- my
7 opinion is that it started on the right side and worked
8 it's way across. Because once you lose your holding
9 power, it's like a three-legged stool, you take one leg
10 out, it's not going to hold the stand up. It's just too
11 much weight.

12 Q In the photographs that you looked at, did you see
13 one that showed where the fastener was still in the wall
14 and then another photograph where the fasteners were not
15 in the wall?

16 A I did.

17 Q What does that tell you?

18 A What that tells me is that, again, on the right-hand
19 side, that fastener was still in the wall --

20 Q For the jury's purpose --

21 MR. REARDON: These are all marked as one. Did you
22 mark them?

23 THE COURT: Introduced as the next in order.

24 MR. REARDON: Exhibit No. 16, Your Honor.

25 (WHEREUPON, Plaintiff's Exhibit No. 16 was

1 admitted into evidence.)

2 BY MR. REARDON:

3 Q Exhibit No. 16 shows -- tell us what that is.

4 A So this is the fastener -- looking at it this way,
5 this is the fastener that I'm talking about on the
6 right-hand side. It's still in the wall, so it's still
7 connected. But what you see here is rusting down the
8 fastener. This is where the wood piece would have been.
9 The wood piece is gone because it pulled through -- it
10 pulled through the fastener. That's the one that's on
11 this side.

12 Q That would have been the first bolt on the right-hand
13 side; is that correct?

14 A That's correct.

15 Q And based on -- I mean, your opinion is because the
16 bolt is still in the wall that the wood pulled off of the
17 bolt because it was decaying or deteriorating?

18 A Or it pulled right through it.

19 Q Okay.

20 A I mean, it could have gone vertically or
21 horizontally.

22 Q All right. What conditions did you see were changing
23 over a period of time in this deck that would have given
24 rise to either an inspector or a home owner to realize
25 that it was beginning to deteriorate and rot?

1 A Well, there was some -- excuse me, the stairs -- the
2 steps gave it away a lot because they seemed to be
3 subjected to a lot of wear and tear. You can tell when it
4 happens. When you get moisture on wood, it just tends to
5 crack.

6 Q If I'm showing No. 5, where would you say it would
7 give rise?

8 A Yeah, on the stringer and on the treads here.

9 Q So the bottom photograph on No. 5, the outside of
10 each of the steps and then the stringer which holds the
11 steps in place?

12 A Right.

13 Q Do you see rot there?

14 A I do see rot there, yes.

15 Q Do you see any regarding the actual nails that are
16 there?

17 A Maybe not technically rot, but deterioration, I would
18 say.

19 Q Let me show you Exhibit No. 11. If we look at
20 Exhibit No. 11, do you see an issue with screws -- or, I'm
21 sorry, nails coming out or wood cracking in this
22 photograph?

23 A Well, you do see the nails from the railing.

24 Q Okay. And that would be the top of Exhibit No. 11?

25 A Yes, that's correct.

1 Q All right. Did you get a chance to read -- let me go
2 back, if Mr. Marshall had done -- as a licensed builder
3 had looked at this deck and done any sort of visual
4 inspection or, actually, going under the house for an
5 inspection, would he have, number one, figured out that it
6 was deteriorating?

7 A The only way you could really tell if it wasn't
8 visible from the outside was by doing some, you know,
9 sound testing or poking with a sharp object, which,
10 normally, inspectors do to determine if you have wood rot
11 or not.

12 Q So the wood rot itself -- in order to determine the
13 wood rot, you would have had to tap underneath it?

14 A Right, or right on it. Hit it with a hammer or some
15 kind of a sharp instrument.

16 Q If you had looked at the deteriorating circumstances
17 of the boards, the steps, the areas where --

18 A Railing.

19 Q The railing, would that have lent Mr. Marshall, a
20 license builder, an opportunity to realize the deck was
21 deteriorating?

22 A In my opinion, yes, he should have done that.

23 Q Did you get a chance to read the opinion of Luis
24 Mariaca?

25 A From his deposition?

1 Q Yes.

2 A I did go through it, yes.

3 Q Okay. In his opinion, he believes that it fell from
4 the other side, that it started on the left, then fell to
5 the right; is that correct?

6 A That's what he's opining, yes.

7 Q And he believes that it was not due to rot, it was
8 due to the design of the deck; is that correct?

9 A That's correct.

10 Q Okay. Do you disagree with that?

11 A I do disagree with that.

12 Q And engineers disagree?

13 A They do at times, sure.

14 Q You both work together on some cases and agree, and
15 other cases, you don't; is that correct?

16 A That's correct.

17 Q All right. Is it your opinion that a person
18 qualified to be residential licensed builder should have
19 recognized, number one, that there was no flashing?

20 A Yes.

21 Q Number two, that the deck was deteriorating?

22 A Yes.

23 Q Number three, that there was water beginning to
24 accumulate in areas on the deck, whether it was steps,
25 boards under the deck itself?

1 A Yes.

2 Q And it's your opinion that the deck gave out due to
3 the rotting and deterioration of the deck?

4 A One hundred percent.

5 MR. REARDON: Thank you very much.

6 THE COURT: All right. Mr. Ellis.

7 DIRECT EXAMINATION

8 BY MR. ELLIS:

9 Q Mr. Abatta, I'm Todd Ellis. I present Cristian
10 Reyes, one of the Plaintiffs in the case. Let me ask you
11 one more thing. As a layperson, when I pick up this
12 chair and it's got four posts on it, I know that if only
13 the front two are there and not the back two, that chair
14 is not going to support my weight or anybody else's
15 weight. I understand that.

16 A That's correct.

17 Q As a residential builder, a licensed residential
18 builder, forget about whether he's inspecting, forget
19 about whether he's going by with an eye and it says I'm
20 looking specifically for defects in this case, when you
21 walk by it, should Mr. Marshall have known that that wood
22 could contribute with water deterioration and decay, the
23 lack of four posts, two on the back, could cause a greater
24 risk that it could fall?

25 A I would say so, yes.

1 Q In fact, almost anyone walking by there without
2 inspection, knowing that no two back poles existed, should
3 know that that could lead to a greater danger to that
4 deck?

5 A Yes, sir.

6 Q Just to be clear, at no time, no time, was it ever
7 proper within the codes or otherwise construction -- in a
8 contractual manner professionally to build a deck where
9 you latch those with anchors into the wall, at no time?

10 A That's right.

11 Q There had to be four posts? It could be anchored
12 thereafter, but there had to be four posts?

13 A I would say yes, and I would just like to clarify
14 that. If he had attached that ledger board to some
15 substantial framing of the house, it would have been a
16 different story.

17 Q And that was not the case?

18 A That was not the case.

19 Q Again, could a residential licensed builder walk by
20 and see that?

21 A I believe so. Or, at least, go in the crawl space
22 and look.

23 MR. ELLIS: Okay. Thank you.

24 THE COURT: All right. Mr. Wlodarczyk.

25 CROSS-EXAMINATION

1 BY MR. WLODARCZYK:

2 Q Good afternoon, Mr. Abatta. How are you doing
3 today?

4 A Good.

5 Q Mr. Abatta, I just want to clarify something, it is
6 not impermissible to build the deck as it was designed for
7 this house 30 years ago, that's not your opinion is it,
8 correct?

9 A No, that's --

10 Q Well, let me rephrase that.

11 A Yes, that's kind of a --

12 Q If you had a deck 10 by 10 that had -- that was
13 measured for the load and that was mounted to the house
14 through the ledger board with four bolts or three bolts
15 that went through and through that attached the backside
16 of the house where there would be another girder, is that
17 the correct terminology, girder, another piece of wood on
18 the backside of the house?

19 A Yes.

20 Q It with be proper; is that correct?

21 A It would be proper as long as there was a positive
22 attachment to it from the joist girders to the ledger
23 board.

24 Q So the problem with this particular deck is not the
25 fact that the design itself was in violation of code, it

1 was the fact that whoever built this deck didn't use the
2 correct fasteners and didn't make sure that there was a
3 supporting member on the backside of the house when they
4 connected it; is that correct?

5 A Yes.

6 Q And I just want to -- I have a number of photographs
7 that were provided to you, about 90 something photographs,
8 did you get those and review those?

9 A I did, yes.

10 Q Aside from what you've testified to here today in
11 regard to these specific photos, are you alleging that any
12 other part of this deck due to weather or whatever, aside
13 from the ledger board, caused or contributed this deck to
14 collapse?

15 A No.

16 Q So the bottom of the stairs that you were discussing
17 that did show some deterioration, that, in itself, did not
18 cause the deck to collapse; is that correct?

19 A That's correct.

20 Q Nails popping, that was identified, that didn't cause
21 this deck to collapse?

22 A That's correct.

23 Q The way it was mounted to the posts of the far end of
24 the deck, that didn't have anything to do with this deck
25 collapsing; is that correct?

1 A The ultimate?

2 Q Yes.

3 A Ultimately, it did, yes.

4 Q Okay. And how -- how is that?

5 A Not having a positive attachment from the posts to
6 the deck. You can't attach it by wood screws.

7 Q Okay. But my understanding is if this issue hadn't
8 happened, nothing would have happened on the back end of
9 the deck; is that accurate?

10 A That's correct.

11 Q It would have still been up?

12 A I would have been.

13 Q So that narrows down what we need to talk about. My
14 understanding is that ledge board that you're referring to
15 has girders on either side, left and right side; is that
16 correct?

17 A That's correct.

18 Q During your prior testimony, we discussed this,
19 there's no way that someone just standing there outside of
20 the deck could look past the girder and see the ledger
21 board; is that correct?

22 A That's not correct.

23 Q That's not correct?

24 A No, you can go underneath the deck and see the ledger
25 board..

1 Q That wasn't my question. I'm saying if you're just
2 standing out on either the left or the right side --

3 A Okay.

4 Q -- of the deck looking at it --

5 A Right side standing at it, yes, you could see the
6 ledger board.

7 Q Okay. And if I ask a question, please, let me know
8 if it doesn't make sense to you. I'll be happy to restate
9 it. I have here what's specifically marked Defendant's
10 13. If you can identify what's in that photograph, sir.

11 A This would be -- we're looking at the backside of the
12 ledger board and the left side of the girder.

13 Q Okay. All right. And that is the area that shows
14 the wood rot that was in the ABS report; is that correct?

15 A That's correct.

16 Q And isn't it true that the only identification of
17 wood rot in the ABS report was at that particular area?

18 A As far as the report is concerned, that is correct.

19 Q And you don't have any other information other than
20 what's in the report; is that correct?

21 A That's correct.

22 Q All right. You said that you know Mr. Mariaca.
23 Basically, your opinion of him, would he be one to not
24 notate wood rot throughout an entire area or intentionally
25 omit information from his report?

1 A I would hope not.

2 Q Just based on your information, what you know about
3 him, would you think that he would do something like that?

4 A No.

5 Q Okay. Is there any reason to do something like that
6 in your profession generally?

7 A No.

8 Q You don't do anything like that either; do you?

9 A Absolutely not.

10 Q Exactly. Now, would you agree with me -- and I will
11 use this so the jury can see it at the same time. But as
12 we spoke, the girder on that side, the wood rod side would
13 have concealed this area with wood rot from the side as
14 you're looking at it?

15 A Yes. Yes, it would.

16 Q So either a layperson or somebody with a builder's
17 license, if they are standing there or just walking by and
18 looked at it, you would not notice there was any rot or
19 decay; is that correct?

20 A That's correct.

21 Q Okay. Would you, also, agree that there doesn't
22 appear to be any decay on the bottom of this ledger board?

23 A Toward the bottom, no, there is none.

24 Q Okay. So if you're underneath the deck and you're
25 looking up, what would you see? Would you see wood decay

1 if there's no decay on the bottom?

2 A You would not.

3 Q Okay. So if I understand your testimony, because the
4 stairs that were in contact with the ground showed some
5 deterioration and there was some popping nails, a
6 homeowner should do some type of scientific testing to
7 determine if there are additional problems? Scientific, I
8 just mean, using a hammer to make sound testing, et
9 cetera?

10 A I'm a homeowner, if I had a deck like this, I would
11 be doing some sound testing.

12 Q Okay.

13 A Where I would think rot would occur. And with no
14 flashing, I would say that rot would occur at that point.
15 So you would go underneath your deck, tap on that board
16 and hear a sound or you would poke it with something and
17 see if it soft and punky.

18 Q Okay.

19 A And that would tell you if you have wood rot or not.

20 Q And do you have any evidence that had that been done,
21 this particular area would have revealed anything?

22 A It absolutely would have revealed it, yes.

23 Q You're an engineer, correct?

24 A That's correct.

25 Q So you may have a different perspective on things

1 than the average homeowner; is that accurate?

2 A Yes, that's possible.

3 Q Okay. So we established that you can't see it from
4 the sides and you can't see it from the bottom and you
5 don't have actual empirical evidence that there was wood
6 rot along the entire ledger board; is that accurate?

7 A Yes.

8 Q Okay. Now, explain something. If wood rot caused or
9 contributed to this deck collapsing, why is the bolt stuck
10 in there?

11 A Because -- because of the fact that it had to take
12 additional force and once the other one let go -- you
13 know, once the other side on the -- again, on the right
14 side, once that let go, the rest -- the additional forces
15 had to come into these two bolts on the other side.

16 Q Okay. What I'm concerned about is, based on the
17 report, the only information you have is wood rot here.
18 You would agree with me that you have no information about
19 the other side with regard to rot?

20 A Right. But I did make an assumption that because of
21 the wood rot there and no flashing that water is just not
22 going to fall down in one area. It's going to fall across
23 the whole board.

24 Q Okay. But would you, also, agree that this area of
25 wood rot is not pervasive? I mean, it stops --

1 obviously, it stops in the photograph; does it not?

2 A No, sir, it's continuance.

3 Q So you're saying there's damage that goes all the way
4 down past where the anchor is, that's your opinion?

5 A That's my opinion, yes.

6 Q Okay. Okay. Without assuming, let's just go with
7 what's, actually, in the report and photographs, okay?

8 A Okay.

9 Q That --

10 A I still think in that photograph, you can see wood
11 rot.

12 Q I agree. I'm just saying you're assuming something
13 that's not in the report or in the photograph; is that
14 correct?

15 A I'm basing it on the photographs that I saw.

16 Q Okay. And did you read Mr. Mariaca's report?

17 A I did.

18 Q Not his report, his deposition?

19 A Deposition, yes.

20 Q Didn't he give a very detailed explanation of how it
21 pulled out from this side immediately. There was cracks
22 in the brick work. And described how it went through the
23 entire series --

24 A Well, when you have additional load going on, it's
25 going to crack the brick probably, yes.

1 Q So why isn't the second bolt in the building?

2 A Well, from the laws of physics and knowing the
3 condition, how you would look at the ledger beam, if you
4 get an analysis on it, the middle one has a negative
5 reaction to it because of the reaction of each side of the
6 ledger beam. So that puts a force upward instead of
7 downward on that on that fastener, the center fastener.

8 Q And you see wood rot throughout that entire ledger
9 beam in that bottom photograph; is that correct?

10 A I do, yes.

11 Q That's your opinion?

12 A That's my opinion.

13 Q And, of course, the jury is going have all these
14 photographs back and can come to their own determination
15 about your opinion. Let me ask you some other questions.
16 Flashing. And you said it before, I just want to clarify
17 it, flashing, the purpose of it is not to keep wood from
18 decaying, it's to keep water from going into your house;
19 isn't that correct?

20 A It's to keep water from attacking whatever you're
21 trying to cover.

22 Q Getting into your house, correct?

23 A That's on the roof, yes. But in this case here,
24 you're trying to prevent the water from going behind the
25 ledger board and the brick.

1 Q Correct. So you have house, you have flashing, you
2 have ledge board; is that how I understand it?

3 A No.

4 Q Okay. How do I understand it?

5 A May I stand up?

6 Q Yes.

7 A Okay. So, again, the flashing starts above the deck
8 here (indicating), comes down the brick wall, over across
9 the top of the ledger board, then down the face of the
10 ledge board. So that you don't get any water hitting this
11 area, the wall of the house and the ledger board.

12 Q Do you know what the condition of the deck was prior
13 to it falling?

14 A Other than what I saw in the pictures, I do not.

15 Q Is it possible that the crack that you're discussing
16 and the popping nails came from the back of the deck,
17 though?

18 A It's definitely possibly.

19 Q Isn't it more likely than not that nails popped out
20 and boards cracked as a result of the fall and that's just
21 the way it was?

22 A In some cases, some instances, water will do. Water
23 will tend to pop nails out of wood.

24 Q Did you read any of depositions of the Plaintiffs in
25 preparation for rendering your expert opinion?

1. A Did not.

2 Q Okay. In fact, you were retained -- or your office
3 was retained about, what, October of 2015?

4 A I believe so. I think that's the date, yes.

5 Q And as we discussed, you received an e-mail from Mr.
6 Reardon's office, basically, saying look at this report
7 and tell me if there's building code violations and wood
8 rot that caused this to collapse; is that correct?

9 A That's correct.

10 Q So you're marching orders going into this whole thing
11 a year or so after the litigation was filed was to
12 specifically find issues contrary to Mr. Mariaca's report?

13 A Not contrary to it because there are some building
14 code issues here as well.

15 Q Okay. Okay. But my point is, do you normally go
16 into an investigation with specific instructions to try to
17 find something or do you normally go into an investigation
18 with an open mind and then you render an opinion?

19 A I do that, yes. I go with an open mind not having
20 any bias at all, and then looking at the facts, then
21 determining what happened.

22 Q And no matter how great we all are, if someone
23 suggest that we're trying to look for something, not
24 saying that you can't find it, but you're specifically
25 trying to focus on it, correct?

1 A I'm not being persuaded to do that. I'm going to do
2 it based on what I see in the pictures in this case.

3 Q But had Mr. Reardon sent you an e-mail saying look at
4 this report and tell me if there was anything else that
5 may have caused or contributed to this fall, this collapse
6 could have had a different result?

7 A Could you repeat that question, please?

8 Q In other words, if someone had said look at the
9 report, look at the photos, tell me if you agree with this
10 opinion, tell me if there's something else that caused
11 this deck to collapse, you could have had a different
12 result?

13 A Yes.

14 Q The testimony of this trial from all of the
15 Plaintiffs was that up --

16 MR. REARDON: Your Honor, I don't think he can
17 testify to what the Plaintiffs said.

18 MR. WLODARCZYK: I can paraphrase.

19 THE COURT: All right. Stay within the record. Go
20 ahead.

21 BY MR. WLODARCZYK:

22 Q I don't believe that there is any testimony in this
23 case of any problems with the deck until it collapsed.

24 And I think we discussed that during the deposition. I
25 think we had several folks up here saying there were 10

1 plus people on this deck. There was no signs that it
2 wiggled or shook or was spongy or gave way up until it
3 just fell, okay. Just a layperson, homeowner, if you're
4 walking on a deck, walking around a deck, what would have
5 given that homeowner the idea that this deck was
6 dangerous?

7 A Well, if he had -- if there was some lateral movement
8 and he walked across it, that would be an indication.

9 Q There's no evidence of any movement whatsoever?

10 A Other than -- I don't think anybody would have.

11 Q Okay. So licensed builder or homeowner, you're
12 walking on a deck, nothing is giving way. Other people
13 are walking on the deck, there's nothing giving way.
14 There's no reports of any problems. That person would
15 have no basis to think that this particular deck was
16 dangerous; is that correct?

17 A That's correct.

18 Q Okay. And it's my understanding that only because of
19 some other areas that showed some wear and tear, that
20 should have given a person knowledge to go and do further
21 inspections, specifically, sound testing?

22 A That's always good for wood decks, to do inspections,
23 at least, once a year.

24 Q Is that the same as for a layperson without any --
25 would you expect that for a layperson who doesn't have any

1 building experience?

2 A I can't answer that only because I'm not just a
3 regular layperson.

4 Q So you would expect a layperson to know that if the
5 bottom of their stairs that are in contact with water and
6 the ground shows some decay that they should hire an
7 engineer or inspector to come to their house and inspect
8 it to make sure it's not going to collapse?

9 A No, I can't say that.

10 Q If you will bear with me one minute while I check
11 with Mr. Mariaca and I'll be right with you.

12 (Pause.)

13 BY MR. WLODARCZYK:

14 Q I just want to clarify. Which side of the ledger
15 board was rotten which initially gave way in your
16 opinion?

17 A The right side.

18 Q The right side. The side near the stairs?

19 A Near the stairs.

20 Q Okay. And the photos of the other side, the left
21 side, that's furthest away from the stairs?

22 A That's correct.

23 Q Okay. Thank you. I have no further questions.

24 THE COURT: All right. Any redirect?

25 MR. REARDON: Yes, sir.

REDIRECT EXAMINATION

BY MR. REARDON:

Q Mr. Abatta, I want to ask you questions about the conditions of this deck. Would you agree nails popping off like we talked about in the photographs of the deck -- and I'm talking about areas on the deck, areas around the deck, areas supporting the deck. When you see nails that are coming out, that are popping up and stairs are loose, would you agree with me that's a dangerous situation, it's a dangerous deck for things to happen like that?

A I would agree with that, yes.

Q And the reason those things occur is what?

A Water.

Q Water. Okay. So if you're in the business of building homes?

A Yeah.

Q Building decks, surely, you would know when nails are popping out and wood is cracking that water has gotten in there, whether it's right side, left side, middle or top, water is getting into the deck?

A That's correct.

Q Water doesn't sit at one spot?

A No.

Q It moves throughout the deck?

1 A That's correct.

2 Q All right. A residential builder when he builds a
3 home uses flashing in area to keep water out; is that
4 correct?

5 A That's correct.

6 Q Wood rots, correct?

7 A That's correct.

8 Q If you don't put on a coat of weather coating and
9 don't do anything to protect the wood with flashing,
10 what's going to happen to the wood?

11 A It will eventually rot.

12 Q Okay. So it's your testimony you check your deck
13 once a year. Other laypersons ought to do it in order to
14 make sure that rotting is not occurring; is that correct?

15 A That's correct.

16 Q It would be like changing my oil every 25,000 miles;
17 is that correct? You're maintaining it; is that correct?

18 A That's correct.

19 Q If I take this as a whole and I'm looking at the deck
20 at the time it collapsed and I'm looking at the stairs and
21 I'm looking at the wood, I'm looking at no flashing, would
22 a residential builder understand this deck at some point
23 is going to rot and potentially collapse?

24 A That's correct.

25 Q All right. That's all. Thank you.

REDIRECT EXAMINATION

1
2 BY MR. ELLIS:

3 Q When you're -- and you can look at it closer if you
4 need to. I don't think you will need to here. We're not
5 talking about a residential licensed builder having to do
6 an inspection. He walks by this deck, he should see all
7 of those defects you've talked about which led to water
8 decay and the deck collapsing; is that correct, just
9 walking by it?

10 A That's correct.

11 MR. ELLIS: That's all I have.

12 THE COURT: All right. Thank you, sir. You can step
13 down.

14 Plaintiff would call their next witness.

15 MR. REARDON: Your Honor, the Plaintiff rest.

16 THE COURT: The Plaintiff rest.

17 Ladies and gentlemen of the jury, let's go ahead and
18 take a break, that afternoon break. Don't talk about the
19 case. I'll get you out here momentarily, okay? Thank
20 you.

21 (WHEREUPON, the jury left the courtroom at 2:36
22 p.m.)

23 THE COURT: Mr. Wlodarczyk.

24 MR. WLODARCZYK: Thank you, Your Honor. Your Honor,
25 at this time, the Defendants move for a directed verdict

1 on the issue of liability. I hand, Your Honor, the
2 duties.

3 The testimony was clear, they're increasing the
4 burden to the homeowner to try to get around the fact that
5 there is no duty to seek out defective conditions on this
6 property. The construction of the deck itself is not at
7 issue. It does not present any dangerous condition in
8 terms of there has not been any change in conditions in
9 this property. The sole issue is whether -- as Mr. Abatta
10 stated, is whether the alleged wood decay was the
11 contributing factor to the deck collapse.

12 He testified, specifically, that before the deck
13 fell, you would not be able to see it to the left, would
14 not be able to see it to the right. And based on the fact
15 that there was no decay underneath, you would not be able
16 to see it even if you had the duty to go underneath and do
17 an inspection. Which in this case, it doesn't matter if
18 he is a residential or if he was physical engineer or if
19 he had any other qualifications. There's is simple no
20 obligation on a possessor of land to go out and find
21 problems with something just because there's some boards
22 that look weathered or your stairs are decaying. It's
23 simply not the law. And I don't see how there's any way
24 based on what has been presented that a jury, other than
25 through these allegations there is somehow a heightened

1 standard, they're going to be able to find that there was
2 any actual reasonable knowledge to determine that this was
3 dangerous.

4 I mean, the testimony is oh, there's nails popping
5 out. Did that cause this deck to collapse? No. Is that
6 dangerous? No. The boards are splitting. Did that cause
7 this deck to collapse? No. Did that -- was that
8 dangerous? No. So what was it? What was this rot
9 besides the fact that you can't see it? It's a ledger
10 board. You can't see it from either way and that was the
11 sole reason. Well, how do you determine that? Well, if I
12 was doing what I would do, I would get a hammer and I
13 would sound testing and things like that and a residential
14 builder should do that. Well, that's just not the
15 standard. There's just no evidence, Your Honor.

16 And we can, certainly, have another expert to come up
17 and put forth a different opinion, but there has to be
18 some evidence to put that my client reasonably did not
19 recognize the dangerous condition. And the only evidence
20 of a dangerous condition in this house has to deal with
21 the bolts, improper mount. And there's no testimony that
22 he went under the deck and looked at that. And that's a
23 construction area. So if he doesn't have actual
24 knowledge, it's not an issue. There's no he should have
25 known that based on the number of bolts. It's just not a

1 requirement.. So the change in condition, the wood rot.

2 And there's just no evidence that he would have --

3 THE COURT: There's no evidence. I agree with you.
4 I understand your argument as to actual knowledge. But we
5 have the constructive knowledge issue of the change in
6 condition. Talk to me about that.

7 MR. WLODARCZYK: Constructive -- well, we know there
8 was a change in condition from the time that the deck was
9 built. And we know that based on his testimony --

10 THE COURT: Forty years old.

11 MR. WLODARCZYK: He says three to five years --

12 THE COURT: Or 20 years.

13 MR. WLODARCZYK: -- to take that amount of rot. So,
14 you know, there is testimony of that. The question is, is
15 could he have determined that there was an issue without
16 being able to see it? And there's no testimony of that.
17 The testimony is well, there were other areas of the deck
18 that had nothing to do with this collapse, and based upon
19 that, based upon says well, there's a corner that's on the
20 opposite side of where the actual issue was, he should
21 have gone further and done an inspection. And that's what
22 the law does not provide.

23 There's no duty -- there's no case law that says, you
24 know, I have to go out and search my property to find
25 hidden dangers to make it safe. There's no duty that I

1 have to repair the property. You have to be -- and from
2 what I've read -- and there's a case cited in the jury --
3 the jury charge that I presented Your Honor, I believe
4 it's the first one, the 1965 case. It talks about ditches
5 being dug and things -- that's the change in condition. I
6 mean, I don't think we're dealing with a -- you know, if
7 somebody goes on your property and digs a hole and you're
8 walking around and you should see it because it's a big
9 hole in your yard and you're oblivious, which is kind of
10 the argument here, you're just willfully not looking at
11 it, that is where the issue comes in with number two about
12 may reasonably be expected to discover. That's how you
13 mesh the fact that you don't have a duty to inspect; and
14 yet, if there's a change in condition, you have to -- you
15 can't be a blind eye. And they use some more -- it's a
16 1965, there's a little bit more harsher language of
17 failing to use common sense. But in this particular case,
18 everything that was said by their expert is that based on
19 something else that did not cause or contribute to this
20 deck collapsing, he should have done an inspection.

21 THE COURT: Should he have reasonably been expected
22 to discover the rotting deck, a 20-year-old deck, when he
23 replaced rotting boards on it?

24 MR. WLODARCZYK: There was testimony -- the only
25 testimony about that condition of the deck came from the

1 Marshalls. They said they had no knowledge of any
2 problems with the deck.

3 THE COURT: Other than the boards that he had
4 replaced.

5 MR. WLODARCZYK: The two boards that the U. S.
6 Government said you have to replace, which were on the far
7 right side.

8 THE COURT: And that's what I'm asking, is that --
9 that's evidence of a change in condition, okay. So the
10 question is, okay -- I mean, I think that's what the jury
11 could possibly find. I'm following you. I'm following
12 you. I'm sitting here looking at --

13 MR. WLODARCZYK: The argument is kind of simple --

14 THE COURT: I'm looking at the case you handed up as
15 well as the law because I think you hit it right on the
16 head as far as actual notice is concerned for licensees,
17 okay. But, you know, the law is, also, that -- let me
18 just read this to you, The defendant has a duty -- this is
19 straight out of the charge book.

20 And, of course, Mr. Reardon and y'all, I want steal
21 your thunder. I know y'all are going to address it.

22 A licensee is a person who enters the premises of
23 another with the owner's consent. A social guest is a
24 licensee. Straight out of the charge book. The defendant
25 -- a defendant has the duty to use reasonable care to

1 avoid injuring a licensee when carrying on activities on
2 the premises. In addition, a defendant has the duty to
3 use reasonable care to warn a licensee of any concealed
4 dangerous condition or activity which are known to the
5 defendant or of any change in the condition of the
6 premises which may be dangerous and which the defendant
7 should have reasonably been expected to discover; however,
8 the owner of the property has no duty to search out and
9 discover dangers or defects or to otherwise make the
10 premises safe for a licensee. The owner has a duty to
11 warn a licensee of hidden or concealed dangers of which he
12 has actual knowledge.

13 So it's kind of hybrid constructive, the way I'm kind
14 of looking at it, dealing with just the change in
15 condition.

16 MR. WLODARCZYK: The problem is, Judge, is that when
17 he prepared the boards, we have the testimony that it was
18 done while under the U. S. Housing Authority. The
19 testimony was that that was the first seven to eight years
20 of the house. The testimony from the expert was that this
21 occurred in the past three to five years. So when he
22 repaired the boards, based on their own expert's
23 testimony, this didn't occur. There wasn't a change in
24 condition. Had he done it, presuming on what their own
25 expert said, there wouldn't have been anything there

1 because this only happened in the past three to five
2 years. And that's their expert's testimony.

3 THE COURT: Okay. Got you.

4 Mr. Reardon.

5 MR. REARDON: May it please the Court, Your Honor.
6 Let me start with that one argument right there. He
7 testified he replaced several boards in the first five
8 years because they were rotting. Now, fast forward the
9 next 14, he had done darned it and he looked at it. So
10 you're talking about a man who's on notice that he's had
11 it for the first five years, this house, and he's already
12 replaced, at least, five different boards. He said three,
13 maybe five, he wasn't sure. So in five years time, that
14 means every report that's come through in those first five
15 years, he's had to do work on it. So now you fast forward
16 14 more years where there's no longer an inspection being
17 done by the housing authority and he hasn't done any.

18 So he is on notice that deck was rotting from the
19 first day they come out there. And the first five years
20 they're coming out there, they're telling him to replace
21 these boards. He replaced them those first five years and
22 then he just stops. He says I'm home free. I don't have
23 to worry anymore about the housing authority. I'm not
24 going to do anything else again. I'm going to make my
25 money on the house. I'm going to ignore the circumstances

1 of the house. Our own engineer says it is very obvious
2 from looking at this deck that the rot is everywhere, it's
3 falling apart and that it's open and obvious to anybody
4 that's inspecting this premise that the conditions are
5 changing. The flashing is a substantial issue. The nails
6 are a substantial issue. The boards being pulled up. The
7 mounting is a substantial issue. You add all of those
8 together, if any individual is doing anything in those 14
9 years, he would realize at that point that he has to do
10 something, that it is rotting, the conditions are
11 changing. It's like driving around on a tire that wears
12 out. You can look at the tire and know it's getting thin,
13 it's wearing out, it's going to blow, it's just a matter
14 of when. He looks at it. He knows it's deteriorating
15 based on the circumstances, based on this history. He
16 ignores it and, eventually, it falls down, just like a
17 tire that blows up.

18 So again, it's open and obvious. I still think he
19 had actual knowledge. He can tell us he didn't, but a man
20 that comes out there and looks at a deck that's a home
21 builder. He has lots of knowledge about the flashing and
22 the set up of the deck. So I think he -- we satisfy the
23 first one, he had actual knowledge. If we don't get to
24 that one, we go back to the second one as to change of
25 condition. The testimony was from our expert that the

1 conditions changed over time. Whether it's three years,
2 five years or the last 15 years, there was substantial
3 changing. And he said those combined did cause an
4 awareness for somebody who was inspecting the deck.

5 Lastly, Your Honor, in my original brief against a
6 memorandum in opposition to summary judgment, I cited the
7 case of Vaughan V. Town of Lyman, 370 S.C. 436, where a
8 city volunteer -- city employee voluntarily undertook an
9 inspection to repair a sidewalk not owned by the city and
10 a result of them taking over this and doing an inspection
11 and doing work on that sidewalk, they now have to do so in
12 a safe and proper manner. They're now on notice that
13 they're responsible for taking care of that area. Just
14 like this deck here, he voluntarily replaced these boards.
15 They said he had no duty. He did replace the boards at
16 some point. I think he's on notice there, also. So I
17 think he falls under that area. If we can't satisfy the
18 first two, we can look at the Lyman case and I think it's
19 pretty obvious that he undertook that duty.

20 THE COURT: Any reply?

21 MR. WLODARCZYK: Yes, Your Honor. Mr. Reardon,
22 unfortunately, looked at the case that just kind of
23 generally touched on the issue of voluntary undertaking
24 and didn't go back and search the voluntary undertaking
25 law as to summary judgment. The Lyman case was an issue

1 about summary judgment if you, actually, read the citation
2 in the Lyman case with the City of Columbia. The
3 voluntary understanding -- if you give me a second to find
4 it. There was a reason why I was asking the individuals
5 about did you have any notice, did anybody report
6 anything.

7 Essentially, there's two parts into it. And I
8 believe it was a federal case that was citing South
9 Carolina law. The voluntary undertaking says that if you
10 voluntarily undertake to do something, you can't increase
11 the risk. And there's absolutely no evidence that
12 replacing the boards resulted in this deck collapsing.
13 The second one is that the person that got injured relied
14 upon the fact that something was done and, therefore,
15 thought it was safe. None of these people, as I asked
16 them, knew what Mr. Marshall did or did not do on that
17 deck. So, therefore, because the replacing boards is not
18 an increased risk and because there was no reliance upon
19 it, the -- that particular duty does not apply. Moreover,
20 that's in an situation which states that under the common
21 law, there is no duty to act. And, therefore, if you
22 voluntarily undertake it, you're subject to these
23 restrictions.

24 In this particular situation, as with licensees,
25 renters, invitees, there is a common law duty. The law

1 tells us exactly what we have to do. So there are two
2 separate situations. I'll get the cases -- I'm sure some
3 other people want to talk, and then I'll cite those cases
4 to you which, actually, says this is inapplicable because
5 there's no increased risks and their reliance.

6 THE COURT: Okay. All right. Well, I don't need to
7 hear any other argument. I'm going to deny your motion
8 for directed verdict. I find there are enough factual
9 issues to justify the case going to the jury.

10 All right. What else.

11 MR. REARDON: Nothing from the Plaintiff.

12 MR. ELLIS: Nothing. We rest, Your Honor.

13 THE COURT: All right. The Plaintiff has rested.

14 MR. ELLIS: Can Mr. Abatta leave -- well, we'll keep
15 him.

16 MR. WLODARCZYK: We're ready to go.

17 THE COURT: What do you have?

18 MR. WLODARCZYK: We just got one, Mr. Mariaca.

19 THE COURT: Then after that, we'll have --

20 MR. WLODARCZYK: If I can just have --

21 THE COURT: Is that three or four?

22 MR. REARDON: It's three, Your Honor.

23 MR. WLODARCZYK: If I can just have a restroom break?
24 I think his testimony will take 15, 20 minutes.

25 THE COURT: Okay. You need a break now?

1 MR. WLODARCZYK: Yeah, I just need a restroom --

2 THE COURT: Okay. That's good. Do that. All right.
3 Let's do 10 minutes then.

4 (WHEREUPON, a short recess was held.)

5 THE COURT: All right. Anything else before we
6 bring the jury in?

7 MR. WLODARCZYK: No, sir.

8 THE COURT: All right. Bring them on in.

9 (WHEREUPON, the jury returned to the courtroom
10 at 3:02 p.m.)

11 THE BAILIFF: The jury is present, Your Honor.

12 THE COURT: Are you ready to proceed, Mr. Wlodarczyk?

13 MR. WLODARCZYK: Yes, Your Honor.

14 THE COURT: Call your first witness.

15 MR. WLODARCZYK: I call Parker Shields.

16 THE COURT: All right. Mr. Shields, come on around.

17 Thereupon;

18 PARKER SHIELDS, after having been
19 duly sworn, testified as follows:

20 THE CLERK: Have a seat in the witness box, please.

21 DIRECT EXAMINATION

22 BY MR. WLODARCZYK:

23 Q Afternoon, Mr. Shields.

24 A Afternoon.

25 Q Can you tell the jury a little bit about yourself?

1 A My name is Parker Shields. I went to Clemson
2 University for my Bachelor's and Master's Degree. I
3 graduated with my Bachelor's in 2011, Master's Degree in
4 2013. Both of them in civil engineering. And I currently
5 work for Applied Building Sciences and an engineer in
6 training.

7 Q Explain to the jury what an engineer in training is.

8 A It is an engineer that is not yet professionally
9 licensed. Going through the licensing process generally
10 takes about four years after completing your degree.

11 Q And when are you taking your exam to be a
12 professional engineer?

13 A In two weeks.

14 Q Okay. And how long have you been with ABS?

15 A Collectively, including internships, about three
16 years.

17 Q Okay. And do you work under the supervision of a
18 licensed engineer when you do your investigations?

19 A Yes, sir.

20 Q Okay. And in this particular instance, who were you
21 working on?

22 A Luis Mariaca.

23 Q He's present here today?

24 A Yes, sir.

25 Q It's my understanding that you were the one that was

1 present taking these that we're looking at today; is that
2 correct?

3 A That's correct.

4 Q Okay. I will be very brief with my questions. As it
5 related to the bottom of Exhibit 4, Plaintiff's Exhibit 4,
6 what does that photo show?

7 A That photo shows the -- what I'm calling the rear
8 side of the band joist, which would the side of joist that
9 was against the brick veneer of the house.

10 Q Okay.

11 A And it's showing the south end of that joist. So if
12 you were looking at the rear of the house, it would be the
13 left side here (indicating).

14 Q Okay. And would you agree that that photo does show
15 some wood decay, wood rot on the left side?

16 A Yes, I agree.

17 Q Okay. Did you note any other wood rot or wood decay
18 on that beam throughout the entire deck?

19 A I did not.

20 Q Okay. And you were present and walked around the
21 entire deck and photographed it? How long were you there?

22 A Well, I can't say exactly. I'd have to check the
23 invoice. But I would say I was, at least, an hour.

24 Q Okay.

25 A Probably more.

1 Q Okay. And had there been wood rot or wood decay
2 similar to what's shown in that photograph on the other
3 end or throughout the beam, would you have noted it?

4 A Yes, I would have.

5 Q Would you have photographed it?

6 A Yes, most likely.

7 Q Okay.

8 MR. WLODARCZYK: I have on further questions.

9 THE COURT: Any questions for this witness?

10 CROSS-EXAMINATION

11 BY MR. ELLIS:

12 Q Mr. Shields, I'm Todd Ellis. Just a couple of
13 questions for you. I'm not an engineer. I haven't been
14 to Clemson University for educational purposes, by any
15 means, but is there anything that is between the left
16 side of this deck where you claim that that picture
17 indicates there's wood decay and the middle and the right
18 that would stop water from penetrating in that area?

19 A Penetrating what exactly?

20 Q In the wood, into the base of the house, into the
21 foundation? Is there anything mechanically, structurally,
22 is there a piece of equipment that I'm not aware of, is
23 there flashing, is there anything that would keep water
24 from running from the left to the right of the base of
25 that deck?

1 A No, I don't believe so.

2 MR. ELLIS: That's all I have.

3 THE COURT: Any redirect -- oh, I'm sorry. Go ahead.

4 CROSS-EXAMINATION

5 BY MR. REARDON:

6 Q You took photographs of the entire area. How come
7 there were no photographs taken from the right side to
8 the left side?

9 A There could be. I don't recall, but I, typically,
10 only take photographs of observations relevant to the task
11 at hand, which was determine, in this case, the cause of
12 this collapse.

13 Q Okay. And you were hired by the Marshalls to go out
14 there and investigate why this fell?

15 A No, that's not correct. I believe we were hired by
16 State Farm.

17 Q Thank you.

18 THE COURT: All right. Any redirect?

19 MR. WLODARCZYK: No, Your Honor.

20 THE COURT: All right. Thank you, sir. You can step
21 down.

22 Call your next witness.

23 MR. WLODARCZYK: Your Honor, can we take a matter up?

24 THE COURT: Yeah.

25 MR. WLODARCZYK: Out of the jury's presence.

1 THE COURT: Okay. Ladies and gentlemen of the jury,
2 if you'll head back to your jury room. I have a matter I
3 need to take up with the lawyers.

4 (WHEREUPON, the jury left the courtroom at 3:10
5 p.m.)

6 THE COURT: All right. Mr. Wlodarczyk.

7 MR. WLODARCZYK: Your Honor, I don't know why
8 Mr. Reardon asked him who he was hired by, but, obviously,
9 he knew was hired by State Farm. I watched the jury's
10 faces. I mean, it's grounds for a mistrial. I hate to do
11 it in the last end of it. But, again, Your Honor, ruled
12 beforehand there was going to be no introduction of
13 insurance questions --

14 MR. ELLIS: You should have told your witness that.

15 Mr. Reardon, let me hear from you.

16 MR. REARDON: Your Honor, his question to my engineer
17 was did Mr. Reardon hire you to go out there and make up
18 this -- give a report that said the deck collapsed because
19 of A and B. I was asking the exact same question, did you
20 get hired by Mr. Wlodarczyk to go out there and give an
21 opinion as to why the deck fell. He says, No, State Farm
22 hired me. I didn't interject that to the jury. I wanted
23 to know why he went out there and whether he was given
24 marching order, as he said to the jury earlier, that I had
25 said something in my e-mail that was improper to make an

1 opinion be developed by my expert. So I was asking the
2 exact same question, were you hired by Mr. Wlodarczyk to
3 go out there to give an opinion that this deck collapsed
4 because the Marshalls did nothing wrong. That was my only
5 question.

6 THE COURT: Hold that thought.

7 Do you have realtime?

8 THE COURT REPORTER: Yes, sir.

9 THE COURT: Can you go back and tell me how it went
10 about?

11 Because there's a difference to me with a specific
12 question versus a witness blurting it out.

13 (Pause.)

14 THE COURT: And besides, I can always issue a
15 curative instruction if I need to. We can deal with that
16 in a moment.

17 (WHEREUPON, the question and answer was read
18 back by the court reporter.)

19 THE COURT: Motion for mistrial denied.

20 Now, having said that, I can -- I have a specific
21 instruction -- the word insurance has come up once. That
22 was dealing with health insurance, as I recall.

23 MR. WLODARCZYK: Right.

24 MR. REARDON: Right.

25 THE COURT: I recall that. Now, of course, everybody

1 knows State Farm is an insurance company. I have an
2 instruction I can give about insurance being mentioned
3 during the trial. Y'all are probably familiar with it.
4 Do you want me to give that? Typically, it's my
5 experience that defense lawyers don't want it.

6 MR. WLODARCZYK: We don't want to rehash the issue.
7 I just wanted to make my motion for the record.

8 THE COURT: Sure. Sounds good. All right. Motion
9 denied. You're covered. They'll come back in here and
10 you can call your last witness.

11 Bring them in.

12 (WHEREUPON, the jury returned to the courtroom
13 at 3:13 p.m.)

14 THE BAILIFF: Your Honor, the jury is present.

15 THE COURT: Thank you very much.

16 Sorry about that, ladies and gentlemen. Thank you
17 very much.

18 All right. Mr. Wlodarczyk, you may call your next
19 witness.

20 MR. WLODARCZYK: Thank you, Your Honor. I call
21 Mr. Mariaca.

22 THE COURT: All right. Sir, come on around.
23 Thereupon;

24 LUIS MARIACA, after having been
25 duly sworn, testified as follows:

1 THE CLERK: Thank you. Have a seat in the witness
2 box, please. State your name for the record.

3 THE WITNESS: Luis Mariaca.

4 DIRECT EXAMINATION

5 BY MR. WLODARCZYK:

6 Q Mr. Mariaca, please, tell the jury about your
7 educational background?

8 A I have a Bachelor's Degree in civil engineering from
9 Bradley University. I have a Master's Degree in civil
10 engineering, also, from Bradley University in 1983. I
11 have continuing education past the Master's at USC.

12 Q And who are you currently employed with?

13 A Applied Building Sciences.

14 Q And you and Mr. Abatta do similar work; is that
15 correct?

16 A That's correct.

17 Q Are you a licensed professional engineer?

18 A I am.

19 Q And when did you obtain your license?

20 A My license about five years after my degree.

21 Q Okay. And have you testified as an expert before in
22 court?

23 A I have.

24 Q Okay. In the field of engineering?

25 A Yes.

1 Q And have you given depositions as an expert in
2 engineering before?

3 A I have.

4 Q Approximately how many depositions have you given?

5 A The past 27 years, approximately 100.

6 Q Okay. How many times have testified in court
7 approximately?

8 A Between 10 and 15 times.

9 MR. WLODARCZYK: Your Honor, at this time, we'd move
10 to have Mr. Mariaca admitted as a --

11 MR. REARDON: No objection.

12 THE COURT: All right. Without objection, he's
13 qualified as an expert in the field of engineering.

14 Ladies and gentlemen, you recall I told you about
15 expert testimony earlier, okay?

16 You're qualified.

17 BY MR. WLODARCZYK:

18 Q Mr. Mariaca, I would like to kind of leave this up
19 to you. The jury's heard a lot of information and
20 they've looked at photos. But your firm performed an
21 inspection on this property regarding this deck collapse;
22 is that correct?

23 A That's correct.

24 Q Okay. And Mr. Shields was the one that was out at
25 the premises taking photographs, making notations and

1 provided a report to you; is that correct?

2 A Yes, that is correct.

3 Q Okay. And in your position as the professional
4 engineer, it was your responsibility to make sure the
5 report was correct and you agreed with the conclusion; is
6 that also correct?

7 A Yes, I reviewed the report, signed and sealed it.

8 Q Okay. And as a result of the investigation, did you
9 reach a conclusion as to what was the cause of the deck
10 collapse?

11 A I did.

12 Q Okay. If you would just tell the jury the basis of
13 the information that you had, and then I'll ask you about
14 -- and then you can just tell the jury your conclusion as
15 well.

16 A Okay. There were three anchor bolts used to support
17 the inboard side of the deck to the house. The anchors
18 were attached to the brick veneer. Brick by definition as
19 a veneer is not a structural member. It is not designed
20 to carry any loads. By the fact that it was built and
21 attached to the brick veneer, we had a defective design or
22 a defective construction. The brick, although has
23 strength, is not required to carry any load. In this
24 case, the load that you have on the deck is substantial.
25 The way it should have been supported is on a structural

1 member, typically, inboard of the brick. So you have the
2 brick, that's just a veneer to keep weather out. Inboard,
3 inside, you have the framing, wood framing to which the
4 deck should have been attached with these anchors.

5 Q How -- how is the only way to determine if there
6 would be an inboard member to attach to inside of the
7 house?

8 A It would be to crawl under the house in the crawl
9 space or to open it up through the brick, because
10 sometimes the crawl space, it's concealed. It's not easy.
11 That would be two ways to do it.

12 Q Okay. And what methods -- if you have the two
13 members in order to secure it, what elements do you use
14 to, actually, make it secure?

15 A Okay. Mr. Abatta mentioned bolts. You use bolts
16 with nuts. They go through both structural members. The
17 band board, the joist band board, that was being called
18 ledger, to the structural member inside the house through
19 bolts with nuts and it secures it.

20 Q Okay. Did you reach a conclusion with a degree of
21 engineering certainty as to what the ultimate cause of the
22 collapse was?

23 A Yes, I did.

24 Q Okay. And that was the failure to have proper
25 bolting going through the entire and securing member on

1 the back side; is that accurate?

2 A That's the way it was built. The reason it failed is
3 because the brick spalled and failed on the left-hand
4 side.

5 Q Okay.

6 A In the middle, the anchor pulled out. On the
7 right-hand side, the anchor bolt fractured and pulled out
8 partly. So by looking at the anchors, we can tell that
9 the anchors either did their job or failed or the brick
10 veneer did its job or failed by the spalling of the
11 fractured mechanism.

12 Q I'm going to show you a photograph. I want you to
13 explain it a little bit in more detail to the jury. Would
14 you agree that your opinion as to the sequence of the
15 collapse is opposite to Mr. Abatta's?

16 A That's right, it's opposite.

17 Q Mr. Abatta's position is that there was wood rot
18 throughout the beam, that the collapse started on the side
19 nearest the stairs, and then ended on the side closest to
20 where you're sitting; is that correct?

21 A That's correct.

22 Q I've got three photographs. I think Defendant's 22,
23 23, and 25. I'm going to let you look at these. My
24 understanding, I'm putting them in sequence, is -- you
25 take a look at them. The one closest to me would be the

1 left side of the deck. The center one would be the center
2 deck. And then the right closest to you would be the
3 right side of the deck. Is that correct?

4 A That's correct.

5 Q Now, explain what is seen in those photographs to
6 show -- or to explain to the jury how you came to your
7 conclusion.

8 A This is left hand side right here (indicating). And
9 you see this other photograph that shows the brick's
10 falling. This is an anchor bolt, an expansion anchor
11 bolt, so it's got sleeves. And when you drive the anchor
12 into the sleeves, it expands. And that anchors that
13 fastener. When you have a load on the anchor and it
14 fails, you keep on loading it up, overload it, if you
15 will, this brick shows spalling, it fails. The anchor
16 remained attached to the band board and pulled out of
17 here.

18 Q And just to briefly interpret you, the anchor that
19 you're referring to that remained attached is in this
20 photograph as well?

21 A That's correct.

22 Q And that's where the wood rot is shown in the
23 photograph; is that correct?

24 A That's where the wood rot has been documented.

25 Q Okay.

1 A The left side where it says the center anchor, you
2 can see one-half, it's two halves of the sleeves, the
3 expansion sleeves, the bolt itself pulled out. This is
4 the right-hand side, the anchor bolt remained attached to
5 the brick. And there's photographs that show it bent and
6 then fractured. So this bolt did its job. This bolt did
7 its job until the brick gave way. This bolt didn't fail,
8 it did its job until it was pulled away.

9 Q And you're certain of that opinion within a
10 reasonable degree of engineering certainty; is that
11 correct?

12 A Correct. The matching evidence is on the band board.
13 Specifically, that lower picture that shows the anchor
14 still attached to the wood. Even though that is the
15 rotted end of the wood, the wood was sufficiently sound to
16 hold onto that bolt and not cause it to fail. If the wood
17 didn't decay, it rotted, the wood would have failed and
18 the anchor bolt would have remained on the wall.

19 Q There's no evidence of the wood failing in the
20 photograph; is there, as far as you can see?

21 A No, there isn't.

22 Q What's your opinion on flashing, the purpose of it
23 and -- versus what Mr. Abatta said?

24 A Flashing is provided throughout a house to prevent
25 water intrusion to the interior, what is called the heated

1 space or the sensitive members, which is untreated wood.
2 So direct any water that would otherwise penetrate into
3 the interior and direct it to the outside, to the
4 exterior.

5 Q Even if flashing was attached, is it possible for the
6 wood to still suffer water damage?

7 A Wood decks are used all of the time in residential
8 construction. The deck wood is exposed to water. Water
9 itself is not going to cause decay unless the wood is not
10 protected, either through paint or if it's not treated.
11 Now, if you have water in contact with wood for prolonged
12 amount of time, then you're going to have some
13 deterioration even if it's protected. So an example would
14 be, the stringers of the stairs that are in contact with
15 the ground. That's continuous moisture contact. That
16 will be the first location where the wood will start
17 decaying. In the deck, it's exposed to the elements. If
18 it's painted and maintained, it has long-lasting service.

19 Q Would you also agree with Mr. Abatta the fact that
20 merely observing either on the top or the sides of this
21 deck that one would not see the wood rot that is
22 identified in those photographs -- or in that photograph?

23 A Based on my discussions with Parker and the
24 photographs that I reviewed, the rot is on the inside face
25 that's in contact with the brick veneer. So from the

1 left, it is concealed by the joist girders. On the top,
2 it's concealed by the boards, the wood boards. The bottom
3 is not damaged. Only that face that we see in the
4 photograph has the decay and deterioration. So it is not
5 visible to the casual observer or guest or owner by
6 walking on the deck unless it's pulled out or unless you
7 bore through it and expose it.

8 Q And would you also agree that regarding there was no
9 evidence of the deck giving way or lateral moving or
10 wobbly or feeling spongy, would any person have reason to
11 believe that it was structurally unsound?

12 A No, there's no way to tell.

13 MR. WLODARCZYK: Thank you, sir. Answer any
14 questions these attorneys may have.

15 CROSS-EXAMINATION

16 BY MR. REARDON:

17 Q You and Mr. Abatta are working currently on one case
18 together; is that correct?

19 A Yes, we are.

20 Q This is just two engineers with different opinions;
21 is that correct?

22 A Yes, sir.

23 Q As far as his background and his engineering, you
24 would agree he's a good engineer?

25 A Yes.

1 Q Okay. Flashing prevents rotting; is that fair to
2 say?

3 A Flashing prevents water intrusion that can lead to
4 rotting.

5 Q And if you don't have something to protect the area
6 that we've referred to throughout this trial, whether it's
7 the stairs, whether it's the deck, or whether it's the
8 beam against the wall, it is not something there to
9 protect it, wood is going to rot when it is exposed to
10 raining; is that correct?

11 A No, that is not correct.

12 Q That's not correct?

13 A No.

14 Q I thought you just told us that if you don't do
15 something to protect wood on wooden decks, it's going to
16 rot or going to be exposed and have issues. Did I
17 mischaracterize your summary?

18 A You're insinuating by the question that this deck
19 would have been susceptible to the rot.

20 Q Let me start over. You testified -- I believe you
21 said that you needed to protect a deck from rain, whether
22 that was paint, correct?

23 A Yes.

24 Q Weathering, whether you put weather coating on it?

25 A Correct.

1 Q In this case, flashing in an area where water may run
2 down onto the loading board; is that correct?

3 A No.

4 Q No. Okay, so not flashing?

5 A Flashing prevents water from entering the house. So,
6 for example, when you have a deck that's level with the
7 French doors, that's a location that's sensitive where you
8 can have water intrusion. You don't use flashing to
9 protect wood, otherwise, the entire deck would be covered
10 in the flashing. It is only to protect the house and
11 water intrusion through an opening, like a French door or
12 a window that you would have flashing.

13 Q Is it your testimony there should be nothing over or
14 above this board that's holding the three bolts into the
15 house to protect it from rain?

16 A This deck is about eight inches below the French
17 doors.

18 Q Okay.

19 A So this photograph that shows the paint, the red
20 paint of the deck, so a step up, there's no risk of water
21 entering the house. So there's no real need to put
22 flashing at French doors and so forth.

23 Q Why do you suppose then there's rot on one side of
24 these boards?

25 A That looks like you have water intrusion at that

1 enter and it's a continuance contact of moisture at one
2 end.

3 Q How do you prevent that?

4 A You paint the wood or you have treated wood.

5 Q There was testimony that Mr. Marshall never painted
6 and never once put on any coating on his deck. Would that
7 lead you to believe that this deck is going to have issues
8 with rain and with rot?

9 A You -- there's a duty to maintain. You have to
10 maintain the property, paint it on a regular basis. That
11 is not a permanent condition.

12 Q There was testimony for about five or seven years the
13 housing authority did inspections, but after those five
14 years or seven years, no other inspection was done for the
15 next 12 years, no written inspections, no getting under
16 the house inspections, no weathering, no painting. Would
17 you agree then at that point, Mr. Marshall violated or
18 caused his deck to be in a condition that may cause injury
19 or a collapse?

20 A Usually, the maintenance on the decks are the boards
21 that are exposed to water. There's a duty for property
22 owners, homeowners --

23 Q Okay.

24 A -- to maintain the decks. I don't think there's a
25 duty to go looking for damage you would be able to see

1 unless you were given some type of a clue or warning to go
2 looking for it.

3 Q Let me show you Exhibit No. 5. Would you agree with
4 me that these stairs are in bad condition as far as
5 weathering, wear, tear, decay?

6 A I see decay at the bottom of the stringers --

7 Q Okay.

8 A -- that come in contact with the ground.

9 Q Do you see any paint on those stairs?

10 A No, I don't.

11 Q Do you see any weather strips, weather coats,
12 anything on those stairs?

13 A No, I don't.

14 Q Did you see any of that on any of the deck when you
15 did your inspection and looked at these photographs?

16 A Yes, I think parts of the top surface boards have
17 paint that appear to be weathering.

18 Q Which boards are you referring to?

19 A The deck boards.

20 Q You think the deck boards were painted?

21 A Weathering, they show weathering.

22 Q Would you agree then, if there was no painting and no
23 protection put on it for 12 years that you're going to see
24 signs of rotting, you're going to see signs of decay on a
25 deck that's exposed to the elements?

1 A Yes, if it's not treated wood and the paint is
2 weathering, yes.

3 MR. REARDON: Thank you very much.

4 THE COURT: Any redirect examination or anybody else
5 from over here?

6 REDIRECT EXAMINATION

7 BY MR. WLODARCZYK:

8 Q Can you tell by the photographs whether this is
9 pressure treated wood or not?

10 A No.

11 MR. WLODARCZYK: Thank you, sir. No further
12 questions.

13 THE COURT: All right. Thank you, sir. You can step
14 down.

15 All right. The Defense can call its next witness.

16 MR. WLODARCZYK: That concludes our case, Your Honor.

17 THE COURT: Anything in reply from the Plaintiffs?

18 MR. REARDON: No, Your Honor.

19 MR. ELLIS: None.

20 MR. RILEY: Nothing.

21 THE COURT: All right. Thank you.

22 Ladies and gentlemen of the jury, we have now ended
23 the testimony and evidence phase of the trial. Given the
24 hour, it's 3:30, and, of course, I'm driving back and
25 forth from Chester this week, what I want to do -- and I'd

1 rather y'all listen to the lawyers and closing arguments,
2 plus the law that I give you tomorrow on a fresh, rested
3 mind, so we're going to go ahead and break for today,
4 okay. I want you back in your jury room tomorrow morning
5 at 9:30. We're going to have lunch for you, so don't
6 worry about lunch plans tomorrow and stuff. While you
7 deliberate, you'll be able to eat here at the courthouse.
8 It'll be good, too. Anyway, that's what your tax dollars
9 pay for, I guess.

10 Thank you so much for your service so far. Do not do
11 any independent research on the case. Don't talk to
12 anybody else about the case. Remember, you cannot discuss
13 this case until you've heard everything, and that will be
14 tomorrow after the closing arguments and after the jury
15 charge, okay. Thank you very much. Have a wonderful
16 evening.

17 (WHEREUPON, the jury left the courtroom at 3:34
18 p.m.)

19 THE COURT: All right.

20 MR. WLODARCZYK: Just for the record, renew motion
21 for directed verdict on the same grounds.

22 THE COURT: All right. You're protected, motion
23 denied.

24 MR. WLODARCZYK: Thank you.

25 THE COURT: All right. Let's talk law and charge.

1 Let me kind of -- let's -- you can hand up something
2 specific, but let me tell you what I intend on charging
3 and then if y'all want to supplement, we'll go from there,
4 or if you want to hear what I'm going to say, we'll do
5 that.

6 All right. Of course, credibility, expert witnesses.
7 Y'all want me to charge prior inconsistent statements?

8 MR. REARDON: I didn't hear anything in regards to
9 that.

10 THE COURT: Couple of you went through what was said
11 in your deposition, but we don't have to, that's fine.
12 Preponderance of the evidence. I charge the mere fact
13 that an accident occurs which results in an injury does
14 make the defendant responsible. The plaintiff must prove
15 the defendants were negligent. Okay, I do charge that. I
16 kind of crafted my own negligence charge to make it simple
17 to understand, okay. And on the duty part, that's when I
18 got to premises liability.

19 Let me read to y'all what I've crafted on this
20 premises liability dealing with licensees, which I believe
21 that your clients are under the law, and taking into
22 consideration what Mr. Wlodarczyk handed up earlier.

23 The Plaintiffs claim that an unsafe condition on the
24 Defendant's premises injured the Plaintiffs. In order to
25 recover damages for the injuries -- or their injuries, the

1 Plaintiffs must first prove by a preponderance or greater
2 weight of the evidence that an unsafe condition existed on
3 the Defendant's premises. Next, the Plaintiff must show
4 that the Defendant had actual notice of the unsafe
5 condition. Just because an unsafe condition existed, this
6 is not enough in and of itself to show that the Defendant
7 had notice of the unsafe condition.

8 A licensee is a person who enters the premises of
9 another with the owner's consent. A social guest is a
10 licensee. The Defendant has the duty to use reasonable
11 care to avoid injuring the licensee in carrying on
12 activities on the premises. In addition, the Defendants
13 have the duty to use reasonable care to warn a licensee of
14 any concealed dangerous conditions or activities which are
15 known to the Defendant or of any change in the condition
16 of the premises which may be dangerous in which the
17 Defendant should have reasonably been expected to
18 discover. However, the owner of property has no duty to
19 search out or discover dangers or defects or otherwise
20 make the premises safe for licensee. The owner has a duty
21 to warn a licensee of hidden or concealed dangers of which
22 the owner has actual knowledge.

23 MR. ELLIS: Your Honor, the only -- I'm sorry.

24 MR. WLODARCZYK: Go ahead. You're first, you're the
25 Plaintiff.

1 MR. ELLIS: The only thing I saw about that is I
2 think that duplicates the actual notice standard. It's a
3 two-tier test, which you read earlier today and you read
4 it again. At the beginning of that charge, you charge
5 about actual notice, then you go into a licensee law. I
6 think it's just more appropriate with just the licensee
7 law.

8 THE COURT: Okay. Charge unsafe condition and then
9 go straight to licensee?

10 MR. ELLIS: Yes, Your Honor.

11 THE COURT: All right. Anything on that?

12 MR. WLODARCZYK: The only issue is I think the
13 standard is dangers rather than unsafe. I think something
14 can be less than dangerous and still be unsafe. But
15 dangerous seems to be used throughout the case law, so I
16 would ask that. And I don't know if we need to, actually,
17 charge about activities -- I'm sorry, the carrying on
18 activities, have the duty not to hurt people because I
19 don't think that applies to this case. Just be having the
20 knowledge of change of condition.

21 THE COURT: I see what you're saying.

22 MR. REARDON: I had a question as to the second part
23 of the charge, Your Honor. It appears that the law is A
24 and B, and then it goes on to say in other words. I don't
25 know where that came from. Is that part of Anderson's

1 charge? That's not quoted in any of those cases. I
2 looked at it, but I could be wrong.

3 THE COURT: Yeah, it's on Page -- look at the case --
4 it's on Page 10, the duty owed to a licensee differs from
5 the duty owed to an invitee.

6 MR. REARDON: That's the law of negligence?

7 THE COURT: There's no duty to search out and
8 discover dangers or defects.

9 MR. ELLIS: In other words, it's a part of that case.

10 MR. REARDON: Your Honor, I will look at it. I don't
11 think that's -- again, I'm just wondering, is that quoted
12 in the actual case of Landry or is that just the
13 negligence --

14 THE COURT: It looks like --

15 MR. REARDON: I'd like to know if that's the correct
16 application to this case.

17 THE COURT: Let's go back to what I'm going to read
18 -- or what I'm thinking about reading. All right. I
19 define unsafe. You have to prove there was an unsafe
20 condition. Okay. That's clearly a jury issue. I mean,
21 in other words, you have to prove the duty. Of course,
22 proving the duty is under the whole theory of negligence,
23 okay. So a licensee is a person who enters -- the
24 Plaintiffs are licensees. The Defendants have the duty to
25 use reasonable care to warn a licensee of any concealed --

1 you like -- you want to say unsafe?

2 MR. WLODARCZYK: I like dangerous, Your Honor.

3 THE COURT: Concealed dangerous condition or
4 activity.

5 MR. WLODARCZYK: That's what I like.

6 THE COURT: Concealed dangerous condition or
7 activities, which are known to the Defendant or of any
8 change in the condition of the premises which may be
9 dangerous and which the Defendant should have reasonably
10 been expected to discover.

11 MR. ELLIS: Yes, sir.

12 THE COURT: That's the law.

13 MR. REARDON: Right.

14 THE COURT: Okay. Now, I have added -- maybe y'all
15 don't want me to, but I think I'm going to, and y'all can
16 argue that, but I have added the following. However, the
17 owner of property has no duty to search out and discover
18 dangers or defects or to otherwise make the premises safe
19 for a licensee. I'll offset that by saying, also, from
20 that case, the owner has a duty to warn a licensee of
21 hidden or concealed dangers of which the owner has actual
22 knowledge.

23 MR. ELLIS: I mean, Your Honor, I think that's
24 reasonable, except that in the first part of what you
25 wrote, to make the property safe for licensees. I like

1 just the actual -- doesn't have the duty to search out or
2 -- I think that's --

3 THE COURT: Just leave search out and leave it there?

4 MR. ELLIS: Leave just search out or the other phrase
5 you used. Don't say to make the premises --

6 MR. WLODARCZYK: I'm kind of lost now, Judge.

7 THE COURT: Here's what Mr. Ellis has to say. Let's
8 all follow along. We're all learning. All right. The
9 Defendants have the duty to use reasonable care to warn
10 licensees of any concealed dangerous conditions, which are
11 known to the Defendant, or of any change in the condition
12 of the premises which may be dangers and for which the
13 Defendant should have reasonably been expected to
14 discover. However, the owner of property has no duty to
15 search out and discover dangers or defects or to,
16 otherwise, may the premises safe for licensee, period.

17 MR. ELLIS: That's what I don't like, or otherwise
18 make the premises safe for licensee. I think that's not
19 -- why don't you just stop it at has no duty to search out
20 --

21 THE COURT: Discover dangers or defects, period.

22 MR. ELLIS: Then go to your other qualifications.

23 THE COURT: Then go to owner has the duty to warn a
24 licensee of hidden or concealed dangers of which he has
25 actual knowledge.

1 MR. ELLIS: Correct, that's what I think.

2 MR. WLODARCZYK: That's their whole argument, Your
3 Honor, is that they had to make the premises safe in terms
4 of all the actions, the weathering, the painting or
5 putting extra supports. That's the whole charge -- I
6 mean, that's the whole.

7 MR. ELLIS: I just think it's flat out clear that if
8 you say they don't have a duty to search and inspect,
9 period, and then go on the other. If you say to make the
10 premises safe for licensees, that's improper. That's not
11 even the law. I understand how it's qualified in that
12 sentence.

13 MR. WLODARCZYK: That's in the case, Your Honor.

14 MR. ELLIS: Where is it?

15 THE COURT: All right. Anything else?

16 MR. ELLIS: No, sir.

17 THE COURT: All right. I'm going to charge it the
18 way I just read it.

19 Now, anything else as far as negligence or premises
20 liability y'all wish for me to charge? You know, think
21 about the jury. These aren't lawyers, trying to make it
22 as simple as possible.

23 All right. Moving on to damages then. Talk to me
24 about the -- this case, the proper elements of established
25 by preponderance of the evidence the following, past and

1 future physical pain and suffering, past and future -- was
2 there any testimony about mental and emotional pain and
3 suffering? I don't recall much, if any.

4 MR. REARDON: They said they were upset.

5 THE COURT: Okay. I'm going to get rid of that.
6 Anxiety, I don't remember any testimony about that; do
7 y'all?

8 MR. ELLIS: Yes, Your Honor. At the time of the
9 collapse, obviously, they had anxiety over their friends
10 --

11 THE COURT: Yeah. I got your medical expenses, lost
12 wages. Do y'all want me to charge economic versus
13 noneconomic damages? You want it?

14 MR. REARDON: No.

15 THE COURT: You don't care about economic damage, I
16 ain't going to charge it. Medical bills, I charge the
17 general rule. Pain and suffering, the same one that we
18 always hear. Preexisting injury, you brought up. Now,
19 which specific Plaintiff were you --

20 MR. WLODARCZYK: That was -- I believe Ms. Estrada
21 said that she had an accident two months prior. And then
22 we'd also like a mitigation charge for her on the physical
23 therapy issue failure to follow through.

24 THE COURT: You got a charge you want me to consider?

25 MR. ELLIS: Mitigation on failure to what?

1 MR. WLODARCZYK: Failure to follow through with
2 recommended therapy.

3 THE COURT: All right. So on the preexisting injury,
4 the Defendants claim that the Plaintiff, Ms. Estrada, had
5 a preexisting injury or condition prior to the date that
6 she claims the Defendant -- when she was injured. I'll
7 reword that. Is she the only Plaintiff that y'all are
8 claiming that on?

9 MR. WLODARCZYK: Yes, sir.

10 THE COURT: And I'll talk about aggravation of an
11 underlying condition --

12 MR. REARDON: If we're going do Ms. Estrada, I think
13 it's got to be she had previous injury, I don't know if it
14 was neck or back, but there was no elbow, there was no
15 knee injury. I don't know which one he's claiming.

16 MR. WLODARCZYK: Just the back.

17 MR. REARDON: Okay. Label it just the back, Your
18 Honor.

19 THE COURT: Preexisting back injury. I'll reword
20 that better.

21 MR. WLODARCZYK: All right.

22 THE COURT: Loss of enjoyment of life. I don't
23 remember any specific thing about that, or was there?

24 MR. REARDON: They testified that they have
25 difficulty doing things now as a result of the accident.

1 Pain when she --

2 THE COURT: All right. Speculative damages, charge
3 that. I'm going to talk about, of course, the sympathy,
4 the mercy, caprice, passion, all that. Can y'all think of
5 anything else?

6 MR. REARDON: Permanent injuries. I'm going to
7 introduce life expectancy on both my clients.

8 THE COURT: I have one on life expectancy charge.
9 Anything else?

10 MR. WLODARCZYK: Nothing from the Defendants, Your
11 Honor.

12 THE COURT: Okay. We'll go over it again tomorrow
13 morning, obviously, before we start.

14 Can y'all think of anything else?

15 MR. REARDON: No.

16 THE COURT: All right. Great. We'll be in recess
17 then until tomorrow morning. Y'all want to be here about
18 9:15.

19 MR. WLODARCZYK: Everybody is doing an opening and a
20 closing? How about the rebuttal?

21 THE COURT: Yeah, we'll talk about that. Again,
22 remember what I said at the outset, I hate limiting
23 lawyers because that's what y'all do all the time, but, I
24 mean, with four, I mean, come on.

25 What you want to do?

1 MR. WLODARCZYK: I want it done. Plaintiffs, I'll
2 go, then they can rebut.

3 THE COURT: So you're okay -- the question is in
4 opening then, you're okay with each one of them doing
5 there opening, then you're doing your one and done and
6 then each of them getting to rebut again?

7 MR. WLODARCZYK: I would not deprive Mr. Ellis an
8 opportunity to speak to the jury.

9 THE COURT: Okay. Sounds good. We'll see y'all in
10 the morning.

11 (WHEREUPON, Court was adjourned for the day to
12 be reconvened on Thursday, April 7, 2016.)

13 THURSDAY, APRIL 7, 2016

14 THE COURT: All right. Y'all ready? Y'all ready
15 for the jury?

16 MR. REARDON: Yes, sir.

17 MR. WLODARCZYK: Yes, sir.

18 MR. ELLIS: Yes, sir, Your Honor.

19 THE COURT: All right.

20 (WHEREUPON, the jury returned to the courtroom
21 at 9:39 a.m.)

22 THE BAILIFF: Your Honor, the jury is present.

23 THE COURT: All right. Good morning, ladies and
24 gentlemen. I hope you had a nice evening. We're going to
25 jump right into it this morning. Remember, yesterday, we

1 finished the testimony and evidence phase of the trial.
2 We're now going to move into closing arguments with the
3 lawyers having an opportunity to summarize the case from
4 their respective points of view to you. At the conclusion
5 of the arguments, we'll take just a little brief recess to
6 freshen up. I'll bring you back out here and I will then
7 charge you the law as it pertains to the issues which have
8 arisen in this case and that's the law that you must go by
9 in reaching your verdict. Please pay close attention to
10 everything that's said to you this morning. Thank you
11 very much.

12 Gentlemen.

13 CLOSING ARGUMENT BY MR. ELLIS

14 MR. ELLIS: Good morning. Well, I told you at the
15 beginning of the trial I wasn't going to thank you for our
16 service because everybody says that and you were required
17 to be here. You got that green little slip that made you
18 serve. But I told you it was, also, one of the most
19 important duties an American citizen can have, is to serve
20 on the jury. This country was founded on the ballot box
21 and this jury box. And I ask you to do really two things,
22 use your common sense and pay attention. And I can thank
23 you now because you've done that. I know you'll be
24 shocked to know that the lawyers watch the jurors just
25 like the jurors watch the witnesses and the lawyers. And

1 y'all paid attention, listened to the evidence, followed
2 the instruction of the Court. And you can go home and
3 into your community and say I served and you served well.
4 So I thank you for that.

5 The next thing, if you remember at the beginning of
6 this trial, you've seen a lot of folks since that time, is
7 I told you to remember a theme, remember a story about my
8 brother, Mark Ellis, Greensboro, North Carolina. He knew
9 he had to take the trash out on every Wednesday in our
10 little home in Greensboro. He knew that it was his duty
11 to make sure the trash inside got in the outside buckets
12 and those outside buckets got to the curb. He knew to
13 watch that. My mom would write him notes, put them in his
14 book bag, sometime leave it on the door. But my bother
15 found a way in Greensboro to go past that door or the
16 other door, to not look at the trash cans inside and,
17 certainly, even on Wednesday not take them out to the
18 curb. Then he would say I forgot or I didn't see it. I
19 didn't have actual notice that we needed to take the trash
20 out. That's what Mark was all about at that time when he
21 did that. That's what this case is all about. And I
22 think y'all have seen that.

23 It is about the difference between going I have
24 actual knowledge and looking underneath a porch, behind a
25 wall, to look at one single bolt to see that that bolt is

1 about to give way and the difference between that because
2 of wood rot and the deck fails. The difference between
3 that notice and the notice that we've heard over and over
4 again about the condition of this deck and then turning a
5 blind eye. Turning a blind eye. Failing to follow
6 reasonable bread crumbs to a trail of conclusions that
7 this deck was going to fail and hurt the people that are
8 here before you today. And I think that's what you'll
9 discussion and quickly move on from when you get in your
10 jury room. The process is easy. The Court has led you
11 along the way. These wonderful bailiffs will do the same.
12 It's not going to be hard.

13 After you hear the closing arguments, the Judge will
14 let you have that break and he'll come back and read you
15 the law. And you are the sole, sole finders of the facts
16 when you apply those facts to the law in this case. We
17 want you to do that. We're confident the Judge is going
18 to read you the law as it is. We're confident that you'll
19 apply those facts and find a verdict for our clients.

20 Now, what else happens? We talked about that burden
21 of proof, didn't we, at the beginning of the case? The
22 Plaintiffs in this case two years ago, two years ago,
23 rightfully and with pride took that burden on. And in a
24 civil case, it is their burden, our burden, to prove the
25 case. But unlike a criminal case where the defendant has

1 to be convicted on a reasonable doubt, reasonable doubt
2 theory and test, in a civil case of this nature, the Court
3 will point out to you it's the preponderance of the
4 evidence. Now, that sounds alike. What's the difference,
5 Mr. Ellis, between preponderance of the evidence and
6 reasonable doubt? It's pretty easy.

7 If you think about it in the scales of justice, you
8 know, the scales of justice are blind. They have a
9 blindfold over her. We've all seen that image of the
10 scale of justice holding two scales. Well, preponderance
11 of the evidence means that for the Plaintiffs to prevail,
12 they must only slightly have that scale go in their favor
13 to prove it more by the preponderance of the evidence
14 during that time. So when you go back and deliberate, you
15 must find that we've proven our case by the preponderance
16 of the evidence. If they stay the same, we haven't met
17 the burden. If they go in the Defendant's favor, we
18 haven't met that. We don't think you're going to find
19 that, but we rightfully and with pride take on that
20 burden. It's been two years that they've had this case
21 before them and they've tried to come here to prove that
22 to you today. And I think that you'll find they've done
23 that.

24 Now, what are you going to consider? The law. Be
25 real careful here, real careful. A lot of people are

1 going to talk about the law here in this short period of
2 time that we close, but the Judge is the one that tells
3 you exactly what the law is.

4 Now, I knew you'd be surprised, I don't get this.
5 Why -- you may be thinking to yourself, why are we here?
6 All those admissions by the Marshalls regarding that they
7 owned it, that they had the duty to maintain the deck,
8 that they were there picking up checks, that they never
9 painted, they never weathered the deck. They never did
10 all those things that they had a duty to maintain that
11 process. The deck falls, people are hurt. How are these
12 lawyers, how are these people not getting this resolved?
13 Well, the difference is there's an argument over what the
14 law says or how these facts apply to the law. So y'all
15 need to be careful when you consider how these facts apply
16 to the law. And here's what I want the explain to you.

17 First of all, someone has to be negligent. Y'all
18 have heard that term before, negligent. That means they
19 have to have a duty, which they do under South Carolina
20 law. The Marshalls, as owners of that property, have a
21 duty without regard to the folks who were there at the
22 party that night in April of 2014 because they had rented
23 that property for commercial benefit and those folks that
24 were there are licensees under South Carolina law. That's
25 why they're licensees because that's what the law says the

1 definition is. They're social guests. And a licensee,
2 they have a duty to them to not have -- to make sure they
3 guard against unreasonable dangerous conditions that they
4 knew about or should have reasonably had knowledge to know
5 about or there was a change of condition which led to --
6 they should have notified those guests. Okay, that's the
7 law. That's the law. You're going to see them argue that
8 same standard. The Judge is going to read that out in so
9 many words. I paraphrased, I didn't read it right off the
10 law book, but that's what it is. We argue to you for two
11 reasons you should easily find that the Marshalls had a
12 duty to know about, make the repair and to protect these
13 folks from that collapsing deck.

14 There's a couple of facts that I want to point out to
15 you. 19 years they owned that property, without dispute,
16 19 years. There was a period of time between five and
17 seven years in which that was a section eight housing
18 piece of property. In other words, they were enrolled in
19 a program which allowed the U.S. Housing Authority to
20 place folks with low income into that home. And as a
21 result of that, you heard what happened. Mr. Marshall sat
22 right here in this witness stand and said they made me
23 change some boards. They made me make changes. Five to
24 seven years, he was on notice from the U.S. Housing
25 Authority to make changes to that deck. But what you

1 didn't hear, folks, and that when you're in that room, it
2 might be the first thing that you think about as to who's
3 liable in this case. And that's this, how come after
4 those years that they had it with the section eight
5 housing program and those folks came in and made them make
6 repairs, there was not one thing done to that deck after
7 that period of time.

8 Why? Why did the Marshalls continue to make
9 replacements on the board on the deck? Why did the
10 Marshalls not weather the deck? Why did the Marshalls not
11 paint the deck? Why? Because guess what, that took away
12 from that \$180,000 they made in renting that facility for
13 19 years. Because that came out of their pocket. I'm not
14 going to maintain it anymore or I'm not going to do what's
15 obvious to me. And, y'all, that's the reality of it.
16 Does that make them evil? I don't think so. Does that
17 make them liable for not having maintained that property
18 and done what they knew needed to be done on that
19 property? You darn right, it does. You darn right, it
20 does. That's the law. The law.

21 One of the most telling things, almost shocking
22 things I heard and y'all picked it up was from their
23 expert who sat there and described that he believed that
24 the deck had failed because the joint on the left side had
25 rotted (indicating) and that anchor came out causing it to

1 fall. When our expert, of course, said that the anchor on
2 this side (indicating) pulled away from the deck that
3 started a collapse on this side, which then rolled over to
4 these three anchors all together. But what was telling
5 was when Mr. Reardon questioned their expert and he says
6 don't they have a duty to maintain that property --
7 actually, he didn't ask it that way. He asked, Aren't
8 they supposed to weather it? Aren't they supposed to
9 paint it? Aren't they supposed to do all those things
10 that keep the wood from rotting because of water? That
11 witness said, They have a duty to maintain that property.
12 Their own expert. Their own expert admitted everything
13 that we were just trying to tell y'all throughout this
14 trial. And that was the responsibility that was on the
15 Marshalls.

16 And what do we mean by that, to maintain? They're
17 going to tell you this, they're going to tell you that
18 actual knowledge of the dangerous condition meant that
19 Mr. Marshall had to climb under that deck (indicating),
20 look at the back board, find out that it was rotted there
21 and know of that before he had a duty to do it. What they
22 want you to believe, folks, and what they want you to
23 understand is they want you to see these -- this evidence
24 (indicating) of cracking and splitting wood, of nails
25 coming out, of water damage all over the property. They

1 want you to ignore the weathering of this deck, no paint,
2 no weather proofing, no stripping, no flashing, the rot
3 that is obvious. And they want you to say there's no way,
4 no way that Mr. Marshall with his skills as a licensed
5 residential builder could have even walked by that deck
6 and known, you know what, I may have problems with this
7 thing. This thing may be rotting.

8 It doesn't work that way. The law says you have to
9 have reasonable, reasonable notice of this. And
10 Mr. Marshall -- for goodness sake, God give him credit,
11 the man has worked for the state and then went out on his
12 own and got his own trade to be a residential licensed
13 builder. But you can't take your hat on and off. He
14 can't just be the landlord that's not a residential
15 builder when he walks by that deck. He told you he has a
16 duty to understand construction principles, to know and
17 approve the work of subcontractors. The State of South
18 Carolina ensures that he is licensed and responsible for
19 the properties in which he worked on. You can't turn a
20 blind eye. Failure to follow all of these signs and
21 symptoms and say, you know what, I just didn't see that
22 one bolt behind that one piece of wood because I didn't go
23 under the house. You have to follow the signs that were
24 there in order to do it.

25 And the other thing I want you to look at closely.

1 This is one of the small ones, but you'll have a chance to
2 look at all this. And look at everything the Defendant
3 says to look at. But this is Exhibit 25, okay. And their
4 expert said this anchor was the cause of it, that the
5 right anchor, actually, broke and did what it was supposed
6 to do. Look at this picture, folks. This picture is the
7 anchor on this side, which our expert said because of the
8 rot pulled through the wood and caused the collapse
9 initially. Well, even under their theory, we're right.
10 Look at that. That anchor is still in the wall. The part
11 of bolt that goes into the wood pulled through the wood.
12 I don't know how anyone could conclude otherwise. It was
13 shocking to see a Defense expert try to say this is the
14 anchor that caused it. The right anchor is still in the
15 brick veneer. It pulled through the wood because the wood
16 was rotted from water damage over 19 years. Over 14 years
17 since he had done anything to the deck.

18 So liability, folks, in our minds, in the Plaintiff's
19 minds, you can quickly move past that in our minds. We
20 think you're reasonable. We know you're reasonable
21 people. You're peers of these folks and us. You're going
22 see that quickly and move onto what we call the damages
23 phase.

24 So you're to have a verdict form in front of you that
25 says do you find that the Defendants were negligent and

1 responsible for the damages, if any, that these Plaintiffs
2 received? You can simply check off yes, move to the next
3 phase on that verdict form, which says, was it causally
4 related to the damages? The damages that these folks
5 suffered, were they causally related? And I can tell you
6 that I believe this is what you should consider. You'll
7 have all these forms individually, but these are the
8 summary of the medical bills for each of the parties
9 involved in the case. You won't have this back with you,
10 but you'll have the individual medical bills that you can
11 look at that.

12 Now, how do you determine damages? What do you do?
13 And at this point, I got to bring up one big issue that we
14 all know about. It's the big elephant in the room. There
15 was a question whether my client, Cristian Reyes, was on
16 the deck. There was a question. Certainly, counsel is
17 going to argue that as well. I've got a couple things for
18 you there. Number one, he described that when the thing
19 fell, he was right by the sliding glass doors. He fell
20 straight down, crawled back up into the house. I will
21 tell you that the Plaintiffs in a chaotic situation,
22 people screaming, a grill sliding down, falling coals on
23 everyone, 10 or 15 people on there, they were mistaken.
24 They were mistaken. Cristian Reyes was on that deck and
25 he was injured.

1 The other thing is, is that Mr. Riley's client, Ms.
2 Smith, who was not here today. Obviously, she's got her
3 mother. We're all sympathetic to that. She said
4 Shay-Shay was on the deck. That's his girlfriend at the
5 time. Why would he not be where his girlfriend was at the
6 time? She was on the deck.

7 Here's the other thing, don't you think a collapse of
8 the deck that everybody described as shock, anxiety, fear,
9 everybody was confident in some ways that Mr. Reyes was
10 not on that deck until I asked them to name everyone on
11 that deck. Then they weren't very confident. And that's
12 reasonable. I'm not calling anybody a liar. I'm not
13 telling you that they mislead. I'm not saying that the
14 personal relationship where he no longer is dating the gal
15 that they're all related to had any influence on this
16 whatsoever. But Cristian Reyes was there and he was
17 injured like everyone else. Mr. Reyes was on that deck on
18 that evening.

19 And the other thing is this, folks, I don't know what
20 you're going to return. I'm going to make some
21 suggestions to you on this with regard to damages and what
22 the law says, but does someone go to the hospital at 2:00
23 in the morning, check out my physicians, hire an attorney,
24 incur costs, incur medical bills, see a chiropractor 16
25 times over a three-month period of time just for the

1 purposes of doing that? They put that at risk. Nobody
2 does that. Nobody does that. Mr. Reyes was there.

3 So what do you do with these damages? That's the
4 beauty of your role. Like applying the facts, you all get
5 to find out what you're supposed to -- what these folks
6 are entitled to. It's your decision and your decision
7 solely. I can tell you that medical bills, and the Judge
8 is going to charge you, are part of damages that a
9 plaintiff can retain in a case. They should be entitled
10 to their medical damages. And I would argue that all of
11 these folks should get their medical damages.

12 But that's not just the law. A finding by you all
13 that just the medical damages are to be received by the
14 Plaintiffs in the case, you know what that does? This is
15 what this does. This is a walk out of the courtroom by
16 everybody on the Defense side and they go (indicating)
17 (indicating) good job, we got them again. They only gave
18 the medical bills. That's not what the law says and
19 that's not -- that would not deter any of these activities
20 from happening again. Not at all. What they're entitled
21 to receive is pain and suffering and other medical
22 damages, including what Mr. Reardon and Mr. Riley are
23 going to talk about, permanent damages.

24 Mr. Reyes, my client, doesn't have any permanent
25 damages. He said he's fine now. So after that four-month

1 period of time, the three months he received treatment and
2 a month thereafter, he was fine. He's not having any
3 problems. I'm not arguing to you that he should receive
4 damages for a lifetime. And they're going to explain a
5 little bit further on the damages to you going forward.
6 But the beauty is you get to use a multiplier about what
7 pain and suffering is. And what I can you is that four
8 times the medical bills for each of those folks. Is that
9 reasonable? That's totally up to you.

10 Now, how would you determine that? You might break
11 it down on a daily basis. If I've got a back problem and
12 I can't bend over to brush my teeth without pain, how much
13 is that worth? How much is that worth? It's not the
14 medical bills. If I've got a shoulder and a neck problem
15 where I can't lift my kid up in the backyard and play with
16 him, how much is that worth on a daily, monthly, weekly
17 basis? I would argue that the reasonable way and easiest
18 way for y'all to do that is to take a multiplier. You go
19 to Mr. Reyes's medical bills and you say, listen, he had
20 three months where he was hurting and went to see the
21 doctor and another month there afterward. He's fine now.
22 What is that worth is that? Is that worth those three
23 months? Three times that during that time, two times
24 that, four times that? That's up to you. But I can tell
25 you the law says you must award it because you don't have

1 an injury caused by these folks without pain and
2 suffering.

3 Now, a lot of people think you hear pain and
4 suffering related to death cases. People who suffered
5 right before they died at the expense of someone else.
6 And, certainly, there is in that case, but you don't award
7 that solely in the times in which someone is lying in a
8 hospital bed with IVs in their arms. Pain and suffering
9 is discomfort, emotional distress related to that, that
10 issue, the pain that is caused. No matter what the level
11 is, it's still caused by the third party and the law says
12 you must award that.

13 So we get the liability. I think you quickly move
14 past that. You check that on the jury verdict form and
15 you get to the damages and you make the calculations. I
16 suspect and ask you to listen to Mr. Riley and Mr. Reardon
17 further about damages to determine for their clients and
18 what they should be. You should go back -- you will have
19 a way to check off that each of these folks are entitled
20 to damages and then a space to put on there what those
21 damages are. And you can calculate that down any way that
22 you wish to, but I would look at it in those forms. You
23 can look at it on a daily basis. Is it worth \$100 a day,
24 \$200 a day to have a bad back, to lay in the bed, to be
25 feeling bad because somebody else hurt you? That's up to

1 you. Look at those issues and make those determinations.

2 We trust you on that. This system is great.

3 And then the next, you know, that you need to
4 understand in this entire case is what did you not hear
5 and what's logical. I have no problem, in fact, I think
6 it's fantastic that the Marshalls have got six residential
7 homes that they rent out. And they service those homes.
8 And, certainly, he's done that, fixed bathrooms and
9 painted the walls occasionally. And that takes work and
10 there's costs related to it. And sometime they don't get
11 paid by tenants. That's all the risk you have when you go
12 in a business like that. But they made \$182,000 over 19
13 years on this house alone. And then you take off what
14 maybe they didn't collect. And how much money did they
15 put back in for boards and minor plumbing changes and pain
16 on occasion? I don't know. That's a lot of money. All
17 of that can be decided by you.

18 I thank you on behalf of my client and on behalf of
19 the judicial system for taking part in this process. If
20 you please would listen to Mr. Reardon and Mr. Riley.
21 Thank you.

22 THE COURT: Thank you, Mr. Ellis.

23 Mr. Riley.

24 MR. RILEY: Thank you, Your Honor. May it please the
25 Court?

1 THE COURT: Yes, sir.

2 CLOSING ARGUMENT BY MR. RILEY

3 MR. RILEY: Two years ago, when Tyrone, Carletta and
4 Khalilah filed a lawsuit in this case, they put three
5 words at the top of page below the heading, jury trial
6 requested. They put those three words at the top of that
7 page because they wanted all of you. They knew that one
8 day, it could be very likely they could end up in this
9 courtroom with 12 of their peers deciding their case and
10 that's what they wanted.

11 It's often said that jurors spend a lot of time
12 watching attorneys during the trial. Well, the attorneys
13 watched the jurors, too, and I've watched all of you this
14 week. I've watch all of you pay close attention to all of
15 the evidence that's been presented. You paid attention to
16 all of the photographs. You watched all the witness
17 testimony in detail. Tyrone, Carletta and Khalilah thank
18 you for giving them their day in court.

19 Tyrone, Carletta and Khalilah are all good people.
20 They're good parents. They're hard-working people.
21 They're responsible people. Tyrone and Carletta have
22 three children together. Tyrone worked two jobs in April
23 of 2014. He worked at McDonald's and Miller Painting to
24 provide for his children. Carletta works with people and
25 helps people that are unable to help themselves. She

1 helps feed them. She helps clothe them. She helps bathe
2 them. Without Carletta, those people wouldn't be able to
3 survive on a daily basis. She's got a good heart. She's
4 a good person.

5 Khalilah is, also, a mother of three. She's a small
6 business owner. She decided rather than work for someone
7 else to start her own business, a dream. She cleans
8 houses. And now she manages people and helps their dreams
9 come true in the entertainment industry.

10 Now, you might not agree with how Carletta, Tyrone
11 and Khalilah and everybody else in this courtroom
12 celebrate birthdays. You might not agree with some of
13 their life choices or what they do with their lives, but
14 their character is not on trial here today. Tyrone,
15 Carletta and Khalilah are totally innocent. They did
16 nothing to cause their injuries that they sustained at 108
17 Casbel Court on April the 5th, 2014.

18 Now, Mr. Ellis did a great job of talking about all
19 of the facts that pertained to liability and how you apply
20 them to the law. I told you at the beginning of this
21 trial that I didn't want to waste your time, that I
22 thought it was important. I don't want to spend a lot
23 have time rehashing what he talked about, but I do want to
24 highlight a few things.

25 When I got to thinking about what this case is about,

1 I was reminded of my high school principal. He was a huge
2 Beatles fan. He always had Beatles quotes in his office.
3 I sometimes ended up in his office. He always told me
4 this quote that was behind his desk. And it was, Life is
5 easy with closed eyes, by John Lennon. That's what this
6 case is about. Andrew and Linda Marshall closed their
7 eyes. They never did any inspections. They didn't want
8 to know what was wrong with that deck. They, essentially,
9 buried their heads in the sand like an ostrich.

10 You've heard a lot of testimony this week about how
11 Mr. Marshall never crawled up under that deck. You saw
12 Mr. Ellis get down on the floor here just a minute ago and
13 talk about how he never got down there. Well, I want to
14 highlight one thing. This deck is almost three or
15 four feet off the ground. It's almost the height of the
16 railing of this jury box you see right here. It didn't
17 require him to get on his back or his hands and knees.
18 All he simply had to do was this (indicating). He's an
19 expert within the building community. He's not a
20 layperson. He's a licensed contractor. He knows the
21 codes. He knows what's needed to make the structure safe.
22 You heard the experts testify. You heard Mr. Marshall
23 testify. No flashing to protect the span joists running
24 across the back of the deck. It didn't take a close-up
25 inception to know that there was no flashing. It just

1 took the casual look, a look he never made.

2 He testified that at some point, he added these
3 steps. He said he got a subcontractor to do it, like he
4 always does. As a contractor, he's required to help the
5 subcontractor plan the building of the steps. He's
6 responsible for their work. And he's required to check
7 after them after they do the work. Look where the steps
8 are located. How could he have possibly checked behind
9 those contractors and assured they did a good job
10 attaching those steps without simply just bending under
11 and looking? If he did that, how could he not see the
12 flashing? How could he not see the anchoring system? How
13 could he not see the defect in this case? It's just
14 doesn't make sense.

15 The law requires the landowner to warn any changes of
16 condition of his property that may be dangerous to his
17 social guests. And that's what all these people that sit
18 at this table were that evening, they were social guests
19 under the laws, licensees.

20 He must also reasonably be expected, reasonably be
21 expected to discover those defects and dangerous
22 conditions. The evidence in this case is overwhelming
23 that he didn't act reasonably. He just didn't do
24 anything. Mr. Andrew Marshall admitted up here on this
25 stand (indicating), one of the last questions he answered

1 was asked of him, he admitted that he was responsible for
2 providing a safe home to his tenants. He knew that. And
3 if you look at the evidence in this case, it is
4 overwhelming that even if he knew that responsibility, he
5 didn't accept it. He did not provide a reasonably safe
6 home for his tenants and their guests.

7 I don't think the Marshalls are evil people. I think
8 they're fine people. That doesn't mean their not liable,
9 though. It doesn't mean that they didn't do something
10 wrong. And in life, a lot of good people make mistakes.
11 But when you make mistakes, there's consequences and you
12 must pay for those consequences when you make mistakes.

13 We're talked enough about liability. I think all of
14 y'all are very smart, very intelligent people who paid
15 attention. It's obvious that the Marshalls are liable for
16 the injuries that have been sustained by Khalilah, Tyrone
17 and Carletta. What I want to spend the majority of the
18 time that I left with you is talking about damages.

19 The Judge in a moment will tell you the types of
20 damages that can be awarded in a case such as this. I
21 watched all of you on Tuesday move from the first two rows
22 out there to this jury box (indicating). Your first task
23 before you sat down was to raise your right hand and swear
24 under oath to do justice as a juror, to uphold the law, to
25 uphold the law given to you by the Judge.

1 Now, some of you may have personal beliefs about what
2 types of damages should be awarded in this case, what type
3 of amounts should be awarded. You could have prejudged
4 that before you walked in here. If you allow that to
5 taint your mind when you go back in that room, you're not
6 doing justice. That is not the oath that you took. The
7 oath requires that you put those personal beliefs aside
8 and focus on the facts of this case and focus on the law.
9 There is no such thing as a small verdict or a high
10 verdict. There's only unjust verdicts and just verdicts.
11 And in order to deliver a just verdict, it must be a
12 hundred percent. You must follow the law a hundred
13 percent.

14 The first type of damage the Judge will tell you
15 about are actual damages. They're damages that are
16 intended to make a party whole in order to compensate them
17 for what they lost. In this case, it's obvious that the
18 medical bills are actual damages. Those amounts are owed.
19 Carletta, Tyrone, Khalilah, they all testified that they
20 required medical care. They went into detail about the
21 medical care they received. The facilities that
22 administered it to them. They all testified that the
23 treatment improved their injuries. That it was
24 reasonable, that was necessary. Defense counsel never
25 disputed those amounts, never disputed the treatment.

1 These damages are agreed to, they're undisputed and
2 they're owed. And your oath that you took to do justice
3 requires that you award those amounts. You won't have
4 that board back with you in the jury room. We put their
5 medical records into evidence and there's a summary on
6 top. It would be very easy for you to calculate those.

7 Now, Carletta and Tyrone, also, had lost wages as
8 part of this case. They're very small. It's not a big
9 part of the claim, but they're owed. They testified that
10 they lost work as a result of these injuries. Tyrone lost
11 three days. Three days at McDonald's, three shifts, 7.25
12 per hour, eight hours. If you add up all three of those
13 days, it comes out to \$174. He testified that he missed
14 one day of work at Miller Painting. At Miller Painting,
15 he made \$500 per week. Five days of working, that's a
16 hundred dollars per day. You take that one day, it's a
17 hundred bucks. So Tyrone has lost wages of \$274.

18 Again, defense counsel never questioned them about
19 that. He doesn't dispute that. He understands they're
20 owed. He understands they're reasonable. And he
21 understands your oath requires you to, also, give them
22 those damages as well.

23 The next type of damage I want to talk you about is
24 pain and suffering. The Judge is going to explain to you
25 what that is. It's compensation that someone is owed when

1 they're injured due to someone's negligence. It's
2 compensation to compensate them for the pain and suffering
3 they experienced as a result of their injuries. Carletta
4 and Khalilah testified they were in pain for approximately
5 a month after this incident. They don't have any
6 permanent injuries. They were lucky. They acknowledge
7 that. They're not trying to hide anything from you.
8 They're not coming in here claiming permanent injuries for
9 the rest of their lives. They're honest. But just
10 because they don't have broken bones, torn tendons,
11 permanent injuries doesn't mean there wasn't any pain.

12 I expect defense counsel will get up here in just a
13 few minutes and tell you that their injuries weren't that
14 bad. They didn't have any broken bones. They don't have
15 any permanent injuries. They weren't in that much pain.
16 I ask you how could he possibly know? He didn't have
17 those injuries. He didn't lose the sleep. He wasn't the
18 one that wasn't able to push his kid in the swing. He
19 wasn't the one that was unable to go to work. He didn't
20 have to go to the various medical providers to get help.
21 He wasn't the one that didn't know what was wrong with him
22 for a period of time. For a long time, Carletta, Tyrone
23 and Khalilah didn't even know what was wrong with them.
24 They continued to get checked out and they were better and
25 they were relieved of it. But he didn't experience that.

1 He couldn't possibly know.

2 Now, Mr. Ellis told you that only awarding actual
3 damages in this case without pain and suffering would be
4 somewhat of a victory for the Marshalls. I agree. If you
5 do that, they will simply go on with their life, continue
6 renting their houses. Defense counsel will go back to his
7 office, starting working on another file. And they will
8 soon forget what happened here today. I tell you three
9 people who won't forget, Tyrone, Carletta, and Khalilah.
10 They won't forget. This will live with them forever.
11 It's up to you to show them that you will not allow a
12 landowner to bury his head in the sand. It's up to you to
13 award a hundred percent of justice in this case. Do not
14 allow the Marshalls to simply turn a blind eye in exchange
15 for \$188,000 worth of property.

16 Now, the Judge is going to tell you and I'll tell you
17 these damages of pain and suffering are difficult to
18 calculate. It's up to you. I can't tell you what amount
19 is appropriate. You must determine what amount is
20 appropriate. What if your neighbor, what if someone you
21 know was on this deck? What if they were holding their
22 child when it collapsed without warning? What if their
23 child was covered in ashes? What if their child was hit
24 with hot embers? What if their child witnessed grills
25 coming at them without anything stopping them? What if

1 those same people had injuries they didn't know what was
2 wrong with them? What if they couldn't work? What if
3 they couldn't play with their children? What would it be
4 worth to them? I have no idea, that's up for you.

5 I can suggest to you that a range could be \$15,000.
6 Maybe that's too high. Maybe \$10,000 is too low for pain
7 and suffering on top of their medical bills. Maybe Tyrone
8 deserves a little bit more because he hurt for three
9 months instead of one. That's up to you. Maybe you just
10 use a simply multiplier, multiply it times three, times
11 five. I can't tell you what to use. But I can tell you
12 that they're owed and I can tell you that you should
13 consider them. And I can tell you that your oath requires
14 you to consider them and award them. I promise you this,
15 whatever amount you come up with when you go back into
16 that room, Tyrone, Khalilah and Carletta will be happy
17 with it. They will think it's fair. They will think it's
18 just because you did it for them. That's all they want.
19 And they have confidence in you. They know that you will
20 do your job. They know that you will uphold your oath.
21 They're confident.

22 Finally, there's one other type of damage, loss of
23 use and enjoyment. Tyrone, Carletta, Khalilah all
24 testified to activities they missed out on due to these
25 injuries. Khalilah said she couldn't push her children in

1 the swing. Tyrone said he couldn't play with his kids,
2 couldn't participate in basketball. He couldn't do the
3 hobbies that he likes to do. Carletta couldn't clean her
4 house. She couldn't play with her children. It wasn't
5 for a long period of time, but it was a certain time. It
6 was a month for Khalilah and Carletta. It was three
7 months for Tyrone. And thank goodness, they're better.
8 Thank goodness they can do those activities that they
9 missed out on for that period of time today. That doesn't
10 mean that compensation should not be considered and
11 awarded for the time that they lost as a result of the
12 negligence of Andrew and Linda Marshall. Again, this
13 damage is just as difficult to calculate as the pain and
14 suffering. I will submit to you that the loss of use and
15 enjoyment in this case is probably less than the pain and
16 suffering. Maybe it's half of that. They were unable to
17 do certain things, but they were able to do many things.
18 It's not like they were paralyzed. But I can tell you
19 that compensation is owed for loss of use and enjoyment.
20 Maybe it's \$5,000 for Khalilah and Carletta. Maybe it's
21 \$10,000 for Tyrone. Maybe it's 7,500, I have no idea. I
22 can tell you that your oath requires you to consider it.
23 All I'm asking you to do when you go back to that room is
24 administer the oath that you accepted, the oath to do
25 justice.

1 Martin Luther King said injustice anywhere is a
2 threat to justice everywhere. Show Tyrone, Carletta and
3 Khalilah when I tell them that you administered your oath
4 to do justice. Show them that you will not allow Andrew
5 and Linda Marshall to turn a blind eye in exchange for
6 high profits. Show them that you will not allow Andrew
7 and Linda Marshall to go through life easy with closed
8 eyes. Thank you.

9 THE COURT: All right. Thank you.

10 MR. REARDON: May it please the Court, Your Honor.

11 THE COURT: Yes, sir.

12 CLOSING ARGUMENT BY MR. REARDON

13 MR. REARDON: I should have done that before, I'm
14 sorry. Let me start with a couple of things. I
15 understand you've heard all about liability, but let me
16 tell you two quick things. In my opening statement, I
17 told you decks are not made to collapse, decks are made to
18 stand up. You're going to see all of these pictures. The
19 old adage that a picture is worth a thousand words, they
20 all tell the same thing. It doesn't matter what picture I
21 pick up today, you're going to conclude there's rot
22 everywhere throughout this deck. It's not in one spot,
23 not in one area. You heard testimony we don't think it
24 rotted on the left, only rotted on the right. Rot was
25 everywhere and you will see that in the pictures.

1 You're going to hear them say that no, the bolt is
2 what gave out, had nothing to do with the rot. They want
3 you to believe that this deck -- this house was built back
4 in the 70's, along with this deck. They want you to
5 believe for 45 years this deck was okay and, suddenly, the
6 bolt broke in half and the entire deck fell off. I tell
7 you, that's crazy. If you will look at the photographs,
8 you'll only have one conclusion, that it was rot
9 throughout the entire deck. Everybody agrees based on
10 those photographs, based on the elements that were there
11 that 20 years that he did nothing to protect the deck. We
12 wear rain jackets in the rain. You put covers across the
13 grills outside your house in the rain to protect from
14 elements. Everybody agrees that was not done in this
15 case.

16 Damages, you heard much about that. I want to tell
17 you about my clients. You saw both of my clients, Linda
18 and George Estrada. And both of them were as honest as
19 the day is long. I don't think you had issue with any of
20 them. I didn't hear defense counsel raise any cane about
21 their credibility, what they do, where they're from, who
22 they are. We have George, a war hero. He told you he got
23 his arm blown off in Vietnam. He showed you his arm.
24 He's got metal in his arm and has got a hole in his arm.
25 So if anybody questions his toughness or his credibility,

1 I ask you to shake your head and say there's no reason to.
2 He was honest. He's a tough son of a gun. He had an
3 injury in this case and I'll tell you a little bit about
4 it. Linda said she's worked for 30 years, almost 40 years
5 in the different healthcare industry. Trained, went to
6 school, and is a hard-working providing woman for his
7 wife. She's the only person that provides income in that
8 house at this point.

9 If you look at the damages, you're going to try to
10 decide what is everybody -- what are they entitled to
11 under the law. I would start with Linda. Linda had the
12 most serious injury of anybody you heard from here in the
13 last two days. I had a deposition taken of Dr. Westerkam.
14 You heard the video here for about 20 minutes yesterday
15 talking about what injuries did she have. She had a
16 broken elbow and she has nerve damage in her arm, which
17 runs down into both of her fingers and causes her numbness
18 and causes her pain. There was not a single thing in that
19 deposition that brought any question as to her injuries.
20 I asked the doctor, and I will quote to you, I asked the
21 doctor, I said, Is this going to be a permanent injury?
22 His quote was, The longer the symptoms last, the most
23 likely they are to continue to last.

24 Most likely -- more likely, that's what we're talking
25 about today. We're not asking you to come back with a

1 number of mathematical certainty. This isn't CSI where we
2 have all of these different scientists coming in. What is
3 more likely than not? What makes the most sense in this
4 case? She told you, she went to the doctor. She had an
5 MRI done. She had an EMG done. She complained of pain
6 and suffering and injuries to her arm to her doctor, to
7 her husband and to her job.

8 So now what is she entitled to for those injuries?
9 You can look at things different ways. And they both
10 testified they had permanent injuries. And I believe that
11 that, in fact, is correct based on their testimony, based
12 on the doctor's testimony and based on the damages. So
13 the Judge is going to charge you that these folks have
14 numbers as far as how long they're supposed to live. I
15 know it's crazy, but there's a book out there, a life
16 expectancy chart, that will tell you how long you're
17 supposed to live going forward.

18 Unfortunately, George, you're only expected to live
19 another 18.29 years and then you're supposed to not be
20 here any longer. So you're not supposed to be here as
21 long as your wife, who has 35 years left to live based on
22 these expectancy charts. It's unfortunate that we've got
23 to break down the days and weeks of your life, but this is
24 what the Judge is going to charge you. That's 951 weeks,
25 6,675 days. Linda is 1842 weeks, 12,900 days. The Judge

1 is going to charge you if you find that they have
2 permanent injuries in this accident, you must use those
3 numbers to determine what their injury is worth.

4 You've heard both -- two lawyers so far talk about
5 how you assign a number. The easiest way is to figure out
6 what is a person's injury worth per hour, per day or per
7 week. I just put numbers out there to help you out. If
8 you gave George a hundred dollars, just a hundred dollars
9 a week to have injuries to the shoulder that he has to use
10 everyday, injuries that he has to overcome with lifting,
11 helping his wife, doing things around the house. A
12 hundred dollars a day is \$95,000. You say \$50 a week.
13 You say I'm going to only give you \$50 a week, George,
14 that's all you're entitled to. That's \$47,000. I think
15 that's very respectful for a person who's going to have
16 this for the rest of their lives for the last 18 point 29
17 years of his life.

18 If you look at Linda, hers is much more substantial
19 with nerve injury and with a broken elbow. I used \$10 a
20 day or \$20 a day. At \$10 a day, to live with the pain in
21 her elbow and the numbness in her fingers -- she testified
22 she drops things at work. She has problems lifting milk
23 around the house, doing things around the house. For only
24 \$10 a day, that's \$129,000. If you use \$20 a day, that's
25 \$258,000 for that time period. Or you could break it down

1 to hours or week. Again, if you gave a minimum wage of
2 \$10 an hour. She's forced to have this job, to be in
3 pain, to have permanent injuries to her arm. What is that
4 worth if it's worth minimum wage? At \$10 an hour -- and
5 you can just use the work week, just use 40 hours a week.
6 You don't have to say 24 hours a day. Just use a work
7 week, at 40 hours a week at \$10 an hour, that's \$400 a
8 week. For the remaining weeks of her life, that's
9 \$700,000. I agree that's probably too much money in a
10 case like this. However, I'm telling you, when you have a
11 permanent injury, the Judge is going to instruct you, you
12 must consider the life expectancy of 35 years and 18
13 years. So consider that when you go back to your jury
14 room.

15 It's easy to get up here and throw numbers around.
16 You're going to hear Defense counsel say oh, they weren't
17 in that much pain. They should be okay. But as you
18 heard, he didn't live through this. The Marshalls didn't
19 live through this. They were there simply to enjoy a
20 birthday party with their family members. They didn't ask
21 this to happen. Liability is very clear based on any
22 photograph you take and all the testimony you heard,
23 including their own expert, who concluded the landowner is
24 responsible -- a homeowner is responsible.

25 They've denied liability for two years. They said,

1 Jerry, file your lawsuit. Come in front of 12 people, now
2 we're down to 11, and ask them to come back with a verdict
3 to make us responsible, to make us pay you for these
4 injuries. We're not going to pay it the voluntarily.
5 We're not going to settle out of court. Y'all make them
6 do it. Today is your day to do just that. Tell them they
7 are responsible for these injuries. Tell them they are
8 responsible for this deck. Tell them they're responsible
9 for folks that come to a house they rent out for 800 bucks
10 a month and make \$182,000 on and spend not a dime on the
11 deck for over 12 years.

12 I could go on and on, but I'm not going to. Mr.
13 Wlodarczyk is, actually, going to come talk to you about
14 some of these issues, then I get a chance to come back one
15 more time and conclude this case. I ask you again to
16 consider what you've heard, look at the elements, consider
17 the damages and come back with a verdict. We appreciate
18 your time. We know y'all rather be somewhere else, but
19 again, this is very, very important day. It's the last
20 day they will ever be in court for these injuries for this
21 case. They can't come back in five years or 10 years or
22 20 years and say, look, I'm still having issues. I want
23 more surgery. I need more medical treatment. They don't
24 get it. There's no more to come back.

25 And the last thing, I should have mentioned earlier,

1 Ms. Estrada was very honest with you when she told you
2 she had a car accident two months prior to this. You're
3 going to hear should you reduce some of these bills on Ms.
4 Estrada for the \$10,000. You will see 5,000, 4,000 was
5 chiropractic care, if you feel like that's not a hundred
6 responsible for the chiropractic care and you want to
7 reduce that 10 percent or 15 percent, that's up to y'all.
8 Y'all can reduce that part of the bill. The rest of them
9 are a hundred percent related. Dr. Westerkam said in his
10 deposition, I asked him for evidentiary purposes, Are
11 these injuries related? Yes, they are. Are the medical
12 bills related? Yes, they are. Are the problems she has
13 related to this fall? Yes, they are. It's clear.
14 Liability is clear, the damage is clear. All we need now
15 is 11 folks to come here in Richland County and award a
16 verdict to make the Marshalls understand this is an
17 important day for us and an important day for the
18 community. Thank you.

19 THE COURT: All right. Thank you, Mr. Reardon.

20 MR. REARDON: Thank you, Your Honor.

21 THE COURT: Mr. Wlodarczyk.

22 MR. WLODARCZYK: May it please the Court?

23 THE COURT: Yes, sir.

24 CLOSING ARGUMENT BY MR. WLODARCZYK

25 MR. WLODARCZYK: All of my photos are pinned up

1 there, so if they start flying all over the place, I
2 apologize.

3 MR. WLODARCZYK: Ladies and gentlemen, it's been a
4 pleasure being before you. A lot of people think being a
5 trial lawyer means that you're always in the courtroom
6 getting to talk to juries and Law & Order and arguments,
7 but, honestly, it's about two years of paperwork and
8 meeting some fine people that probably didn't deserve to
9 get this happen to them. I'm not saying they did anything
10 wrong in this case. They were just at a party. They were
11 sitting on a deck and the deck collapsed and they're
12 claiming they're hurt.

13 I find it interesting that everybody says well, the
14 Marshalls are just good people. I don't think they're
15 evil, but yet, they'll put the almighty dollar above the
16 safety of individuals. You haven't heard any evidence
17 about them willfully putting their head in the sand. You
18 didn't hear any evidence that they just turned a blind eye
19 and refused to look at this deck and inspect it. What you
20 heard is they had six properties dating back to the 80's.
21 What you heard is there's never been a claim against them
22 or a complaint by any of their tenants. You heard that
23 when a tenant called at any hour about a problem, they'd
24 go out and take care of it. In fact, when they got a call
25 from the tenant in this action, Mr. Marshall went out

1 there that night. He was there when the ambulances were
2 still there and they said ambulance was there within 15
3 minutes. Is that somebody who just doesn't care?

4 There was testimony that when the HVAC broke, they
5 replaced it. They had the house painted. When there was
6 an electrical or plumbing problem, they got everything
7 fixed. They got things fixed that needed to be fixed.
8 When they were told that boards needed to be replaced by
9 the U. S. Government, they replaced them without question.

10 Before we get into the real issue I think that we're
11 here about, the liability issue, I just want to address
12 two quick things. First of all, according to three people
13 who were there that night, Mr. Reyes was not on the deck.
14 I don't know if he was on that deck. The attorneys don't
15 know if he was on that deck. The Marshalls don't know if
16 he was on the deck. Ms. Estrada, Ms. Smith and
17 Ms. Williams didn't say they didn't see him, maybe he was
18 buried in the crowd. They said no, he wasn't on the deck.
19 Ms. Estrada said he was in the house. Ms. Williams said
20 in the house. Ms. Smith said he wasn't on the deck. And
21 then, she went on to name, I think, almost everybody that
22 was on the deck. She named, at least, 10 people. We've
23 got six Plaintiffs, less one, so five Plaintiffs and the
24 rest of the people that she named. She wasn't confused at
25 all. She didn't have to struggle to think who was on or

1 off the deck.

2 Also, you've got to keep in mind what Mr. Reyes said.
3 He didn't see Mr. Estrada or Ms. Estrada out there. Yet,
4 he's standing in this doorway. We know Ms. Estrada was in
5 the chair, which would have been right to his right. We
6 know Mr. Estrada was on the cooler by the stairs. That's
7 not in dispute. Everybody else -- every other Plaintiff
8 knows where every other Plaintiff was, except nobody here
9 can say where Mr. Reyes was, except in the house.

10 Mr. Reyes says that well, he was sitting in a chair
11 in front of the deck. We know Ms. Smith was standing with
12 her child, purportedly, right next to him. And she was
13 confident he wasn't there. To Mr. Reyes's other side
14 would have been Mr. Ruff and Ms. Williams. He didn't see
15 him. Granted, he said he didn't know if he was in the
16 house or not, he just didn't see him there. Saw him out
17 earlier.

18 Finally, Mr. Reyes's own story doesn't match up. He
19 says he was sitting in a chair that collapsed. He used
20 the chair to climb up to get in the house. How many
21 chairs you see on that deck? You know who was sitting in
22 the chair, Ms. Estrada. Everybody said that. We know
23 where the chair was, it was right next to the grill. The
24 grill was on the right. She was sitting there. How come
25 there's only one chair? The deck fell down, everything

1 came towards the house. Obviously, someone took that
2 picture right after the deck fell. One chair where
3 Ms. Estrada was sitting, wasn't even close to the door
4 where he could climb up in (indicating). If that's not
5 evidence that he wasn't there in addition to three live
6 witnesses who were there, two of which say he was in the
7 house. That's the credibility issue that you all have to
8 decide.

9 I'm going briefly touch on medical bills. I'm not
10 telling whether these people had pain or didn't have pain,
11 that's not my place. I wasn't there. I didn't go through
12 it, just like counsel said. And I wouldn't begin to argue
13 whether they had back pain or neck pain. The only thing I
14 find curious is you have six Plaintiffs with three
15 different law firms, who went to the emergency room, no
16 doubt about that, but then they all get sent to
17 chiropractors, various ones. And maybe that's the way
18 things are done. Ms. Estrada said in her accident before,
19 she went to a different attorney and got sent to a
20 different chiropractor. And Ms. Smith said the reason why
21 she went to the same chiropractor from her previous injury
22 is because the same law firm had used that one in the
23 past. But that's just something that you have to discuss.
24 I just find it curious.

25 Regarding the permanent injury issue, I understand

1 Ms. Estrada has the elbow issues. It's not in dispute the
2 doctor said there was a fracture and there was some nerve
3 damage, we know that. The problem is that they're seeking
4 hundreds of thousands of dollars in permanent injury,
5 saying it's never going to heal. What do recall from Dr.
6 Westerkam's video deposition? Mr. Reardon said, What are
7 some ways that he might be able to fix this issue? He
8 said, Well, maybe it will resolve on its own, maybe get
9 physical therapy. It may require surgery. What we know
10 is that Ms. Estrada was prescribed physical therapy by
11 that office, which she never went to. And I understand
12 she said she was the sole provider of her family and I
13 appreciate that, and she couldn't take off of work. Yet,
14 she was able to go to three months of chiropractic
15 treatment and not miss a day. She's missed one day of
16 work. Three months of chiropractic treatment she could
17 attend because she was sent by her attorney, but when the
18 orthopedic surgeon says PT may fix this, she didn't do it.

19 In South Carolina, there's a legal obligation for a
20 person to do what's called mitigator damages. In other
21 words, if there's a way to fix, you should, at least,
22 consider it. Surgery may not be an option. Some people
23 don't want surgery. And I can understand the argument
24 saying, you know, surgery was the only option and she
25 didn't want to do it. You could easily decide no, that's

1 not reasonable. That would not mitigate damages. But
2 we're talking about physical therapy, which is,
3 essentially, like the chiropractic treatment, just working
4 different areas. Didn't even contact the physical
5 therapist to see if they could work around her work
6 schedule. No attempt made. She said she was released
7 from her physical, and yet, Dr. Westerkam said she was
8 not. She just stopped showing up. The last appointment
9 was in October. Never released. There has been no other
10 followup with any other provider since October of 2014
11 regarding this elbow issue. No further missed work. No
12 attempts to try to get some PT. And I submit to you
13 that's a decision for you to make whether or not that's a
14 permanent injury.

15 Regarding Mr. Estrada, the only issue I have is that
16 he does get care through the VA. And, apparently, there's
17 been no attempt to even mention the issue to a doctor. He
18 says well, it's not covered under the VA when alleging
19 there's a negligence action. But I ask you, is it
20 reasonable if you have an injury and going to a doctor
21 that you wouldn't, at least, mention it to the doctor just
22 in passing? And that's a decision for you, again,
23 regarding the permanent injury.

24 The issue we have and why we are here is not the
25 extent of the injuries or the medical damages claim, but

1 liability against the Marshalls. Now, from what I've
2 heard, Mr. Ellis and some of the other attorneys, they
3 touched on liability. Nobody, actually, told you what the
4 law is the Judge is going to charge you. He told us the
5 law yesterday so we can get prepared for this. I'm going
6 to charge you with that law. You heard Mr. Ellis say,
7 well, you had an expert up there saying these are what
8 your duties are, these are what your legal duties are.
9 You had Mr. Marshall up there, you know, asking him
10 questions, what are you legal duties to your tenants?
11 This is not a landlord/tenant case.

12 The Judge will tell you -- and if anything is up
13 there that's incorrect from what the Judge says,
14 obviously, listen to the Judge, but we got a chance to
15 look at it and I think it's going to be word for word what
16 you hear in terms of what the legal obligations are for
17 the Marshalls.

18 There are various duties in South Carolina. If you
19 are a tenant, there are greater duties. Not one of these
20 people here is a tenant. The tenant, Ms. White, has not
21 filed a lawsuit. She was not here to testify. In fact,
22 she's a family member of these folks. If the Marshalls
23 were so horrible in maintaining their property and just
24 turning a blind eye, why isn't Ms. White here to say that?
25 Because the evidence is every time she had a problem, she

1 would come -- or they would come and take care of it.

2 As stated, when you're visiting a place, it doesn't
3 matter if it was my house, the Judge's house, you're
4 considered a social guest in South Carolina. And social
5 guest in South Carolina, there's certain obligations.

6 I'm going to start off with the first one. There's,
7 actually, only two that is at issue here. To use
8 reasonable care to warn of concealed dangerous conditions
9 which are known to the Defendant. Known. Now, courts
10 have all kind of crazy ways to create duties. You can say
11 known or should have known or should have been discovered
12 through reasonable diligent search, things like that. And
13 if the duty of a known damage would -- if that involved
14 should have known or would have known had you done this,
15 it would say it. Because the Judge is going to read you
16 word for word what the law is. And I represent to you
17 that's what is going to be read to you, in addition to a
18 whole lot of other stuff.

19 So let's talk about that. Did they have knowledge of
20 a dangerous condition, actual knowledge? The testimony
21 was from Mr. Marshall and Ms. Marshall that throughout the
22 entire history of this house, they had no knowledge there
23 was any structural defect with this deck. That's the
24 testimony. They walked on the deck. They walked around
25 the deck. Tenants walked on the deck. The U. S.

1 Government came and inspected the deck. The Plaintiffs
2 have been on the deck. Some of the Plaintiffs have been
3 on the deck before. Not one complaint. If there was a
4 complaint of some problem with the deck prior to it
5 collapsing, I would argue to you, then, yeah, there's a
6 question for you all to resolve. You've got to determine
7 whether or not they had -- they turned a willful eye and
8 whether they legitimately did not have knowledge or
9 they're just lying. But here, there's no such evidence.
10 None.

11 The U. S. Government came out for eight years and
12 they met with the tenants who were there, filled out forms
13 and sent it to the Marshalls. Not one time did they ever
14 receive any information that there was any structural
15 concerns with the deck. In fact, the experts testified
16 the way the deck was constructed, at least, the design
17 would have been up to code but for not using the correct
18 bolts -- or the correct number of bolts. So the fact is
19 that there wasn't four pillars or didn't look under the
20 deck and see how many posts there are. Not apparent.
21 That's just the way it is. We know the Marshalls never
22 went under the deck. That's a fact.

23 One thing you're going to be charged with, one thing
24 that was completed omitted from all the Plaintiffs'
25 arguments, there is no duty to a social guest to search

1 out and discover dangers or defects. There is no duty to
2 inspect. The Marshalls still did maintenance like they
3 were supposed to, but there is no legal obligation in the
4 State of South Carolina for the Marshalls to do under the
5 deck and inspect how it was mounted, to conduct any type
6 of testing to determine if it was the correct structure.
7 We're only talking about construction of the deck. We'll
8 talk about the water issue after that. There's no duty.
9 Everything that you have heard in testimony from both
10 experts is that without some type of lateral movement on
11 the deck, without some type of shaking, without some type
12 of sponginess, there would be no reason for anything,
13 ordinary person or someone with experience, to know that
14 there was a problem with the structural soundness of this
15 deck.

16 And I think Plaintiffs probably know that issue is
17 not a winner. Because their expert went on to say well,
18 it's wasn't the structural design of it so much. It could
19 have used an extra bolt or two. The bolts were probably
20 wrong, but in my professional opinion, it was wood rot.
21 Why did they do that? Why not say I agree with Mr.
22 Mariaca and, you know, it was poorly constructed? Well,
23 if they agree with Mr. Mariaca, then they're out of court
24 because you took the actual knowledge issue and just lose.

25 So we had to go under the second obligation, to use

1 reasonable care to warn of any change in condition of the
2 premises which may be dangerous and which he may
3 reasonably be able or expected to discover. So how does
4 that mesh? How can you say legally that you have a duty
5 to warn of something that you may reasonably be able --
6 expected to discover, but there's no duty to inspect,
7 there's no duty to search out defects? It doesn't seem
8 like it meshes. I'm just giving you a personal opinion.

9 I have an irrigation, a sprinkler system in the yard.
10 One of the pipes broke and water was going underneath.
11 Obviously, it was buried underneath and it eroded all the
12 soil underneath. And as a result of that, all of a
13 sudden, the top grass and everything caved in and it was a
14 fairly decent hole where it just all eroded out. Now,
15 that was a change in condition. My property wasn't like
16 that before. It changed. Now, it was in my front yard.
17 It wasn't directly on the driveway. It was probably 20
18 feet away. So I was walking down one day, if I willfully
19 disregarded, if I turned a blind eye, if I didn't use
20 ordinary prudence like a reasonable person would to
21 discover that, if you would find that I was not reasonable
22 in discovering that hole where it was visible, it was
23 close to it, and it was a change in condition and I had a
24 party, one of you came over and fell in the hole or one of
25 your kids came over, was playing and fell in the hole, got

1 injured, I would be responsible. That's what that means.

2 There is no evidence -- in fact, the testimony is
3 exactly contrary. Mr. Abatta, their own expert said
4 walking around this deck, getting on top of this deck,
5 getting underneath the deck, you would not have known of
6 the water issue, of the rotted wood. It was completely
7 concealed. His sole argument is well, the deck was in
8 general disrepair with popped nails and rotting areas.

9 And you'll -- like they said, you'll get all the
10 photographs, but I just have some here. I mean, they --
11 that's the edge of the deck where the band joist is.
12 You'll have that back there. There's no wood rot there
13 (indicating). There's the deck's -- the surface of the
14 deck. No cracks. No holes. It's not split in part.
15 It's weathered, true. It's weathered. You'll see where
16 the band joists. We'll discuss that in a little bit. But
17 you'll see pictures where, essentially, aside from some
18 post falling off and the stairs cracking when it obviously
19 collapsed, the entire deck is intact. The deck was so
20 sound when it fell that the entire frame survived the fall
21 and none of that stuff came apart. And they're trying to
22 point to these little things and say well, look at that
23 popping nail. Isn't that evidence of water damage? Yeah,
24 could be evidence of water damage. Could be evidence,
25 just like Mr. Abatta said, where the deck fell and caused

1 it.

2 I mean, everybody's testimony that's been on this
3 deck before the fall said there was nothing that would
4 cause any concern. If this deck was in such horribly
5 rotten condition, any of these Plaintiffs that were there
6 beforehand could have said that. Mr. Reyes was,
7 apparently, living there most of the time with his
8 girlfriend. He didn't say anything about, you know, I was
9 on the deck one time and they should have done some work
10 on it. It just looked bad.

11 Now, mind you, everybody keeps saying that
12 Mr. Marshall has a higher duty because he has a business
13 license -- or a builder's license that he got in the 80's.
14 They didn't ask Mr. Marshall one question about what he,
15 actually, knew. They didn't ask him if he knew how to
16 identify water damage that was concealed. They didn't ask
17 him if he had any experience in construction. He
18 testified that he's done a couple decks through
19 subcontractors. He testified that's never designed or
20 built a deck. He testified that, basically, the vast
21 majority of the work he's done is through subcontractors.
22 Would he be liable if the subcontractor messed up?
23 Certainly. Is that at issue in this case? No. They want
24 you to think that's an issue in this case. They want to
25 think that -- they want you to think that Mr. Marshall has

1 a higher duty based on his experience. Experience, which
2 they did not flush out. All they said is well, he's got a
3 building license. He's an expert. He wasn't qualified as
4 an expert. We qualified Mr. Abatta. We qualified the
5 orthopedist. All he said is he's got a license, had it
6 since '82. He was a career adult educator at the South
7 Carolina Department of Corrections. He's not Mongo Homes.
8 He hasn't built one house. He's hasn't built a screened
9 porch. There's no evidence that he porch there's no
10 evidence that he ever did any water damage restoration for
11 anybody.

12 They knew what their expert was going to say, it's
13 their expert. There knew Mr. Abatta was going to come in
14 here and tell you that the only way to discover this issue
15 was by sounding, which I learned is, basically, hammering
16 wood to determine if you could find water damage or some
17 rotted wood. They did not ask him one question if he even
18 knew what that was. Yet, they're holding him to that
19 standard. They want you to hold him to that higher
20 standard.

21 The Judge is not going to charge you on that. If the
22 State of South Carolina wanted that, you would be charged
23 on it. It would say -- they would hold you to a certain
24 standard of all builders. But they're not going to do
25 that. All you're going to hear is what I've shown you.

1 That's all you're going to hear with regard to what legal
2 duties Mr. and Mrs. Marshall owed to the Plaintiffs.
3 Don't get confused with their arguments about what was
4 said on the stand or what they think their duties are.
5 These witnesses don't establish the duties.

6 Mr. Ellis's conversations to Mr. Marshall on direct
7 examination was what's your duties to your tenant? What's
8 this to the tenant? What's your responsibility to the
9 tenant? And I don't disagree with anything he said to the
10 tenant. And the tenant's not here, so we go by this.
11 There's no bootstrapping. There's no well, if you
12 complied with a duty to the tenant, then this may not have
13 happened. That's not the way it works. And it's tough.
14 That's why you're the impartial jurors. That's why we're
15 asking you to do what you swore to do, what the Judge is
16 going to charge you to do, take the facts and apply the
17 law to those. Not the other duties that have been argued,
18 but what you're going to be charged.

19 Ladies and gentlemen, you've got a battle of the
20 experts in this situation. What does that mean? Well,
21 you've got Mr. Mariaca, whose investigation took place
22 after the deck collapse. They went out and they took 90
23 something photographs, all of which have been provided to
24 the Plaintiffs, all of which you're going to have. The
25 report which they were reading from about what they saw.

1 He came up to the conclusion that it wasn't wood rot or
2 deterioration. It was the fact that it was just poor
3 designed. The wrong bolts were used. They should have
4 gone through the house into a backside and there should
5 have been more on the deck than what the load was. That
6 was the expert's conclusion.

7 There may be some arguments in reply that say well,
8 how come they didn't take more pictures of the band
9 joists? They only took the one angle and they didn't go
10 down every five feet and take a picture. You know, if
11 you're trying to hide something, why take a picture of it
12 at all? I mean, that's a pretty in-depth, near,
13 supersized photo of wood rot. It's there. You're going
14 to see it. I mean, if you're trying to hide something,
15 don't take a picture of it. You heard the testimony. The
16 reason why is because the rest of the board wasn't at
17 issue. There was no rot there. You don't just take
18 pictures of something. They took pictures all the way
19 around underneath, on top. It's there, you can see the
20 whole deck.

21 So contrary to Mr. Mariaca, October of 2015, a year
22 or so after the litigation was filed, they get an expert.
23 They don't get an expert and say hey, look at this report
24 and tell us what you think or is the conclusions right?
25 They say hey, we need to know did it meet code and did the

1 weather cause this to collapse. And even Mr. Abatta said
2 that's not normally how he does things. He goes in it
3 with an open mind. And everybody said he's not bias, but
4 when it's in your head, he made it fit.

5 How do you know he made it fit? Because he had a
6 report, he had 90 something photos. He reviewed it. He
7 couldn't make his opinion fit except what? He said, Well,
8 I assume there's wood rot all the way down. I assume.
9 Because well, there's no flashing so because there's wood
10 rot here, it had to have been all the way down. And
11 that's how I reached my conclusion. This is the first
12 time I've had an expert just disregard or just assume
13 something. I mean, usually, they do like, you know,
14 doctor does tests or do like Mr. Mariaca did. They look
15 at all of the evidence that's collected and they make a
16 determination. Not Mr. Abatta. Mr. Abatta had marching
17 orders. He couldn't make it work. And the only way to
18 make it work was to, actually, create issues that, you
19 heard the testimony, wasn't there. There was no wood rot
20 from the center on down to the right. That's why it
21 wasn't noted and that's why it wasn't photograph. And, in
22 fact, he talks about this, which we talk about expert
23 opinions, wood rot, the only wood rot, he says it's pretty
24 significant, and then there's the bolt with the sleeve in
25 it.

1 Now, let's just assume for the sake of argument that
2 the house did fall from the left side to right side, stair
3 side, all of the shear force, all of the weight of the
4 house. If each person was a hundred pounds, 10 people,
5 that would be a thousand pounds just of people, not
6 considering the timber on this deck. One goes, two goes,
7 all that is on one little pin. It's not bent. It's not
8 shattered. There's no indication that it's pulled up or
9 south of the wood. In fact, the force was so great that
10 it ripped part of the brick veneer off. The strapping, I
11 believe is what Mr. Mariaca called it. But it broke the
12 brick, and yet, there was no indication that the wood gave
13 way at all around that bolt.

14 Mr. Mariaca, on the other hand, gave a very
15 reasonable explanation of how it happened. So much load
16 on this one side, finally, the brick breaks, doesn't go
17 down, starts to pull out, pulls out the first one. The
18 second one is pulling out. Pulls out the second one
19 because we know along the line here one or two are gone.
20 The third one, there's so much pressure, the pressure I
21 just described to you, snaps it, shears the bolt. And I
22 know you'll see that photograph. I'm going to try to find
23 it now, but you'll see it snapped. It's broken in the
24 middle. It's clean metal showing. If you put that much
25 weight on the bolt, it will snap. That's just what the

1 expert said.

2 If you believe -- and that's the job you're tasked
3 with. You're going to have to believe one expert or the
4 other because they have two different conclusions. If you
5 go with Mr. Mariaca, if you go with all the evidence and
6 the photographs, if you go with the testimony that there
7 was no wood rot on the right side and his opinion that it
8 was a structural design and that it didn't have anything
9 to do with wood rot, number one, actual knowledge. Your
10 work is done. The case is over. Check the first box that
11 says was there negligence, no.

12 If you go with number two, Mr. Abatta's position and
13 you say okay, I believe there was wood rot and I believe
14 that the wood rot is the reason why this fell and had
15 nothing to with the fact that it was improperly secured to
16 the house, then you have to go to number two, was it
17 discoverable? Was it reasonable? That's your decision
18 using your common sense. You are the ones that get to
19 determine if it was reasonably discoverable. No duty to
20 search out. What did Mr. Abatta say? He said based on
21 other issues, he should have gone underneath the house and
22 he should have gotten a hammer, he should have tapped on
23 the boards. If he had done all of those things, if he had
24 searched out, he would have discovered that it was a
25 condition that was dangerous. No duty.

1 If you follow the law with the facts that you've been
2 given, I fully believe that you will render a verdict for
3 Mr. and Mrs. Marshall. Thank you for your time.

4 (WHEREUPON, a bench conference was held off the
5 record, in the presence of the jury, but out of the
6 hearing of the jury.)

7 THE COURT: All right. Ladies and gentlemen, let's
8 go ahead and take a break. The Plaintiffs -- the law is
9 that the Plaintiffs get to go again to do what's called a
10 rebuttal argument, okay. And y'all have been sitting in
11 here for a little over an hour now, so let's go ahead and
12 take just a brief break. And then we'll go straight from
13 the Plaintiff's rebuttal to where I charge you the law.
14 Lunch is already ready for you. That way, you can go
15 straight to eating lunch and deliberating as soon as I
16 finish talking to you. My talking to you will only take
17 no more than 20 minutes. Thank you. Y'all go on back to
18 the jury room. Don't talk about the case yet.

19 (WHEREUPON, the jury left the courtroom at 11:00
20 a.m.)

21 THE COURT: All right. We're in recess.

22 MR. RILEY: Thank you.

23 MR. ELLIS: Thank you.

24 MR. WLODARCZYK: Thank you.

25 (WHEREUPON, a short recess was held.)

1 THE COURT: All right. Y'all ready?

2 MR. ELLIS: Yes, Your Honor.

3 MR. REARDON: Yes.

4 MR. ELLIS: I'm just waiting on my client.

5 THE COURT: Mr. Reyes?

6 MR. ELLIS: Yes, sir.

7 THE COURT: All right.

8 (WHEREUPON, the jury returned to the courtroom
9 at 11:13 a.m.)

10 THE BAILIFF: The jury is seated, Your Honor.

11 THE COURT: All right. Thank you very much,
12 Mr. Reardon.

13 MR. REARDON: May it please the Court, Your Honor?

14 THE COURT: Yes, sir.

15 REBUTTAL ARGUMENT BY MR. REARDON

16 MR. REARDON: Because the duty is on us, I have one
17 last chance to come back over here and rebut what you just
18 heard in closing arguments. You heard the first thing
19 that he wants to punish our clients for not having a
20 doctor to go to or referrals to go to, when I sat up there
21 and ask the Marshalls, did you ever call them? Never.
22 Did you ever go see them? Never. Did you ever ask them
23 can I take you to a doctor? Never. They did nothing to
24 assist these folks that were hurt on the deck. We did
25 help them get to a doctor. I don't want you to punish

1 them for us helping them go to see somebody that could
2 treat them for their injuries.

3 Legal obligation. You're going to look here and look
4 at this chart and make a decision whether or not these
5 folks are responsible. Mr. Wlodarczyk gave you a personal
6 example about his sprinkler breaking and the ground
7 collapsing. If that happened here, if that one day
8 something happened or one night or one afternoon the deck
9 collapsed 100 percent, we probably all wouldn't be here
10 today. We agree that if something occurred out of the
11 ordinary or if the deck collapsed like this sprinkler he
12 talked about, we wouldn't be here. He tells you my
13 sprinkler breaks and the ground collapsed, therefore, I'm
14 not responsible. If this deck, earthquake, the house fell
15 down, something occurred to make the deck fall, okay, we
16 probably wouldn't be here today.

17 But when you have water shooting out of your
18 sprinkler, using that as an example, the yard is flooded,
19 your water bill goes up, the other sprinkler head goes up,
20 what do you do? I mean, you're on notice something is not
21 happening. Something is not working correctly. You now
22 are responsible if someone falls in that hole because you
23 were told through all these other examples of flooding, of
24 the water shooting up.

25 That's the same thing here. If you'll look, this

1 isn't a one-time occurrence where this expert of their's
2 says that the bolt just happened to break that day and
3 everything fell. So for 40 years, the bolt is great,
4 then, suddenly, the bolt breaks. That's not what happened
5 here. You're going to see all these photographs, all this
6 rot that was present that day. It's the bread crumb
7 argument. If you have bread crumbs leading you along the
8 way and you ignore those bread crumbs, you know, that's to
9 your own demise and to your own personal detriment. He
10 can't ignore the signs of what this deck was going
11 through. He can't avoid the signs of nails popping up.

12 And when I asked his expert what does that mean,
13 moisture. When I asked him what does it mean when these
14 things are separating, moisture. When I asked him how we
15 got the rot over here on the one -- the one end of the
16 deck, he says that's not located just in that one end of
17 the deck, that's everywhere. Mr. Abatta said you don't
18 just have one end of the deck moisture and wet and rotted.
19 It spreads throughout. That makes sense. If it's raining
20 down on a deck, it's going to spread throughout the entire
21 deck. If you're looking at the bolt, which he didn't talk
22 about, this is the bolt on the far right-hand side, the
23 opposite side of the rotted part you see in these
24 photographs. It is completely rusted, completely rusted.

25 So one side of the deck you have what he called wood

1 rot and he called it spongy. Spongy rot on one side and
2 the other side, you have rotted screws and rotted bolts.
3 And you're going to see 27 more photographs that they took
4 showing tremendous amount of rot and tremendous amount of
5 rust. So both sides of the deck are rusted, both sides of
6 the deck are rotted.

7 He has a legal obligation to use reasonable care to
8 warn of any change in the condition of the premises which
9 may be dangerous. He says he doesn't have a duty to
10 search out. I'm not asking him to crawl under there and
11 search around. I'm asking for a person of his ability, of
12 his training to walk by a deck and say look at this, it's
13 falling apart. There's something wrong. I haven't
14 painted it. I haven't put any lacquer on it. I haven't
15 done any inspections. I haven't done any repair in 12
16 years.

17 Mr. Wlodarczyk's opening statement was when he was
18 told to replace boards, they replaced them. Exactly.
19 When somebody or a big brother is telling him to replace
20 these boards or you won't get paid, he replaced them. But
21 as soon as that contract is up with the U. S. Government,
22 he is on his own. What does he do? Nothing. He never
23 paints. He never paints. He never puts on weather. He
24 never inspects again. For seven years, he had to checkoff
25 and do repairs in order to get that contract approved.

1 But as soon as they end that contract with the U. S.
2 Government, what happens? He does nothing else. He is on
3 notice. I don't think there's any doubt in my mind that
4 if you're a licensed expert -- he said well, we don't know
5 about his training. I know this much. You've got to pass
6 tests. I think you've got to get a license by the State
7 of South Carolina to build. He said I've done all kinds
8 of things. Whether he builds a deck, whether he builds a
9 roof, whether he builds a cabana, I don't care. The
10 principles are there, flashing, rotting, repair, care. He
11 understands all that. So I think a reasonable care to
12 warn of concealed dangers which are known to him -- if he
13 closes his eyes, he's still aware. If he gets on the
14 stand and says I don't know, he's still aware. Let's be
15 very honest. When you look at this deck, there's no way
16 you can conclude he does not know of the dangerous
17 conditions that are concealed and known to him.

18 If you say hey, I still don't believe a hundred
19 percent that he knew, then we can move into the next part
20 of the case. He has to use care to warn of any change
21 which may be dangerous, which he may reasonably be
22 expected to discover. A person that owns six homes and
23 rents them out on a monthly basis and picks up checks on a
24 monthly basis or his wife, someone else comes in or they
25 bring in a new lease, they walk through the premises.

1 They look at the premises. They go out on the deck. They
2 look at the walls. They look at the electrical outlets.
3 They are on notice of the condition of their premises.
4 There's no doubt about that. Whether they decide to do
5 anything about it is why we're here today. They knew of
6 the conditions. They ignored the conditions. Photos
7 you're going to see, again, tell you the whole story.
8 Look at them very closely. Liability is not an issue.

9 The last thing, on damages, again, I didn't hear
10 anybody come up here and dispute that my clients or any
11 other clients weren't hurt on this deck. It's pretty
12 obvious from the distance they feel, from the testimony
13 you heard, the videos you heard, you must come back with
14 an award. And yes, I am asking for permanent damages. I
15 am asking for you to award 35 years and 18 years for
16 George and Linda because they did have permanent damages.
17 They did testify they have permanent damages. They didn't
18 bring anybody in here to dispute that. You never heard
19 any doctor say these people are faking or they're not
20 telling the truth. You have a Vietnam vet, who's honest
21 as the day is long. You have a lady who work 25 years in
22 the nursing industry and has a doctor saying on the record
23 the EMG, an objective finding, the MRI, an objective
24 finding found injury. Thank you.

25 THE COURT: Yes, sir.

1 MR. RILEY: Your Honor, I believe Mr. Reardon has
2 covered everything I would have to offer as far as
3 rebuttal. And in the interest of time, I have no
4 rebuttal.

5 MR. RILEY: Your Honor, this jury is ready, I have on
6 further rebuttal.

7 THE COURT: All right. Thank you, sir.

8 CHARGE OF THE LAW BY THE COURT

9 THE COURT: All right. Ladies and gentlemen of the
10 jury, I ask you to give me your full attention as I read
11 to you and state to you the law that governs the issues
12 pertaining to this case. Madam Forelady, members of the
13 jury, you've heard all the testimony and received all the
14 evidence and heard the arguments of both the Plaintiff and
15 the Defendant. I will now explain to you the law that's
16 applicable in this case.

17 Under the Constitution of the law of the State of
18 South Carolina, you are the finders of facts in this case.
19 Like I've told you, I don't have the right to pass upon
20 the facts or even express any opinion that I may have as
21 to them.

22 Now, by that same Constitution and law which makes
23 you the finder of facts and the evidence, I am, as the
24 Judge, made the sole and only instructor of the law. You
25 must accept as correct the law which I now charge you and

1 apply this law to the evidence as you find it to be, and
2 thus, reach a verdict. And finally, I charge you in this
3 regard that you should not be concerned about what you
4 think the law ought to be, but, rather, what I charge you
5 law is.

6 Now, you're the sole judge of the credibility, that
7 is the believability of the witnesses who have testified
8 and of the evidence presented in this case. Now, in
9 passing upon credibility, you can take into consideration
10 many things, such as the demeanor or the manner in which a
11 witness testified, whether or not a witness had reason to
12 be bias or prejudice, whether or not a witness's testimony
13 or other evidence was contradicted on the one hand or
14 supported or corroborated on the other hand. Now, you,
15 certainly, don't determine the credibility or
16 believability of witnesses by counting the number of
17 witnesses.

18 Now, the rules of evidence, as I told you during the
19 trial, ordinarily do not permit witnesses to testify as to
20 opinions or conclusions. This means that normally when a
21 person testifies that they must testify about what they
22 either saw, heard or smelled or something like that.
23 However, there is an exception for witnesses who are
24 trained because of education or experience or who are
25 qualified as experts to give opinion testimony if the

1 Court qualifies them that way. These are called expert
2 witnesses. And there were several expert witnesses in
3 this case. An expert witness, of course, can state an
4 opinion.

5 Now, to give opinion testimony in a certain area does
6 not mean that you as the jury have to accept the opinion,
7 but it's evidence for you to use in any way you see fit
8 and give it the weight and credibility you believe it
9 deserves. An expert witness's testimony is to be given no
10 greater weight than that of other witnesses simply because
11 he or she is an expert. Further, you're not required to
12 accept an expert's opinion even though it may not be
13 contradicted.

14 Now, the burden of proof in this case, as you heard
15 the lawyers talk about is what's called by a preponderance
16 of the evidence. You remember this isn't criminal court.
17 This is civil court. A preponderance of the evidence
18 simply means the greater weight of the evidence. It's
19 evidence, which as a whole, shows that the fact sought to
20 be proved is more likely true than not true.

21 This could be illustrated by imagining a simple set
22 of traditional scales. When the case starts, the scales
23 are even. After all the evidence has been presented to
24 you, if the scales remain even or if they tip even
25 slightly in favor of the Defendant, then the Plaintiff has

1 failed to meet the burden of proof and would not be
2 entitled to recover this case. Then, if on the other
3 hand, the scales tip even slightly in favor of the
4 Plaintiff, the Plaintiff will have met the burden of proof
5 and you would return a verdict for the Plaintiff.

6 Now, the preponderance of the evidence is not
7 determined again by the number of witnesses. Instead, it
8 must be determined by the greater weight of all the
9 evidence. And you're the one that weighs the evidence.
10 Okay.

11 Now, ladies and gentlemen, the mere fact that an
12 accident occurs which results in injuries does not make
13 Defendants responsible. The Plaintiff must prove that the
14 Defendants were negligent.

15 Let's talk about negligence. Negligence, I'm going
16 to try -- I'm going to give you some law school
17 definitions and I'll give you some examples. Negligence
18 means that a person has done something that a reasonable
19 person would not have done or has failed to do something
20 that a reasonable person would have done in the same
21 situation. So it's either an act or an omission to act.
22 The Plaintiffs claim that the Defendants were negligent or
23 careless and should therefore compensate them for their
24 injuries and damages they have suffered as a result of
25 this negligence.

1 In order to prove the Defendants were negligent, the
2 Plaintiffs must prove by a preponderance or greater weight
3 of the evidence the following things: First, the
4 Plaintiffs must proof by a preponderance or greater weight
5 of evidence that the Defendants owed them the duty of
6 care. Secondly, the Plaintiffs must prove by a
7 preponderance of the evidence that the Defendants breached
8 that duty of care by some negligent act or omission to
9 act. Third, the Plaintiffs must, also, prove by a
10 preponderance or greater weight of the evidence that they
11 suffered injuries or damages as a result of that
12 negligence. And finally, the Plaintiffs must prove by a
13 preponderance or greater weight of the evidence that the
14 damages were proximately caused by the Defendants' breach
15 of duty or negligence.

16 Now, proximate cause is something that produces a
17 natural chain of events, which in the end brings about the
18 injury. It's the direct cause of the injury. To prove
19 that the Defendants' negligence proximately caused the
20 Plaintiffs' injuries, the Plaintiffs must prove that the
21 injuries would not have occurred but for the Defendants'
22 negligence. Now, proximate cause doesn't mean the only
23 cause, the Defendants' act or omissions. The act can be a
24 proximate cause of the Plaintiffs' injuries if it was, at
25 least, one of the direct concurring causes of the

1 injuries.

2 Let's talk briefly about premises liability, okay, or
3 landowner's liability, whatever you want to call it. The
4 Plaintiffs claim that an unsafe condition on the
5 Defendants' premises injured them. In order to recover
6 damages for their injuries, the Plaintiffs must first
7 prove by a preponderance or greater weight of the evidence
8 than an unsafe condition existed on the Defendants'
9 premises.

10 Licensee. A licensee is a person who enters the
11 premises of another with the owner's consent. A social
12 guest is a licensee. The Plaintiffs in this case are
13 considered licensees. The Defendants have the duty to use
14 reasonable care to warn a licensee of any concealed
15 dangerous conditions which are known to the Defendants or
16 of any change in the condition of the premises which may
17 be dangerous and for which the Defendants should have
18 reasonably been expected to discover. However, the owner
19 of property has no duty to search out and discover dangers
20 or defects. The owner does have a duty to warn a licensee
21 of hidden or concealed dangers of which the owner has
22 actual knowledge.

23 Now, if you find the Defendants were negligent --

24 And I'm going to go over the verdict form with, Madam
25 Forelady, before you go back.

1 If you find the Defendants were negligent and that
2 this negligence proximately caused Plaintiff's injuries,
3 you must then determine the amount of actual damages that
4 the Plaintiffs have proven by a preponderance or greater
5 weight of the evidence.

6 Now, actual damages are properly compensatory
7 damages, meaning to compensate, to make the injured party
8 whole, to put the Plaintiff back in the same position as
9 he or she would have been but for the damages received
10 insofar as this may be possible. Now, in other words,
11 actual or compensatory damages would include compensation
12 for all injuries which are the natural and proximate
13 result of the alleged wrongful conduct of the Defendants.
14 They include in this case, proper elements thereof if
15 established in your discretion the following: Things such
16 as pain and future physical pain and suffering, anxiety,
17 medical expenses, lost wages. As to medical bills, the
18 general rule is that a Plaintiff may recover for the
19 necessary and reasonable expenses caused by the injury.
20 Such amounts reasonably and necessarily incurred for
21 medicine, medical services, hospital expenses, care and
22 nursing.

23 A person who suffers personal injury because of the
24 negligence of another is entitled to recover the
25 reasonable value of medical care and expenses incurred for

1 the treatment of the injuries until the time of trial, as
2 well as for the cost of those reasonably certain to be
3 incurred in the future. Accordingly, a Plaintiff may
4 recover amounts incurred for past and future medical care,
5 including hospital, physician, nursing care and costs,
6 medicine and other out of pocket and anticipated expenses,
7 such as vocational, physical and other rehab efforts.
8 Now, recovery for medical expenses is controlled by what
9 the services rendered were reasonably worth and not by
10 what was, actually, paid or contracted to be paid.

11 Pain and suffering compensates the injured for
12 physical discomfort and emotional response to the
13 sensation of pain caused by the injury itself. There is
14 no definite standard by which to compensate a Plaintiff
15 for pain and suffering. You have the authority as the
16 jury to determine the amount, if any, to be allowed for
17 pain and suffering using calm and reasonable judgment to
18 ensure that the damages are just and reasonable in light
19 of the testimony and evidence presented in this case.

20 Loss of enjoyment of life. Loss of enjoyment of life
21 compensates the Plaintiff for limitations on the
22 Plaintiff's ability to participate in and derive pleasure
23 from the normal activities of daily life. Now, Plaintiffs
24 have a duty to minimize the damages caused by Defendants'
25 alleged negligence. The test is whether the Plaintiffs

1 have done what an ordinarily prudent person would have
2 done under like circumstances. If the Plaintiffs have
3 used reasonable care to reduce their losses, the
4 Plaintiffs may recover the full amount. If the Plaintiffs
5 have not done so, then you would reduce the damages
6 accordingly. That's solely in your authority and
7 discretion as members of the jury.

8 Now, the Defendants have claimed that the Plaintiff,
9 Ms. Estrada, had a preexisting back injury or condition
10 prior to the date of this accident. If you find that this
11 Plaintiff received an injury as a result of the negligence
12 of the Defendants and entitled to recover from that
13 injury, the fact that a preexisting injury or a condition
14 would not prevent the Plaintiff from recovering. The
15 Defendants are responsible for all ill effects, which,
16 considering the Plaintiff's condition of health when the
17 Plaintiff was injured, naturally and necessarily follow
18 the injury. The Defendants talk the Plaintiff as the
19 Plaintiff is found. Whether the Plaintiff is in perfect
20 health or poor health or somewhere in between, the
21 Defendants' liability is in no way lessened or affected
22 because of the fact that the injury would not have
23 resulted or would not have been as serious or severe had
24 the Plaintiff been in good health or that the injuries
25 were aggravated or rendered more difficult to cure by

1 reason of the fact that the Plaintiff was not in good
2 health. In other words, if the presence of a preexisting
3 injury or condition aggravates and prolongs the injury and
4 increases the damages, the Plaintiff should be compensated
5 for the increased or added damages. A person with a
6 preexisting injury or condition is not, however, entitled
7 to recover compensation for their preexisting injury or
8 condition. In addition, if the problems are the result of
9 natural progression of the worsening of a preexisting
10 injury or condition, then the Plaintiff would not be
11 entitled to be compensated for those problems.

12 Let's talk about speculative damages. Now, a
13 Plaintiff is never entitled to recover conjectural or
14 speculative damages. But if you find any Plaintiff is
15 entitled to recover for a particular element of damages,
16 your verdict should include an amount to cover any past,
17 present and future damages in your discretion which you
18 believe may have been proximately caused by the
19 Defendants' negligence. Any future damages must be
20 reasonably certain to occur in the future as a result of
21 the Defendants' acts or omissions. Actual damages need
22 not be proven to a mathematical certainty or based on
23 evidence of the precise amount of damages any Plaintiff
24 has suffered. Instead, the evidence must allow you, the
25 jury, to determine what amount of damages is fair, just

1 and reasonable.

2 Let's talk about the life expectancy table, which was
3 spoken about in closing arguments. If you find that any
4 Plaintiff was permanent injured as a result of the
5 Defendants' actions or omissions or if you find the
6 Defendants were negligent as well as proximate causation,
7 you must then decide how, if at all, that injury will
8 affect the rest of that Plaintiff's life. A person's life
9 expectancy is determined by a life expectancy table which
10 is a part of the law of the State of South Carolina. This
11 life expectancy table is only an estimate of the probable
12 average remaining length of life that all persons in our
13 state have of a given age.

14 Now, this fact is to be considered by you, along with
15 any other facts and circumstances in evidence bearing on
16 any Plaintiff's left expectancy, including occupation,
17 habits and health at the time of the injury in deciding
18 the amount of damages to be awarded to any Plaintiff.

19 Now, Madam Forelady and ladies and gentlemen of the
20 jury, I'm required to charge you the law as I now have
21 done through these instructions given to help you guide to
22 a just and lawful verdict.. Now, whether some of these
23 instructions will apply will depend upon what you find the
24 facts to be. The fact that I have instructed you on
25 various subjects in this case, including damages must not

1 be taken by you as what you think my opinion is of what
2 the facts are or what your verdict should be. You've been
3 sworn to give both parties in this case a fair and
4 impartial trial. And when you've done so, you will have
5 complied with that oath you took and no one will have a
6 right to criticize your verdict. You must not be
7 influenced by opinions or expressions of opinion you may
8 have heard outside of the courtroom. But rather, you
9 should base your verdict only on the testimony of the
10 sworn witnesses who took that stand, along with the other
11 evidence which has come into the record. You should not
12 be swayed by caprice, passion, prejudice or improper
13 sympathy for or against any of the parties in this case.
14 Remember, you have no friends to reward or enemies to
15 punish here and both parties are entitled to a fair and
16 impartial trial at your hands.

17 Now, you may have noticed that I have read these
18 instructions to you. I've done that. I try to make as
19 frequent eye contact as I can. But I read them to you and
20 I have them typed up to give you the law as accurately as
21 possible.

22 Now, any verdict you reach must be unanimous. That
23 means all of you have to agree to it. We're down to 11,
24 that means all 11 of you have to agree.

25 Madam Forelady, it will be your duty to preside over

1 the deliberations in the jury room. And when you've
2 reached a verdict and completed the verdict form, which
3 I'm fixing to go over with you, you will knock on the door
4 and that's when we will take your verdict.

5 Now, don't begin to discuss the case when you go back
6 until you've received a copy of the verdict form as well
7 as all the exhibits. Once you've got those things, that's
8 your signal to begin deliberating. Once you begin
9 deliberating, you will deliberate until you've reached a
10 verdict, at which time, of course, you'll knock on the
11 door and we'll bring you out here to receive that.

12 Let's talk about the verdict form real quick, Madam
13 Forelady. You're the one who can write it, okay, but you
14 can't write on it until you've reached a unanimous
15 verdict. It's a simple verdict form. It's got three
16 questions on it. The first question is, do you find that
17 the Plaintiffs have proven by a preponderance of the
18 evidence that the Defendants were negligent? Yes or no.
19 If you answer no, stop deliberating, okay, and that would
20 be your verdict. If you answer yes, you move on to
21 question two.

22 Question two is, was the Defendants' negligence a
23 proximate cause of the Plaintiffs' alleged injuries,
24 slash, damages? Please mark yes or no as to each
25 Plaintiff. And then the six Plaintiffs are listed and you

1 would write the word yes or no beside each Plaintiff.

2 Question number three, if you responded yes to any
3 Plaintiff in question two, indicate the amount of actual
4 damages, if any, to be awarded to Plaintiff or Plaintiffs.
5 If you responded no in question two, please, leave space
6 blank. And on question three is when you would write in
7 any actual damages, if any, that the jury finds to be
8 appropriate in this case. If you find no damages, if you
9 responded no to question two, then you would just leave
10 that space blank. All the directions are easily read on
11 this verdict form.

12 Madam Forelady, you will certify that that's your
13 unanimous decision, sign it and you will have it.

14 So at this time, ladies and gentlemen of the jury,
15 I'm going to ask that you retire to your jury room. Once
16 you get the verdict form and the evidence, you will be
17 able to start deliberating.

18 (WHEREUPON, the jury left the courtroom at 11:41
19 a.m.)

20 THE COURT: All right. Any exceptions to the
21 charge?

22 MR. WLODARCZYK: None from the Defendants, Your
23 Honor.

24 THE COURT: Any exceptions to the charge from the
25 Plaintiffs?

1 MR. ELLIS: Not on the charge, Your Honor.

2 THE COURT: All right.

3 MR. ELLIS: We have a question about the verdict form
4 we may have missed before.

5 THE COURT: Okay.

6 MR. ELLIS: And that is that the award on damages
7 third question says actual damages instead of compensatory
8 damages or just damages.

9 THE COURT: Okay.

10 MR. ELLIS: We think that limits --

11 THE COURT: You want me to get rid of the word
12 actual?

13 MR. ELLIS: Yes, Your Honor.

14 THE COURT: Okay. I don't have a problem with that.

15 MR. RILEY: Thank you, Your Honor.

16 (WHEREUPON, Court was in recess awaiting a
17 verdict.)

18 THE COURT: We've got two questions.

19 MR. WLODARCZYK: What's the question?

20 THE COURT: The first one says, Can we have a
21 calculator? Number two, Could we get Tyrone's medical
22 bill?

23 THE WLODARCZYK: I thought they were in there.

24 THE COURT: To the extent it's not in there, do you
25 have an extra summary of it and an extra copy? Or do you

1 want me to send the clerk back in there to sift through
2 the evidence?

3 MR. REARDON: See what they have.

4 THE COURT: All right. And the third one was, they
5 said jury instruction. I told the bailiff to hand it back
6 to them to write down what they wanted to hear. And they
7 wrote down, Clarification on loss wages and pain and
8 suffering. So I'll just plan on reading the damages
9 section.

10 MR. ELLIS: You're going to read it again?

11 THE COURT: I'll read it again to them unless you
12 want me to submit it to them?

13 MR. WLODARCZYK: You can just submit it to them.

14 THE COURT: You want me to submit it to them?

15 MR. REARDON: That's fine.

16 THE COURT: Okay. Let me make sure it doesn't have
17 any writing on it.

18 All right. Y'all, here's what I plan on sending back
19 if y'all all agree. It does have a little writing on it,
20 but it's my writing. It's just to make it easier.

21 MR. WLODARCZYK: If it's just the charge, that's
22 fine.

23 THE COURT: That's the damage charge and pain and
24 suffering.

25 MR. ELLIS: Only for time, I say just send that back.

1 THE COURT: Okay. That's what I'll do.

2 That's on the record, you got that?

3 THE COURT REPORTER: Yes, sir.

4 THE COURT: And y'all are okay with me sending a
5 calculator back?

6 MR. ELLIS: Yes, sir.

7 THE COURT: And we're looking for Tyrone's medical
8 bills.

9 THE COURT: As Court Exhibit No. 2, question from
10 the jury, Can we have a calculator? All the lawyers have
11 agreed yes, correct?

12 MR. WLODARCZYK: Yes.

13 MR. ELLIS: Yes.

14 MR. REARDON: Yes.

15 MR. RILEY: Yes.

16 THE COURT: As to question number two, Could we get
17 Tyrone's medical bills? It's my understanding, and
18 everybody agrees, that that document was either submitted
19 or been lost in the shuffle or something, but there was
20 testimony about it. And there is a summary board that was
21 used in cross-examination. It's my understanding the
22 lawyers have consented that the summary board go back to
23 the jury room.

24 Is that correct, Mr. Wlodarczyk?

25 MR. WLODARCZYK: Yes, sir.

1 THE COURT: All right. Thank you.

2 And the last question is they wanted to receive the
3 jury instruction with clarification of lost wages and pain
4 and suffering. Y'all have agreed for me to send back my
5 damages charge as well as my pain and suffering charge.

6 Is that correct, Mr. Wlodarczyk?

7 MR. WLODARCZYK: Yes, sir.

8 THE COURT: That's correct as well from the
9 Plaintiffs?

10 MR. ELLIS: Yes, sir.

11 MR. RILEY: Yes, sir.

12 MR. REARDON: Yes, sir.

13 THE COURT: All right. Sounds good.

14 All right. We'll be in recess.

15 (WHEREUPON, Court's Exhibit Nos. 2 and 3 were
16 marked for identification.)

17 (WHEREUPON, Court was in recess awaiting a
18 verdict.)

19 (WHEREUPON, Plaintiff's Exhibit No. 17 was
20 admitted into evidence.)

21 THE COURT: All right. Let's bring the jury in.

22 (WHEREUPON, the jury returned to the courtroom
23 at 1:49 p.m.)

24 THE BAILIFF: Your Honor, the jury is present.

25 THE COURT: All right. Thank you.

21 Was the Defendants' negligence a proximate cause of,
22 the Plaintiffs' alleged injuries or damages? As to
23 Plaintiff Linda Estrada, yes. As to Plaintiff George
24 Estrada, yes. As to Plaintiff Carletta Williams, yes. As
25 to Plaintiff Cristian Reyes, no. As to Plaintiff Khalilah

1 Smith, yes. As to Plaintiff Tyrone Ruff, yes.

2 The amount of damages for Plaintiff Linda Estrada,
3 \$60,818.32. Plaintiff George Estrada -- I'm having an
4 issue --

5 THE COURT: Let me see. Forty-seven.

6 THE CLERK: \$47,684.39, Plaintiff Carletta Williams
7 \$8,683, Plaintiff Cristian Reyes, zero. Plaintiff
8 Khalilah Smith, \$9,452.02, Plaintiff Tyrone Ruff, \$17,104.

9 Is this your verdict?

10 PROSPECTIVE JUROR: Yes, it is.

11 THE CLERK: Thank you.

12 THE COURT: All right. Ladies and gentlemen of the
13 jury, thank you so much for your jury service, both for
14 the State of South Carolina and on behalf of Richland
15 County. Your jury service in this case is now ended and
16 your jury service for the week, I believe, is ended as
17 well.

18 Is that correct, Madam Clerk?

19 THE CLERK: If you would just go downstairs just to
20 make sure and turn in your badges.

21 THE COURT: Yeah, I don't want to step on anybody's
22 toes here. I'm a visiting judge. Go on downstairs and
23 let the jury coordinator tell you what to do, but as far
24 as I'm concerned, you're done. Thank you so much.

25 (WHEREUPON, the jury left the courtroom at 1:54

1 p.m.)

2 THE COURT: All right. I will give 10 days for any
3 post-trial motions.

4 Anything else for the record in the case?

5 MR. ELLIS: Nothing from the Plaintiffs, Your Honor.

6 MR. WLODARCZYK: Nothing, Your Honor.

7 THE COURT: All right. Thank you very much. Good
8 luck. Been a pleasure trying the case with you.

9 *****END OF PROCEEDINGS*****
10
11
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21

22 CERTIFICATE OF REPORTER
23
24

25 STATE OF SOUTH CAROLINA)

1 COUNTY OF AIKEN)

2
3 I, PENNY M. JOHNSON, Official Court Reporter for the
4 Second Judicial Circuit of the State of South Carolina, do
5 hereby certify that the foregoing is a true, accurate, and
6 complete Transcript of Record of the proceedings had and the
7 evidence introduced in the trial of the captioned case,
8 relative to appeal, in Court of Common Pleas for Richland
9 County, South Carolina, on the 5th through 7th of April,
10 2016.

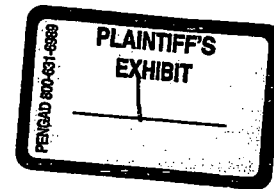
11 I do further certify that I am neither of kin, counsel,
12 nor interest to any party hereto.

13
14 August 28, 2016

15
16
17 Penny M. Johnson

18 Penny M. Johnson Court Reporter

19 My Commission Expires: 06/16/2018
20
21
22
23
24
25



MEDICAL BILLS-LINDA ESTRADA

<u>Medical Facility</u>	<u>Cost</u>
EMS	\$592.31
Palmetto Emergency Physicians	198.01
Palmetto RMH	1,435.00
Pitts	57.00
Medcare	576.00
Healthsource	3,828.00
USC Sports Medicine	<u>4,132.00</u>
 TOTAL	 \$10,818.32

Richland County EMS

PO BOX 863
LEWISVILLE, NC 27023-0863
1-800-814-5339
www.emsbilling.info

Patient name: ESTRADA, LINDA**Run Number:** 14-320407**Date of call:** 4/5/2014

LINDA ESTRADA
9 SHERBROOK CT
COLUMBIA, SC 29223

From: 108 CASBEL CT
108 CASBEL CT
HOPKINS, SC 29061

To: PALMETTO HEALTH RICHLAND MEMORI
5 RICHLAND MEDICAL PARK DR
COLUMBIA, SC 292036863

Primary payer: BILL PATIENT**Secondary payer:**

Description	Payer	Check #	Quantity	Unit Price	Payment Date	Amount
BLS Emerg In Co xport - RICH			1	\$510.50		\$510.50
Mileage - RICH			11.3	\$7.24		\$81.81

PLEASE PAY THIS AMOUNT**\$592.31**

DETACH ALONG LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.

Patient name: ESTRADA, LINDA**Run Number:** 14-320407**Current date:** 4/30/2014**AMOUNT
ENCLOSED:**

\$

Due on: 05/14/2014

REMIT TO: Richland County EMS
PO BOX 863
LEWISVILLE, NC 27023-0863

Federal Tax ID: 57-6000398**Incident Number:** 001050100**528**

DETAIL ACCOUNT PRINT OUT
USER-ID.:5728
INITIALS.:TY
06/26/2014

PALMETTO HEALTH-EMERG PHYS-RICHLAND
PO BOX 402150
ATLANTA, GA 303842150
(866)253-8895

***** 0064110237 *****

ACTUAL DTE OF SERV: 04/05/2014

NAME * LINDA L ESTRADA
R-PARTY * LINDA L ESTRADA
ADDRESS * 9 SHERBROOK COURT
* COLUMBIA, SC 29223

BDOS.....: 04/16/2014
DOB.....: 99/99/9999
RP PHONE.: (803)800-8075

FAC 0850 * PALMETTO HEALTH RICHLAND
DOCTOR * JOSEPH S MYSLINSKI, MD
TAX ID * 582296052

EMERGENCY DEPARTMENT

PT SSN: XXX-XX-XXXX
RP SSN: XXX-XX-XXXX

* NEXT BILLING DATE 6/30/2014
* FINANCIAL CLASS 0044 INSURANCE PAYMENT - BALANCE CYCLE # 02

*
*
*

* SECONDARY INS.:00000000 0000
* REQUESTED:
* POLICY NUMBER :

FILED:

DIAGNOSIS * XXX.XX XXX.XX

TIME IN * 1:46 TIME OUT * 4:10 SENT HOME
CHRT LOC * MED REC NUMB :000702450

SEQ	ADOS	TYPE PROC	AMOUNT
			198.01

04-25-14;03:23PM;

;803-296-7950

4/ 5

**PALMETTO HEALTH
RICHLAND**299 Graystone Blvd.
Columbia, SC 29210**ITEMIZED STATEMENT
OF CHARGES**

TYPE OF BILL	DATE OF BILL	PAGE NO.

PATIENT NAME	PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAYS
LINDA LEE ESTRADA	1409500065	F	45Y	04/05/14	04/05/14	

DESCRIPTION	PLAN CODE	ORDER NO.	QTY.	UNIT PRICE	TOTAL CHARGES
0320 DX X-RAY					688.00
0450 EMERGENCY ROOM					730.00
0637 SELF ADMINISTERED DRUGS					17.00

1435.00

PITTS RADIOLOGY

866-481-7572



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My Account

Current Activity

History

Your Responsibility

Date	CPT-MOD	Service Description	Amount
04/05/2014		Radiology Diagnostic	\$28.00
04/05/2014		Radiology Diagnostic	29.00

Insurance Pending

Medcare Urgent Care Center Spring Valley

1850 Sam Rittenberg Blvd, Suite B
Charleston, SC 29407-4936

506

Linda L Estrada
9 Sherbrook Court
COLUMBIA, SC 29223

Visit Date: 04/12/2014
Visit ID: 205711
Patient: Linda
Location: Medcare Urgent Care Center Spring Valley
Physician: Kays Kaysi, MD

72100 X-Ray: L-Spine 2 or 3 Views	\$110.00
99051 MED SERV, EVE/WKEND/HOLIDAY	\$40.00
99204 New Visit Moderate	\$245.00
Z9800 Discharge	\$0.00
REFERRAL: Referral Appointment Needed	\$0.00
73080 X-Ray: Elbow minimum 3 Views	\$87.00
73030 X-Ray: Shoulder	\$94.00

IF PAYING BY CREDIT CARD FILL OUT BELOW

☐ MASTERCARD ☐ VISA ☐ AMEX ☐ DISCOVER	
CARD NUMBER	EXP. DATE
SIGNATURE	CVS CODE
STATEMENT DATE 5/4/2014	ACCT# 130110
AMOUNT PAID	

Medcare Urgent Care Center Spring Valley
1850 Sam Rittenberg Blvd, Suite B
Charleston, SC 29407-4936

Account Ledger

1350

4/17/2014 - 6/9/2014

LINDA L ESTRADA
9 SHERBROOK COURT
COLUMBIA, SC 29223

HEALTHSOURCE OF NORTHEAST
COLUMBIA

715 FASHION DR. STE 3
COLUMBIA, SC 29229
(803)217-3325

Date of Service	Qty	CPT Code	Description	Unit Amount	Total	Paid
04/17/2014	1	99203	MODERATE EXAM NP	110.00	110.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/17/2014	1	72040	CERVICAL 2OR 3 VIEWS	80.00	80.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/17/2014	1	72100	LUMBOSACRAL 2 OR 3 VIEWS	100.00	100.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97035	ULTRASOUND	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/22/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/22/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/22/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00

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Page No: 1 of 8

533

	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/22/2014	1	97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/22/2014	1	97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/24/2014	1	98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
04/24/2014	1	97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/24/2014	1	97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/24/2014	1	97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/24/2014	1	97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/28/2014	1	98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
04/28/2014	1	97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/28/2014	1	97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/28/2014	1	97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
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	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
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04/29/2014	1	98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
04/29/2014	1	97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00

	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/29/2014		1 97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/29/2014		1 97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/29/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/01/2014		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014		1 97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014		1 97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/05/2014		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014		1 97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014		1 97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/06/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00

05/06/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/06/2014		1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00		
05/06/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/06/2014		1 97010	HOT/COLD PACK	20.00	20.00	0.00		
05/06/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/06/2014		1 97035	ULTRASOUND	25.00	25.00	0.00		
05/06/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/06/2014		1 97012	TRACTION C/L-T	25.00	25.00	0.00		
05/08/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/08/2014		1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00		
05/08/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.3	SOMAT DYSFUNC LUMBAR REG			
		2. 739.2	SOMAT DYSFUNC THORAC REG	4. 739.4	SOMAT DYSFUNC SACRAL REG			
05/08/2014		1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00		
05/08/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/08/2014		1 97010	HOT/COLD PACK	20.00	20.00	0.00		
05/08/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/08/2014		1 97035	ULTRASOUND	25.00	25.00	0.00		
05/08/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/08/2014		1 97012	TRACTION C/L-T	25.00	25.00	0.00		
05/12/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/12/2014		1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00		
05/12/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.3	SOMAT DYSFUNC LUMBAR REG			
		2. 739.2	SOMAT DYSFUNC THORAC REG	4. 739.4	SOMAT DYSFUNC SACRAL REG			
05/12/2014		1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00		
05/12/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/12/2014		1 97010	HOT/COLD PACK	20.00	20.00	0.00		
05/12/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/12/2014		1 97035	ULTRASOUND	25.00	25.00	0.00		
05/12/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/12/2014		1 97012	TRACTION C/L-T	25.00	25.00	0.00		

	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/13/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/13/2014		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/13/2014		1 97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/13/2014		1 97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/13/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/15/2014		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/15/2014		1 97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/15/2014		1 97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/15/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/19/2014		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/19/2014		1 97010	HOT/COLD PACK			20.00	20.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/19/2014		1 97035	ULTRASOUND			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/19/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/20/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00

05/20/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/20/2014		1 97140	MANUAL THERAPY			46.00	46.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/20/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/20/2014		2 97110	THER-EX			45.00	90.00	0.00
	Diagnosis	1. 846.0	SPRAIN LUMBOSACRAL	3. 719.58	JT STIFFNESS NEC-OTH JT			
		2. 724.6	DISORDERS OF SACRUM	4. 739.3	SOMAT DYSFUNC LUMBAR REG			
05/22/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.4	SOMAT DYSFUNC SACRAL REG			
		2. 739.3	SOMAT DYSFUNC LUMBAR REG	4. .				
05/22/2014		1 97140	MANUAL THERAPY			46.00	46.00	0.00
	Diagnosis	1. 728.85	SPASM OF MUSCLE	3. .				
		2. 739.2	SOMAT DYSFUNC THORAC REG	4. .				
05/22/2014		2 97110	THER-EX			45.00	90.00	0.00
	Diagnosis	1. 846.0	SPRAIN LUMBOSACRAL	3. 719.58	JT STIFFNESS NEC-OTH JT			
		2. 724.6	DISORDERS OF SACRUM	4. 739.3	SOMAT DYSFUNC LUMBAR REG			
05/22/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/27/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/27/2014		1 97140	MANUAL THERAPY			46.00	46.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/27/2014		2 97110	THER-EX			45.00	90.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/27/2014		1 97012	TRACTION C/L-T			25.00	25.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/29/2014		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/29/2014		1 97140	MANUAL THERAPY			46.00	46.00	0.00
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/29/2014		2 97110	THER-EX			45.00	90.00	0.00

Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
05/29/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/02/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.4	SOMAT DYSFUNC SACRAL REG	
	2. 739.3	SOMAT DYSFUNC LUMBAR REG	4. .		
06/02/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00
Diagnosis	1. 728.85	SPASM OF MUSCLE	3. .		
	2. 739.2	SOMAT DYSFUNC THORAC REG	4. .		
06/02/2014	2 97110	THER-EX	45.00	90.00	0.00
Diagnosis	1. 846.0	SPRAIN LUMBOSACRAL	3. 719.58	JT STIFFNESS NEC-OTH JT	
	2. 724.6	DISORDERS OF SACRUM	4. 739.3	SOMAT DYSFUNC LUMBAR REG	
06/02/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/03/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/03/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/03/2014	2 97110	THER-EX	45.00	90.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/03/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/05/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/05/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/05/2014	2 97110	THER-EX	45.00	90.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/05/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/09/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00

	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
06/09/2014	1	99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
06/09/2014	1	97140	MANUAL THERAPY	46.00	46.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
06/09/2014	1	97110	THER-EX	45.00	45.00	0.00		
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
06/09/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
06/09/2014	1	MEDIC	MEDICAL RECORDS	50.00	50.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
Grand Totals				3,828.00	0.00			
				Patient Payments	0.00			
				Primary Payments	0.00			
				Secondary Payments	0.00			

STATEMENT OF ACCOUNT
 From: 04/05/14 To: 10/22/14
 USC ORTHOPAEDIC
 SUITE 404
 2 MEDICAL PARK
 COLUMBIA SC 29203-6875

Page 1

Amount 19980

Balance Due \$ 896.34

Business Phone 803-434-6812
 Registration Phone

Statement Date 10/22/14
 Federal ID No. 578962467

- - Patient Name - -
 LINDA L ESTRADA

- - Misc Remarks - -

MC 10 LINDA L ESTRADA
 FC 9 SHIMMERBROOK COURT
 MU 42 COLUMBIA SC 29223

Date	Patient	Code	PL Mode	Description Diag	Doctor	Amount
05/15/14	LINDA	99203	11	OFFICE/OUTPATIENT 719.42 VISIT NEW	WESTERHAM	407.00
05/15/14	LINDA	72070	11 RT	DX 719.42 X-RAY EXAM OF EL 719.42	WESTERHAM	167.00
06/02/14	LINDA	98909	11	MRV CNDJ TST 5-6 354.2 STUDIES	WESTERHAM	571.00
06/02/14	LINDA	98886	11	DX 354.2 MRV CNDJ TST 5-6 354.2	WESTERHAM	345.00
06/02/14	LINDA	76882	11 LT	TRMT COMP DX 354.2	WESTERHAM	136.00
06/02/14	LINDA	76882	11 LT	TRM KTM NON VASC 354.2	WESTERHAM	136.00
08/10/14	LINDA	73221	11 TCKT	MASTER MRI JOINT UPK 354.2 EXTREM N/O DYE	MRI	682.00
08/25/14	LINDA	99213	11	OFFICE/OUTPATIENT 719.42 VISIT EST	WESTERHAM	276.00
08/13/14	LINDA	99214	11	OFFICE/OUTPATIENT 729.5 VISIT EST	WESTERHAM	488.00
09/10/14	LINDA	73566	11 RT	DX 729.5 X-RAY EXAM KNEE 719.46	MARQUE MD	163.00
09/10/14	LINDA	99213	11	OP MORE DX 719.46 RIGHT SIDE	MARQUE MD	276.00
09/12/14	LINDA	99213	11 4b	OFFICE/OUTPATIENT 719.42 VISIT EST	MARQUE MD	276.00
09/12/14	LINDA	20610	11 RT	BRNEN/INJECT JOY 719.42 BUNHA	MARQUE MD	228.00
09/12/14	LINDA	71040	11	DX 719.42 RIGHT SIDE METHYLPREDNISOLONE 719.42	MARQUE MD	22.00
10/08/14	LINDA	99213	11	80 MG LNJ DX 719.42 OFFICE/OUTPATIENT 729.4 VISIT EST	MARQUE MD	276.00

Total
 Listed
 Debits
 4132.00



MEDICAL BILLS-GEORGE ESTRADA

<u>Medical Facility</u>	<u>Cost</u>
EMS	\$597.38
Palmetto Emergency Physicians	198.01
Palmetto RMH	1,470.00
Richland Radiology	60.00
Healthsource	<u>5359.00</u>
 TOTAL	 \$7,684.39

MEDICAL BILLS-GEORGE ESTRADA

<u>Medical Facility</u>	<u>Cost</u>
EMS	\$597.38
Palmetto Emergency Physicians	198.01
Palmetto RMH	1,470.00
Richland Radiology	60.00
Healthsource	<u>5359.00</u>
 TOTAL	 \$7,684.39



PAYMENT REQUEST

Richland County EMS
Remittance Address
PO BOX 863
LEWISVILLE NC 27023-0863
(800) 814-5339

Pay your bill now by going to:
www.emsbilling.info

ACCOUNT DETAILS

Run #: 14-320406 Date of Service: 04/05/2014
Patient Name: GEORGE ESTRADA

To: PALMETTO HEALTH RICHLAND MEMORIAL
HOSPITAL

From: 108 CASBEL CT
COLUMBIA, SC 29209

Total Charges:

\$597.38

PLEASE PAY
THIS AMOUNT

Description	Qty	Price	Allowance
BLS Emerg In Co xport - RICH	1	\$510.50	\$510.50
Mileage - RICH	12.0	\$7.24	\$86.88

0724PMT 7

DETAIL ACCOUNT PRINT OUT
 USER-ID.: 5728
 INITIALS.: TY
 06/26/2014

PALMETTO HEALTH-EMERG PHYS-RICHLAND
 PO BOX 402150
 ATLANTA, GA 303842150
 (866)253-8895

***** 0064110409 *****

ACTUAL DTE OF SERV: 04/05/2014

CHRT LOC	ADOS	TYPE	PROC	AMOUNT	DIAG	DESC
1	04/05/2014	0101	99283	198.01	XXX.XX	EMERGENCY DEPT VISIT
2	04/05/2014	5008	X0000		XXX.XX	INCOMPLETE PHYSICIAN
3	04/05/2014	5008	X0000		XXX.XX	INCOMPLETE PHYSICIAN
4	04/05/2014	5008	G9225		XXX.XX	FOOT EXAM PHYSICIAN

04-25-14;03:21PM;

;803-298-7850

4/ 4

**PALMETTO HEALTH
RICHLAND**293 Graystone Blvd.
Columbia, SC 29210**ITEMIZED STATEMENT
OF CHARGES**

TYPE OF BILL	DATE OF BILL	PAGE NO.

PATIENT NAME	PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAYS
GEORGE ESTRADA	1409500068	M	61 Y	04/05/14	04/05/14	14

REARANTOR NAME AND ADDRESS	29223	FOR PATIENT INFORMATION ONLY ALL BENEFITS ASSIGNED TO PALMETTO HEALTH RICHLAND FOR QUESTIONS CALL (803) 298-5068 or 1-800-843-7711
GEORGE ESTRADA 9 SHERBROOK CT COLUMBIA SC		

DATE	ITEM NO.	DESCRIPTION	UNIT PRICE	QTY	TOTAL CHARGES
	0320	DX X-RAY			740.00
	0450	EMERGENCY ROOM			730.00
		TOTAL CHARGES			1470.00



[Online Bill Pay](#) [Update Insurance Info](#) [My Account](#)

My Account

Current Activity | **History**

Your Responsibility

Your Balance: \$60.00

Date	CPT-MOD	Service Description	Amount	Insurance Payments	Adjustments	Previous Payments	Balance Due
04/05/2014		Radiology Diagnostic	\$28.00	0.00	0.00	0.00	\$28.00
04/05/2014		Radiology Diagnostic	32.00	0.00	0.00	0.00	32.00
Totals:			\$60.00	0.00	0.00	0.00	\$60.00

[Click to Pay](#)

Insurance Pending

Date	CPT-MOD	Service Description	Amount	Insurance Payments	Adjustments	Previous Payments	Balance Due
Totals:							

[Printer Friendly Statement](#)

*Please check history tab for previous balance resolution



We employ 128 bit encryption using an SSL certificate to ensure your information remains confidential.

Account Ledger

HEALTHSOURCE OF NORTHEAST
COLUMBIA
131 PROFESSIONAL PARK RD
COLUMBIA, SC 29229
(803)217-3325

Account # 1351 Date Range 4/17/2014 - 1/15/2015

GEORGE F ESTRADA
9 SHERBROOK COURT
COLUMBIA, SC 29223

Date of Service	Qty	CPT Code	Description	Unit Amount	Total	Paid	Adj	Balance
04/17/2014	1	99203	MODERATE EXAM NP	110.00	110.00	0.00	0.00	110.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/17/2014	1	72040	CERVICAL 2OR 3 VIEWS	80.00	80.00	0.00	0.00	80.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/17/2014	1	72100	LUMBOSACRAL 2 OR 3 VIEWS	100.00	100.00	0.00	0.00	100.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/21/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
Diagnosis	1.	739.3	Nonallopathic lesions, lumbar region	3.	739.1	Nonallopathic lesions, cervical region		
	2.	739.4	Nonallopathic lesions, sacral region	4.	739.2	Nonallopathic lesions, thoracic region		
04/21/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/21/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/21/2014	1	97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/21/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/22/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
Diagnosis	1.	739.3	Nonallopathic lesions, lumbar region	3.	739.1	Nonallopathic lesions, cervical region		
	2.	739.4	Nonallopathic lesions, sacral region	4.	739.2	Nonallopathic lesions, thoracic region		
04/22/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
Diagnosis	1.	846.0	Sprain of lumbosacral (joint) (ligament)	3.	719.58	Stiffness of joint, not elsewhere classified, other specific		
	2.	724.6	Disorders of sacrum	4.	724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
04/22/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00

Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/22/2014	1 97035	ULTRASOUND	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/22/2014	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/24/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallographic lesions, lumbar region	3. 739.1	Nonallographic lesions, cervical region
	2. 739.4	Nonallographic lesions, sacral region	4. 739.2	Nonallographic lesions, thoracic region
04/24/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/24/2014	1 97010	HOT/COLD PACK	20.00	20.00 0.00 0.00 20.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/24/2014	1 97035	ULTRASOUND	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/24/2014	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/28/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallographic lesions, lumbar region	3. 739.1	Nonallographic lesions, cervical region
	2. 739.4	Nonallographic lesions, sacral region	4. 739.2	Nonallographic lesions, thoracic region
04/28/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/28/2014	1 97010	HOT/COLD PACK	20.00	20.00 0.00 0.00 20.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif
04/28/2014	1 97035	ULTRASOUND	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallographic lesions, cervical region
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle
04/28/2014	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallographic lesions, cervical region
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle
04/29/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00

Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
04/29/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
04/29/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
04/29/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
04/29/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/01/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
05/01/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/01/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/01/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/01/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/05/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
05/05/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/05/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/05/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00	

Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/05/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/06/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1, 739.3	Nonallographic lesions, lumbar region	3, 739.1	Nonallographic lesions, cervical region				
	2, 739.4	Nonallographic lesions, sacral region	4, 739.2	Nonallographic lesions, thoracic region				
05/06/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/06/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/06/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/06/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/08/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1, 739.3	Nonallographic lesions, lumbar region	3, 739.1	Nonallographic lesions, cervical region				
	2, 739.4	Nonallographic lesions, sacral region	4, 739.2	Nonallographic lesions, thoracic region				
05/08/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/08/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/08/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/08/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/12/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1, 739.3	Nonallographic lesions, lumbar region	3, 739.1	Nonallographic lesions, cervical region				
	2, 739.4	Nonallographic lesions, sacral region	4, 739.2	Nonallographic lesions, thoracic region				
05/12/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	

Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/12/2014	1 97010	HOT/COLD PACK	20.00	20.00 0.00 0.00 20.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/12/2014	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/13/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region
05/13/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/13/2014	1 97010	HOT/COLD PACK	20.00	20.00 0.00 0.00 20.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/13/2014	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/19/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region
05/19/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/19/2014	1 97010	HOT/COLD PACK	20.00	20.00 0.00 0.00 20.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci
05/19/2014	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle
05/20/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region
	2. 739.4	Nonallopathic lesions, sacral region	4.	
05/20/2014	1 97140	MANUAL THERAPY	46.00	46.00 0.00 0.00 46.00
Diagnosis	1. 728.85	Spasm of muscle	3.	
	2. 739.2	Nonallopathic lesions, thoracic region	4.	
05/20/2014	1 97110	THER-EX	45.00	45.00 0.00 0.00 45.00

Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/20/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/20/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/22/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
05/22/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
05/22/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/22/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/22/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
05/27/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/29/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	

Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
05/29/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
05/29/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
05/29/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
05/29/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/02/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
06/02/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/02/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/02/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/02/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/03/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
06/03/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/03/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/03/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	

Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/03/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/05/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallographic lesions, lumbar region	3. 739.1	Nonallographic lesions, cervical region				
	2. 739.4	Nonallographic lesions, sacral region	4.					
06/05/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/05/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/05/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/05/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/09/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallographic lesions, lumbar region	3. 739.1	Nonallographic lesions, cervical region				
	2. 739.4	Nonallographic lesions, sacral region	4.					
06/09/2014	1 99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00	0.00	60.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/09/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallographic lesions, thoracic region	4.					
06/09/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/09/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
06/09/2014	1 MEDIC	MEDICAL RECORDS	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci				
11/10/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	

Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
11/10/2014	1 99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00	0.00	60.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/10/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/10/2014	1 97010	HOT/COLD PACK	10.00	10.00	0.00	0.00	10.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/11/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region				
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/11/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/11/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/11/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/13/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region				
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/13/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/13/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/13/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/17/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region				
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/17/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	

Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/17/2014	1 97110	THER-EX		45.00	45.00	0.00	0.00	45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/17/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58					
	2. 724.6	Disorders of sacrum	4. 724.4					
11/18/2014	1 98941	CMT (3-4) SPINAL		50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4					
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/18/2014	1 97140	MANUAL THERAPY		46.00	46.00	0.00	0.00	46.00
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/18/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58					
	2. 724.6	Disorders of sacrum	4. 724.4					
11/24/2014	1 98941	CMT (3-4) SPINAL		50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4					
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/24/2014	1 97140	MANUAL THERAPY		46.00	46.00	0.00	0.00	46.00
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/24/2014	1 97110	THER-EX		45.00	45.00	0.00	0.00	45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/24/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58					
	2. 724.6	Disorders of sacrum	4. 724.4					
11/25/2014	1 98941	CMT (3-4) SPINAL		50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4					
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/25/2014	1 97140	MANUAL THERAPY		46.00	46.00	0.00	0.00	46.00
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/25/2014	1 97110	THER-EX		45.00	45.00	0.00	0.00	45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/25/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00

HEALTHSOURCE OF NORTHEAST COLUMBIA 131 PROFESSIONAL PARK RD, COLUMBIA, SC 29229

Tel: (803)217-3326

Patient: GEORGE F ESTRADA 9 SHERBROOK COURT, COLUMBIA, SC

Acct No: 1351

Dates: 4/17/2014 - 1/15/2015

	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific		
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
01/06/2015	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00 50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region		
		2. 739.4	Nonallopathic lesions, sacral region	4.			
01/06/2015	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00 46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.			
		2. 739.2	Nonallopathic lesions, thoracic region	4.			
01/06/2015	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00 25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific		
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
01/08/2015	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00 50.00
	Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region		
		2. 739.3	Nonallopathic lesions, lumbar region	4.			
01/08/2015	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00 46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.			
		2. 739.2	Nonallopathic lesions, thoracic region	4.			
01/08/2015	1	97110	THER-EX	45.00	45.00	0.00	0.00 45.00
	Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.			
		2. 728.85	Spasm of muscle	4.			
01/08/2015	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00 25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific		
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified		
01/12/2015	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00 50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region		
		2. 739.4	Nonallopathic lesions, sacral region	4.			
01/12/2015	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00 46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.			
		2. 739.2	Nonallopathic lesions, thoracic region	4.			
01/12/2015	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00 25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific		
		2. 724.6	Disorders of sacrum	4.			
01/13/2015	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00 50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region		
		2. 739.4	Nonallopathic lesions, sacral region	4.			
01/13/2015	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00 46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.			
		2. 739.2	Nonallopathic lesions, thoracic region	4.			
01/13/2015	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00 25.00

	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif			
		2. 724.6	Disorders of sacrum	4.				
01/15/2015	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
		2. 739.4	Nonallopathic lesions, sacral region	4.				
01/15/2015	1	99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00	0.00	60.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci			
01/15/2015	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.				
		2. 739.2	Nonallopathic lesions, thoracic region	4.				
01/15/2015	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspeci			
Grand Totals				5,359.00	0.00	0.00	0.00	5,359.00
				Patient Payments	0.00			
				Primary Payments	0.00			
				Secondary Payments	0.00			



MEDICAL BILLS – CRISTIAN REYES

<u>Medical Provider</u>	<u>Bills</u>
Palmetto Health Richland	\$1,277.00
Palmetto Health Emergency	\$198.01
Professional Pathology	\$10.00
HealthSource	\$2,610.00
TOTAL MEDICALS	\$4,095.01

PROFESSIONAL PATHOLOGY SVCS,P
5700 SOUTHWYCK BLVD
TOLEDO,OH 43614-1509

PAGE 1

PATIENT NAME	
CRISTIAN REYES	
ACCOUNT NUMBER	STATEMENT DATE
[REDACTED]	4/14/14
AMOUNT DUE	AMOUNT PAID
10.00	

|||||
CRISTIAN REYES 3-276
[REDACTED] Maybank St
Columbia SC 29204-2860

REMIT TO-
PROFESSIONAL PATHOLOGY SVCS
5700 SOUTHWYCK BLVD
TOLEDO,OH 43614-1509

BILLING QUESTIONS? CALL 1-800/678-1861
9AM-7PM EASTERN
CLIENT ACCT# - R1409500074 /PSCR
PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

DATE	CPT/MODIFIERS	DESCRIPTION	AMOUNT
4/05/14	81001 26	URINALYSIS	10.00
		** TOTAL CHARGES **	10.00
OUR RECORDS INDICATE THAT YOU DO NOT HAVE INSURANCE COVERAGE. IF THIS IS AN ERROR, PLEASE CONTACT OUR OFFICE WITH YOUR INSURANCE INFORMATION. THANK YOU.			
KEEP THIS STATEMENT FOR INCOME TAX RECORDS			
ACCOUNT NUMBER	DATE OF STATEMENT	AMOUNT PAID	AMOUNT DUE
[REDACTED]	4/14/14	PAYMENTS AFTER THIS DATE WILL APPEAR ON YOUR NEXT STATEMENT	10.00
PATIENT NAME			
CRISTIAN REYES			

PROFESSIONAL PATHOLOGY SVCS,PC
5700 SOUTHWYCK BLVD
TOLEDO,OH 43614-1509

OUTPATIENT 4/05/14
INSURANCE# 221862848 FC01
PHYSICIAN PAUL L GUERRY III MD
DIAGNOSIS V726.0
REF. PHYS. RIDLEY,STEPHEN F

ID NO. 01-0678285

FOR PROFESSIONAL PATHOLOGY SERVICES RENDERED AT PALMETTO HEALTH RICHLAND HO

SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

561



Dear Cristian Reyes:

Your account with Palmetto Health has been assigned to our self pay department for follow up. We are contacting you at this time because your insurance company has processed your claim and the current balance on this account is your responsibility or, we are unaware of any insurance coverage or payment arrangements that may have been made to resolve this balance.

As the self pay department of Palmetto Health, we want to work with you toward the successful resolution of this balance. If you are unable to pay this balance in full, please contact us at (803) 296-7900 or 1-800-499-5962 to obtain additional information on your account, to establish a payment plan, or to make a payment using your debit or credit card.

Thank You,
Patient Representative
Palmetto Health
(803) 296-7900
BD66

► ACCOUNT SUMMARY

Statement Date: 04/23/14
Service Date(s): 04/05/2014 - 04/05/2014
Account Number: [REDACTED]
Account Balance: \$1,021.60

► INSURANCE INFORMATION

Contact us if any of this information is incorrect. Please note only primary and secondary insurances are listed on this statement.

PRIMARY

Insurance: SELF PAY 20
Name of Insured: CRISTIAN REYES
ID Number: [REDACTED]

SECONDARY

Insurance:
Name of Insured:
ID Number:

Para Asistencia en Español llamar a 800-499-5962

PALMETTO HEALTH
293 Greystone Blvd
First Floor
Columbia, SC 29210 B

STATEMENT DATE: 04/23/14

PAGE: 1 of 1

*

CRISTIAN REYES
[REDACTED] MAYBANK ST
COLUMBIA SC 29204-2860

☐ Please check box if address is incorrect or insurance information has changed and indicate change(s) on reverse side.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
☐ AMERICAN EXPRESS	☐ DISCOVER	☐ MasterCard
☐ VISA		
CARD NUMBER	EXP. DATE	
FULL NAME (Please Print)	CCV CODE	
SIGNATURE		
PATIENT NAME AND ACCOUNT NUMBER		DATES OF SERVICE
CRISTIAN REYES - [REDACTED]		04/05/2014 - 04/05/2014
ACCOUNT BALANCE	TOTAL CHARGES	AMOUNT PAID
\$1,021.60	\$1,277.00	\$

REMIT TO
PALMETTO HEALTH RICHLAND
C/O PAYMENT PROCESSING
PO BOX 402111
ATLANTA, GA 30384-2111

R04232014R140950007400001021606

562

PALMETTO HEALTH-EMERG PHYS-RICHLAND

Thank you for choosing PALMETTO
HEALTH-EMERG PHYS-RICHLAND for your
health care needs.

Page

Statement Date:
Responsible Party:
Account Number:
Due Date:

5/2
CRISTIAN REYES
Upon Receipt

Summary of Account

Total Charges	\$ 198.01
Insurance Payments	\$ 0.00
Insurance Adjustments	\$ 0.00
Patient Payments	\$ 0.00
Account Adjustments	\$ 0.00
AMOUNT YOU OWE	\$ 198.01

Your payment is appreciated! Please see the following
page for transaction details.

REQUEST FOR PAYMENT

Important Message :-

Your account still has an outstanding balance. Please make
payment immediately to avoid further collection activity.
Thank you for your prompt attention.

Su cuenta refleja un balance pendiente. Por favor envíe su
pago para evitar futuras facturas. Apreciamos su pronta
atención.

Payment, Insurance, & Billing Information

Accept payment by check or money order.
Reference the stub for pay address and other
information.

At www.peryourhealth.com to update your
name, address, view your account, or send a
message to our billing office.

064110217 Access key: 62H336

At the billing office, please call
1-800-955-1955

8:00 AM-5:00 PM EST
Atención en Español llame al numero de

PALMETTO HEALTH-EMERG
P.O. BOX 4771 PHYS-RICHLAND
JACKSONVILLE

Temp - Re requested

JAX*0850*0

200325 54199

CRISTIAN

MAY

COLUMBIA

Pay By Mail

-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
[REDACTED]		CRISTIAN REYES	
Statement Date	Amount Due	Due Date	Amount Paid
5/21/14	\$ 198.01		

For your protection: Do not include the credit card information in the mail.
Make CHECK payable and remit to:

PALMETTO HEALTH-EMERG PHYS-RICHLAND
PO BOX 402150
ATLANTA, GA 30384-2150

564

MEDICAL BILLS - CARLETTA WILLIAMS

<u>Medical Facility</u>	<u>Costs</u>
Palmetto Health Baptist	\$772.00
Midlands Health Center	\$2,911.00
TOTAL MEDICALS	\$3,683.00



303 296 2525

03:42:03 p.m. 07-14-2014

416



**ITEMIZED STATEMENT
OF CHARGES**

TYPE OF BILL	DATE OF BILL	PAGE NO.

COLUMBIA, SC 29210		PATIENT NAME		PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAY
CARLETTA RAHMEICA WILLIAMS		1409500064	F	30Y	04/05/14	04/05/14			
INSURANCE COMPANY NAME		GROUP NUMBER	POLICY NUMBER		PLEASE RETAIN FOR YOUR RECORDS				
190403 BLUE CHOICE MEDICAID		1864000001	ZCD4402767307						
190404 1500 BLUE CHOICE MED		1864000001	ZCD4402767307						
GUARANTOR	CARLETTA RAHMEICA WILLIAMS								

PLEASE RETAIN
FOR YOUR
RECORDS

GUARANTOR NAME AND ADDRESS	CARLETTA RAHMEICA WILLIAMS 5324 BUSH RIVER RD APT D5 COLUMBIA SC	29212

**FOR PATIENT INFORMATION ONLY.
ALL BENEFITS ASSIGNED TO
PALMETTO HEALTH BAPTIST
FOR QUESTIONS CALL (803) 296-5098
1-800-243-7711.**

DATE	ITEM NO.	DESCRIPTION	CLM. CODE	ORDER NO.	QTY.	UNIT PRICE	TOTAL CHARGES
		0450 EMERGENCY ROOM					730.00
		0637 SELF ADMINISTERED DRUGS					42.00
		TOTAL CHARGES					772.00
04/21/14	I2302	44 MEDICAID PAYMENT					-156.72
04/10/14	A8604	855 PATHWAYS CONTRACT MANAGEMENT					-615.28
		TOTAL PAYMENTS/ADJUSTMENTS					-772.00
TOTAL AMOUNT DUE							0.00

PATIENT NUMBER
1409500064

PLEASE REFER TO PATIENT NUMBER ON ALL INQUIRIES AND CORRESPONDENCE.

ADDITIONAL PATIENT BILLING MAY BE NECESSARY FOR ANY CHARGES NOT POSTED WHEN THIS BILL IS PREPARED, OR IF ANY INSURANCE CARRIERS DO NOT PAY ANY AMOUNT.

PATIENT NUMBER
1409500064

PLEASE REFER TO PATIENT
NUMBER ON ALL INQUIRIES
AND CORRESPONDENCE.

ADDITIONAL PATIENT BILLING MAY BE NECESSARY FOR ANY CHARGES NOT POSTED WHEN THIS BILL IS PREPARED, OR IF ANY INSURANCE CARRIERS DO NOT PAY ANY AMOUNT OF THE AMOUNTS SHOWN.

TOTAL AMOUNT DUE	0.00

LASERSTMT (11/07)

PLEASE RETAIN FOR YOUR RECORDS

566

Richard D. McCaughan
3106 Devine St
Columbia, SC 29205-1846
803-252-2255
ID#: 570926896
Richard McCaughan DC NPI#: 1376525402
Tuesday July 29, 2014

Patient : CARLETTA WILLIAMS (PI) #1740
Itemized Statement: 06/17/2014 - 07/29/2014
DOB : 05/17/1984
Onset date :

Mail to:
CARLETTA WILLIAMS (PI)
5324 BUSH RIVER ROAD APT D5
COLUMBIA, SC 29212

Insured

Insurance Carrier (primary)

DOB:
Policy#:

Attorney
STANLEY MYERS
1700 SUNSET BLVD
WEST COLUMBIA SC 29171

Employer

Current Diagnosis
739.3 NONALLOPATHIC LESION LUMBAR
724.2 LUMBAR/LOW BACK PAIN
724.1 DORSALGIA) T-SPINE
728.85 SPASM OF MUSCLE
723.1 CERVICALGIA

Thank you for your payment.

Date	Description	Amount
06/17/14	99202 25 NEW PATIENT EXPANDED VISIT	
06/17/14	72050 X-RAY (CERVICAL 4-5V)	\$ 75.00
06/17/14	72070 X-RAY (THORACIC 2V)	\$ 120.00
06/17/14	72100 X-RAY (LUMBOSACRAL 2-3V)	\$ 45.00
06/17/14	99070 ICE PACK/SMALL	\$ 95.00
06/17/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 6.00
06/19/14	98942 CHIROPRACTIC ADJUSTMENT 5	\$ 50.00
06/23/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
06/25/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
06/26/14	98942 CHIROPRACTIC ADJUSTMENT 5	\$ 50.00
06/30/14	98942 CHIROPRACTIC ADJUSTMENT 5	\$ 50.00
07/02/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/03/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/07/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/09/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/10/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/14/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
7/16/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
7/16/14	99212 25 E/M ESTABLISHED (LIMITED)	\$ 35.00
7/17/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00

otal Sales Tax : \$ 0.00
otal Late Charges : \$ 0.00
otal Interest Charges : \$ 0.00
atients-Cash Rcvd : \$ 0.00
atients-Chks Rcvd : \$ 0.00
atients-Crdt Crd : \$ 0.00

Page 2 Patient: CARLETTA WILLIAMS (PI)

Payer Payments	:	\$	0.00
Total Charges	:	\$	1076.00
Total Received	:	\$	0.00
Total Adjustment	:	\$	0.00
Balance (based on search)	:	\$	1076.00

Midlands Health Center
 3106 Devina Street
 Columbia, SC 29205-1846
 803-252-2255
 ID#: 570926896
 Kiran Sandrapaty MD NPI#: 1407865330
 Tuesday July 29, 2014

Patient : CARLETTA WILLIAMS (PI) #1740
 Itemized Statement: 06/17/2014 - 07/29/2014
 DOB : 05/17/1984
 Onset date :

Mail to:
 CARLETTA WILLIAMS (PI)
 5324 BUSH RIVER ROAD APT D5
 COLUMBIA, SC 29212

Insured

Insurance Carrier (primary)

DOB:
 Policy#:

Attorney
 STANLEY MYERS
 1700 SUNSET BLVD
 WEST COLUMBIA SC 29171

Employer

Current Diagnosis
 723.1 CERVICALGIA
 724.2 LUMBAR/LOW BACK PAIN
 724.1 DORSALGIA) T-SPINE
 728.85 SPASM OF MUSCLE

Thank you for your payment.

Date	Description	Amount
06/17/14	99204 25 NEW PATIENT COMPREHENSIVE VISIT	\$ 325.00
06/17/14	97140 59 MANUAL THERAPY	\$ 35.00
06/17/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/17/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/17/14	97010 CRYOTHERAPY	\$ 15.00
06/19/14	97140 59 MANUAL THERAPY	\$ 35.00
06/19/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/19/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/19/14	97010 CRYOTHERAPY	\$ 30.00
06/23/14	97140 59 MANUAL THERAPY	\$ 15.00
06/23/14	97124 59 ELECTRO MASSAGE	\$ 35.00
06/23/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
06/23/14	97010 CRYOTHERAPY	\$ 30.00
06/25/14	97140 59 MANUAL THERAPY	\$ 15.00
06/25/14	97124 59 ELECTRO MASSAGE	\$ 35.00
06/25/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
06/25/14	97010 CRYOTHERAPY	\$ 30.00
06/26/14	97140 59 MANUAL THERAPY	\$ 15.00
06/26/14	97124 59 ELECTRO MASSAGE	\$ 35.00
06/26/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
06/26/14	97010 CRYOTHERAPY	\$ 30.00
06/30/14	97140 59 MANUAL THERAPY	\$ 15.00
06/30/14	97124 59 ELECTRO MASSAGE	\$ 35.00
06/30/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
06/30/14	97010 CRYOTHERAPY	\$ 30.00
7/02/14	97140 59 MANUAL THERAPY	\$ 15.00
7/02/14	97124 59 ELECTRO MASSAGE	\$ 35.00
7/02/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
7/03/14	97140 59 MANUAL THERAPY	\$ 30.00
		\$ 35.00

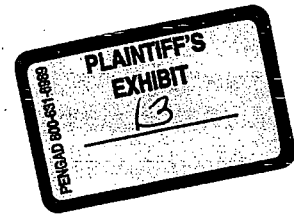
Date	Description	Amount
07/03/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/03/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/03/14	97010 CRYOTHERAPY	\$ 15.00
07/07/14	97140 59 MANUAL THERAPY	\$ 35.00
07/07/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/07/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/07/14	97010 CRYOTHERAPY	\$ 15.00
07/09/14	97140 59 MANUAL THERAPY	\$ 35.00
07/09/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/09/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/09/14	97010 CRYOTHERAPY	\$ 15.00
07/10/14	97140 59 MANUAL THERAPY	\$ 35.00
07/10/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/10/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/10/14	97010 CRYOTHERAPY	\$ 15.00
07/14/14	97140 59 MANUAL THERAPY	\$ 35.00
07/14/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/14/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/14/14	97010 CRYOTHERAPY	\$ 15.00
07/16/14	97140 59 MANUAL THERAPY	\$ 35.00
07/16/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/16/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/16/14	97010 CRYOTHERAPY	\$ 15.00
07/16/14	99214 25 E/M ESTABLISHED (HIGH)	\$ 205.00
07/17/14	97140 59 MANUAL THERAPY	\$ 35.00
07/17/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/17/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/17/14	97010 CRYOTHERAPY	\$ 15.00

Total Sales Tax	: \$	0.00
Total Late Charges	: \$	0.00
Total Interest Charges	: \$	0.00
Patients-Cash Rcvd	: \$	0.00
Patients-Chks Rcvd	: \$	0.00
Patients-Crdt Crd	: \$	0.00
Payer Payments	: \$	0.00

Total Charges	: \$	1915.00
Total Received	: \$	0.00
Total Adjustment	: \$	0.00
Balance (based on search)	: \$	1915.00

MEDICAL BILLS - TYRONE RUFF

<u>Medical Facility</u>	<u>Costs</u>
Palmetto Health Baptist	\$1,838.00
Pitts Radiology	\$66.00
Lexington Medical Center – Urgent Care	\$1,403.00
Lexington Medical Center	\$4,676.50
Lexington Radiology	\$92.00
Southeastern Medical (MRI)	\$2,550.00
Columbia Rehabilitation Clinic	\$1,387.00
Riley Family Practice	\$92.00
TOTAL MEDICALS	\$12,104.50





PALMETTO HEALTH



Dear Tyrone Ruff:

Your account with Palmetto Health has been assigned to our self pay department for follow up. We are contacting you at this time because your insurance company has processed your claim and the current balance on this account is your responsibility or, we are unaware of any insurance coverage or payment arrangements that may have been made to resolve this balance.

As the self pay department of Palmetto Health, we want to work with you toward the successful resolution of this balance. If you are unable to pay this balance in full, please contact us at (803) 296-7900 or 1-800-499-5962 to obtain additional information on your account, to establish a payment plan, or to make a payment using your debit or credit card.

Thank You,
Patient Representative
Palmetto Health
(803) 296-7900
BD66

► ACCOUNT SUMMARY

Statement Date: 04/23/14
Service Date(s): 04/05/2014 - 04/05/2014
Account Number: B1409500069

Account Balance: \$1,470.40

► INSURANCE INFORMATION

Contact us if any of this information is incorrect. Please note only primary and secondary insurances are listed on this statement.

PRIMARY

Insurance: SELF PAY 20
Name of Insured: TYRONE RUFF
ID Number: 251557211

SECONDARY

Insurance:
Name of Insured:
ID Number:

Para Asistencia en Español llamar a 800-499-5962

PALMETTO HEALTH BAPTIST
293 Greystone Blvd
First Floor
Columbia, SC 29210 B

STATEMENT DATE: 04/23/14

PAGE: 1 of 1

★

ADDRESSEE
TYRONE RUFF
5324 BUSH RIVER RD APT D5
COLUMBIA SC 29212-3015

☐ Please check box if address is incorrect or insurance information has changed and indicate change(s) on reverse side.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
☐ AMERICAN EXPRESS	☐ DISCOVER	☐ VISA
CARD NUMBER		EXP. DATE
FULL NAME (Please Print)		CCV CODE
SIGNATURE		
PATIENT NAME AND ACCOUNT NUMBER		DATES OF SERVICE
TYRONE RUFF - B1409500069		04/05/2014 - 04/05/2014
ACCOUNT BALANCE	TOTAL CHARGES	AMOUNT PAID
\$1,470.40	\$1,838.00	\$

REMIT TO
PALMETTO HEALTH BAPTIST
C/O PAYMENT PROCESSING
PO BOX 402130
ATLANTA, GA 30384-2130

572

acc1152-20140423174529-1-317047493

110062b

HOSPITAL SUMMARY OF CHARGES

Description	Amount	Description	Amount
DX X-RAY	818.00		
EMERGENCY ROOM	976.00		
SELF ADMINISTERED DRUGS	44.00		
TOTAL CHARGES	1838.00		
TOTAL INSURANCE PAYMENTS	0.00		
TOTAL ADJUSTMENTS	-367.60		
TOTAL PATIENT PAYMENTS	0.00		
ACCOUNT BALANCE	1,470.40		

Date(s) of Service	Location	Account Number
04/05/2014 - 04/05/2014	EMERGENCY ROOM PATIENT	B1409500069

Customer Service

If you have any questions regarding this balance or would like an itemized statement, please contact our Patient Financial Services at 803-296-7900 or 800-499-5962. Monday through Friday, 8:30 a.m. to 5:00 p.m.. You may email questions to us at: www.palmettohealth.org. Written correspondence - Palmetto Health Baptist, C/O Payment Processing, PO Box 402130, Atlanta, GA 30384-2130

Other Bills You May Receive

You may receive bills from your own doctor, doctors who assisted in your care, or from other facilities. The doctors and facilities bill for their services separately, and may include:

Radiology: (866) 481-7572
 Pathology: (866) 252-1913
 Anesthesiology: (888) 276-1910
 ER Doctor Billing: (800) 877-7564

IF ANY OF THE FOLLOWING HAS CHANGED

ABOUT YOU:

ADDRESS



Summary of Service Charges

DATE	PROC CODE	UNITS	DETAILS OF SERVICES	CHARGES	PAY/ ADJ	INSUR. PENDING	PATIENT BALANCE
Patient: TYRONE RUFF				Referred By: GINA A. MARTIN			
Services Were Provided at: PALMETTO HEALTH BAPTIST MED CTR ER							
04-06-14	73090	1	X-RAY EXAM OF FOREARM	26.00		0.00	26.00
04-14-14			GUARANTOR RESPONSIBILITY DATE (ChargeID: 3498837)				
04-06-14	72100	1	X-RAY EXAM L-S SPINE 2/3 VWS	40.00		0.00	40.00
04-14-14			GUARANTOR RESPONSIBILITY DATE (ChargeID: 3498840)				

Current	31-60 Days	61-90 Days	Over 90 Days
\$66.00	\$0.00	\$0.00	\$0.00

PAYMENT DUE:	BALANCE DUE:
Upon Receipt	\$66.00

PITTS RADIOLOGY
 PO BOX 602728
 CHARLOTTE, NC 28260-2728
 866-481-7572

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Patient Statement For: TYRONE RUFF

Statement Date

04/29/14

Account Number

301361-QPITT

STATEMENT
 SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

LEXINGTON MEDICAL CENTER IRMO
PO BOX 100272
COLUMBIA, SC 29202

STATEMENT

PAY YOUR BILL ONLINE
AT LEXMED.COM!
CLICK ON PAY YOUR BILL

V18182 2
5392M
MO14

721104141400140300115510186181080277

Please include Security Code From Back Of Card	
CHECK CARD USING FOR PAYMENT	
☐ MASTERCARD	☐ VISA ☐ VISA
CARD NUMBER	EXP. DATE
CARDHOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT

>00719 2863307 001 092096
TYRONE RUFF
5324 BUSH RIVER RD APT D5
COLUMBIA SC 29212-3015

REMIT TO:

LEXINGTON MEDICAL CENTER IRMO
PAYMENT PROCESSING CENTER
PO BOX 34429
SEATTLE WA 98124-1429



PLEASE RETURN THIS PORTION WITH PAYMENT

Office Phone Number	Statement Date	Your Account Number	Page No.	Patient Balance	SHOW AMOUNT PAID HERE \$
877-835-0975	04/14/14	2061710	1	1,403.00	

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

DATE	PROVIDER NAME	EXPLANATION OF ACTIVITY	PATIENT NAME	CHARGES AND DEBITS	PAYMENTS AND CREDITS	BALANCE
041014	MOORE MD	NEW PATIENT EXAM - LEVEL	TYRONE	364.00		
		Insurance Balance:			Patient Balance:	364.00
		0.00				
041014	MOORE MD	URINALYSIS WITH M	TYRONE	28.00		
		Insurance Balance:			Patient Balance:	28.00
		0.00				
041014	MOORE MD	XRAY L/S SPINE 2 OR 3 VIE	TYRONE	624.00		
		Insurance Balance:			Patient Balance:	624.00
		0.00				
041014	MOORE MD	XRAY WRIST 3 VIEW	TYRONE	387.00		
		Insurance Balance:			Patient Balance:	387.00
		0.00				

ement e:	04/14/14	PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE:				2061710
Current	31-60 Days	61-90 Days	>90 Days	Total	Ins Pending	PATIENT BALANCE PAY THIS AMOUNT
1,403.00	0.00	0.00	0.00	1,403.00	0.00	1,403.00

ID INQUIRIES / PAYMENTS TO:

LEXINGTON MEDICAL CENTER IRMO
PO BOX 100272
COLUMBIA, SC 29202
877-835-0975

LEXINGTON RADIOLOGY ASSOCIATES
508 HULON LN
WEST COLUMBIA, SC 29169

2061710 **STATEMENT**

PAY YOUR BILL ONLINE
AT LEXMED.COM!
CLICK ON PAY YOUR BILL

V18183 107
5392M
MO14

721104141400009200115510186181080390

Please Include Security Code From Back Of Card	
CHECK CARD USING FOR PAYMENT	
☒ MASTERCARD	☐ VISA ☐ VISA
CARD NUMBER	EXP. DATE
CARDHOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT

>02553 2863307 001 092096
TYRONE RUFF
5324 BUSH RIVER RD APT D5
COLUMBIA SC 29212-3015

REMIT TO:

LEXINGTON RADIOLOGY ASSOCIATES
PAYMENT PROCESSING CENTER
PO BOX 34429
SEATTLE WA 98124-1429



PLEASE RETURN THIS PORTION WITH PAYMENT

Office Phone Number	Statement Date	Your Account Number	Page No.	Patient balance	SHOW AMOUNT PAID HERE \$
803-935-8350	04/14/14	2061710	1	92.00	

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

DATE	PROVIDER NAME	EXPLANATION OF ACTIVITY	PATIENT NAME	CHARGES AND DEBITS	PAYMENTS AND CREDITS	BALANCE
041014	MCCAIN MD	SPINE, LUMBAR 2 OR 3 VIEWS	TYRONE	52.00		
		Insurance Balance:				
		0.00				
				Patient Balance:		52.00
041014	MCCAIN MD	WRIST COMPLETE MIN 3 VIEW	TYRONE	40.00		
		Insurance Balance:				
		0.00				
				Patient Balance:		40.00

Statement Date:	04/14/14	PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE:					2061710
Current	31-60 Days	61-90 Days	>90 Days	Total	Ins Pending	PATIENT BALANCE PAY THIS AMOUNT	
92.00	0.00	0.00	0.00	92.00	0.00	92.00	

FOR INQUIRIES / PAYMENTS TO:

LEXINGTON RADIOLOGY ASSOCIATES
508 HULON LN
WEST COLUMBIA, SC 29169
803-935-8350

**Lexington Medical Center**2720 Sunset Boulevard • West Columbia, SC 29169
(803) 791-2000 • www.lexmed.com

3/30/2016

1 of 1

Guarantor InformationTyrone Ruff
5324 BUSH RIVER RD APT D5
COLUMBIA, SC 29212

Guarantor ID: 241082

*This is not a bill. This is an itemization of hospital services for:***Patient Name:** Tyrone Ruff
Hospital Account: 200699518**Admission Date:** 06/17/2014**Discharge Date:** 06/17/2014**Visit Coverages:**
SELF PAY**Charges**

Service Date	Rev Code	Procedure Code	Description	Qty	Amount
06/17/2014	0320	40000067	HC C-SPINE AP-LAT-/ODONTIOD	1	635.00
06/17/2014	0320	40000073	HC LUMBAR SPINE 2 OR 3 VIEWS	1	662.00
06/17/2014	0450	19000210	HC EMERGENCY ROOM VISIT LEVEL 5	1	1,682.00
06/17/2014	0637	22000075	CYCLOBENZAPRINE 10 MG TABS	1	12.25
06/17/2014	0637	22000075	IBUPROFEN 600 MG TABS	1	12.25
06/17/2014	0981	60000328	HC PR EMERGENCY ROOM VISIT LEVEL 4	1	982.00
Total charges:					3,985.50
Total payments and adjustments:					0.00

Current Hospital Account Balance: **\$3,985.50**

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(803) 791-2000 • www.lexmed.com

3/30/2016

1 of 1

Guarantor InformationTyrone Ruff
5324 BUSH RIVER RD APT D5
COLUMBIA, SC 29212

Guarantor ID: 241082

*This is not a bill. This is an itemization of hospital services for:*Patient Name: Tyrone Ruff
Hospital Account: 200683092Admission Date: 06/06/2014
Discharge Date: 06/06/2014Visit Coverages:
SELF PAY**Charges**

Service Date	Rev Code	Procedure Code	Description	Qty	Amount
06/06/2014	0450	19000207	HC EMERGENCY ROOM VISIT LEVEL 2	1	350.00
06/06/2014	0981	60000326	HC PR EMERGENCY ROOM VISIT LEVEL 2	1	341.00
Total charges:					691.00
Total payments and adjustments:					0.00

Current Hospital Account Balance: **\$691.00**Le B
Assigned to
Lexington Medical Center

COLUMBIA REHAB CLINIC, INC. TN
2362 TWO NOTCH ROAD
COLUMBIA SC 29204
PERSONAL & CONFIDENTIAL



ADDRESS SERVICE REQUESTED

003616
0101

p1872a 4169
STMT DATE: 03/02/16

CARD TYPE:		CARD EXPIRES:	
CARD NUMBER:			
SECURITY CODE FROM BACK OF CARD:			
PRINT CARD HOLDER'S NAME:			
SIGNATURE:			
ACCOUNT NO.	DUE DATE	AMOUNT DUE	SHOW AMOUNT PAID
10178	Upon Receipt	\$1,387.00	

ATTY NICK RILEY
C/O TYRONE RUFF
PO BOX 5709
WEST COLUMBIA, SC 29171-5709

COLUMBIA REHAB CLINIC, INC. TN
2362 TWO NOTCH ROAD
COLUMBIA SC 29204-2257



STATEMENT

688256A (PC1)

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

PAGE	STATEMENT DATE	DUE DATE	OFFICE PHONE NUMBER	ACCOUNT #	AMOUNT DUE
1	03/02/16	Upon Receipt	(803) 799-7007	10178	\$1,387.00
DATE	PROVIDER	EXPLANATION OF ACTIVITY	CHARGES & DEBITS	PAYMENTS & CREDITS	
		BALANCE FORWARD	\$150.00		
06/10/14	FILLER	EXERCISE - TYRONE	\$60.00		
06/10/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/10/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
06/12/14	FILLER	EXERCISE - TYRONE	\$120.00		
06/12/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/12/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
06/19/14	FILLER	EXERCISE - TYRONE	\$120.00		
06/19/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/19/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
06/27/14	FILLER	EXERCISE - TYRONE	\$120.00		
06/27/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/27/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
07/03/14	FILLER	EXERCISE - TYRONE	\$120.00		
07/03/14	FILLER	HOT/COLD PACK - TYRONE	\$60.00		
07/03/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
07/10/14	FILLER	EXERCISE - TYRONE	\$180.00		
07/10/14	FILLER	ROM MEASUREMENT EXC HANDS - TYRONE	\$60.00		

THANK YOU FOR CHOOSING THE COLUMBIA REHABILITATION CLINIC

PATIENT BALANCE
PAY THIS AMOUNT
\$1,387.00

MESSAGE:

SEND INQUIRIES TO:
COLUMBIA REHAB CLINIC, INC. TN
2362 TWO NOTCH ROAD
COLUMBIA SC 29204-2257



(803) 799-7007

579

Southeastern Medical Solutions

Invoice

Phone: 843-628-1380 Fax: 843-628-7054

Email: southeasternms@gmail.com

Page: 1

5/11/2014

Patient: Tyrone Ruff
595 Newberry Hwy
Saluda, SC 29138

Date of injury: 4/5/2014

Referring physician: Ralph Riley MD

Rendering Facility: Palmetto Imaging

Chart #: RUFTY000

Attorney: Moore Taylor Law Firm

Case #: 1198

1700 Sunset Blvd

West Columbia

SC 29169

PH: (803)796-9160

FAX: (803)791-8410

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
5/6/2014	Non Contrast MRI Lumbar	72148			724.2			1	2,550.00

Please Make Checks Payable To:

Southeastern Medical Solutions, LLC
PO Box 80201
Charleston, SC 29416
Tax ID: 27-3700262

Total Charges:	\$ 2550.00
Total Payments:	\$ 0.00
Total Adjustments:	\$ 0.00
Total Due This Visit:	\$ 2550.00
Total Account Balance:	\$ 2,550.00

Amounts billed for medical services represent SMS usual and customary fee schedule and administrative charges.

Questions regarding this statement? Call 843-628-1380 or Email: southeasternms@gmail.com

PLEASE DO NOT CONTACT THE RENDERING PHYSICIAN OR FACILITY FOR CLINICAL OR BILLING DOCUMENTATION.

580

***** INSTANT BILL ***** ACCT:15649 DATE:03/29/16 PAGE 1 OF 1

RILEY FAMILY PRACTICE ASSOC PA	LAST PAYMENT	YTD PAY
PO BOX 248	-----	-----
SALUDA, SC 29138-0248	10/30/14 \$15.00	\$0.00

OFFICE PH:064-445-2500 HOME PH:003-602-8603 BUSINESS PH:

EXT:

PAT NAME	APPOINTMENT
-----	-----
TYRONE RUFF	
5324 BUSH RIVER RD DS	
COLUMBIA, SC 29212	

DIAGNOSIS

1-724.2 LOW BACK PAIN

NUM DOCTOR	SSN#	TAX ID	MEDICAID	PROVIDER
---	---	---	---	---
17 KEYONIA YOUNG JOHNSON	250948614	57-0959583	115217	57-0959583

DATE	DR	PAT	DIAGPTRS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
---	---	---	---	---	---	---	---	---	---
04/29/14	17	TR	1	99212		BRIEF-LEVEL 2	93.00		93.00

MESSAGES

TOT: \$93.00

* The Balance shown may not be the entire Account Balance.
It only reflects the transactions listed on this statement.

THANK YOU FOR LETTING US PROVIDE YOUR HEALTHCARE NEEDS

**PALMETTO HEALTH-EMERG
PHYS-RICHLAND**

Page 2 of 2

Statement Date:
Responsible Party:
Account Number:
Due Date:

5/21/14
CRISTIAN REYES
[REDACTED]
Upon Receipt

Patient: CRISTIAN REYES		Site of Service: PALMETTO HEALTH RICHLAND		Primary: Self Pay	
Account: [REDACTED]		Refer Prov:		Secondary:	
Service Dt.	Provider	Service Description	Charges	Payments	You Owe
04/05/14	STEPHEN F RIDLEY, MD	99283-EMERGENCY DEPT VISIT	198.01		
Amount You Owe					198.01

Total Amount You Owe
\$ 198.01

Please be aware that the above summary represents PROFESSIONAL services from your medical provider.
You may receive a separate statement for services provided by the hospital.

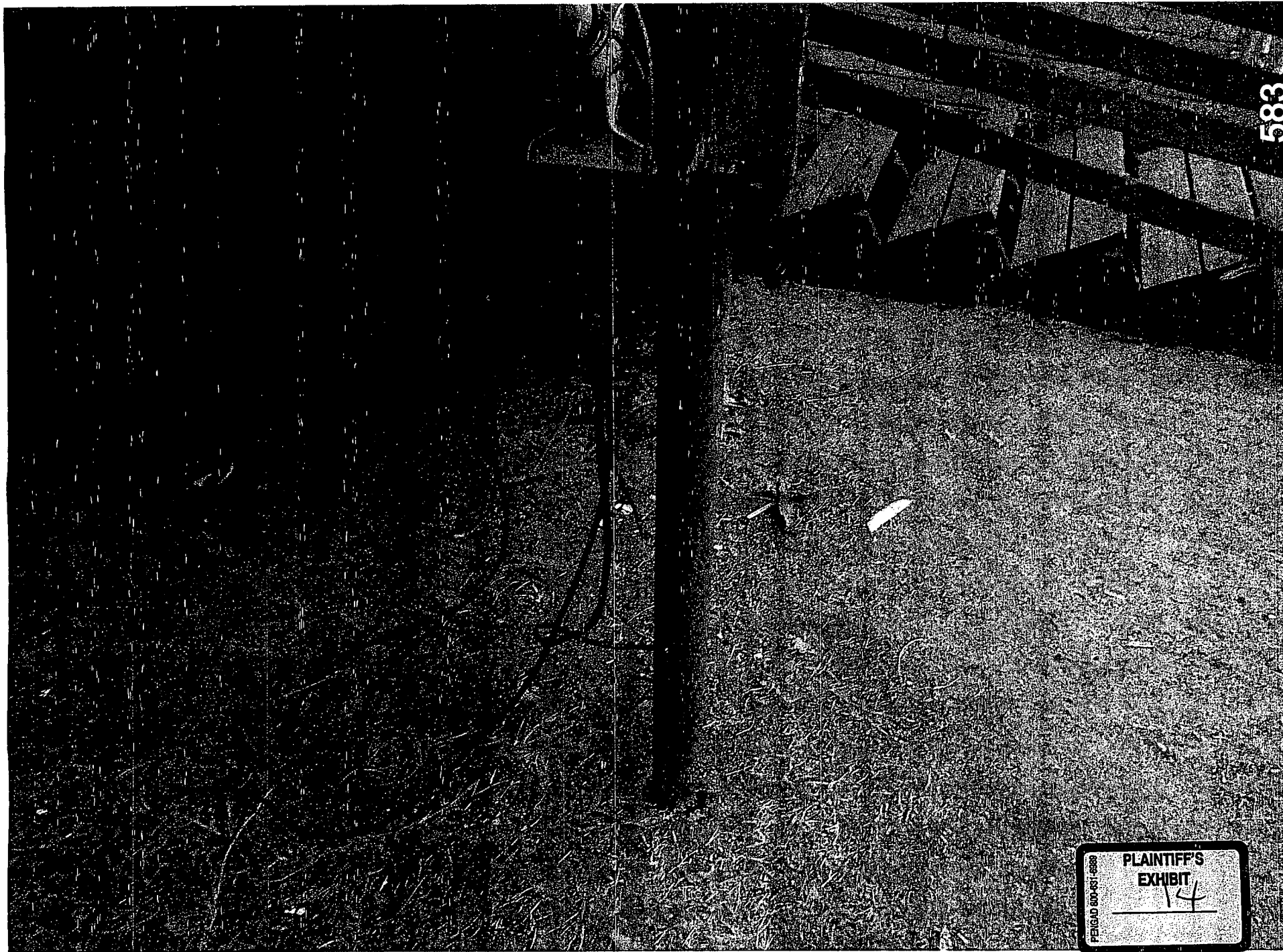
CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

CRISTIAN REYES
[REDACTED]

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name		Policy Holder Date of Birth	Relationship to Patient
Policy Identification		Group Identification	Policy Effective Date
Insurance Company Name		Address, City, State, Zip	
Insurance Phone#		If Group insurance, name of group (employer/union/association)	
Supplemental Policy Holder Name		Policy Holder Date of Birth	Relationship to Patient
Policy Identification		Group Identification	Policy Effective Date
Insurance Company Name		Address, City, State, Zip	
Insurance Phone#		If Group insurance, name of group (employer/union/association)	
Work connected illness or injury? ☐ Yes ☐ No		Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident
Employer Name		Address, City, State, Zip	

582



583

PLAINTIFF'S
EXHIBIT
14
PENGAD 800-831-8888

MEDICAL BILLS - KHALILAH SMITH

Medical Facility

Costs

Lexington Medical Center

\$2,532.04

Midlands Health Center

\$1,920.00

TOTAL MEDICALS

\$4,452.04





Lexington Medical Center

2720 Sunset Boulevard • West Columbia, SC 29169
(803) 791-2000 • www.lexmed.com

5/9/2014

1 of 1

Guarantor Information

Khalilah Smith
627 BOYSCOUT RD
GASTON, SC 29053

Guarantor ID: 160948

This is not a bill. This is an itemization of hospital services for:

Patient Name: Khalilah Smith
Hospital Account: 200586324

Admission Date: 04/11/2014
Discharge Date: 04/11/2014

Visit Coverages:
SELECT HEALTH MEDICAID - FIRST CHOICE MCD HMO 1407222104

Charges

Service Date	Rev Code	Procedure Code	Description	Qty	Amount
04/11/2014	0270	90005282	HC OXYGEN SENSOR NEONATE	1	68.04
04/11/2014	0320	40000067	HC C-SPINE AP-LAT/ODONTIOD	1	635.00
04/11/2014	0450	19000208	HC EMERGENCY ROOM VISIT LEVEL 3	1	847.00
04/11/2014	0981	60000328	HC PR EMERGENCY ROOM VISIT LEVEL 4	1	982.00
Total charges:					2,532.04

Payments and Adjustments

Description	Amount
FIRST CH Adjustments	-2,022.17
FIRST CH Payments	509.87
Total payments and adjustments:	-2,532.04

Current Hospital Account Balance: \$0.00

Midlands Health Center
 3106 Devine Street
 Columbia, SC 29205-1846
 803-252-2255
 ID#: 570926896
 Kiran Sandrapaty MD NPI#: 1407865330
 Thursday May 22, 2014

Patient : KHALILAH SMITH (PI) #1631
 Itemized Statement: 04/24/2014 - 05/22/2014
 DOB : 08/25/1979
 Onset date :

Mail to:
 KHALILAH SMITH (PI)
 455 MEADOWFIELD ROAD
 GASTON, SC 29053

Insured

Insurance Carrier (primary)

DOB:
 Policy#:

Current Diagnosis
 723.1 CERVICALGIA
 724.1 DORSALGIA T-SPINE
 728.85 SPASM OF MUSCLE
 782.0 DISTURBANCE SKIN SENSATION

Thank you for your payment.

Date	Description	Amount
04/25/14	97140 59 MANUAL THERAPY	
04/25/14	97124 59 ELECTRO MASSAGE	\$ 35.00
04/25/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
04/25/14	99204 25 NEW PATIENT COMPREHENSIVE VISIT	\$ 30.00
04/28/14	97140 59 MANUAL THERAPY	\$ 325.00
04/28/14	97124 59 ELECTRO MASSAGE	\$ 35.00
04/28/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
04/28/14	97010 CRYOTHERAPY	\$ 30.00
04/30/14	97140 59 MANUAL THERAPY	\$ 15.00
04/30/14	97124 59 ELECTRO MASSAGE	\$ 35.00
04/30/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
04/30/14	97010 CRYOTHERAPY	\$ 30.00
05/02/14	97140 59 MANUAL THERAPY	\$ 15.00
05/02/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/02/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/02/14	97010 CRYOTHERAPY	\$ 30.00
05/05/14	97140 59 MANUAL THERAPY	\$ 15.00
05/05/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/05/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/05/14	97010 CRYOTHERAPY	\$ 30.00
05/07/14	99214 25 E/M ESTABLISHED (HIGH)	\$ 15.00
05/07/14	97140 59 MANUAL THERAPY	\$ 205.00
05/07/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/07/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/07/14	97010 CRYOTHERAPY	\$ 30.00
05/09/14	97140 59 MANUAL THERAPY	\$ 15.00
05/09/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/09/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/09/14	97010 CRYOTHERAPY	\$ 30.00
05/12/14	97140 59 MANUAL THERAPY	\$ 15.00
05/12/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/12/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/12/14	97010 CRYOTHERAPY	\$ 30.00
05/14/14	97140 59 MANUAL THERAPY	\$ 15.00
		\$ 35.00

586

Date	Description	Amount
05/14/14	97124 59 ELECTRO MASSAGE	
05/14/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/14/14	97010 CRYOTHERAPY	\$ 30.00
05/16/14	97140 59 MANUAL THERAPY	\$ 15.00
05/16/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/16/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/16/14	97010 CRYOTHERAPY	\$ 30.00
05/19/14	97140 59 MANUAL THERAPY	\$ 15.00
05/19/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/19/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/19/14	97010 CRYOTHERAPY	\$ 30.00
05/19/14	99214 25 E/M ESTABLISHED (HIGH)	\$ 15.00
05/21/14	97140 59 MANUAL THERAPY	\$ 205.00
05/21/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/21/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/21/14	97010 CRYOTHERAPY	\$ 30.00
		\$ 15.00

Total Sales Tax : \$ 0.00
 Total Late Charges : \$ 0.00
 Total Interest Charges : \$ 0.00
 Patients-Cash Rcvd : \$ 0.00
 Patients-Chks Rcvd : \$ 0.00
 Patients-Crdt Crd : \$ 0.00
 Payer Payments : \$ 0.00

Total Charges : \$ 1920.00
 Total Received : \$ 0.00
 Total Adjustment : \$ 0.00
 Balance (based on search) : \$ 1920.00

Richard D. McCaughan
3106 Devine St
Columbia, SC 29205-1846
803-252-2255
ID#: 570926896
Richard McCaughan DC NPI#: 1376525402
Thursday May 22, 2014

Patient : KHALILAH SMITH (PI) #1631
Itemized Statement: 04/24/2014 - 05/22/2014
DOB : 08/25/1979
Onset date :

Mail to:
KHALILAH SMITH (PI)
455 MEADOWFIELD ROAD
GASTON, SC 29053

Insured

Insurance Carrier (primary)

DOB:
Policy#:

Current Diagnosis

739.1 NONALLOPATHIC LESION CERVICAL
724.1 DORSALGIA) T-SPINE
728.85 SPASM OF MUSCLE
723.1 CERVICALGIA
784.0 HEADACHE

Thank you for your payment.

Date	Description	Amount
04/24/14	99202 25 NEW PATIENT EXPANDED VISIT	\$ 75.00
04/24/14	72010 X-RAY (FULL SPINE)	\$ 255.00
04/24/14	99070 ICE PACK/SMALL	\$ 6.00
04/24/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
04/24/14	97140 59 MANUAL THERAPY	\$ 35.00
04/24/14	97124 59 ELECTRO MASSAGE	\$ 20.00
04/24/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
04/24/14	97010 CRYOTHERAPY	\$ 15.00
04/25/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
04/28/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
04/30/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/02/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/05/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/07/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/09/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/12/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/14/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/16/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/19/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/19/14	99212 25 E/M ESTABLISHED (LIMITED)	\$ 35.00
05/21/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00

Total Sales Tax : \$ 0.00
Total Late Charges : \$ 0.00
Total Interest Charges : \$ 0.00
Patients-Cash Rcvd : \$ 0.00
Patients-Chks Rcvd : \$ 0.00
Patients-Crdt Crd : \$ 0.00
Payer Payments : \$ 0.00
Total Charges : \$ 1121.00
Total Received : \$ 0.00

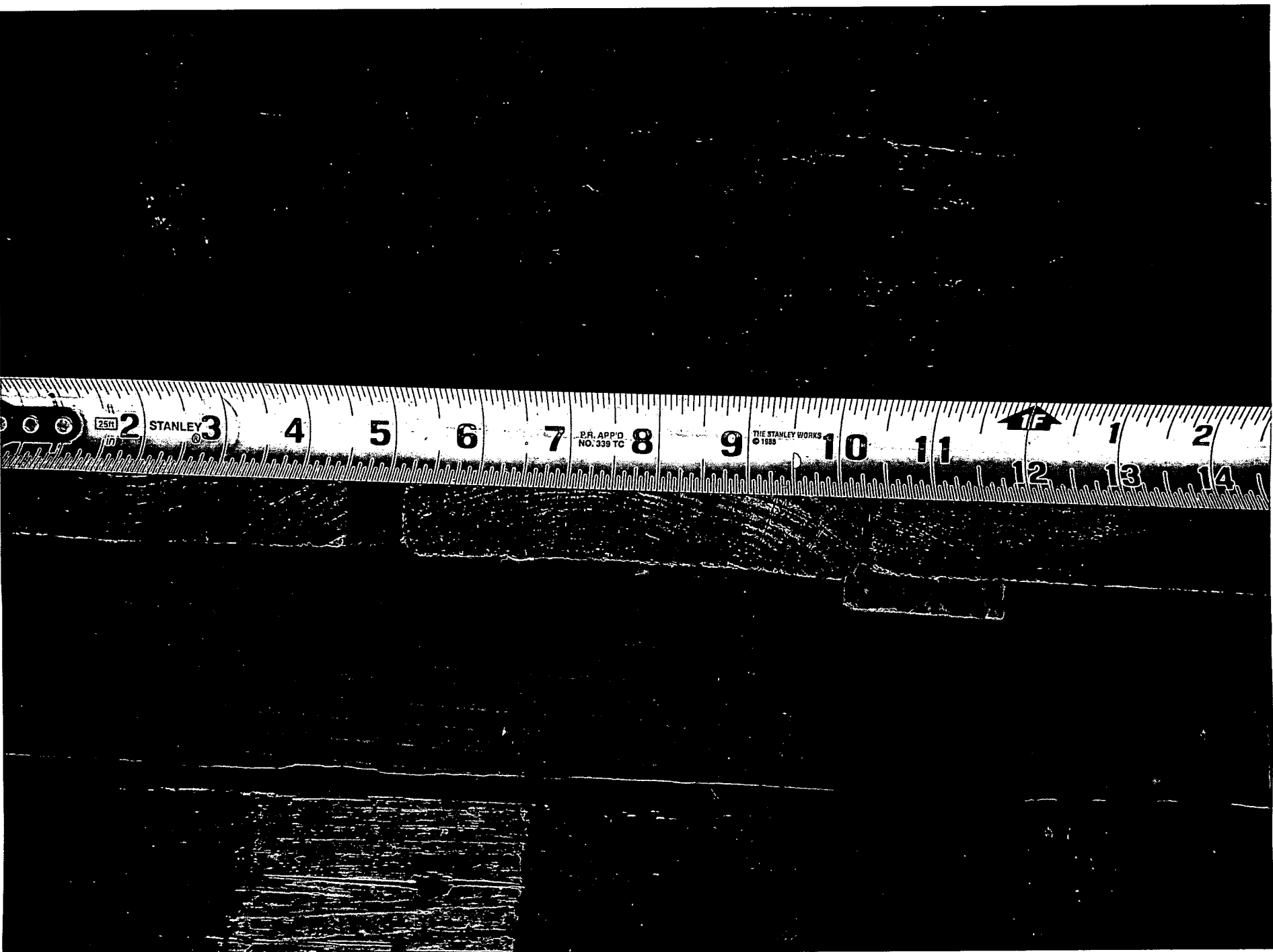
Page 2 Patient: KHALILAH SMITH (PI)

Total Adjustment	:	\$	0.00
Balance (based on search)	:	\$	1121.00

1. *Journal of the American Medical Association*, 1997; 277: 103-107.
 2. *Journal of the American Medical Association*, 1997; 277: 108-112.

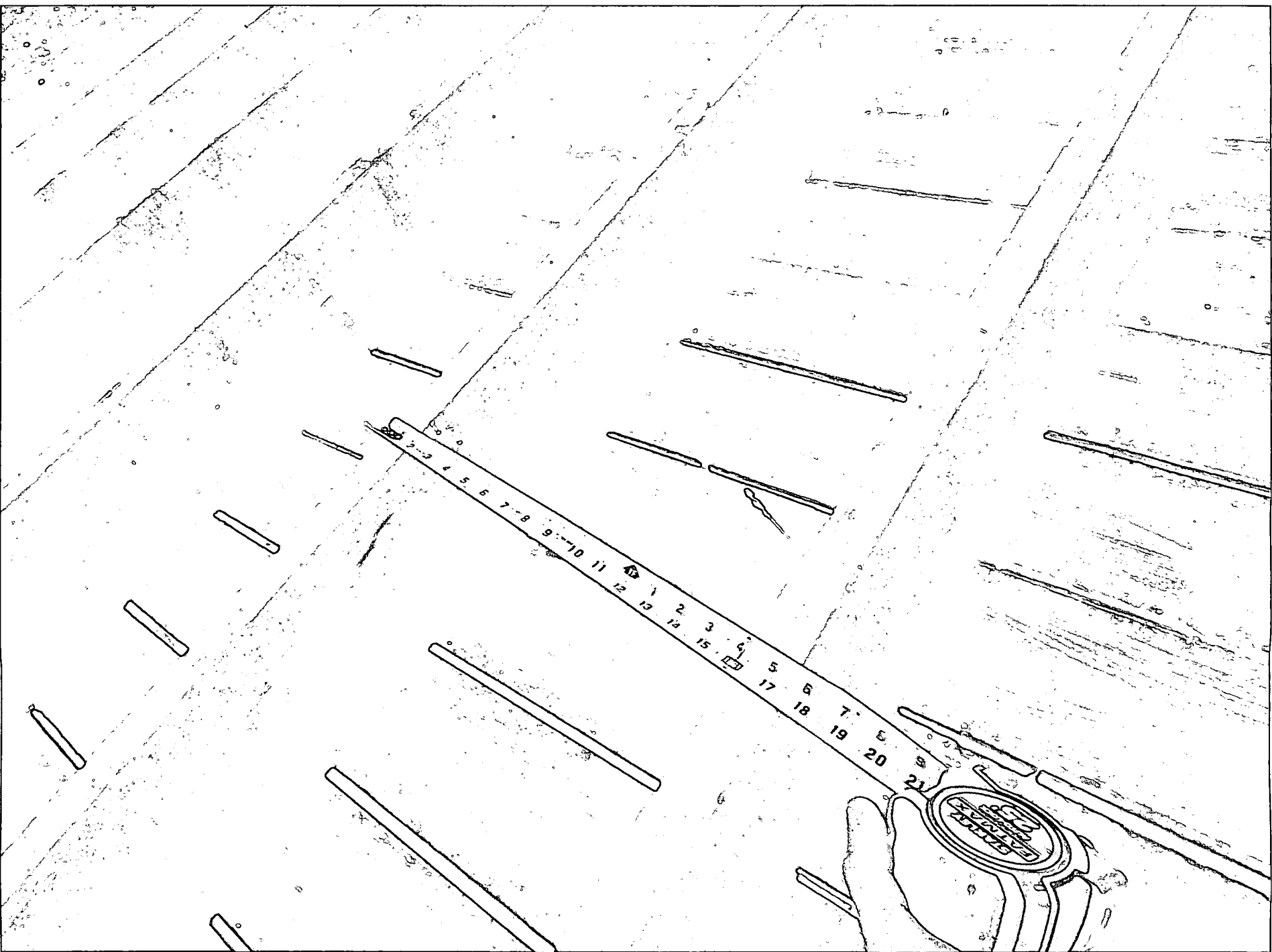




















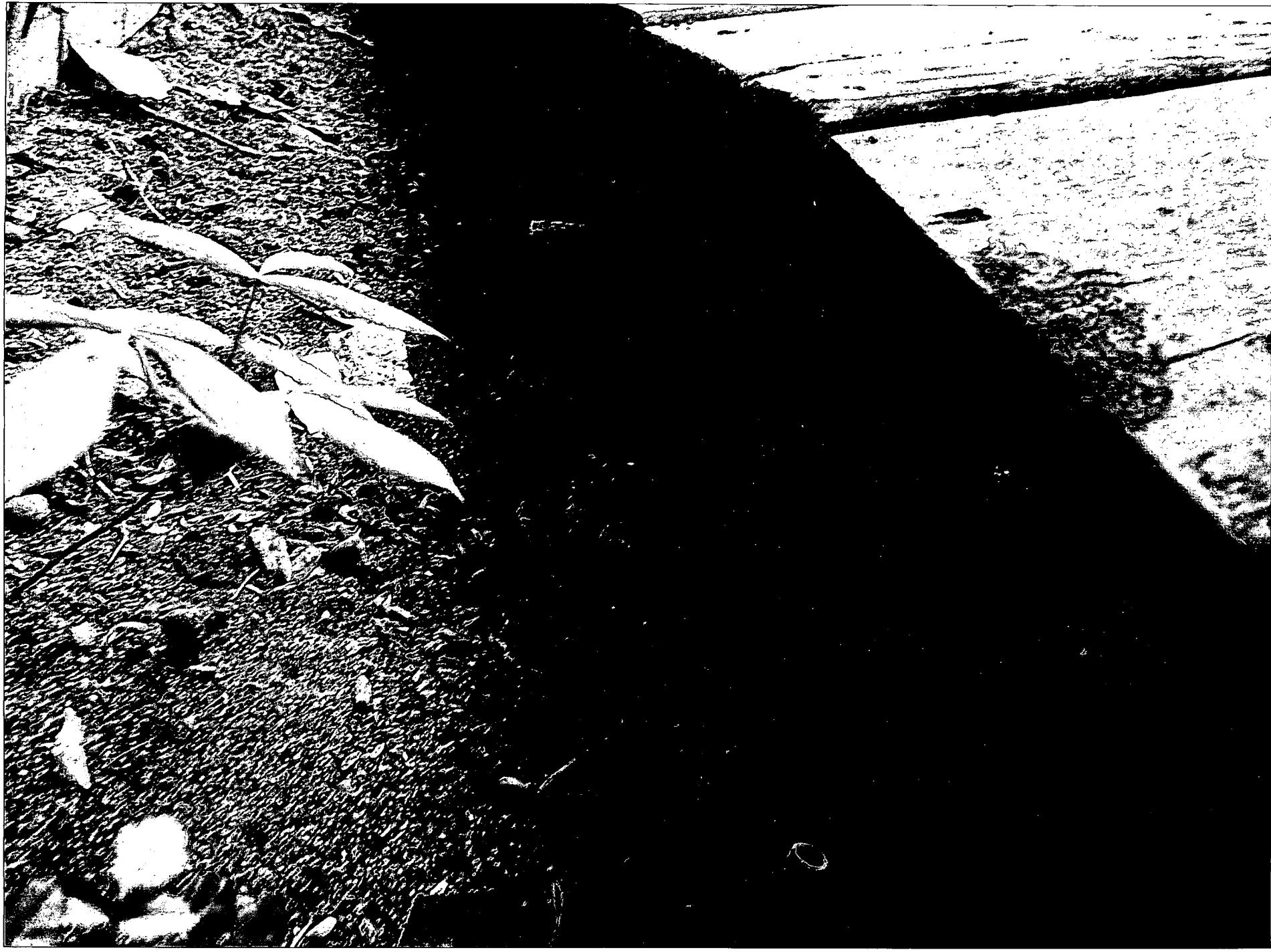


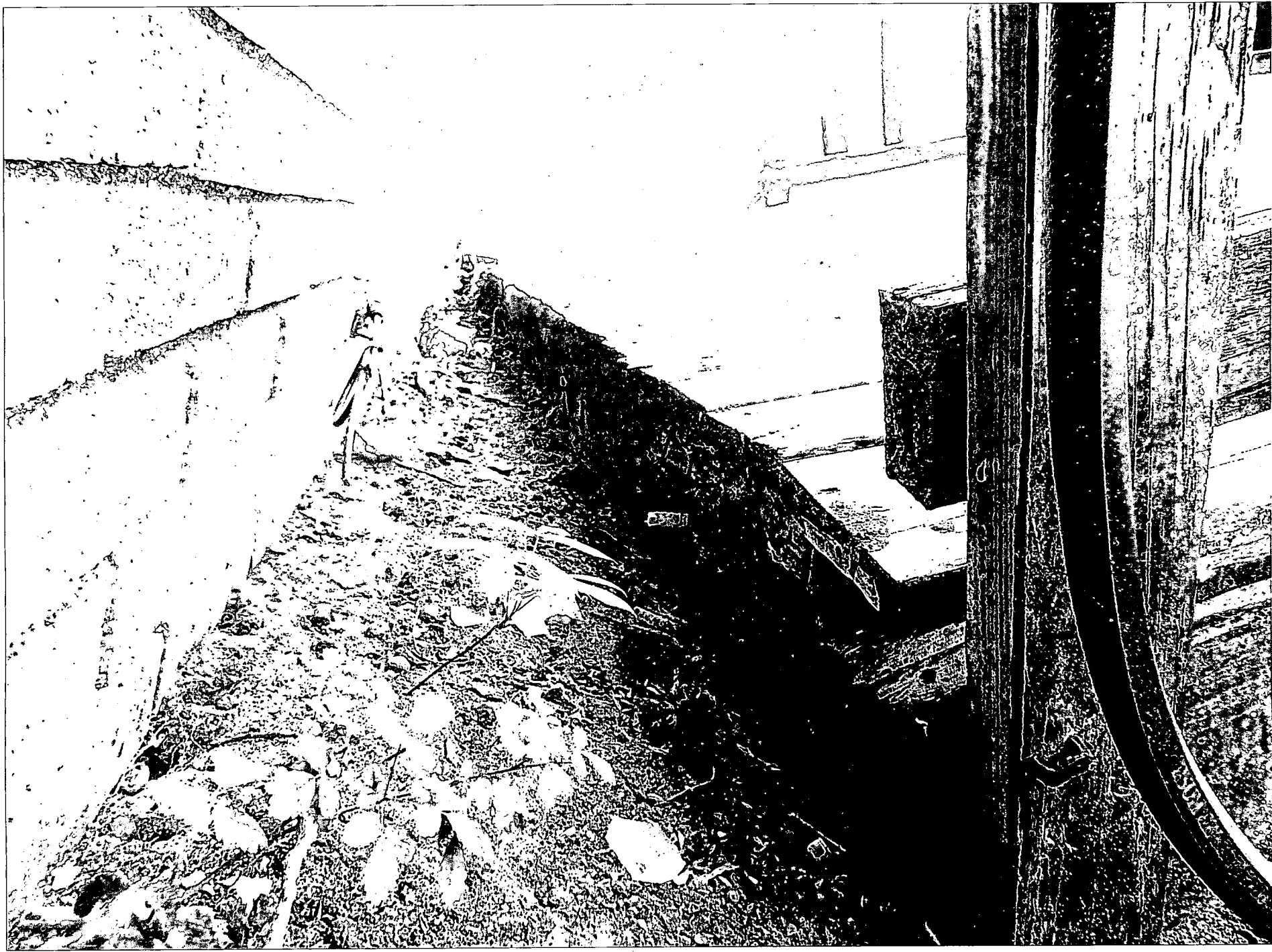










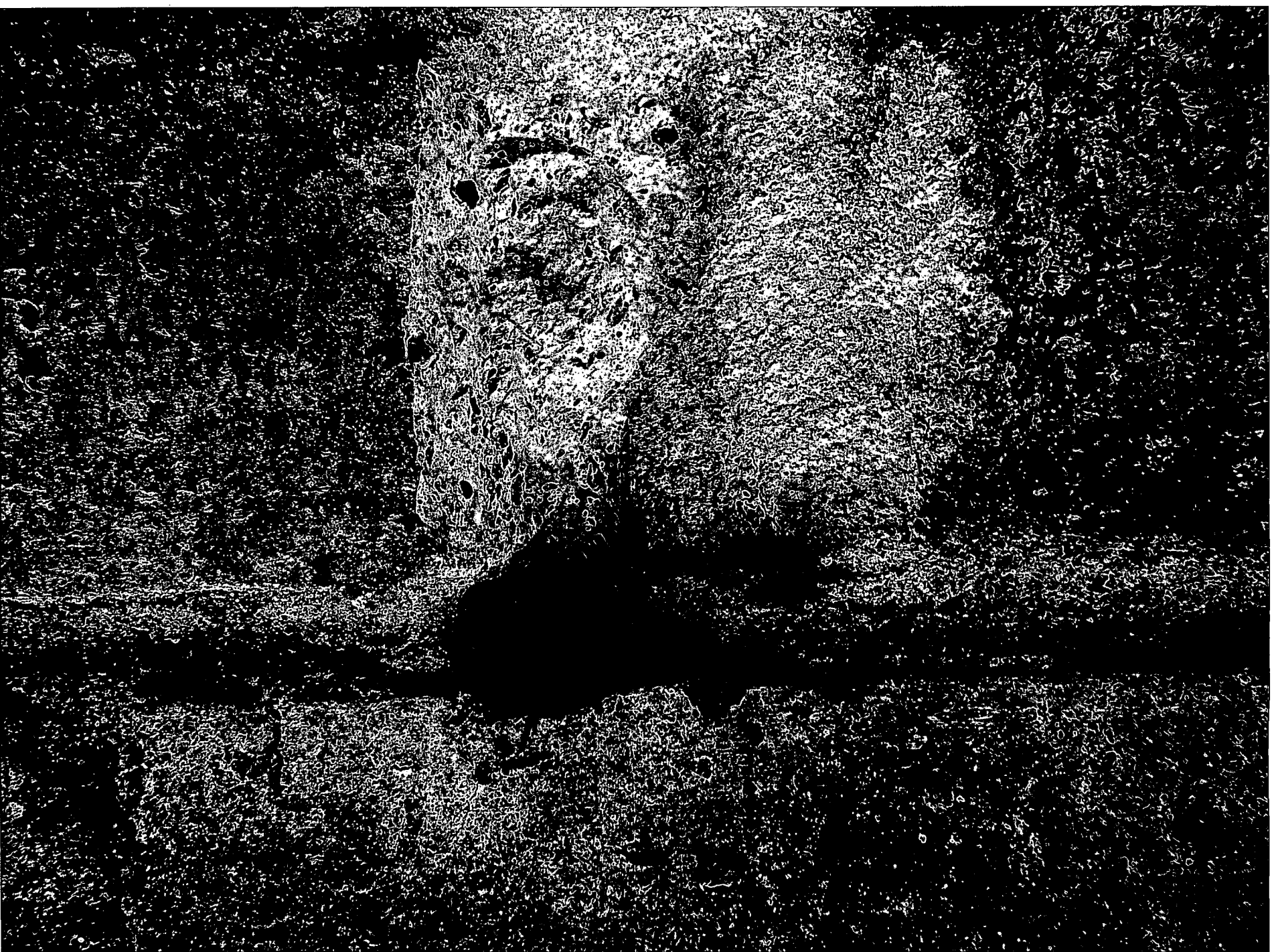


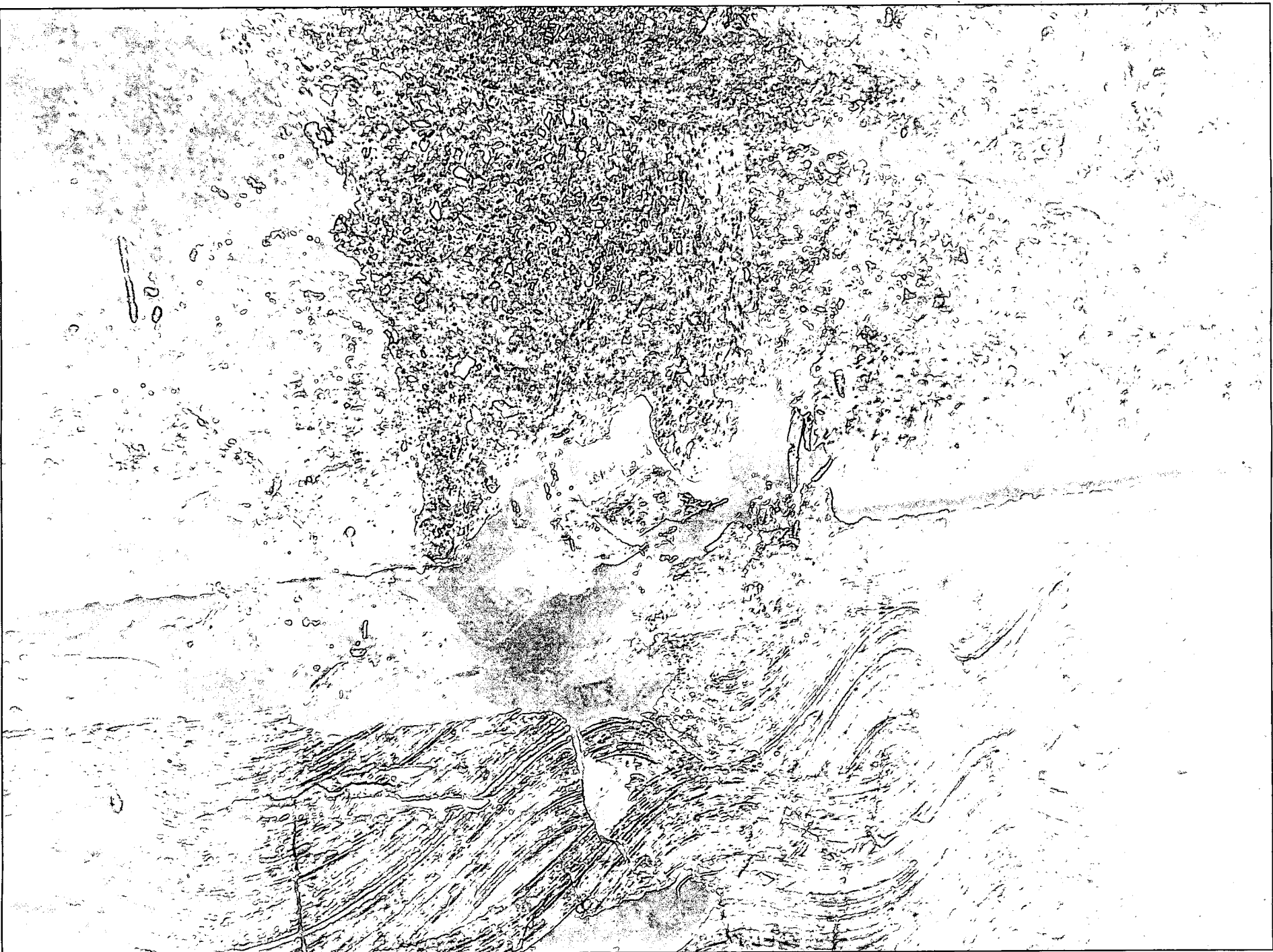


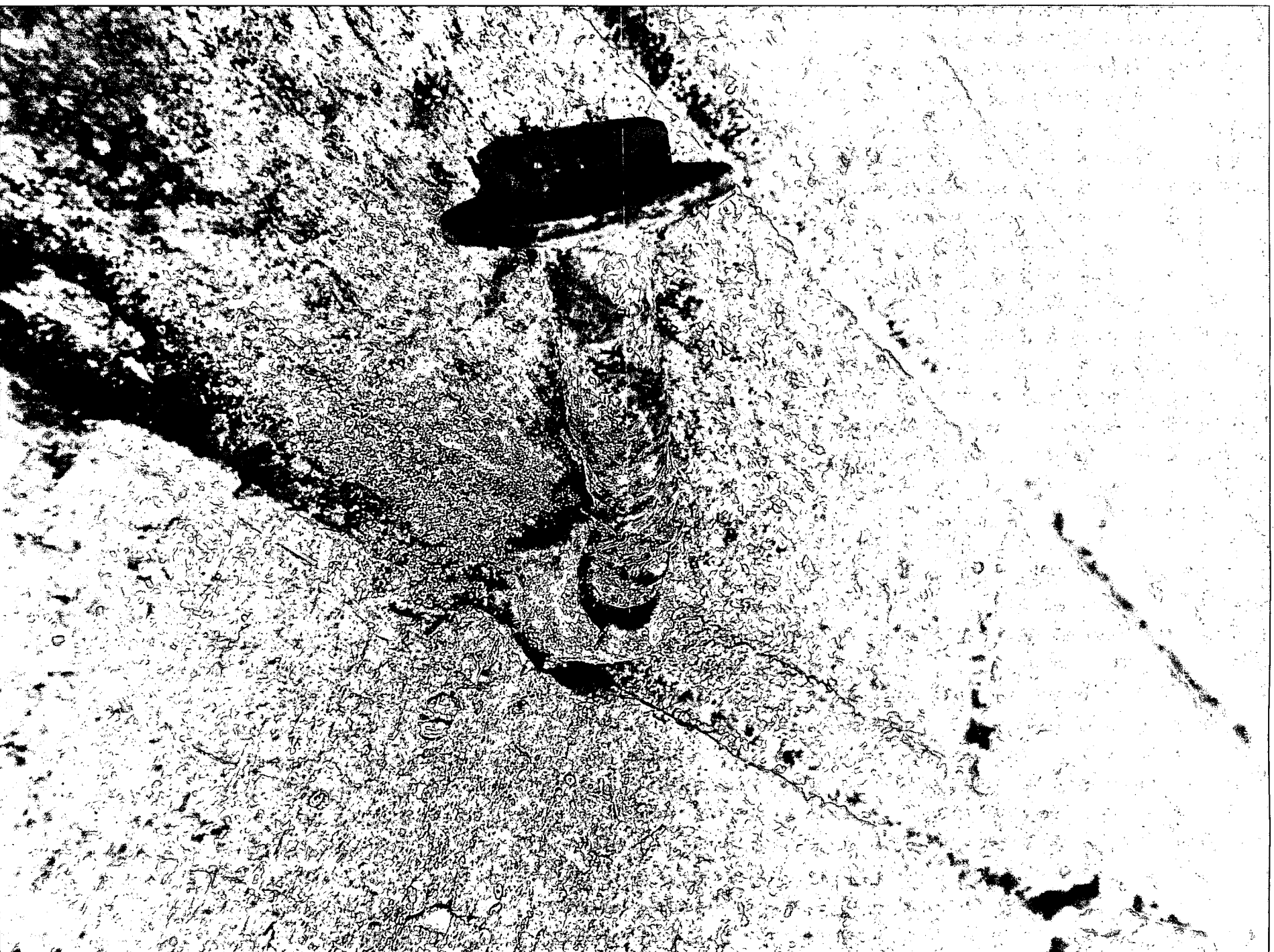


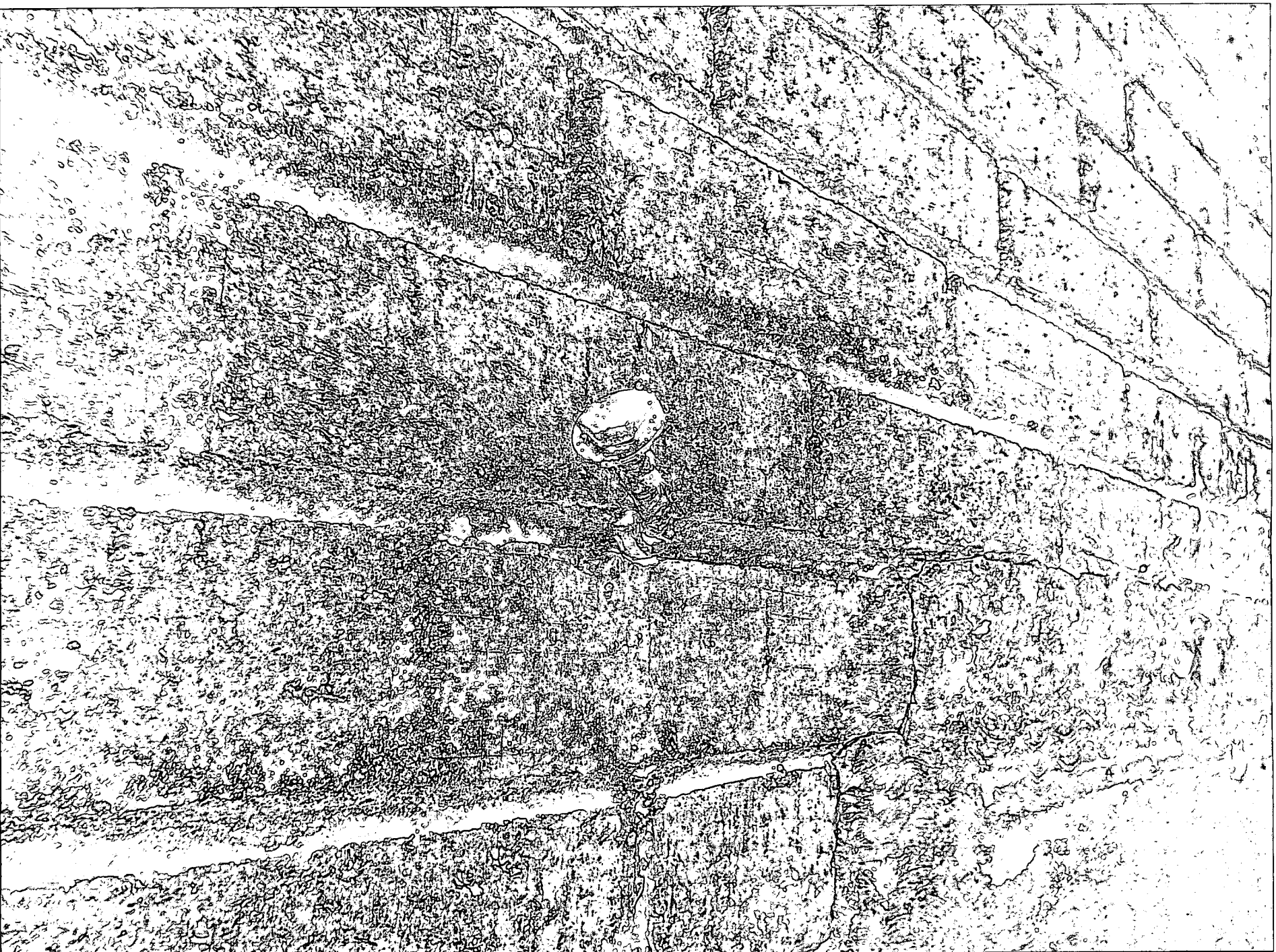












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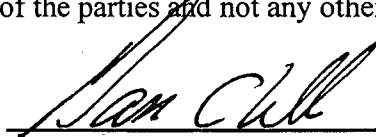
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Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 6, 2017



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