THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Nate Fata, Special Referee

Lower Court Case No. 2016-CP-26-8032
Court of Appeals Case No. 2017-001817

DANIEL ERIC KNIGHT, Respondent,

v.

PHILLIP RAY CAUSEY, Appellant.

RECORD ON APPEAL

VOLUME 1 OF 4

Joseph D. Thompson, III, S.C. Bar No. 66580
111 Coleman Boulevard
Suite 301
Mount Pleasant, South Carolina 29464
Telephone: (843) 720-3460
JThompson@hallboothsmith.com

Attorney for Appellant Phillip Ray Causey

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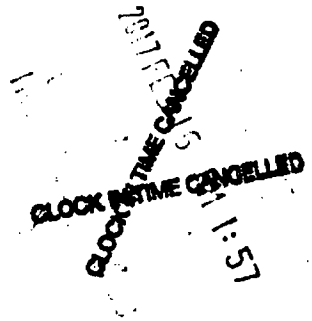
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STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **ORDER OF DEFAULT**

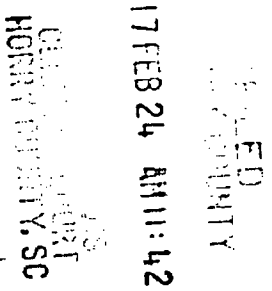


It appearing that entry of default has been obtained in this matter.

It further appearing that a hearing to ascertain damages should be held to determine the amount owed to Plaintiff.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment be entered in an amount to be determined at a hearing to be held filed in favor of the Plaintiff.

AND IT IS SO ORDERED.



Presiding Judge for the 15th Judicial Circuit

This the 24 day of Feb, 2017
Conway, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Daniel Eric Knight,

Plaintiff,

vs.

Phillip Ray Causey,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

Docket No.: 16-CP-26-8032

ORDER OF REFERRAL

FILED
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This matter comes before the Court based on Plaintiff's Motion for Referral. It appearing that the Defendant Phillip Ray Causey has been declared to be in default and an Order of Default has been entered by this Court.

It further appearing that a hearing to ascertain damages should be held to determine the amount owed to Plaintiff. Accordingly,

IT IS ORDERED that this matter be referred with finality to Nate Fata, Esquire, as Special Referee, for a hearing on damages, with any appeal directly to the South Carolina Court of Appeals.

IT IS FURTHER ORDERED that Plaintiff shall notify the Defendant Phillip Ray Causey of the hearing for damages.

AND IT IS SO ORDERED.

Presiding Judge for the 15th Judicial Circuit

Conway, South Carolina
Dated: 3-15, 2017

Consent Signatures to Follow

WE SO MOVE:

P. Brooke Eaves, Esquire
SC Bar No.: 102021
MAGUIRE LAW FIRM
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048
Eaves@maguirelawfirm.com
ATTORNEY FOR PLAINTIFF

I consent to this matter being referred to me as Special Referee, for Horry County, South Carolina

Nate Tata, Special Referee
Horry County, South Carolina

ELECTRONICALLY FILED - 2017 May 30 7:04 AM - HORRY - COMMON PLEAS - CASE#2016CP2608032

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **ORDER GRANTING JUDGMENT**

On April 18, 2017, this matter came before the undersigned for a damages hearing and entry of final judgment in this case. Plaintiff Daniel Eric Knight appeared, along with Plaintiff's counsel, P. Brooke Eaves and Ian D. Maguire of the Maguire Law Firm. Due notice of the hearing was given to Defendant, Phillip Ray Causey. Defendant Phillip Ray Causey personally appeared at the hearing on April 18, 2017.

Procedural Background

Plaintiff was involved in an automobile collision with Defendant Phillip Ray Causey on April 27, 2016. Plaintiff filed a civil action in the Horry County Court of Common Pleas on December 16, 2016. Service of said lawsuit upon Defendant was perfected via personal service on January 2, 2017. Defendant failed to appear to defend the action against him and on February 14, 2017 Plaintiff moved for an Order of Default Judgment against Defendant Causey. The Order of Default was entered on February 21, 2017. Subsequently, Plaintiff moved for an Order of Referral of his case to a Special Referee. On March 15, 2017, the Court referred the case to Nate Fata, Esquire as Special Referee. After proper notice of the same, the hearing to ascertain damages was held on April 18, 2017. Present at the hearing was Plaintiff, counsel for Plaintiff, and the Defendant.

NF

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Testimony of Plaintiff

Plaintiff testified that he is 42 years old and has a three year old daughter. Plaintiff testified that his vehicle was totaled as a result of the impact caused by the Defendant and that crowbars had to be used to open the car doors so that he could get out. Plaintiff believes that he lost consciousness for an undetermined amount of time and was taken to the hospital by ambulance. Plaintiff testified that several days after the accident, on May 15th, 2016, a CT scan showed he had a perforated intestine and was leaking bowel fluid into his abdominal cavity. Plaintiff was admitted for emergency surgery to repair the small intestine. During the surgery, Plaintiff had to be resuscitated and then was subsequently intubated for three days. Plaintiff testified that he has no recollection of the three days that he was intubated.

Plaintiff testified that he also sustained injuries to his lungs and kidneys and had to wear an ostomy bag for approximately fifty-seven days. Plaintiff testified that he was in pain and could not leave his home very often while he had the ostomy bag due to the difficulty of draining it and changing it. Plaintiff testified that trying to regain his strength after the initial surgery was very slow and painful. Plaintiff had to stop and sit in a chair to rest when he would attempt to walk.

Plaintiff testified that he sustained medical bills of $177,134.76, arising from treatment caused by the motor vehicle accident. Plaintiff testified that he lost wages in the amount of $10,578.10 from May 15th, 2016-August 15, 2016. Plaintiff also has permanent restrictions and is unable to lift more than 20 pounds.

Plaintiff testified that he has had a loss of enjoyment of life as a result of this accident. He can no longer power-lift or participate in body building competitions. Plaintiff can no longer pick up his daughter and he has separated from his wife. Moreover, Plaintiff has a very large, conspicuous scar on his torso.

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Testimony of Life Care Planner

Kimberly Piacquadio, who was qualified as a Life Care Planner, testified that Plaintiff will need a home health aide after his next surgery. She also recommended that Plaintiff receive counseling and a nurse case manager to assist with scheduling appointments post-surgery. The Witness testified that Plaintiff would require $97,425.00 in future medical care. That amount is based on expected medical care stemming from Plaintiff's upcoming surgery and does not take into account any additional surgeries that may arise in the future.

Testimony of Treating Physician

Dr. Gilbertas Rimkus, who was qualified as an expert, testified that he performed an urgent laparotomy on Plaintiff on May 15, 2016. Dr. Rimkus also testified that Plaintiff will require additional surgery which will necessitate time away from work. Further, he testified that Plaintiff will require pain control, gradual activity, and diet management post-surgery. Dr. Rimkus also testified that Plaintiff is at an increased risk for developing digestive difficulties in the future and that could even result in a bowel blockage.

Findings

Mr. Knight has suffered permanent injuries, permanent scarring, and significant emotional distress and loss of enjoyment of life. Mr. Knight is a compliant patient, as testified by his treating physician. He is not a complainer. His life has been severely and negatively impacted by the collision as it relates to his family with his wife and young child, with his employment and in regards to his leisure activities. He was a competitive power-lifter who is no longer able to enjoy his hobby due to permanent injuries. His family life has been severely impacted by the collision and the injuries sustained. In addition, he has suffered from severe pain and suffering in connection with the injuries, including the past two surgeries, and will continue to suffer from the upcoming

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May 2017 surgery. His loss of enjoyment of life, both past and future (life expectancy of 37 years), is most significant as is the pain and suffering. The life care plan is ample evidence of the ongoing medical treatment he will need as a direct result of the collision.

Plaintiff's damages are as follows:

Past Medical bills:	$177,134.76
Future Medical bills:	$97,425.00
Past Wage Loss:	$10,578.00
Five Weeks of Future Wages:	$4,068.38

The above listed damages total Two Hundred Eighty Nine Thousand Two Hundred Six Dollars and 14/100 ($289,206.14). The medical specials are directly and causally related to the collision. The additional damages for permanent scarring, past and future pain and suffering, and past and future loss of enjoyment of life, total Three Million Two Hundred Thousand Dollars ($3,200,000).

Based on the testimony, the medical specials, and the expert opinions, I find that the Plaintiff is entitled to $3,489,206.14 in actual damages from the Defendant.

NOW THEREFORE IT IS HEREBY ORDERED that judgement be entered in favor of the Plaintiff and against the Defendant Phillip Ray Causey in the amount of $3,489,206.14.

AND IT IS SO ORDERED.

Nate Fata, Esquire
Special Referee, Fifteenth Judicial Circuit
NATE FATA, P.A.
1500 U.S. Highway 17 North, Suite 215
Post Office Box 16620
Surfside Beach, SC 29587
Tel.: (843) 238-2676
Fax: (843) 238-0240
natefata@fatalaw.com

Dated: May 26, 2017
Surfside Beach, South Carolina

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ELECTRONICALLY FILED - 2017 Aug 03 3:11 PM - HORRY - COMMON PLEAS - CASE#2016CP2608032

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **ORDER DENYING DEFENDANT'S MOTIONS**

On June 29, 2017, this matter came before the undersigned on Defendant's Motion to Set Aside Default, Defendant's Motion for Relief from Judgment Pursuant to SCRCP 60, and Defendant's Post Judgment Motions. For the reasons set forth below, the Court denies the Defendant's motions.

I. BACKGROUND

This case arises out of an automobile collision that occurred in Horry County, South Carolina, on April 27, 2016. Plaintiff Daniel Eric Knight initiated a complaint against Defendant Phillip Ray Causey by filing a Summons and Complaint with the Horry County Clerk of Court on December 16, 2016.

On January 2, 2017, the Summons and Complaint was personally served on Defendant Phillip Ray Causey pursuant to the South Carolina Rules of Civil Procedure. See Hr'g Tr., Pl.'s Exhibit 4:1, June 29, 2017. After Defendant failed to file an Answer, Plaintiff filed an Affidavit of Default as to Defendant on February 14, 2017.

Plaintiff filed a motion for default judgment against Defendant on February 16, 2017. On February 24, 2017, The Court entered an Order declaring that an entry of default against Defendant has been obtained in this matter and that a hearing to ascertain damages should be held to determine the amount owed to Plaintiff.

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On March 2, 2017, Plaintiff filed a motion to refer the case to a Special Referee. On March 22, 2017, the Court entered an Order referring this case to Special Referee Nate Fata.

Defendant was served on April 12, 2017, via first class U.S. mail with Notice of the Damages Hearing along with a copy of the Order of Referral, Motion for Referral, Order of Default, Clocked motion for Default and Affidavit of Default. See Hr'g Tr., Pl.'s Exhibit 4:2-3. In addition, Defendant was personally served on April 13, 2017, with Notices of the Damages Hearing along with a copy of the Order of Referral, Motion for Referral, Order of Default, Clocked motion for Default and Affidavit of Default. See Hr'g Tr., Pl.'s Exhibit 4:4. The Hartford (insurance carrier for Defendant) was also mailed a copy of said documents on April 13, 2017, via U.S. Mail Certified RRR and by faxed letter on April 14, 2017. See Hr'g Tr., Pl.'s Exhibits 2 & 3.

The Special Referee held a damages hearing on April 18, 2017, during which Plaintiff Knight testified about the collision and presented evidence regarding his injuries. Dr. Gilbertas Rimkus, the Plaintiff's treating surgeon, testified at the damages hearing about Plaintiff's injuries and treatment. Kim Piacquadio, RN, CNLCP, testified as to Plaintiff's future damages and provided Plaintiff's life care plan. Defendant Phillip Ray Causey attended the damages hearing and was given the opportunity to participate and conduct cross-examination.

Attorney Joseph D. Thompson, III, filed a notice of appearance on behalf of Defendant on April 21, 2017. On April 25, 2017, Defendant filed a Motion to Set Aside Default.

On April 26, 2017, the Special Referee issued a letter rendering his decision on damages. On May 30, 2017, the Order Granting Judgment against Defendant was filed in the amount of $3,489,206.14.

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On June 6, 2017, Plaintiff filed Plaintiff's memorandum in opposition to Defendant's motion to set aside Default.

On June 8, 2017, Defendant filed Defendant's Post Judgment Motions and Memorandum in Support.

On June 13, 2017, Defendant filed a Motion for Relief from Judgment Pursuant to Rule 60, SCRCP. On June 22, 2017, Defendant filed an affidavit of Defendant Phillip Ray Causey in support of Defendant's pending motions.

On June 29, 2017, Plaintiff filed memoranda opposing each of Defendant's motions. The Affidavit of Shawana Pasley-Shaw was attached in support of Plaintiff's filings.

The Special Referee held a hearing on Defendant's motions on June 29, 2017. For the Defendant, Defense counsel, Joseph D. Thompson, III, of Hall Booth Smith, P.C., appeared at the hearing. For the Plaintiff, Plaintiff's counsel, P. Brooke Eaves Wright and Ian D. Maguire of Maguire Law Firm appeared along with Plaintiff's co-counsel Blake Hewitt of Bluestein, Nichols, Thompson, and Delgado. The parties consented for all of Defendant's pending motions to be heard at the hearing on June 29, 2017.

II. DISCUSSION

The Court reviewed and considered the arguments contained within the pleadings, the Affidavits filed by the parties, the oral argument of counsel and the record. As more fully discussed below, Defendant's motions are denied.

A. Authority and Subject Matter Jurisdiction

In support of its motions, the Defendant argued that the Special Referee lacked the power and subject matter jurisdiction to hold the hearing on Defendant's motions.

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Defendant argued the Special Referee's power is limited to conducting a damages hearing because Defendant believes the Order of Referral contained language limiting the Special Referee's authority. Defendant argued the entire case should be returned to the circuit court based upon his reading of the order of reference and Rule 53, SCRCP.

Plaintiff's counsel disagreed, arguing Rule 53(c) was amended to make clear that the Special Referee has the same power as a circuit court sitting without a jury unless the order of reference limits that authority[1]. Plaintiff contended the order of reference does not contain any express limitations on the Special Referee's authority. Instead, the order of reference gave the Special Referee authority to preside over this entire case, expressly including authority over the damages hearing.

The Court finds the Order of Referral referred this entire case to the Special Referee, which expressly included the hearing on damages. The Order of Referral begins "[t]his matter comes before the Court based on Plaintiff's Motion for Referral." Order of Referral March 22, 2017. When the circuit court stated "[t]his matter", the court was expressly referring to the entire case. See id. The Order goes on to state that "this matter be referred with finality to Nate Fata, Esquire, as Special Referee, for a hearing on damages, with any appeal directly to the South Carolina Court of Appeals". Id. When the circuit court stated "this matter be referred with finality to Nate Fata, Esquire, as Special Referee..." the operative effect was to refer this entire case with finality. Id. The Court believes this interpretation is supported by the words "the matter" in Rule 53, indicating "the matter" means the entire case. See Rule 53, SCRCP.

Rule 53 provides that, "[i]n a default case...some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge..." Rule 53, SCRCP.

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This case has a cause of action which was referred to the Special Referee with finality with direct appeal to the Court of Appeals. I find that under the Circuit Court's Order of Referral filed March 22, 2017, that the matter, meaning the entire case, was referred to me to include the ascertainment of damages as well as any related issues concerning the cause of action that is set forth in the complaint. There is only one cause of action in the Complaint, which is for negligence; therefore, any issues relating to that cause of action were referred to me because Rule 53 references some or all causes of action in a case. When I construe this Order of Referral, I am looking at the entirety of the order and it is apparent that the intention was that the matter, the entire case, be referred to me with finality.

I find the circuit court's order did not include any reservation of power to that court. Based on the Order of Referral, the South Carolina Rules of Civil Procedure, and the arguments of counsel, this Court finds it has the authority to hear Defendant's motions. Accordingly, the Defendant's request that the Order Granting Judgment be voided, vacated, and/or set aside; that the Special Referee be recused/disqualified from any further handling of this case; and that the case be returned to the circuit court for further disposition is hereby denied.

B. Defendant's Motion to Set Aside Default

Rule 55 (c) of the South Carolina Rules of Civil Procedure provides:

"For good cause shown the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b)."

The standard for setting aside default is set forth in Sundown Operating Co. v. Intedge Indus., Inc., 383 S.C. 601, 607 (2009):

> Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule

[1] "Once referred, the master or special referee shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter". Rule 53(c), SCRCP.

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> 55(c) is mere "good cause." Rule 55(c), SCRCP. This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted. Wham v. Shearson Lehman Bros., Inc., 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct.App. 1989). The trial court need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. Dixon v. Besco Engineering, Inc., 320 S.C. 174, 179, 463 S.E.2d 636, 639 (Ct.App.1995). A motion under Rule 55(c) is addressed to the sound discretion of the trial court. Williams v. Stalnaker, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct.App.1994).

A party seeking relief from an entry of default under Rule 55(c), SCRCP, must provide an explanation for the default and give reasons why vacation of the default entry would serve the interest of justice.

In support of his motion, Defendant argued that there is good cause to set aside default because the Defendant had no money to hire a lawyer[2] and did not know what he was doing[3]. See Hr'g Tr. 20:8-16. At the hearing, Defendant argued he is a high school graduate and cannot be assigned the status of a lawyer or a college graduate. See Hr'g Tr. 20:17-21:21. Defendant also argued he treated the situation like he would treat a traffic ticket: by waiting for something with a court date and then show up for the court date. See Hr'g Tr. 20:24-21:7. Defendant contended this situation is different from cases where a corporation was served or an insurance

[2] In paragraph 18 of Defendant's affidavit, Defendant stated, "I did not have the financial means to hire a lawyer to assist me with Mr. Knight's lawsuit. However, at all times, I intended to contest Mr. Knight's case and I expected that I would eventually have an opportunity to defend myself in court. Since I did not own anything of value, I figured that even if I lost the case I would not have to pay a lawyer and there would be nothing for Mr. Knight to collect anyway". See Causey Aff.

[3] In paragraph 19 of Defendant's affidavit, Defendant stated, "I did not understand that I need to file anything or otherwise respond to the papers that I received." See Causey Aff.

agent was served because those are sophisticated people and entities, unlike the Defendant. See Hr'g Tr. 21:22-22:8.

Defendant contended its motion to set aside default was timely because it was filed approximately two months after the default was entered. Defendant contended he had a meritorious defense because he has denied liability for the collision in his affidavit. Defendant contended there would be no prejudice to the Plaintiff unless the cost of the damages hearing incurred by the Plaintiff was at least $25,000.00. The "lost costs" in this case appear to be only about $1,300.00.

In response, Plaintiff's counsel argued that the Defendant has not demonstrated good cause and that the Summons which was served upon the Defendant clearly explained that he had thirty days to Answer. See Hr'g Tr. 23:21-24:4.

Plaintiff's counsel argued that the Defendant's motion to set aside default was untimely because the hearing on damages had already been conducted before said motion was filed. Plaintiff's counsel argued that Dr. Rimkus, the Plaintiff's treating surgeon, had to cancel patient appointments to testify at the hearing. Furthermore, Defendant's motion to set aside default was filed more than two months after the default was entered.

Plaintiff's counsel argued that the degree of prejudice to the Plaintiff if the default were set aside would be substantial because the Plaintiff had already been through the damages hearing and testified extensively about the collision and his injuries, a lengthy experience which was not pleasant. It would cause significant prejudice to make Plaintiff relive this traumatic experience by having to testify all over again. It would also cause substantial prejudice to the Plaintiff because the Plaintiff incurred significant expenses to prepare for the damages hearing

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including the following: payment of $900.00 to Dr. Rimkus for his appearance, payment of $2,554.20 for the nurse life care plan, and $412.00 to the life care planner for her appearance.

As to a meritorious defense, Plaintiff's counsel argued that Defendant Causey never denied liability at the damages hearing and never disputed liability until after the default judgment was already entered. Plaintiff's counsel also argued that the Defendant does not have a meritorious defense and that the Defendant's affidavit is not credible. Plaintiff testified at the damages hearing that Defendant Causey caused the collision and Plaintiff subsequently filed an affidavit from a witness, Shawana Palsey-Shaw, supporting Plaintiff's testimony[4]. See Palsey-Shaw Affidavit. The affidavit states "[t]he Ford PK, driven by Phillip Ray Causey, crossed the center line and struck the Honda driven by Daniel Eric Knight." Palsey-Shaw Aff. The affidavit also stated that "[w]hen Phillip Ray Causey struck Daniel Eric Knight's Honda, the impact caused Daniel Eric Knight's Honda to crash head-on into a GMC SUV." Id. Furthermore, the affidavit stated the affiant "...witnessed Phillip Ray Causey get out of the Ford PK he was driving, run around to the passenger side of the Ford PK, and begin throwing items out of the passenger side of his vehicle into the nearby ravine." Id.

Defendant's statements at the hearing rebut the assertion of a meritorious defense. Defendant's objection to the Palsey-Shaw Affidavit is overruled. The Court has reviewed that Affidavit as it bears on the meritorious defense issue raised by Defendant. However, even without the Palsey-Shaw Affidavit, the Defendant did not meet his burden of having a meritorious defense.

[4] Furthermore, the affidavit of Shawana Pasley-Shaw stated that "[t]he Ford PK, driven by Phillip Ray Causey, crossed the center line many times and kept drifting into the other lane before he finally crossed the center line and struck the Honda driven by Daniel Eric Knight." Palsey-Shaw Aff.

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Defendant Causey's affidavit states that he is 39 years old and is a high school graduate. See Causey Affidavit. The defense has not indicated that Defendant has any problems reading or understanding the English language. To the contrary, from Paragraph 18 of his Affidavit, Mr. Causey appears to assert that because he doesn't own anything of value for Mr. Knight to collect, he wasn't concerned about the lawsuit. The Court believes the summons and its language about the consequences of non-responsiveness are clear. Accordingly, Defendant failed to provide sufficient explanation for the default. Defendant has not met his burden of good cause.

The Court also finds Defendant's motion for relief was not timely because Defendant's motion to set aside default was filed more than two months after the Court entered Default. It was also after the damages hearing had already been held, which Defendant attended and to which he did not object.[5]

As to the second factor, Defendant does not have a meritorious defense. It is difficult to reconcile some of the statements made in Defendant's affidavit such as Defendant's claim of a meritorious defense when compared to other statements suggesting Defendant had no assets and would suffer no actual damage from a judgment. See Causey Aff. Also, Defendant did not deny liability at the hearing on damages. Without question, Defendant's denial of liability in his affidavit meets the definition of a defense, but the Court does not believe it constitutes a "meritorious defense."

As to the third factor, the degree of prejudice, the Court finds there would be significant prejudice to the Plaintiff if default was set aside. The damages hearing had already been held before the Defendant's motion to set aside default was filed. Plaintiff incurred significant expenses and preparation to present his damages at the hearing. Plaintiff also made a substantial

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effort in getting Dr. Rimkus and the life care planner to testify at the damages hearing, and both the Plaintiff and Defendant were present at the hearing. The hearing was lengthy, and all participants, including the Court, made a substantial effort to conduct a fair and complete hearing to achieve a final judgment that was proper and just.

For reasons stated above herein and based on the arguments of counsel, the Defendant's Motion to Set Aside Default is denied.

C. Defendant's Motion for Relief from Judgment pursuant to SCRCP 60

Rule 60(b) of the South Carolina Rules of Civil Procedure provides:

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc. On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud, misrepresentation, or other misconduct of an adverse party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. During the pendency of an appeal, leave to make the motion must be obtained from the appellate court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

[5] On February 24, 2017, The Court entered an Order declaring that entry of default against Defendant has been obtained in this matter. On April 25, 2017, Defendant filed a Motion to Set Aside Default.

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Defense counsel argued the default judgment should be set aside on the grounds of (1) mistake, inadvertence, surprise, or excusable neglect, (2) that the actual costs of Plaintiff's post-hearing surgery constitute "newly discovered evidence" and/or (3) that the judgment is void.

Plaintiff's counsel argued Defendant has not demonstrated any mistake, inadvertence, surprise, or excusable neglect.

Plaintiff's counsel argued the actual costs of Plaintiff's post-hearing surgery does not constitute "newly discovered evidence" because the costs associated with that surgery were accounted for and taken into consideration at the hearing. The evidence presented at the hearing shows that Plaintiff will continue receiving medical treatment for the rest of his life and it would be unfairly burdensome and unreasonable to set aside the judgment every time Plaintiff incurs a new medical bill.

Plaintiff's counsel argued that the default judgment is not void.

The Court finds the life care planner provided an extensive life care plan and testimony to a reasonable degree of life care planning certainty. The life care plan included the estimated costs of a future surgery and it also included other future medical expenses Plaintiff has yet to incur. The post-hearing surgery does not constitute "newly discovered evidence" because there was sufficient evidence presented at the hearing of the costs associated with that surgery. The Court further finds there was sufficient evidence presented at the hearing showing Plaintiff will continue receiving medical treatment for the rest of his life.

The Summons that was served on the Defendant along with the Complaint clearly explained to the Defendant that he was required to answer the complaint within thirty days after service and that if he failed to answer the complaint, judgment by default would be rendered against him. See Summons. The Court finds Defendant has not demonstrated any mistake,

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inadvertence, surprise, or excusable neglect in this case. Again, Defendant has not met his burden.

The Court additionally finds Defendant had proper notice of the damages hearing, the Defendant was properly served pursuant to the South Carolina Rules of Civil Procedure, the Defendant attended and participated in the damages hearing. The record also discloses Defendant's insurance carrier was also mailed/sent actual notice of the Damages Hearing. The Court accordingly finds that there was proper personal jurisdiction over the Defendant and that the default judgment is not void.

For reasons stated above herein and based upon the arguments of counsel, the Defendant's Motion for Relief from Judgment pursuant to SCRCP 60 is denied.

D. Defendant's Post Judgment Motions

I. Notice of Motion for Referral to Special Referee

Defendant argued the Order of Referral was legally defective and failed to transfer the power, authority and subject matter jurisdiction of this case to the Special Referee because Defendant did not receive proper notice of Plaintiff's Notice of Motion and Motion for Referral to Special Referee.

Plaintiff argued that the South Carolina Rules of Civil Procedure did not require service of Plaintiff's Motion for Referral to Special Referral on Defendant because Defendant was already in default for failure to appear at the time Plaintiff's Motion for Referral to Special Referee was filed[6]; Plaintiff argued the Motion for Referral to Special Referee did not fall within Rule 5's exception for pleadings asserting new or additional claims for relief and did not fall

[6] Rule 5, SCRCP, provides that "[n]o service need be made on parties in default for failure to appear, except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for serving of summons in Rule 4, and notice of any trial or hearing on unliquidated damages shall also be given to parties in default." Rule 5, SCRCP.

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within the exception for notice of any trial or hearing on unliquidated damages. See Rule 5, SCRCP.

The Court finds that service of Plaintiff's Motion for Referral to Special Referee on Defendant Causey was not necessary nor required pursuant to Rule 5, SCRCP, because the Defendant was in default and Plaintiff complied with the South Carolina Rules of Civil Procedure. Accordingly, the Order of Referral was not legally defective and the Order properly transferred the power, authority, and subject matter jurisdiction of this case to the Special Referee. See Order of Referral March 22, 2017.

II. Defendant's Request for a Jury Trial

Rule 53, SCRCP, provides that "[a]ny party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court." "Where a party is in default, the right to a jury trial is waived pursuant to Rule 38(d), SCRCP." Gassett v. Gilliam, 317 S.C. 82 (Ct. App. 1994).

Defendant argued that his motion to set aside default filed on April 25, 2017, included a jury trial demand. Defendant further argued that this case should have been decided by a jury.

Plaintiff argued Defendant had long been in default – default was entered February 14, 2017 – at the time Defendant requested a jury trial; therefore, Defendant's right to a jury trial was untimely and had already been waived pursuant to Rule 38(d), SCRCP.

The Court finds Defendant did not file any pleadings in this case requesting a jury trial and that Defendant's motion including a jury trial demand was filed after the Defendant was already in default. Furthermore, Defendant did not request a jury trial at the damages hearing. The Court additionally finds Defendant's right to a jury trial was waived pursuant to Rule 38(d) because the Defendant was in default. See Rule 38(d), SCRCP. Defendant did not demand a jury

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trial until after the damages hearing had been conducted; again, Defendant was present at the damages hearing and never raised that issue during the hearing. For the reasons stated herein, Defendant's request for a jury trial is denied.

III. Defendant's motion for a new trial pursuant to SCRCP 52(b), 59(a)(2), and/or to alter or amend the judgment pursuant to Rule 59(e)

A) Rule 52(b), SCRCP

Rule 52(b) of the South Carolina Rules of Civil Procedure provides that a judgment can be altered or amended, explaining:

> (b) Amendment. Upon motion of a party made not later than 10 days after receipt of written notice of entry of judgment the court may amend its findings or make additional findings and may amend the judgment accordingly, and the motion may be made with a timely motion for a new trial. When findings of fact are made in actions tried by the court without a jury, the question of the sufficiency of the evidence to support the findings may thereafter be raised whether or not the party raising the question has made in the trial court an objection to such findings or has made a motion to amend them or a motion for judgment.

Defense counsel argued that because Plaintiff's third surgery was scheduled shortly after the damages hearing, the record should be reopened and the actual cost of surgery should be considered instead of an estimate; therefore, Defense counsel argued that the judgment or findings should be amended pursuant to Rule 52(b), SCRCP on that basis.

Plaintiff's counsel argued Plaintiff presented substantial evidence of Plaintiff's future damages at the damages hearing, reasonably supporting the Court's findings. The Plaintiff's life care planner testified, in addition to the surgeon who would be providing Plaintiff's future medical care, and the Plaintiff himself testified about his future damages. Kim Piacquadio, RN, CNLCP, testified as to Plaintiff's future damages and provided the life care plan giving ample evidence of the ongoing medical treatment Plaintiff will need as a direct result of the collision. Table 1 of the life care plan accounted for the cost of preoperative, operative, and post-operative

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care that Plaintiff will need as a result of this collision throughout the first year. Table 2 accounts for the best-case scenario of the future expenses following year one throughout the remainder of Plaintiff's life expectancy.

The Court finds Plaintiff is still receiving ongoing medical treatment as a direct result of this collision and will continue to incur future damages throughout his lifespan as explained in the life care plan; therefore, the precise amount of Plaintiff's future damages is not now ascertainable as actual damages. Plaintiff's own testimony at the hearing also supports his future damages and corroborated the testimony from Ms. Piacquadio. The Court finds there was ample testimony proving future medical expenses presented at the damages hearing. Furthermore, it would defy logic to reopen this matter each time Plaintiff receives additional medical treatment. For the foregoing reasons, Defendant's motion for a new trial pursuant to SCRCP 52(b) is denied.

B) Rule 59, SCRCP

Rule 59(a)(2) and Rule 59(e) of the South Carolina Rules of Civil Procedure provide:

> Rule 59(a)(2) New Trials; Amendment of Judgments
> (a) Grounds. A new trial may be granted to all or any of the parties and on all or part of the issues (2) in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in the courts of the State. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.
>
> Rule 59(e) Motion to Alter or Amend a Judgment.
> (e) A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.

"A party cannot use Rule 59(e), SCRCP, to present to the trial court an issue the party could have raised prior to judgment but did not." Peay v. Ross, 292 S.C. 535 (Ct. App. 1987). "[A]n objection to the sufficiency of the evidence cannot be raised for the first time in a motion

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for a new trial; a motion for a directed verdict is a prerequisite to a motion for a new trial on the ground that the evidence does not support the verdict." Id.

Defense counsel argued that because Plaintiff's third surgery was scheduled shortly after the damages hearing, the record should be reopened and the actual cost of surgery should be considered instead of an estimate; therefore, Defense counsel argued the judgment should be amended or a new trial should be granted pursuant to Rules 59(a)(2) and/or Rule 59(e), SCRCP, on that basis.

Plaintiff's counsel argued that the Defendant did not raise any objections to the sufficiency of the evidence at the damages hearing or at any time prior to the entry of the judgment. The Defendant had the opportunity to raise any objections to the life care planner's testimony and the life care plan itself at the time of the damages hearing and failed to do so. The defendant did not make any objections regarding the future damages or the testimony regarding the amount of those damages. Defendant could have raised these issues at any time prior to judgment being entered, but did not.

The Court finds Defendant has not provided a sufficient basis to support Defendant's request for a new trial or amendment of the judgment. For the foregoing reasons, Defendant's motion for a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), and/or to alter or amend the judgment pursuant to SCRCP 59(e) is denied.

IV. Defendant's motion for a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), SCRCP 59(e) on the grounds that the Order granting judgment for $3,489,206.14 is grossly excessive, shocks the conscience and is unsupported by admissible evidence in the record.

"In an action at law, referred to the master for final judgment with direct appeal to the Supreme Court, the appellate court's review is limited to the correction of any error of law; it must affirm the master's factual findings unless there is no evidence that reasonably supports

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those findings." Clark v. Hargrave, 323 S.C. 84, 473 S.E.2d 474 (Ct. App. 1996). "It is only when the verdict is so grossly excessive as to indicate that the jury was so moved by passion or prejudice, or other considerations not founded on the evidence and the instructions of the trial court, that it becomes the duty of this Court, as well as of the trial court, to set it aside absolutely." Peagler v. A. C. L. Railroad Co., 234 S.C. 140, 107 S.E.2d 15 (1959). "Where the amount of the verdict bears a reasonable relationship to the character and extent of the injury and damage sustained, it is not excessive." Watson v. Wilkinson Trucking Co., 244 S.C. 217, 136 S.E.2d 286 (1964).

Defense counsel argued that there was no evidence in the record that Plaintiff will have a permanent injury other than permanent scarring[7] and that Dr. Rimkus said he expects Plaintiff's digestive system will be the same. See Hr'g Tr. 74:18-20; 75:16-20. Defense counsel argued that there is no indication of any permanency with regards to the biologic mesh. See Hr'g Tr. 76:21-77:5.

Defense counsel also argued that no objective evidence supports the Plaintiff's version of events and that no evidence in the record says that the Plaintiff cannot lift weights. See Hr'g Tr. 79:4-16; 81:7-8, 81:24-82:2. Defense counsel argued that Plaintiff's testimony that he lost consciousness, that he had to be intubated, that he had to be resuscitated, and that he had lifting restrictions were all false statements that are not supported by the facts, factual evidence, nor the medical records in the record. See Hr'g Tr. 78:23-79:16; 74:1-4; 80:8-14. Defense counsel argued that Plaintiff's testimony is not credible because Plaintiff is contradicted by the medical records in evidence. See Hr'g Tr. 78:6-25.

[7] "And again, I will concede permanent scarring." See Hr'g Tr. 77:19-23.

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Defense counsel argued that plenty of powerlifters have hernia surgery and that nobody said Plaintiff cannot do the things he enjoys doing. See Hr'g Tr. 82:2-6; 86:8-10. Defense counsel argued that nothing justifies Plaintiff getting $230 per day for the rest of his life and that he can do everything he could do before. See Hr'g Tr. 86:13-87:17. Defense counsel argued that the judgment is excessive and that he thinks the total value of this case is $1,000,000. See Hr'g Tr. 97:12-98:1. Defense counsel stated that the past medical bills and past wage loss is not contested[8].

Plaintiff's counsel argued that the judgment is not excessive given the permanent scar across Plaintiff's stomach, the permanent mesh in Plaintiff's body the rest of his life, the portion of Plaintiff's body that had to be removed, the damage done to Plaintiff's digestive system, and the detrimental impact this collision has made on Plaintiff's life. See Hr'g Tr. 105:7-21. Plaintiff's counsel argued that the evidence shows that Plaintiff had to worry about leaking bowel fluid all over his clothes while he had an ostomy bag for a significant period of time as a result of this collision and that the ostomy bag had to be changed every time it became full and needed to be drained about every hour and a half. See Hr'g Tr. 35:7-36:9, April 18, 2017.

Plaintiff's counsel argued that Plaintiff's injury was very different from a simple hernia and was substantially more significant. Plaintiff's counsel explained that this collision actually perforated the Plaintiff's small intestines, a portion of which had to be removed, and then mesh had to be permanently inserted into Plaintiff's body to replace it and that this injury required Plaintiff to undergo three surgeries. See Hr'g Tr. 105:22-106-9, June 29, 2017.

With regards to Plaintiff's credibility as a witness, Plaintiff's counsel argued that Plaintiff's testimony is supported by the medical records presented as evidence at the damages

[8] "You know, the – the past medical bills are not contested." "The wage loss says, you know, not contested." See

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hearing. Plaintiff's counsel argued that the medical records from the Conway Medical Center Emergency Room on April 27, state that Plaintiff did lose consciousness[9], which is completely consistent with and corroborates Plaintiff's testimony. See Hr'g Tr., Pl.'s Exhibit 19:674. Plaintiff's counsel argued that medical records from Conway Medical Center with the admission date of May 15, 2016, state that Plaintiff had to be resuscitated with crystalloid[10], which corroborates Plaintiff's testimony that he did have to be resuscitated.

Plaintiff's counsel argued that Plaintiff's testimony was consistent with the nurse life care planner, Kim Piacquadio, RN, CNLCP, who testified Plaintiff will no longer be able to eat a regular diet or the diet he has in the past due to his surgeries from this collision. See Hr'g Tr. 103:23-25. Furthermore, she testified Plaintiff will have an altered elimination pattern going forward because he will now have a shorter bowel which brings with it its own challenges. See Hr'g Tr. 85:17-25, April 18, 2017. Ms. Piacquadio also testified that "he [Plaintiff] won't be able to function in the same ways going forward as far as weight lifting and dieting and nutrition and the life he was accustomated to living pre-accident." See Hr'g Tr. 86:8-11, April 18, 2017. Ms. Piacquadio further testified that there is pain in Plaintiff's abdomen and low back that continues with very little relief from medication. See Hr'g Tr. 85:13-15. Furthermore, Ms. Piacquadio testified that she strongly recommends nutritional therapy for Plaintiff because he was not going to be able to eat the same type of diet anymore because of the impact of the surgery from this accident. See Hr'g Tr. 89:11-25.

Hr'g Tr. 94: 10-14; 95: 13-16, June 29, 2017.

[9] "Loss of consciousness: the patient experienced loss of consciousness, the patient was "dazed". Hr'g Tr., Pl.'s Exhibit 19:674.

[10] "He has been resuscitated with crystalloid and given broad spectrum IV antibiotics. We will take him to the operating room this morning for exploratory laparotomy and possible bowel resection and possible ostomy." Hr'g Tr., Pl.'s Exhibit 19: 48-49.

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Plaintiff's counsel argued that Dr. Rimkus testified that Plaintiff has a twenty pound lifting restriction. See Hr'g Tr. 114: 9-12. Ms. Piacquadio, the life care planner, also testified as to Plaintiff's lifting restrictions and the resulting impact on Plaintiff's life. See Hr'g Tr. 84:24-85:12. Plaintiff testified that he had to miss time from work[11] and is unable to do all of his job duties with patients because part of his job as a physical therapy assistant is lifting patients - which he cannot do now. See Hr'g Tr. 60:8-61:8. Plaintiff's testimony regarding his digestive issues and the foods he can no longer eat or tolerate because of these injuries is consistent with Ms. Piacquadio's testimony. See Hr'g Tr. 61:18-62:15.

Evidence was presented at the hearing showing that as a result of this collision, biologic mesh was inserted into Plaintiff's body at the ileostomy site and will remain inside him permanently for the rest of his life. Dr. Rimkus testified that biologic mesh was used and that mesh will stay in Plaintiff for the rest of his life. See Hr'g Tr. 110:4-11. Dr. Rimkus testified that the biologic mesh is approximately six by ten centimeters and was incorporated into Plaintiff's body tissues. See Hr'g Tr. 110:4-11. Dr. Rimkus also testified Plaintiff will have permanent scars on his abdomen as a result of these procedures. See Hr'g Tr. 113:24-25; 114:1-2. Plaintiff's counsel argued that the Plaintiff lifted his shirt at the damages hearing to show his "ghastly" scar and this was before he had the third surgery, which no doubt made the scar worse. See Hr'g Tr. 71:19-72:5.

Plaintiff testified that he will not be able to be a competitive power lifter anymore and that he is embarrassed to take his shirt off now at the beach due to the permanent scars. See Hr'g Tr. 59:2-6; 67:22-68:15. Plaintiff testified that that is not able to lift his twenty-three pound daughter and is not able to play with her like he could before this collision. See Hr'g Tr. 59:7-

[11] "You know, the – the past medical bills are not contested." "The wage loss says, you know, not contested." See

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15. Plaintiff's counsel argued that there is substantial evidence in the record that reasonably supports the factual findings and reasonably supports the amount of the judgment.

The Court finds the judgment was not motivated by any prejudice or passion, or any other considerations not founded on the evidence. The Court listened intently to the evidence at the damages hearing and firmly believes the amount of the judgment bears a reasonable relationship to the character and the extent of the injuries and damages sustained by the Plaintiff. The Court viewed Plaintiff's scar, which is very large and grotesque, and there was substantial evidence presented at the damages hearing indicating this collision had and will continue to have a dramatic impact on Plaintiff's life. The evidence in the record shows that Plaintiff will need ongoing future medical treatment and there was ample testimony to support the findings of the past, present, ongoing, and future damages in this case. The judgment does not shock the Court's conscience.

For the reasons stated herein, the Defendant's motion for a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), SCRCP 59(e) on the grounds that the Order granting judgment for $3,489,206.14 is grossly excessive, shocks the conscience and is unsupported by admissible evidence in the record is denied.

V. Defendant's motion for a new trial for failure of due process afforded Defendant Causey and/or demonstrated bias of the Special Referee.

A) Defendant's Father

Defendant argued that due process was not provided because the Defendant's father was excluded from the damages hearing. Plaintiff's counsel argued that the Court did not exclude the Defendant's father from the damages hearing at any time. Defense counsel conceded that the

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Hr'g Tr. 94: 10-14; 95: 13-16, June 29, 2017.

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record does not state the Defendant's father was denied entry and there is nothing in this record that explains why Mr. Causey's dad did not enter.[12]

The Defendant's father is a grown man over the age of forty years old and he could have come into the room and stayed if he wanted to. The record does not reflect that he was not allowed to stay and there is nothing in the record that says anyone asked him to leave. Furthermore, Defendant never stated that he wanted his father in the room at the damages hearing. The Court finds Defendant's father was not excluded from the damages hearing, which was open to the public. Defendant did not ask at any time for anyone to be present with him during the hearing. The Court has not been presented with any facts or authority suggesting any violation of due process and therefore concludes Defendant's due process rights were not violated.

B) Opening Statements

Defense counsel argued that the Defendant's due process rights were violated because the Defendant was not offered an opportunity to give an opening statement. Defense counsel argued that this demonstrated bias of the Special Referee because Plaintiff's counsel was allowed to give an opening statement.

"During a default damages trial, the defendant's participation shall be limited to cross-examination and objection to the plaintiff's evidence." Limehouse v. Hulsey, 397 S.C. 49 (Ct. App. 2011), *reversed*, 404 S.C. 93 (2013) – add parallel citations. "If our courts were to allow a defaulting defendant to fully participate in a post-default hearing, we believe there would be no consequence of default." Id. The Court finds Defendant was not entitled to give an opening

[12] "There is nothing in this record – this court did not engage in a discussion or explain why Mr. Causey's dad did not enter." Lines 16-19, p. 132 . "Where does it say in the record he was not allowed to stay, Counsel? Where does it say that? "I will concede it does not say that." Pg. 133.

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statement. In addition, Defendant did not request to give an opening statement. The Court believes Defendant's participation was appropriately limited to cross-examination and objection to the Plaintiff's evidence pursuant to South Carolina law. Accordingly, the Court concludes that no bias was demonstrated and the Defendant's due process rights were not violated. In addition, no contemporaneous objection was made.

C) Evidentiary Objections

Defense counsel argued that the Defendant's due process rights were violated because hearsay was allowed, leading questions were allowed, Defendant did not understand what was happening, he was given 1200 pages of medical records at the damages hearing without time to review the records, and the life care planner's testimony was outside the bounds of her qualifications.

Plaintiff argued that the Special Referee did not demonstrate any bias in this matter and Defendant Causey was afforded due process. The Special Referee gave the Defendant ample opportunities to raise objections and ask questions of the witnesses throughout the hearing. The hearing transcript is filled with examples of opportunities when the Special Referee allowed Defendant Causey to raise objections and ask questions[13].

With regards to the medical records, if Defendant had appeared in this case and served discovery requests on Plaintiff, then Defendant would have been entitled to receive a copy of the medical records prior to the hearing. However, Defendant failed to Answer, failed to appear case, and failed to serve any discovery requests prior to the damages hearing. Defendant cannot legitimately complain he did not have time to review the medical records prior to the hearing when Defendant never made any attempt to request the medical records and failed to follow the

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South Carolina Rules of Civil Procedure. Furthermore, Defendant did not raise any valid or proper objections during the damages hearing, at any point.

The Court finds Defendant was given the opportunity to object to the exhibits and evidence and made no objections. The Court also finds Defendant was allowed to put any objections on the record and was allowed to ask questions of the witnesses, but did not do so. When Plaintiff's counsel showed the medical records to the Defendant and offered them into evidence, the Defendant stated "Ain't no reason – I mean I ---It'd take me six years to Sunday and read all that". See Hr'g Tr. 52:1-8. The Court did not take this statement as any sort of objection to the records, but instead as a concession to the information's admission.

The Court wishes to expressly note it went to lengths to make sure Defendant understood he could ask questions and Defendant still did not ask questions of the witnesses. Defendant did not raise any objections as to the life care planner's qualifications. None of Defendant's evidentiary issues were raised during the damages hearing and they are not timely.

In Limehouse v. Hulsey, the South Carolina Supreme Court held that the Circuit Court judge correctly precluded a defaulting defendant from engaging in discovery and "limited his participation to cross-examination and objection to the plaintiff's evidence". Limehouse v. Hulsey, 404 S.C. 93, add parallel cite (2013). "If our courts were to allow a defaulting defendant to fully participate in a post-default hearing, we believe there would be no consequence of default." Id. The Court finds the Defendant was not entitled to review copies of the Plaintiff's medical records prior to the damages hearing.

[13] For example, the Court said "Mr. Causey, please ask any questions you might have if any" and Mr. Causey's response was "I don't have none." Pg. 99, lines 21-24.

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In conclusion, the Court finds that these issues are not timely raised and also that Defendant's due process rights were not violated because Defendant was given every opportunity to make objections and cross-examine the witnesses and chose not to do so.

D) Pro Se Defendant

The Defendant argued he was not afforded due process because he never indicated that he desired or intended to proceed pro se.

At the damages hearing, Defendant never asked for a lawyer or stated that he wanted a lawyer. Furthermore, Defendant's affidavit shows that he had no desire to hire a lawyer or the means to pay for a lawyer. Defendant's affidavit states "I did not have the financial means to hire a lawyer to assist me with Mr. Knight's lawsuit...I figured that even if I lost the case I would not have to pay a lawyer and there would be nothing for Mr. Knight collect anyway." See Causey Aff. This statement is internally inconsistent and it appears to the Court (who conducted the damages hearing and had the ability to assess Defendant's demeanor) that Defendant chose to participate in the damages hearing as a pro se litigant and his due process rights were not violated.

E) Timing of Order of Judgment

Defense counsel argued that Defendant did not receive due process, impartial justice or fair consideration because the Order granting judgment was entered before the hearing was held on Defendant's motion to set aside default[14]. Defense counsel argued that he expressly objected to the entry of the order until after Defendant's motion to set aside default had been heard.

[14] Defense counsel emailed the Special Referee on April 25, 2017, requesting that the Order of Default Judgment be held in abeyance until after the hearing on Defendant's motion to set aside default. Hr'g Tr., Def.'s Exhibit 1.

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On April 25, 2017, defense counsel filed a motion to set aside default and then emailed the Special Referee in which Defendant "respectfully request that an Order/Judgment of the Special Referee should not be issued/held in abeyance until after the Circuit Court disposes of the now pending motion." Defense counsel's email also requested that Plaintiff's counsel consent to the request. Plaintiff's counsel replied stating that Plaintiff would not consent to the request because the default judgment hearing was already conducted and concluded seven days prior to Defendant's motion to set aside default. Plaintiff's counsel further responded stating "I don't see how it would not be appropriate for the Special Referee to issue a timely Order when he was given jurisdiction by the court to hold a damages hearing in this matter."

Defense counsel did not file a motion to hold the order of judgment in abeyance and his email stated this was a respectful request rather than an objection. Defendant did not present any authority supporting his argument that the Court should have delayed entering the default judgment immediately upon receipt of Defendant's motion to be relieved from default. By the time defendant filed the motion, the damages hearing had already occurred. This was a lengthy hearing at which Defendant himself was personally present and to which Defendant did not object. The court has faithfully considered Defendant's motion to be relieved of default and has applied the "good cause" standard - a lower standard than is applicable under Rule 60 - and determined there is no good cause. Given the absence of good cause, the Court is not persuaded that Defendant has been prejudiced in any way by the procedure or timing of the motion's consideration.

F) Notice of Damages Hearing

In Defendant's post-trial motions, Defense counsel argued Defendant attempted to raise an objection at the damages hearing regarding notice by stating, "I mean I got this paper in the

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mail like yesterday. I mean this package came in the mail yesterday and I mean I didn't even know---". (Damages hearing transcript, p. 8). Defense counsel argued that due process was violated because Defendant's alleged concern regarding the timing of the proceeding was not addressed in the record at the damages hearing.

During the hearing on Defendant's motions, Defense counsel argued for the first time that Defendant should have received ten days notice of the damages hearing pursuant to Rule 6[15], SCRCP, instead of the six days notice the Defendant received. Defense counsel argued that Rule 6 should apply because Rule 6 governs motions and the Plaintiff had to file a motion to have a hearing on damages. Defense counsel argued that Rule 55(b) provides parties who have appeared in an action are entitled to three days of notice; however, the rule is silent as to how many days of notice a defendant is entitled to if he has not appeared in the action.

Plaintiff's counsel argued that Rule 6, SCRCP, did not apply because the damages hearing was not a motion hearing[16]. The damages hearing on April 18, 2017, was not a hearing on Plaintiff's motion for default judgment (which had already been granted), but instead was merely a hearing to ascertain the amount of the damages for the default judgment[17]. Plaintiff's counsel argued that Rule 5, SCRCP, applies which provides "[n]o service need be made on parties in default for failure to appear, except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for serving of summons in Rule 4, and notice of any trial or hearing on unliquidated damages shall also be given to

[15] "A written motion other than one which may be heard ex parte, and notice of the hearing thereof, shall be served not later than ten days before the time specified for the hearing, unless a different period is fixed by these rules of by an order of the court." Rule 6(d), SCRCP.

[16] Plaintiff filed a motion for default judgment on February 16, 2017, and the Order granting that motion was filed on February 24, 2017, without a hearing. The Defendant was served with Plaintiff's motion for default judgment on February 16, 2017. After the Court granted Plaintiff's motion for default judgment against the Defendant, the Plaintiff scheduled the hearing to determine the amount of the damages.

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parties in default." Rule 5, SCRCP. Plaintiff's counsel argued that Rule 55(b), SCRCP, requires that the Defendant be given three days' notice of the damages hearing. Plaintiff's counsel argued that Defendant was given six days notice, even though the rules only require three days notice, and that the Defendant was served both personally and by mail.

The Court finds Defendant was personally served with notice of the damages hearing and had actual notice, which is more than the rules require. The rules do not require actual notice of the damages hearing, but Plaintiff's counsel had the Defendant personally served. The Court wishes to also note that while Defendant stated at the hearing he had received notice in the mail, Defendant did not inform the Court that he had also been personally served.

Defendant attended the damages hearing and did not object at the hearing or lodge any request for more time. The record discloses Defendant was given proper notice and did appear and participate at the hearing; therefore, the Defendant suffered no legally cognizable prejudice.

Also, Defendant's written motion argues Defendant did not receive due process because his alleged attempt to object to notice was not addressed on the record at the damages hearing. However, Defendant's motion does not argue that the notice of the damages hearing was inadequate or in violation of the rules. In fact, defense counsel never raised an objection regarding the timing of the notice that Defendant was given until oral arguments at the hearing on Defendant's motions.

Accordingly, this issue is not properly before the Court. However, if the issue had been timely raised, it is denied because the Defendant received adequate and timely notice. I find that Rule 6 does not apply and the Defendant was not entitled to ten days notice. Instead, South Carolina law provides that it is the better practice for Plaintiff's counsel to give the Defendant

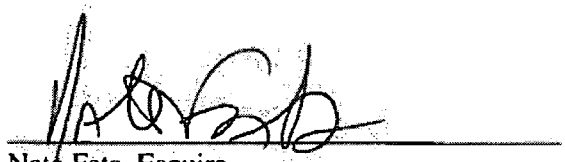
[17] If this were a motion, then Rule 6 still would not apply because Defendant's in default for failure to appear are not

four days notice, when no appearance has been made, of the time and place of the unliquidated damages hearing[18]. See Lewis v. Congress of Racial Equality and/or C. O. R. E., Inc., 275 S.C. 556, 274 S.E.2d 287 (1981). The Court finds Plaintiff's counsel gave the Defendant six days' notice of the damages hearing, which exceeds the amount of notice required by South Carolina law. Accordingly, I find that the damages hearing is not void.

III. CONCLUSION

Based on the foregoing and upon the arguments of counsel, the Court **DENIES** the Defendant's motions in their entirety.

AND IT IS SO ORDERED.



Nate Fata, Esquire
Special Referee, Fifteenth Judicial Circuit

Dated: August 1, 2017
Surfside Beach, South Carolina

entitled to any notice of a motion pursuant to Rule 5, SCRCP.

[18] "Problems growing out of such hearings convince us that hereafter in all unliquidated-damages default hearings, even when no appearance has been made, it is the better practice for claimant's counsel to give to the defending party four days notice, as set out in § 15-9-960 of the Code, of the time and place of the hearing." Lewis v. Congress of Racial Equality and/or C. O. R. E., Inc., 275 S.C. 556 (1981).

ELECTRONICALLY FILED - 2017 Aug 03 3:11 PM - HORRY - COMMON PLEAS - CASE#2016CP2608032

NATE FATA, P.A.
ATTORNEY AT LAW

P.O. Box 16620
The Courtyard, Suite 215
Surfside Beach, South Carolina 29587
Telephone (843) 238-2676
Telecopier (843) 238-0240

VIA EMAIL

April 26, 2017

P. Brooke Eaves, Esq.
Maguire Law Firm
1600 North Oak Street, Suite B
Myrtle Beach, SC 29577
eaves@maguirelawfirm.com

Re: Daniel Eric Knight vs. Phillip Ray Causey
Civil Action No. 2016-CP-26-8032

Dear Brooke:

I have carefully reviewed the testimony and evidence offered at the damages hearing. Please prepare an Order Granting Judgment against the Defendant Phillip Ray Causey in the total amount of Three Million Four Hundred Eighty Nine Thousand Two Hundred Six Dollars and 14/100 ($3,489,206.14). The Order should reflect the following damages:

Past medical specials of $177,134.76;
Future medicals of $97,425.00;
Past wages of $10,578; and
Five weeks of future wages of $4,068.38.

The above listed damages items total Two Hundred Eighty Nine Thousand Two Hundred Six Dollars and 14/100 ($289,206.14). The medical specials are directly and causally related to the collision. The additional damages for permanent scarring, past and future pain and suffering, and past and future loss of enjoyment of life, total Three Million Two Hundred Thousand Dollars ($3,200,000).

The Order should provide that Mr. Knight has suffered permanent injuries, permanent scarring and significant emotional distress and loss of enjoyment of life. Mr. Knight is a compliant patient, as testified by his treating physician. He is not a complainer. His life has been severely and negatively impacted by the collision on a family level with his wife and young child, on his employment level and on his hobby level. He was a national champion power lifter who is no longer able to enjoy his hobby due to the permanent injuries. His family life has been severely impacted by the collision and the injuries sustained. In addition, he has suffered from severe pain and suffering in connection with the injuries, the past two surgeries and will continue to

suffer from the upcoming May 2017 surgery. His loss of enjoyment of life, past and in the next 37 years (life expectancy), is most significant as is the pain and suffering. The life care plan is ample evidence of the ongoing medical treatment he will need as a direct result of the collision.

Please include in the Order that the testimony of Dr. Rimkus, life care planner Kimberly Pacquadio, and Mr. Knight were compelling.

I look forward to receiving the proposed Order in Word formant within the next fourteen days.

With best regards, I remain

Very truly yours,
NATE FATA, P.A.

Nate Fata

NF/sh

cc: Phillip Ray Causey
Joseph D. Thompson, III, Esq. jthompson@hallboothsmith.com
Ian Maguire, Esq. ian@maguirelawfirm.com

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Nate Fata, Special Referee

Case No. 2016-CP-26-8032

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SC Court of Appeals

DANIEL ERIC KNIGHT ..... Respondent,

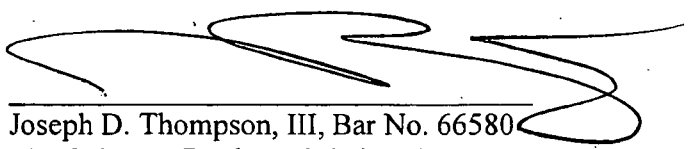
v.

PHILLIP RAY CAUSEY ..... Appellant.

NOTICE OF APPEAL

Phillip Ray Causey appeals the Order Granting Judgment of Special Referee Nate Fata entered May 30, 2017 and the Order Denying Defendant's Motions of Special Referee Nate Fata entered August 3, 2017. Appellant received Notice of Electronic Filing of entry of the Order Denying Defendant's Motions on August 3, 2017.

HALL BOOTH SMITH, PC



Joseph D. Thompson, III, Bar No. 66580
111 Coleman Boulevard, Suite 301
Mount Pleasant, South Carolina 29464
Telephone: (843) 720-3460

Attorneys for Appellant Phillip Ray Causey

Dated: August 31, 2017

OTHER COUNSEL OF RECORD:

Ian D. Maguire, Esq.
P. Brooke Eaves, Esq.
Maguire Law Firm
1600 North Oak Street, Suite B
Myrtle Beach, SC 29577
P: 843-361-7549
F: 843-361-7048

Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Nate Fata, Special Referee

Case No. 2016-CP-26-08032

RECEIVED
SEP 01 2017
SC Court of Appeals

DANIEL ERIC KNIGHT ..... Respondent,

v.

PHILLIP RAY CAUSEY ..... Appellant.

PROOF OF SERVICE

I certify that I have served the Appellant's Notice of Appeal upon the Respondent by depositing a copy of same in the United States Mail, First Class postage prepaid, on August 31, 2017, addressed to Respondent's attorneys of record, addressed as follows:

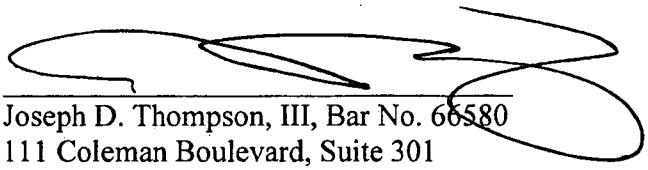
Ian D. Maguire, Esq.
P. Brooke Eaves, Esq.
Maguire Law Firm
1600 North Oak Street, Suite B
Myrtle Beach, SC 29577

Special Referee Nate Fata
Nata Fata, PA
1500 U.S. Highway 17 North
Post Office Box 16620
The Courtyard, Suite 215
Surfside Beach, SC 29587

Honorable Renee Elvis
Horry County Clerk of Court
Post Office Box 677
Conway, SC 29528-0677

(Signature on the following page)

HALL BOOTH SMITH, PC



Joseph D. Thompson, III, Bar No. 66580
111 Coleman Boulevard, Suite 301
Mount Pleasant, South Carolina 29464
Telephone: (843) 720-3460

Attorneys for Appellant Phillip Ray Causey

Dated: August 31, 2017

H|B|S HALL BOOTH SMITH, P.C.

Joseph D. Thompson, III
P: (843) 720-3469
E: jthompson@hallboothsmith.com

111 Coleman Boulevard, Suite 301
Mount Pleasant, SC 29464
W: www.hallboothsmith.com
P: (843) 720-3460 F: (843) 720-3458

August 31, 2017

Via Federal Express

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street (29201)
Post Office Box 11629
Columbia, SC 29211

Re: *Daniel Eric Knight v. Phillip Ray Causey*
Case No.: 2016-CP-26-8032
HBS File No.: 2010.0146

Dear Ms. Kitchings:

Enclosed please find the original and one copy of Notice of Appeal. We have also enclosed our firm's check for the filing fee of $100.00. Please file the original and return the clocked copy to our office in the enclosed self-addressed stamped envelope. Thank you for your assistance in this matter.

Very truly yours,

Joseph D. Thompson, III

JDT,III/vr

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SC Court of Appeals

Enclosures
cc: Ian D. Maguire, Esq.
P. Brooke Eaves, Esq.
Nate Fata, Special Referee
Horry County Clerk of Court

ORIGIN ID:RBWA (843) 720-3497
JACK GRESH
JACK GRESH
111 COLEMAN BOULEVARD
SUITE 301
MOUNT PLEASANT, SC 29464
UNITED STATES US

SHIP DATE: 31AUG17
ACTWGT: 2.00 LB
CAD: 103388659/INET3920

BILL THIRD PARTY

TO HON. JENNY ABBOTT KITCHINGS
SC COURT OF APPEALS
1220 SENATE STREET

COLUMBIA SC 29201
(803) 734-1890
INV:
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ELECTRONICALLY FILED - 2017 May 30 7:04 AM - HORRY - COMMON PLEAS - CASE#2016CP2608032

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **ORDER GRANTING JUDGMENT**

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SC Court of Appeals

On April 18, 2017, this matter came before the undersigned for a damages hearing and entry of final judgment in this case. Plaintiff Daniel Eric Knight appeared, along with Plaintiff's counsel, P. Brooke Eaves and Ian D. Maguire of the Maguire Law Firm. Due notice of the hearing was given to Defendant, Phillip Ray Causey. Defendant Phillip Ray Causey personally appeared at the hearing on April 18, 2017.

Procedural Background

Plaintiff was involved in an automobile collision with Defendant Phillip Ray Causey on April 27, 2016. Plaintiff filed a civil action in the Horry County Court of Common Pleas on December 16, 2016. Service of said lawsuit upon Defendant was perfected via personal service on January 2, 2017. Defendant failed to appear to defend the action against him and on February 14, 2017 Plaintiff moved for an Order of Default Judgment against Defendant Causey. The Order of Default was entered on February 21, 2017. Subsequently, Plaintiff moved for an Order of Referral of his case to a Special Referee. On March 15, 2017, the Court referred the case to Nate Fata, Esquire as Special Referee. After proper notice of the same, the hearing to ascertain damages was held on April 18, 2017. Present at the hearing was Plaintiff, counsel for Plaintiff, and the Defendant.

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Testimony of Plaintiff

Plaintiff testified that he is 42 years old and has a three year old daughter. Plaintiff testified that his vehicle was totaled as a result of the impact caused by the Defendant and that crowbars had to be used to open the car doors so that he could get out. Plaintiff believes that he lost consciousness for an undetermined amount of time and was taken to the hospital by ambulance. Plaintiff testified that several days after the accident, on May 15th, 2016, a CT scan showed he had a perforated intestine and was leaking bowel fluid into his abdominal cavity. Plaintiff was admitted for emergency surgery to repair the small intestine. During the surgery, Plaintiff had to be resuscitated and then was subsequently intubated for three days. Plaintiff testified that he has no recollection of the three days that he was intubated.

Plaintiff testified that he also sustained injuries to his lungs and kidneys and had to wear an ostomy bag for approximately fifty-seven days. Plaintiff testified that he was in pain and could not leave his home very often while he had the ostomy bag due to the difficulty of draining it and changing it. Plaintiff testified that trying to regain his strength after the initial surgery was very slow and painful. Plaintiff had to stop and sit in a chair to rest when he would attempt to walk.

Plaintiff testified that he sustained medical bills of $177,134.76, arising from treatment caused by the motor vehicle accident. Plaintiff testified that he lost wages in the amount of $10,578.10 from May 15th, 2016-August 15, 2016. Plaintiff also has permanent restrictions and is unable to lift more than 20 pounds.

Plaintiff testified that he has had a loss of enjoyment of life as a result of this accident. He can no longer power-lift or participate in body building competitions. Plaintiff can no longer pick up his daughter and he has separated from his wife. Moreover, Plaintiff has a very large, conspicuous scar on his torso.

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Testimony of Life Care Planner

Kimberly Piacquadio, who was qualified as a Life Care Planner, testified that Plaintiff will need a home health aide after his next surgery. She also recommended that Plaintiff receive counseling and a nurse case manager to assist with scheduling appointments post-surgery. The Witness testified that Plaintiff would require $97,425.00 in future medical care. That amount is based on expected medical care stemming from Plaintiff's upcoming surgery and does not take into account any additional surgeries that may arise in the future.

Testimony of Treating Physician

Dr. Gilbertas Rimkus, who was qualified as an expert, testified that he performed an urgent laparotomy on Plaintiff on May 15, 2016. Dr. Rimkus also testified that Plaintiff will require additional surgery which will necessitate time away from work. Further, he testified that Plaintiff will require pain control, gradual activity, and diet management post-surgery. Dr. Rimkus also testified that Plaintiff is at an increased risk for developing digestive difficulties in the future and that could even result in a bowel blockage.

Findings

Mr. Knight has suffered permanent injuries, permanent scarring, and significant emotional distress and loss of enjoyment of life. Mr. Knight is a compliant patient, as testified by his treating physician. He is not a complainer. His life has been severely and negatively impacted by the collision as it relates to his family with his wife and young child, with his employment and in regards to his leisure activities. He was a competitive power-lifter who is no longer able to enjoy his hobby due to permanent injuries. His family life has been severely impacted by the collision and the injuries sustained. In addition, he has suffered from severe pain and suffering in connection with the injuries, including the past two surgeries, and will continue to suffer from the upcoming

NC

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May 2017 surgery. His loss of enjoyment of life, both past and future (life expectancy of 37 years), is most significant as is the pain and suffering. The life care plan is ample evidence of the ongoing medical treatment he will need as a direct result of the collision.

Plaintiff's damages are as follows:

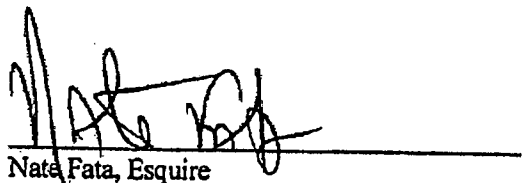
Past Medical bills:	$177,134.76
Future Medical bills:	$97,425.00
Past Wage Loss:	$10,578.00
Five Weeks of Future Wages:	$4,068.38

The above listed damages total Two Hundred Eighty Nine Thousand Two Hundred Six Dollars and 14/100 ($289,206.14). The medical specials are directly and causally related to the collision. The additional damages for permanent scarring, past and future pain and suffering, and past and future loss of enjoyment of life, total Three Million Two Hundred Thousand Dollars ($3,200,000).

Based on the testimony, the medical specials, and the expert opinions, I find that the Plaintiff is entitled to $3,489,206.14 in actual damages from the Defendant.

NOW THEREFORE IT IS HEREBY ORDERED that judgement be entered in favor of the Plaintiff and against the Defendant Phillip Ray Causey in the amount of $3,489,206.14.

AND IT IS SO ORDERED.



Nate Fata, Esquire
Special Referee, Fifteenth Judicial Circuit
NATE FATA, P.A.
1500 U.S. Highway 17 North, Suite 215
Post Office Box 16620
Surfside Beach, SC 29587
Tel.: (843) 238-2676
Fax: (843) 238-0240
natefata@fatalaw.com

Dated: May 26, 2017
Surfside Beach, South Carolina

ELECTRONICALLY FILED - 2017 May 30 7:04 AM - HORRY - COMMON PLEAS - CASE#2016CP2608032

ELECTRONICALLY FILED - 2017 Aug 03 3:11 PM - HORRY - COMMON PLEAS - CASE#2016CP260832

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **ORDER DENYING DEFENDANT'S MOTIONS**

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SC Court of Appeals

On June 29, 2017, this matter came before the undersigned on Defendant's Motion to Set Aside Default, Defendant's Motion for Relief from Judgment Pursuant to SCRCP 60, and Defendant's Post Judgment Motions. For the reasons set forth below, the Court denies the Defendant's motions.

I. BACKGROUND

This case arises out of an automobile collision that occurred in Horry County, South Carolina, on April 27, 2016. Plaintiff Daniel Eric Knight initiated a complaint against Defendant Phillip Ray Causey by filing a Summons and Complaint with the Horry County Clerk of Court on December 16, 2016.

On January 2, 2017, the Summons and Complaint was personally served on Defendant Phillip Ray Causey pursuant to the South Carolina Rules of Civil Procedure. See Hr'g Tr., Pl.'s Exhibit 4:1, June 29, 2017. After Defendant failed to file an Answer, Plaintiff filed an Affidavit of Default as to Defendant on February 14, 2017.

Plaintiff filed a motion for default judgment against Defendant on February 16, 2017. On February 24, 2017, The Court entered an Order declaring that an entry of default against Defendant has been obtained in this matter and that a hearing to ascertain damages should be held to determine the amount owed to Plaintiff.

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On March 2, 2017, Plaintiff filed a motion to refer the case to a Special Referee. On March 22, 2017, the Court entered an Order referring this case to Special Referee Nate Fata.

Defendant was served on April 12, 2017, via first class U.S. mail with Notice of the Damages Hearing along with a copy of the Order of Referral, Motion for Referral, Order of Default, Clocked motion for Default and Affidavit of Default. See Hr'g Tr., Pl.'s Exhibit 4:2-3. In addition, Defendant was personally served on April 13, 2017, with Notices of the Damages Hearing along with a copy of the Order of Referral, Motion for Referral, Order of Default, Clocked motion for Default and Affidavit of Default. See Hr'g Tr., Pl.'s Exhibit 4:4. The Hartford (insurance carrier for Defendant) was also mailed a copy of said documents on April 13, 2017, via U.S. Mail Certified RRR and by faxed letter on April 14, 2017. See Hr'g Tr., Pl.'s Exhibits 2 & 3.

The Special Referee held a damages hearing on April 18, 2017, during which Plaintiff Knight testified about the collision and presented evidence regarding his injuries. Dr. Gilbertas Rimkus, the Plaintiff's treating surgeon, testified at the damages hearing about Plaintiff's injuries and treatment. Kim Piacquadio, RN, CNLCP, testified as to Plaintiff's future damages and provided Plaintiff's life care plan. Defendant Phillip Ray Causey attended the damages hearing and was given the opportunity to participate and conduct cross-examination.

Attorney Joseph D. Thompson, III, filed a notice of appearance on behalf of Defendant on April 21, 2017. On April 25, 2017, Defendant filed a Motion to Set Aside Default.

On April 26, 2017, the Special Referee issued a letter rendering his decision on damages. On May 30, 2017, the Order Granting Judgment against Defendant was filed in the amount of $3,489,206.14.

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On June 6, 2017, Plaintiff filed Plaintiff's memorandum in opposition to Defendant's motion to set aside Default.

On June 8, 2017, Defendant filed Defendant's Post Judgment Motions and Memorandum in Support.

On June 13, 2017, Defendant filed a Motion for Relief from Judgment Pursuant to Rule 60, SCRCP. On June 22, 2017, Defendant filed an affidavit of Defendant Phillip Ray Causey in support of Defendant's pending motions.

On June 29, 2017, Plaintiff filed memoranda opposing each of Defendant's motions. The Affidavit of Shawana Pasley-Shaw was attached in support of Plaintiff's filings.

The Special Referee held a hearing on Defendant's motions on June 29, 2017. For the Defendant, Defense counsel, Joseph D. Thompson, III, of Hall Booth Smith, P.C., appeared at the hearing. For the Plaintiff, Plaintiff's counsel, P. Brooke Eaves Wright and Ian D. Maguire of Maguire Law Firm appeared along with Plaintiff's co-counsel Blake Hewitt of Bluestein, Nichols, Thompson, and Delgado. The parties consented for all of Defendant's pending motions to be heard at the hearing on June 29, 2017.

II. DISCUSSION

The Court reviewed and considered the arguments contained within the pleadings, the Affidavits filed by the parties, the oral argument of counsel and the record. As more fully discussed below, Defendant's motions are denied.

A. Authority and Subject Matter Jurisdiction

In support of its motions, the Defendant argued that the Special Referee lacked the power and subject matter jurisdiction to hold the hearing on Defendant's motions.

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Defendant argued the Special Referee's power is limited to conducting a damages hearing because Defendant believes the Order of Referral contained language limiting the Special Referee's authority. Defendant argued the entire case should be returned to the circuit court based upon his reading of the order of reference and Rule 53, SCRCP.

Plaintiff's counsel disagreed, arguing Rule 53(c) was amended to make clear that the Special Referee has the same power as a circuit court sitting without a jury unless the order of reference limits that authority[1]. Plaintiff contended the order of reference does not contain any express limitations on the Special Referee's authority. Instead, the order of reference gave the Special Referee authority to preside over this entire case, expressly including authority over the damages hearing.

The Court finds the Order of Referral referred this entire case to the Special Referee, which expressly included the hearing on damages. The Order of Referral begins "[t]his matter comes before the Court based on Plaintiff's Motion for Referral." Order of Referral March 22, 2017. When the circuit court stated "[t]his matter", the court was expressly referring to the entire case. See id. The Order goes on to state that "this matter be referred with finality to Nate Fata, Esquire, as Special Referee, for a hearing on damages, with any appeal directly to the South Carolina Court of Appeals". Id. When the circuit court stated "this matter be referred with finality to Nate Fata, Esquire, as Special Referee..." the operative effect was to refer this entire case with finality. Id. The Court believes this interpretation is supported by the words "the matter" in Rule 53, indicating "the matter" means the entire case. See Rule 53, SCRCP.

Rule 53 provides that, "[i]n a default case...some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge..." Rule 53, SCRCP.

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This case has a cause of action which was referred to the Special Referee with finality with direct appeal to the Court of Appeals. I find that under the Circuit Court's Order of Referral filed March 22, 2017, that the matter, meaning the entire case, was referred to me to include the ascertainment of damages as well as any related issues concerning the cause of action that is set forth in the complaint. There is only one cause of action in the Complaint, which is for negligence; therefore, any issues relating to that cause of action were referred to me because Rule 53 references some or all causes of action in a case. When I construe this Order of Referral, I am looking at the entirety of the order and it is apparent that the intention was that the matter, the entire case, be referred to me with finality.

I find the circuit court's order did not include any reservation of power to that court. Based on the Order of Referral, the South Carolina Rules of Civil Procedure, and the arguments of counsel, this Court finds it has the authority to hear Defendant's motions. Accordingly, the Defendant's request that the Order Granting Judgment be voided, vacated, and/or set aside; that the Special Referee be recused/disqualified from any further handling of this case; and that the case be returned to the circuit court for further disposition is hereby denied.

B. Defendant's Motion to Set Aside Default

Rule 55 (c) of the South Carolina Rules of Civil Procedure provides:

"For good cause shown the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b)."

The standard for setting aside default is set forth in Sundown Operating Co. v. Intedge Indus., Inc., 383 S.C. 601, 607 (2009):

> Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule

[1] "Once referred, the master or special referee shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter". Rule 53(c), SCRCP.

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> 55(c) is mere "good cause." Rule 55(c), SCRCP. This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted. Wham v. Shearson Lehman Bros., Inc., 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct.App. 1989). The trial court need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. Dixon v. Besco Engineering, Inc., 320 S.C. 174, 179, 463 S.E.2d 636, 639 (Ct.App.1995). A motion under Rule 55(c) is addressed to the sound discretion of the trial court. Williams v. Stalnaker, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct.App.1994).

A party seeking relief from an entry of default under Rule 55(c), SCRCP, must provide an explanation for the default and give reasons why vacation of the default entry would serve the interest of justice.

In support of his motion, Defendant argued that there is good cause to set aside default because the Defendant had no money to hire a lawyer[2] and did not know what he was doing[3]. See Hr'g Tr. 20:8-16. At the hearing, Defendant argued he is a high school graduate and cannot be assigned the status of a lawyer or a college graduate. See Hr'g Tr. 20:17-21:21. Defendant also argued he treated the situation like he would treat a traffic ticket: by waiting for something with a court date and then show up for the court date. See Hr'g Tr. 20:24-21:7. Defendant contended this situation is different from cases where a corporation was served or an insurance

[2] In paragraph 18 of Defendant's affidavit, Defendant stated, "I did not have the financial means to hire a lawyer to assist me with Mr. Knight's lawsuit. However, at all times, I intended to contest Mr. Knight's case and I expected that I would eventually have an opportunity to defend myself in court. Since I did not own anything of value, I figured that even if I lost the case I would not have to pay a lawyer and there would be nothing for Mr. Knight to collect anyway". See Causey Aff.

[3] In paragraph 19 of Defendant's affidavit, Defendant stated, "I did not understand that I need to file anything or otherwise respond to the papers that I received." See Causey Aff.

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agent was served because those are sophisticated people and entities, unlike the Defendant. See Hr'g Tr. 21:22-22:8.

Defendant contended its motion to set aside default was timely because it was filed approximately two months after the default was entered. Defendant contended he had a meritorious defense because he has denied liability for the collision in his affidavit. Defendant contended there would be no prejudice to the Plaintiff unless the cost of the damages hearing incurred by the Plaintiff was at least $25,000.00. The "lost costs" in this case appear to be only about $1,300.00.

In response, Plaintiff's counsel argued that the Defendant has not demonstrated good cause and that the Summons which was served upon the Defendant clearly explained that he had thirty days to Answer. See Hr'g Tr. 23:21-24:4.

Plaintiff's counsel argued that the Defendant's motion to set aside default was untimely because the hearing on damages had already been conducted before said motion was filed. Plaintiff's counsel argued that Dr. Rimkus, the Plaintiff's treating surgeon, had to cancel patient appointments to testify at the hearing. Furthermore, Defendant's motion to set aside default was filed more than two months after the default was entered.

Plaintiff's counsel argued that the degree of prejudice to the Plaintiff if the default were set aside would be substantial because the Plaintiff had already been through the damages hearing and testified extensively about the collision and his injuries, a lengthy experience which was not pleasant. It would cause significant prejudice to make Plaintiff relive this traumatic experience by having to testify all over again. It would also cause substantial prejudice to the Plaintiff because the Plaintiff incurred significant expenses to prepare for the damages hearing

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including the following: payment of $900.00 to Dr. Rimkus for his appearance, payment of $2,554.20 for the nurse life care plan, and $412.00 to the life care planner for her appearance.

As to a meritorious defense, Plaintiff's counsel argued that Defendant Causey never denied liability at the damages hearing and never disputed liability until after the default judgment was already entered. Plaintiff's counsel also argued that the Defendant does not have a meritorious defense and that the Defendant's affidavit is not credible. Plaintiff testified at the damages hearing that Defendant Causey caused the collision and Plaintiff subsequently filed an affidavit from a witness, Shawana Palsey-Shaw, supporting Plaintiff's testimony[4]. See Palsey-Shaw Affidavit. The affidavit states "[t]he Ford PK, driven by Phillip Ray Causey, crossed the center line and struck the Honda driven by Daniel Eric Knight." Palsey-Shaw Aff. The affidavit also stated that "[w]hen Phillip Ray Causey struck Daniel Eric Knight's Honda, the impact caused Daniel Eric Knight's Honda to crash head-on into a GMC SUV." Id. Furthermore, the affidavit stated the affiant "...witnessed Phillip Ray Causey get out of the Ford PK he was driving, run around to the passenger side of the Ford PK, and begin throwing items out of the passenger side of his vehicle into the nearby ravine." Id.

Defendant's statements at the hearing rebut the assertion of a meritorious defense. Defendant's objection to the Palsey-Shaw Affidavit is overruled. The Court has reviewed that Affidavit as it bears on the meritorious defense issue raised by Defendant. However, even without the Palsey-Shaw Affidavit, the Defendant did not meet his burden of having a meritorious defense.

[4] Furthermore, the affidavit of Shawana Pasley-Shaw stated that "[t]he Ford PK, driven by Phillip Ray Causey, crossed the center line many times and kept drifting into the other lane before he finally crossed the center line and struck the Honda driven by Daniel Eric Knight." Palsey-Shaw Aff.

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Defendant Causey's affidavit states that he is 39 years old and is a high school graduate. See Causey Affidavit. The defense has not indicated that Defendant has any problems reading or understanding the English language. To the contrary, from Paragraph 18 of his Affidavit, Mr. Causey appears to assert that because he doesn't own anything of value for Mr. Knight to collect, he wasn't concerned about the lawsuit. The Court believes the summons and its language about the consequences of non-responsiveness are clear. Accordingly, Defendant failed to provide sufficient explanation for the default. Defendant has not met his burden of good cause.

The Court also finds Defendant's motion for relief was not timely because Defendant's motion to set aside default was filed more than two months after the Court entered Default. It was also after the damages hearing had already been held, which Defendant attended and to which he did not object.[5]

As to the second factor, Defendant does not have a meritorious defense. It is difficult to reconcile some of the statements made in Defendant's affidavit such as Defendant's claim of a meritorious defense when compared to other statements suggesting Defendant had no assets and would suffer no actual damage from a judgment. See Causey Aff. Also, Defendant did not deny liability at the hearing on damages. Without question, Defendant's denial of liability in his affidavit meets the definition of a defense, but the Court does not believe it constitutes a "meritorious defense."

As to the third factor, the degree of prejudice, the Court finds there would be significant prejudice to the Plaintiff if default was set aside. The damages hearing had already been held before the Defendant's motion to set aside default was filed. Plaintiff incurred significant expenses and preparation to present his damages at the hearing. Plaintiff also made a substantial

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effort in getting Dr. Rimkus and the life care planner to testify at the damages hearing, and both the Plaintiff and Defendant were present at the hearing. The hearing was lengthy, and all participants, including the Court, made a substantial effort to conduct a fair and complete hearing to achieve a final judgment that was proper and just.

For reasons stated above herein and based on the arguments of counsel, the Defendant's Motion to Set Aside Default is denied.

C. Defendant's Motion for Relief from Judgment pursuant to SCRCP 60

Rule 60(b) of the South Carolina Rules of Civil Procedure provides:

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc. On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud, misrepresentation, or other misconduct of an adverse party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court. During the pendency of an appeal, leave to make the motion must be obtained from the appellate court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.

[5] On February 24, 2017, The Court entered an Order declaring that entry of default against Defendant has been obtained in this matter. On April 25, 2017, Defendant filed a Motion to Set Aside Default.

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Defense counsel argued the default judgment should be set aside on the grounds of (1) mistake, inadvertence, surprise, or excusable neglect, (2) that the actual costs of Plaintiff's post-hearing surgery constitute "newly discovered evidence" and/or (3) that the judgment is void.

Plaintiff's counsel argued Defendant has not demonstrated any mistake, inadvertence, surprise, or excusable neglect.

Plaintiff's counsel argued the actual costs of Plaintiff's post-hearing surgery does not constitute "newly discovered evidence" because the costs associated with that surgery were accounted for and taken into consideration at the hearing. The evidence presented at the hearing shows that Plaintiff will continue receiving medical treatment for the rest of his life and it would be unfairly burdensome and unreasonable to set aside the judgment every time Plaintiff incurs a new medical bill.

Plaintiff's counsel argued that the default judgment is not void.

The Court finds the life care planner provided an extensive life care plan and testimony to a reasonable degree of life care planning certainty. The life care plan included the estimated costs of a future surgery and it also included other future medical expenses Plaintiff has yet to incur. The post-hearing surgery does not constitute "newly discovered evidence" because there was sufficient evidence presented at the hearing of the costs associated with that surgery. The Court further finds there was sufficient evidence presented at the hearing showing Plaintiff will continue receiving medical treatment for the rest of his life.

The Summons that was served on the Defendant along with the Complaint clearly explained to the Defendant that he was required to answer the complaint within thirty days after service and that if he failed to answer the complaint, judgment by default would be rendered against him. See Summons. The Court finds Defendant has not demonstrated any mistake,

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inadvertence, surprise, or excusable neglect in this case. Again, Defendant has not met his burden.

The Court additionally finds Defendant had proper notice of the damages hearing, the Defendant was properly served pursuant to the South Carolina Rules of Civil Procedure, the Defendant attended and participated in the damages hearing. The record also discloses Defendant's insurance carrier was also mailed/sent actual notice of the Damages Hearing. The Court accordingly finds that there was proper personal jurisdiction over the Defendant and that the default judgment is not void.

For reasons stated above herein and based upon the arguments of counsel, the Defendant's Motion for Relief from Judgment pursuant to SCRCP 60 is denied.

D. Defendant's Post Judgment Motions

I. Notice of Motion for Referral to Special Referee

Defendant argued the Order of Referral was legally defective and failed to transfer the power, authority and subject matter jurisdiction of this case to the Special Referee because Defendant did not receive proper notice of Plaintiff's Notice of Motion and Motion for Referral to Special Referee.

Plaintiff argued that the South Carolina Rules of Civil Procedure did not require service of Plaintiff's Motion for Referral to Special Referral on Defendant because Defendant was already in default for failure to appear at the time Plaintiff's Motion for Referral to Special Referee was filed[6]; Plaintiff argued the Motion for Referral to Special Referee did not fall within Rule 5's exception for pleadings asserting new or additional claims for relief and did not fall

[6] Rule 5, SCRCP, provides that "[n]o service need be made on parties in default for failure to appear, except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for serving of summons in Rule 4, and notice of any trial or hearing on unliquidated damages shall also be given to parties in default." Rule 5, SCRCP.

within the exception for notice of any trial or hearing on unliquidated damages. See Rule 5, SCRCP.

The Court finds that service of Plaintiff's Motion for Referral to Special Referee on Defendant Causey was not necessary nor required pursuant to Rule 5, SCRCP, because the Defendant was in default and Plaintiff complied with the South Carolina Rules of Civil Procedure. Accordingly, the Order of Referral was not legally defective and the Order properly transferred the power, authority, and subject matter jurisdiction of this case to the Special Referee. See Order of Referral March 22, 2017.

II. Defendant's Request for a Jury Trial

Rule 53, SCRCP, provides that "[a]ny party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court." "Where a party is in default, the right to a jury trial is waived pursuant to Rule 38(d), SCRCP." Gassett v. Gilliam, 317 S.C. 82 (Ct. App. 1994).

Defendant argued that his motion to set aside default filed on April 25, 2017, included a jury trial demand. Defendant further argued that this case should have been decided by a jury.

Plaintiff argued Defendant had long been in default – default was entered February 14, 2017 – at the time Defendant requested a jury trial; therefore, Defendant's right to a jury trial was untimely and had already been waived pursuant to Rule 38(d), SCRCP.

The Court finds Defendant did not file any pleadings in this case requesting a jury trial and that Defendant's motion including a jury trial demand was filed after the Defendant was already in default. Furthermore, Defendant did not request a jury trial at the damages hearing. The Court additionally finds Defendant's right to a jury trial was waived pursuant to Rule 38(d) because the Defendant was in default. See Rule 38(d), SCRCP. Defendant did not demand a jury

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trial until after the damages hearing had been conducted; again, Defendant was present at the damages hearing and never raised that issue during the hearing. For the reasons stated herein, Defendant's request for a jury trial is denied.

III. Defendant's motion for a new trial pursuant to SCRCP 52(b), 59(a)(2), and/or to alter or amend the judgment pursuant to Rule 59(e)

A) Rule 52(b), SCRCP

Rule 52(b) of the South Carolina Rules of Civil Procedure provides that a judgment can be altered or amended, explaining:

> (b) Amendment. Upon motion of a party made not later than 10 days after receipt of written notice of entry of judgment the court may amend its findings or make additional findings and may amend the judgment accordingly, and the motion may be made with a timely motion for a new trial. When findings of fact are made in actions tried by the court without a jury, the question of the sufficiency of the evidence to support the findings may thereafter be raised whether or not the party raising the question has made in the trial court an objection to such findings or has made a motion to amend them or a motion for judgment.

Defense counsel argued that because Plaintiff's third surgery was scheduled shortly after the damages hearing, the record should be reopened and the actual cost of surgery should be considered instead of an estimate; therefore, Defense counsel argued that the judgment or findings should be amended pursuant to Rule 52(b), SCRCP on that basis.

Plaintiff's counsel argued Plaintiff presented substantial evidence of Plaintiff's future damages at the damages hearing, reasonably supporting the Court's findings. The Plaintiff's life care planner testified, in addition to the surgeon who would be providing Plaintiff's future medical care, and the Plaintiff himself testified about his future damages. Kim Piacquadio, RN, CNLCP, testified as to Plaintiff's future damages and provided the life care plan giving ample evidence of the ongoing medical treatment Plaintiff will need as a direct result of the collision. Table 1 of the life care plan accounted for the cost of preoperative, operative, and post-operative

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care that Plaintiff will need as a result of this collision throughout the first year. Table 2 accounts for the best-case scenario of the future expenses following year one throughout the remainder of Plaintiff's life expectancy.

The Court finds Plaintiff is still receiving ongoing medical treatment as a direct result of this collision and will continue to incur future damages throughout his lifespan as explained in the life care plan; therefore, the precise amount of Plaintiff's future damages is not now ascertainable as actual damages. Plaintiff's own testimony at the hearing also supports his future damages and corroborated the testimony from Ms. Piacquadio. The Court finds there was ample testimony proving future medical expenses presented at the damages hearing. Furthermore, it would defy logic to reopen this matter each time Plaintiff receives additional medical treatment. For the foregoing reasons, Defendant's motion for a new trial pursuant to SCRCP 52(b) is denied.

B) Rule 59, SCRCP

Rule 59(a)(2) and Rule 59(e) of the South Carolina Rules of Civil Procedure provide:

> Rule 59(a)(2) New Trials; Amendment of Judgments
> (a) Grounds. A new trial may be granted to all or any of the parties and on all or part of the issues (2) in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in the courts of the State. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.
>
> Rule 59(e) Motion to Alter or Amend a Judgment.
> (e) A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.

"A party cannot use Rule 59(e), SCRCP, to present to the trial court an issue the party could have raised prior to judgment but did not." Peay v. Ross, 292 S.C. 535 (Ct. App. 1987). "[A]n objection to the sufficiency of the evidence cannot be raised for the first time in a motion

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for a new trial; a motion for a directed verdict is a prerequisite to a motion for a new trial on the ground that the evidence does not support the verdict." Id.

Defense counsel argued that because Plaintiff's third surgery was scheduled shortly after the damages hearing, the record should be reopened and the actual cost of surgery should be considered instead of an estimate; therefore, Defense counsel argued the judgment should be amended or a new trial should be granted pursuant to Rules 59(a)(2) and/or Rule 59(e), SCRCP, on that basis.

Plaintiff's counsel argued that the Defendant did not raise any objections to the sufficiency of the evidence at the damages hearing or at any time prior to the entry of the judgment. The Defendant had the opportunity to raise any objections to the life care planner's testimony and the life care plan itself at the time of the damages hearing and failed to do so. The defendant did not make any objections regarding the future damages or the testimony regarding the amount of those damages. Defendant could have raised these issues at any time prior to judgment being entered, but did not.

The Court finds Defendant has not provided a sufficient basis to support Defendant's request for a new trial or amendment of the judgment. For the foregoing reasons, Defendant's motion for a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), and/or to alter or amend the judgment pursuant to SCRCP 59(e) is denied.

IV. Defendant's motion for a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), SCRCP 59(e) on the grounds that the Order granting judgment for $3,489,206.14 is grossly excessive, shocks the conscience and is unsupported by admissible evidence in the record.

"In an action at law, referred to the master for final judgment with direct appeal to the Supreme Court, the appellate court's review is limited to the correction of any error of law; it must affirm the master's factual findings unless there is no evidence that reasonably supports

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those findings." Clark v. Hargrave, 323 S.C. 84, 473 S.E.2d 474 (Ct. App. 1996). "It is only when the verdict is so grossly excessive as to indicate that the jury was so moved by passion or prejudice, or other considerations not founded on the evidence and the instructions of the trial court, that it becomes the duty of this Court, as well as of the trial court, to set it aside absolutely." Peagler v. A. C. L. Railroad Co., 234 S.C. 140, 107 S.E.2d 15 (1959). "Where the amount of the verdict bears a reasonable relationship to the character and extent of the injury and damage sustained, it is not excessive." Watson v. Wilkinson Trucking Co., 244 S.C. 217, 136 S.E.2d 286 (1964).

Defense counsel argued that there was no evidence in the record that Plaintiff will have a permanent injury other than permanent scarring[7] and that Dr. Rimkus said he expects Plaintiff's digestive system will be the same. See Hr'g Tr. 74:18-20; 75:16-20. Defense counsel argued that there is no indication of any permanency with regards to the biologic mesh. See Hr'g Tr. 76:21-77:5.

Defense counsel also argued that no objective evidence supports the Plaintiff's version of events and that no evidence in the record says that the Plaintiff cannot lift weights. See Hr'g Tr. 79:4-16; 81:7-8, 81:24-82:2. Defense counsel argued that Plaintiff's testimony that he lost consciousness, that he had to be intubated, that he had to be resuscitated, and that he had lifting restrictions were all false statements that are not supported by the facts, factual evidence, nor the medical records in the record. See Hr'g Tr. 78:23-79:16; 74:1-4; 80:8-14. Defense counsel argued that Plaintiff's testimony is not credible because Plaintiff is contradicted by the medical records in evidence. See Hr'g Tr. 78:6-25.

[7] "And again, I will concede permanent scarring." See Hr'g Tr. 77:19-23.

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Defense counsel argued that plenty of powerlifters have hernia surgery and that nobody said Plaintiff cannot do the things he enjoys doing. See Hr'g Tr. 82:2-6; 86:8-10. Defense counsel argued that nothing justifies Plaintiff getting $230 per day for the rest of his life and that he can do everything he could do before. See Hr'g Tr. 86:13-87:17. Defense counsel argued that the judgment is excessive and that he thinks the total value of this case is $1,000,000. See Hr'g Tr. 97:12-98:1. Defense counsel stated that the past medical bills and past wage loss is not contested[8].

Plaintiff's counsel argued that the judgment is not excessive given the permanent scar across Plaintiff's stomach, the permanent mesh in Plaintiff's body the rest of his life, the portion of Plaintiff's body that had to be removed, the damage done to Plaintiff's digestive system, and the detrimental impact this collision has made on Plaintiff's life. See Hr'g Tr. 105:7-21. Plaintiff's counsel argued that the evidence shows that Plaintiff had to worry about leaking bowel fluid all over his clothes while he had an ostomy bag for a significant period of time as a result of this collision and that the ostomy bag had to be changed every time it became full and needed to be drained about every hour and a half. See Hr'g Tr. 35:7-36:9, April 18, 2017.

Plaintiff's counsel argued that Plaintiff's injury was very different from a simple hernia and was substantially more significant. Plaintiff's counsel explained that this collision actually perforated the Plaintiff's small intestines, a portion of which had to be removed, and then mesh had to be permanently inserted into Plaintiff's body to replace it and that this injury required Plaintiff to undergo three surgeries. See Hr'g Tr. 105:22-106:9, June 29, 2017.

With regards to Plaintiff's credibility as a witness, Plaintiff's counsel argued that Plaintiff's testimony is supported by the medical records presented as evidence at the damages

[8] "You know, the – the past medical bills are not contested." "The wage loss says, you know, not contested." See

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hearing. Plaintiff's counsel argued that the medical records from the Conway Medical Center Emergency Room on April 27, state that Plaintiff did lose consciousness[9], which is completely consistent with and corroborates Plaintiff's testimony. See Hr'g Tr., Pl.'s Exhibit 19:674. Plaintiff's counsel argued that medical records from Conway Medical Center with the admission date of May 15, 2016, state that Plaintiff had to be resuscitated with crystalloid[10], which corroborates Plaintiff's testimony that he did have to be resuscitated.

Plaintiff's counsel argued that Plaintiff's testimony was consistent with the nurse life care planner, Kim Piacquadio, RN, CNLCP, who testified Plaintiff will no longer be able to eat a regular diet or the diet he has in the past due to his surgeries from this collision. See Hr'g Tr. 103:23-25. Furthermore, she testified Plaintiff will have an altered elimination pattern going forward because he will now have a shorter bowel which brings with it its own challenges. See Hr'g Tr. 85:17-25, April 18, 2017. Ms. Piacquadio also testified that "he [Plaintiff] won't be able to function in the same ways going forward as far as weight lifting and dieting and nutrition and the life he was accustomated to living pre-accident." See Hr'g Tr. 86:8-11, April 18, 2017. Ms. Piacquadio further testified that there is pain in Plaintiff's abdomen and low back that continues with very little relief from medication. See Hr'g Tr. 85:13-15. Furthermore, Ms. Piacquadio testified that she strongly recommends nutritional therapy for Plaintiff because he was not going to be able to eat the same type of diet anymore because of the impact of the surgery from this accident. See Hr'g Tr. 89:11-25.

Hr'g Tr. 94: 10-14; 95: 13-16, June 29, 2017.

[9] "Loss of consciousness: the patient experienced loss of consciousness, the patient was "dazed". Hr'g Tr., Pl.'s Exhibit 19:674.

[10] "He has been resuscitated with crystalloid and given broad spectrum IV antibiotics. We will take him to the operating room this morning for exploratory laparotomy and possible bowel resection and possible ostomy." Hr'g Tr., Pl.'s Exhibit 19: 48-49.

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Plaintiff's counsel argued that Dr. Rimkus testified that Plaintiff has a twenty pound lifting restriction. See Hr'g Tr. 114: 9-12. Ms. Piacquadio, the life care planner, also testified as to Plaintiff's lifting restrictions and the resulting impact on Plaintiff's life. See Hr'g Tr. 84:24-85:12. Plaintiff testified that he had to miss time from work[11] and is unable to do all of his job duties with patients because part of his job as a physical therapy assistant is lifting patients - which he cannot do now. See Hr'g Tr. 60:8-61:8. Plaintiff's testimony regarding his digestive issues and the foods he can no longer eat or tolerate because of these injuries is consistent with Ms. Piacquadio's testimony. See Hr'g Tr. 61:18-62:15.

Evidence was presented at the hearing showing that as a result of this collision, biologic mesh was inserted into Plaintiff's body at the ileostomy site and will remain inside him permanently for the rest of his life. Dr. Rimkus testified that biologic mesh was used and that mesh will stay in Plaintiff for the rest of his life. See Hr'g Tr. 110:4-11. Dr. Rimkus testified that the biologic mesh is approximately six by ten centimeters and was incorporated into Plaintiff's body tissues. See Hr'g Tr. 110:4-11. Dr. Rimkus also testified Plaintiff will have permanent scars on his abdomen as a result of these procedures. See Hr'g Tr. 113:24-25; 114:1-2. Plaintiff's counsel argued that the Plaintiff lifted his shirt at the damages hearing to show his "ghastly" scar and this was before he had the third surgery, which no doubt made the scar worse. See Hr'g Tr. 71:19-72:5.

Plaintiff testified that he will not be able to be a competitive power lifter anymore and that he is embarrassed to take his shirt off now at the beach due to the permanent scars. See Hr'g Tr. 59:2-6; 67:22-68:15. Plaintiff testified that that is not able to lift his twenty-three pound daughter and is not able to play with her like he could before this collision. See Hr'g Tr. 59:7-

[11] "You know, the – the past medical bills are not contested." "The wage loss says, you know, not contested." See

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15. Plaintiff's counsel argued that there is substantial evidence in the record that reasonably supports the factual findings and reasonably supports the amount of the judgment.

The Court finds the judgment was not motivated by any prejudice or passion, or any other considerations not founded on the evidence. The Court listened intently to the evidence at the damages hearing and firmly believes the amount of the judgment bears a reasonable relationship to the character and the extent of the injuries and damages sustained by the Plaintiff. The Court viewed Plaintiff's scar, which is very large and grotesque, and there was substantial evidence presented at the damages hearing indicating this collision had and will continue to have a dramatic impact on Plaintiff's life. The evidence in the record shows that Plaintiff will need ongoing future medical treatment and there was ample testimony to support the findings of the past, present, ongoing, and future damages in this case. The judgment does not shock the Court's conscience.

For the reasons stated herein, the Defendant's motion for a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), SCRCP 59(e) on the grounds that the Order granting judgment for $3,489,206.14 is grossly excessive, shocks the conscience and is unsupported by admissible evidence in the record is denied.

V. Defendant's motion for a new trial for failure of due process afforded Defendant Causey and/or demonstrated bias of the Special Referee.

A) Defendant's Father

Defendant argued that due process was not provided because the Defendant's father was excluded from the damages hearing. Plaintiff's counsel argued that the Court did not exclude the Defendant's father from the damages hearing at any time. Defense counsel conceded that the

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Hr'g Tr. 94: 10-14; 95: 13-16, June 29, 2017.

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record does not state the Defendant's father was denied entry and there is nothing in this record that explains why Mr. Causey's dad did not enter.[12]

The Defendant's father is a grown man over the age of forty years old and he could have come into the room and stayed if he wanted to. The record does not reflect that he was not allowed to stay and there is nothing in the record that says anyone asked him to leave. Furthermore, Defendant never stated that he wanted his father in the room at the damages hearing. The Court finds Defendant's father was not excluded from the damages hearing, which was open to the public. Defendant did not ask at any time for anyone to be present with him during the hearing. The Court has not been presented with any facts or authority suggesting any violation of due process and therefore concludes Defendant's due process rights were not violated.

B) Opening Statements

Defense counsel argued that the Defendant's due process rights were violated because the Defendant was not offered an opportunity to give an opening statement. Defense counsel argued that this demonstrated bias of the Special Referee because Plaintiff's counsel was allowed to give an opening statement.

"During a default damages trial, the defendant's participation shall be limited to cross-examination and objection to the plaintiff's evidence." Limehouse v. Hulsey, 397 S.C. 49 (Ct. App. 2011), *reversed*, 404 S.C. 93 (2013) – add parallel citations. "If our courts were to allow a defaulting defendant to fully participate in a post-default hearing, we believe there would be no consequence of default." Id. The Court finds Defendant was not entitled to give an opening

[12] "There is nothing in this record – this court did not engage in a discussion or explain why Mr. Causey's dad did not enter." Lines 16-19, p. 132 . "Where does it say in the record he was not allowed to stay, Counsel? Where does it say that? "I will concede it does not say that." Pg. 133.

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statement. In addition, Defendant did not request to give an opening statement. The Court believes Defendant's participation was appropriately limited to cross-examination and objection to the Plaintiff's evidence pursuant to South Carolina law. Accordingly, the Court concludes that no bias was demonstrated and the Defendant's due process rights were not violated. In addition, no contemporaneous objection was made.

C) Evidentiary Objections

Defense counsel argued that the Defendant's due process rights were violated because hearsay was allowed, leading questions were allowed, Defendant did not understand what was happening, he was given 1200 pages of medical records at the damages hearing without time to review the records, and the life care planner's testimony was outside the bounds of her qualifications.

Plaintiff argued that the Special Referee did not demonstrate any bias in this matter and Defendant Causey was afforded due process. The Special Referee gave the Defendant ample opportunities to raise objections and ask questions of the witnesses throughout the hearing. The hearing transcript is filled with examples of opportunities when the Special Referee allowed Defendant Causey to raise objections and ask questions[13].

With regards to the medical records, if Defendant had appeared in this case and served discovery requests on Plaintiff, then Defendant would have been entitled to receive a copy of the medical records prior to the hearing. However, Defendant failed to Answer, failed to appear case, and failed to serve any discovery requests prior to the damages hearing. Defendant cannot legitimately complain he did not have time to review the medical records prior to the hearing when Defendant never made any attempt to request the medical records and failed to follow the

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South Carolina Rules of Civil Procedure. Furthermore, Defendant did not raise any valid or proper objections during the damages hearing, at any point.

The Court finds Defendant was given the opportunity to object to the exhibits and evidence and made no objections. The Court also finds Defendant was allowed to put any objections on the record and was allowed to ask questions of the witnesses, but did not do so. When Plaintiff's counsel showed the medical records to the Defendant and offered them into evidence, the Defendant stated "Ain't no reason – I mean I ---It'd take me six years to Sunday and read all that". See Hr'g Tr. 52:1-8. The Court did not take this statement as any sort of objection to the records, but instead as a concession to the information's admission.

The Court wishes to expressly note it went to lengths to make sure Defendant understood he could ask questions and Defendant still did not ask questions of the witnesses. Defendant did not raise any objections as to the life care planner's qualifications. None of Defendant's evidentiary issues were raised during the damages hearing and they are not timely.

In Limehouse v. Hulsey, the South Carolina Supreme Court held that the Circuit Court judge correctly precluded a defaulting defendant from engaging in discovery and "limited his participation to cross-examination and objection to the plaintiff's evidence". Limehouse v. Hulsey, 404 S.C. 93, add parallel cite (2013). "If our courts were to allow a defaulting defendant to fully participate in a post-default hearing, we believe there would be no consequence of default." Id. The Court finds the Defendant was not entitled to review copies of the Plaintiff's medical records prior to the damages hearing.

[13] For example, the Court said "Mr. Causey, please ask any questions you might have if any" and Mr. Causey's response was "I don't have none." Pg. 99, lines 21-24.

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In conclusion, the Court finds that these issues are not timely raised and also that Defendant's due process rights were not violated because Defendant was given every opportunity to make objections and cross-examine the witnesses and chose not to do so.

D) Pro Se Defendant

The Defendant argued he was not afforded due process because he never indicated that he desired or intended to proceed pro se.

At the damages hearing, Defendant never asked for a lawyer or stated that he wanted a lawyer. Furthermore, Defendant's affidavit shows that he had no desire to hire a lawyer or the means to pay for a lawyer. Defendant's affidavit states "I did not have the financial means to hire a lawyer to assist me with Mr. Knight's lawsuit...I figured that even if I lost the case I would not have to pay a lawyer and there would be nothing for Mr. Knight collect anyway." See Causey Aff. This statement is internally inconsistent and it appears to the Court (who conducted the damages hearing and had the ability to assess Defendant's demeanor) that Defendant chose to participate in the damages hearing as a pro se litigant and his due process rights were not violated.

E) Timing of Order of Judgment

Defense counsel argued that Defendant did not receive due process, impartial justice or fair consideration because the Order granting judgment was entered before the hearing was held on Defendant's motion to set aside default[14]. Defense counsel argued that he expressly objected to the entry of the order until after Defendant's motion to set aside default had been heard.

[14] Defense counsel emailed the Special Referee on April 25, 2017, requesting that the Order of Default Judgment be held in abeyance until after the hearing on Defendant's motion to set aside default. Hr'g Tr., Def.'s Exhibit 1.

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On April 25, 2017, defense counsel filed a motion to set aside default and then emailed the Special Referee in which Defendant "respectfully request that an Order/Judgment of the Special Referee should not be issued/held in abeyance until after the Circuit Court disposes of the now pending motion." Defense counsel's email also requested that Plaintiff's counsel consent to the request. Plaintiff's counsel replied stating that Plaintiff would not consent to the request because the default judgment hearing was already conducted and concluded seven days prior to Defendant's motion to set aside default. Plaintiff's counsel further responded stating "I don't see how it would not be appropriate for the Special Referee to issue a timely Order when he was given jurisdiction by the court to hold a damages hearing in this matter."

Defense counsel did not file a motion to hold the order of judgment in abeyance and his email stated this was a respectful request rather than an objection. Defendant did not present any authority supporting his argument that the Court should have delayed entering the default judgment immediately upon receipt of Defendant's motion to be relieved from default. By the time defendant filed the motion, the damages hearing had already occurred. This was a lengthy hearing at which Defendant himself was personally present and to which Defendant did not object. The court has faithfully considered Defendant's motion to be relieved of default and has applied the "good cause" standard - a lower standard than is applicable under Rule 60 - and determined there is no good cause. Given the absence of good cause, the Court is not persuaded that Defendant has been prejudiced in any way by the procedure or timing of the motion's consideration.

F) Notice of Damages Hearing

In Defendant's post-trial motions, Defense counsel argued Defendant attempted to raise an objection at the damages hearing regarding notice by stating, "I mean I got this paper in the

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mail like yesterday. I mean this package came in the mail yesterday and I mean I didn't even know---". (Damages hearing transcript, p. 8). Defense counsel argued that due process was violated because Defendant's alleged concern regarding the timing of the proceeding was not addressed in the record at the damages hearing.

During the hearing on Defendant's motions, Defense counsel argued for the first time that Defendant should have received ten days notice of the damages hearing pursuant to Rule 6[15], SCRCP, instead of the six days notice the Defendant received. Defense counsel argued that Rule 6 should apply because Rule 6 governs motions and the Plaintiff had to file a motion to have a hearing on damages. Defense counsel argued that Rule 55(b) provides parties who have appeared in an action are entitled to three days of notice; however, the rule is silent as to how many days of notice a defendant is entitled to if he has not appeared in the action.

Plaintiff's counsel argued that Rule 6, SCRCP, did not apply because the damages hearing was not a motion hearing[16]. The damages hearing on April 18, 2017, was not a hearing on Plaintiff's motion for default judgment (which had already been granted), but instead was merely a hearing to ascertain the amount of the damages for the default judgment[17]. Plaintiff's counsel argued that Rule 5, SCRCP, applies which provides "[n]o service need be made on parties in default for failure to appear, except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for serving of summons in Rule 4, and notice of any trial or hearing on unliquidated damages shall also be given to

[15] "A written motion other than one which may be heard ex parte, and notice of the hearing thereof, shall be served not later than ten days before the time specified for the hearing, unless a different period is fixed by these rules of by an order of the court." Rule 6(d), SCRCP.

[16] Plaintiff filed a motion for default judgment on February 16, 2017, and the Order granting that motion was filed on February 24, 2017, without a hearing. The Defendant was served with Plaintiff's motion for default judgment on February 16, 2017. After the Court granted Plaintiff's motion for default judgment against the Defendant, the Plaintiff scheduled the hearing to determine the amount of the damages.

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parties in default." Rule 5, SCRCP. Plaintiff's counsel argued that Rule 55(b), SCRCP, requires that the Defendant be given three days' notice of the damages hearing. Plaintiff's counsel argued that Defendant was given six days notice, even though the rules only require three days notice, and that the Defendant was served both personally and by mail.

The Court finds Defendant was personally served with notice of the damages hearing and had actual notice, which is more than the rules require. The rules do not require actual notice of the damages hearing, but Plaintiff's counsel had the Defendant personally served. The Court wishes to also note that while Defendant stated at the hearing he had received notice in the mail, Defendant did not inform the Court that he had also been personally served.

Defendant attended the damages hearing and did not object at the hearing or lodge any request for more time. The record discloses Defendant was given proper notice and did appear and participate at the hearing; therefore, the Defendant suffered no legally cognizable prejudice.

Also, Defendant's written motion argues Defendant did not receive due process because his alleged attempt to object to notice was not addressed on the record at the damages hearing. However, Defendant's motion does not argue that the notice of the damages hearing was inadequate or in violation of the rules. In fact, defense counsel never raised an objection regarding the timing of the notice that Defendant was given until oral arguments at the hearing on Defendant's motions.

Accordingly, this issue is not properly before the Court. However, if the issue had been timely raised, it is denied because the Defendant received adequate and timely notice. I find that Rule 6 does not apply and the Defendant was not entitled to ten days notice. Instead, South Carolina law provides that it is the better practice for Plaintiff's counsel to give the Defendant

[17] If this were a motion, then Rule 6 still would not apply because Defendant's in default for failure to appear are not

four days notice, when no appearance has been made, of the time and place of the unliquidated damages hearing[18]. See Lewis v. Congress of Racial Equality and/or C. O. R. E., Inc., 275 S.C. 556, 274 S.E.2d 287 (1981). The Court finds Plaintiff's counsel gave the Defendant six days' notice of the damages hearing, which exceeds the amount of notice required by South Carolina law. Accordingly, I find that the damages hearing is not void.

III. CONCLUSION

Based on the foregoing and upon the arguments of counsel, the Court **DENIES** the Defendant's motions in their entirety.

AND IT IS SO ORDERED.

Nate Fata, Esquire
Special Referee, Fifteenth Judicial Circuit

Dated: August 1, 2017
Surfside Beach, South Carolina

entitled to any notice of a motion pursuant to Rule 5, SCRCP.

[18] "Problems growing out of such hearings convince us that hereafter in all unliquidated-damages default hearings, even when no appearance has been made, it is the better practice for claimant's counsel to give to the defending party four days notice, as set out in § 15-9-960 of the Code, of the time and place of the hearing." Lewis v. Congress of Racial Equality and/or C. O. R. E., Inc., 275 S.C. 556 (1981).

ELECTRONICALLY FILED - 2017 Aug 03 3:11 PM - HORRY - COMMON PLEAS - CASE#2016CP2608032

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS

2016 CP 2608032

CIVIL ACTION COVERSHEET

Daniel Eric Knight,
Plaintiff(s)

vs.

Phillip Ray Causey,
Defendant(s)

16-CP - 26- _____

Submitted By: P. Brooke Eaves, Esquire
Address: 1600 North Oak Street, Suite B
Myrtle Beach, SC 29577

SC Bar #: 102021
Telephone #: 843-361-7549
Fax #: 843-361-7048
Other:
E-mail: Eaves@maguirelawfirm.com

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

DOCKETING INFORMATION (*Check all that apply)*

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

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

2016 DEC 13 PM 3:

NATURE OF ACTION *(Check One Box Below)*

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☒ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

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- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

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- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
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- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
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- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699) _____
- ☐ Sexual Predator (510)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: P. Brooke Eaves **Date:** 12/12/2016

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

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

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

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

2016 CP26 8032

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiffs, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-_____ **SUMMONS**

2016 DEC 16 PM 3:14
CLERK OF COURT

TO: THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

P. Brooke Eaves

Ian D. Maguire, Esquire
SC Bar No.: 66587
P. Brooke Eaves, Esquire
SC Bar No.: 102021
MAGUIRE LAW FIRM
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048
ATTORNEYS FOR PLAINTIFF

Myrtle Beach, South Carolina
12/12, 2016

20 16 CP 26 8032

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26- **COMPLAINT**

2016 DEC 16 PM 3:14
CLERK OF COURT

TO ABOVE NAMED DEFENDANT:

Plaintiff, complaining of Defendant, would respectfully show unto this Honorable Court as follows:

1. That Plaintiff, Daniel Eric Knight, is a citizen and resident of Horry County, South Carolina.

2. That, upon information and belief, Defendant Phillip Ray Causey is a citizen and resident of Horry County, South Carolina.

3. That the automobile collision, which is the subject matter of this action, occurred in Horry County, South Carolina.

4. That this Honorable Court has jurisdiction over the parties as Defendant has committed a tortious act in whole or in part in the State of South Carolina (S.C. Code Ann. § 36-2-803 (c) (1976) & Supp. 1997).

5. That this Honorable Court has jurisdiction over the subject matter to this litigation and venue is proper in this Court, as the most substantial parts of acts and omissions giving rise to the causes of action occurred in Horry County.

Factual Allegations

6. Plaintiff herein realleges and reiterates all previous paragraphs as fully as if set forth in this paragraph in its entirety.

7. That, on or about April 27, 2016, Plaintiff was operating a 2012 Honda traveling south on US 701 in the County of Horry, State of South Carolina.

8. That, on or about the same day and time, Defendant was operating a 1994 Ford owned by Ottis Causey, Jr., and was traveling north on US 701 in the County of Horry, State of South Carolina with the consent and permission, either express or implied, of the owner, Ottis Causey, Jr.

9. That, on or about the same day and time, Defendant, crossed the centerline traveling on the wrong side of the road and struck Plaintiff's vehicle, which caused Plaintiff's vehicle to crash head-on into a 2007 GMC.

10. That such action on the part of Defendant was the direct and proximate cause of the aforementioned collision and the injuries sustained by Plaintiff.

Negligence

11. Plaintiff herein realleges and reiterates all previous paragraphs as fully as if set forth in this paragraph in its entirety.

12. That Defendant had, or should have had adequate opportunity to perceive Plaintiff traveling south on US 701 and that the injuries and losses which Plaintiff sustained were directly and proximately caused and occasioned by the negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions of Defendant in one or more of the following particulars, to wit:

a. In crossing the center line in violation of S.C. Code Ann. § 56-5-1920 (1976);

b. In driving on the wrong side of the road and/or wrong way;

c. In then and there operating the aforementioned vehicle at a rate of speed in excess of the maximum speed limit; or at a rate of speed too fast for the conditions then and there prevailing, in violation of §56-5-1510, §56-5-1520, and §56-5-1530 of the Code of Laws of South Carolina (1976, as amended);

d. In driving the aforesaid vehicle in a reckless manner which was in willful and wanton disregard for the safety of Plaintiff, all in violation of §56-5-2920 of the Code of Laws of South Carolina (1976, as amended);

e. In failing to yield the right-of-way to Plaintiff's vehicle;

f. In then and there failing to keep a proper lookout;

g. In then and there failing to maintain proper control over the aforesaid motor vehicle;

h. In then and there operating a motor vehicle with a reckless disregard for the rights and safety of others, and especially the rights and safety of Plaintiff;

i. In then and there failing to take advantage of any last clear chance to avoid the collision with Plaintiff, when Defendant saw, or should have seen, Plaintiff in the roadway;

j. In then and there colliding with Plaintiff's vehicle, causing Plaintiff's vehicle to collide with a third vehicle;

k. In failing to exercise that degree of care which a reasonable and prudent person would have exercised under the same or similar circumstances;

l. In failing to ensure the subject vehicle's equipment was in good working order and adjustment in violation of S.C. Code Ann. § 56-5-5310 (1976);

m. In failing to properly equip the said motor vehicle with adequate and safe brake equipment in violation of S.C. Code Ann. § 56-5-4850 (1976); and if so properly equipped, in failing to utilize them;

n. In violating the laws, statutes, and ordinances of the State of South Carolina enacted to protect the safety and health of the motoring public, so as to constitute negligence per se; and

o. In such other particulars as the evidence at trial may show.

Which negligence, gross negligence, carelessness, recklessness, willfulness and wantonness of Defendant directly and proximately caused the injuries and loss of Plaintiff as is hereafter set forth.

DAMAGES

13. Plaintiff herein realleges and reiterates all previous paragraphs as fully as if set forth in this paragraph in its entirety.

14. That, as the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions of Decedent, Plaintiff:

a. Was severely, seriously, painfully, and permanently injured;

b. Suffered injuries about various parts of his body;

c. Was and will be subjected to the administration of strong and potent drugs and medications;

d. Suffered extreme and painful injuries to his person from which Plaintiff is informed and believes that he will have permanent adverse effect and disability;

e. Suffered injuries that required medical treatment and will require medical care and treatment in the future;

f. Has incurred and will incur in the future, substantial medical and doctor bills due to his injuries;

g. Was and will be subjected to extreme pain, mental anguish, emotional distress, loss of enjoyment of life, suffering and discomfort over a long period of time;

h. Has been and will be prevented from attending to his usual and ordinary activities of daily living;

i. Has and will suffer a financial loss in the form of wages and future earning capacity; and

j. Has incurred disabling property damage which have or will cost a significant expense to repair and/or replace and Plaintiff has suffered losses by way of depreciation, rental, and loss of use; and

k. All other damages, including actual, special, consequential and punitive, in an amount to be determined by the trier of facts.

WHEREFORE, Plaintiff prays for judgment against Defendant in an amount to be determined by the trier of fact, for actual, special, consequential and punitive damages; for

the costs of this action; and for such other relief as this Honorable Court may deem just and proper.

P. Brooke Eaves

Ian D. Maguire, Esquire
SC Bar No.: 66587
P. Brooke Eaves, Esquire
SC Bar No.: 102021
MAGUIRE LAW FIRM
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048
ATTORNEYS FOR PLAINTIFF

Myrtle Beach, South Carolina
12/12, 2016

In The Matter Of:

DANIEL ERIC KNIGHT v.
PHILLIP RAY CAUSEY

HEARING
April 18, 2017

Rayl Reporting Service
P.O. Box 2833
Myrtle Beach, S.C. 29578
(843)293-1774
drayl@sc.rr.com

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

DANIEL ERIC KNIGHT,
PLAINTIFF,
vs.
PHILLIP RAY CAUSEY,
DEFENDANT.

HEARING
April 18, 2017

Given before Nate Fata, Esq., Special Referee in and for the State of South Carolina, in the law offices of Fata Law Firm, Surfside Beach, South Carolina, on Tuesday, the 18th day of April, 2017, commencing at 10:10 a.m.

Court Reporter:
Debbie Rayl

APPEARANCES:

FOR THE PLAINTIFF:

IAN MAGUIRE
Attorney at Law
P. BROOKE EAVES
Attorney-at-Law
MAGUIRE LAW FIRM
1600 N. Oak St.
Myrtle Beach, S.C. 29577

FOR THE DEFENDANT:

PHILLIP RAY CAUSEY, PRO SE

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STIPULATIONS

Pursuant to Notice and/or consent of the parties, the hearing hereon captioned was conducted at the time and place mentioned before Debbie Rayl, Court Reporter and Notary Public in and for the State of South Carolina.

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial save as to the form of the question.

The reading and signing of the deposition by the deponent was expressly waived by the deponent.

PROCEEDINGS

THE COURT: Before we get started I want to let everyone know, I'm Nate Fata, I'm going to be the Special Referee and I'm going to listen to the testimony in this case. This case was referred to me by the Circuit Court Judge and my job, as the Special Referee is to act as the judge when it comes to the damages, what's being sought, as far as compensation in this case. So under the case law of South Carolina all the allegations that are pled with factual particularity in the lawsuit are deemed admitted and so really the only issue for me to determine is not whether someone did something wrong, but the injuries or the compensation that was caused by those actions that are alleged in the complaint.

So and you, sir, are Mr. Causey?

MR. CAUSEY: Yes, sir.

THE COURT: Now, Mr. Causey ---

(Off the record briefly. Mr. Causey's dad tries to enter the hearing)

THE COURT: So what we'll do, we will have testimony. Everyone will

be sworn in as a witness and then after counsel asks questions, you have the right to cross examine and ask questions; okay? And I don't know if I have seen ---

MR. CAUSEY: I mean I got this paper in the mail like yesterday. I mean this package came in the mail yesterday and I mean I didn't even know ---

THE COURT: Do you have the complaint?

MS. EAVES: I do.

THE COURT: I think you may have sent it to me?

MS. EAVES: Yes.

THE COURT: I don't know if I printed it out.

Okay, did you want to give me a brief overview, an opening?

MS. EAVES: Sure, yes. I'm Brooke Eaves and I represent the Plaintiff, along with Ian Maguire, Maguire Law Firm. This is our client, Daniel Eric Knight. He was involved in a collision on April 27th of 2016. It occurred at approximately 5:20 p.m. He was driving in Loris on Highway 701, traveling south and the

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defendant in this case, Phillip Ray Causey, was traveling north on Highway 701. The defendant crossed the center line and collided with Mr. Knight's vehicle and caused Mr. Knight's vehicle to then crash into a third car. Mr. Knight's vehicle was impacted head-on and also on the driver's side and the vehicle was totaled. He immediately was taken by ambulance to Conway Medical Center and ended up having to undergo two surgeries to his abdominal region and now has to undergo a third surgery, which has been scheduled for May 8th, all causally related to this collision.

He has suffered extensively. He had an ostomy bag for approximately fifty-seven days as a result of this. It caused -- his abdominal region was actually perforated in the collision and the injuries are very extensive, but we'll get into all of that. The total amount of medical bills that have already been incurred is $177,134.76. He missed about three months from work as a result of this, so there's damages for that, as well. And then of course pain and suffering and loss of enjoyment of life for an extensive period of time and just the devastation

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it's done to him and his family and we'll go through all that.

THE COURT: Very good. We can begin. Do you want to call your first witness?

MS. EAVES: Sure. My first witness is Mr. Daniel Eric Knight.

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Whereupon,

(DANIEL ERIC KNIGHT, having been duly sworn, testified as follows:)

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EXAMINATION

BY MS. EAVES:

Q. Please tell the Court your full name.

A. Daniel Eric Knight.

Q. And where are you from?

A. Myrtle Beach.

Q. And how long have you lived in the Myrtle Beach area?

A. Since 1984.

Q. And what is your educational background?

A. I have a BA in English, a Master's

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in English and an Associates as a physical therapy assistant.

Q. And where did you attend high school?

A. Myrtle Beach High.

Q. Okay. And what do you do for a living?

A. I'm a physical therapy assistant at Loris Hospital.

Q. And do you have any special certifications or training to do that?

A. Yes, ma'am. In addition to having to complete a two-year associate degree, we also have to pass like a national board certification.

Q. And prior to that what did you do for a job?

A. Personal training, sports nutrition and I managed some Vitamin Worlds.

Q. And how old are you currently?

A. Forty-two.

Q. And what is your date of birth?

A. 9/26/1974.

Q. And are you married?

A. I'm separated right now.

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Q. And what is your wife's name?

A. Elizabeth.

Q. And do you have any children?

A. We have a three-year old daughter named Caroline.

Q. Do you remember the collision that you were involved in on April 27th of 2017?

A. Yes, ma'am.

Q. About what time did that collision occur?

A. Like 5:15-5:20.

Q. And what road were you traveling on?

A. I was on 701.

Q. And how did the collision occur?

A. I was headed home from work on 701 and this white truck just swerved directly into me. I mean if -- you know, it was -- it was so quick I had no time to react or anything.

Q. And about how fast were you driving at the time of the collision?

A. Like fifty-five.

Q. And approximately how do you describe the speed that the Defendant was driving at the time of the collision?

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A. At least that, probably more. His truck ended up several hundred feet further down 701 after the collision. He just kept going and I think we have pictures that he kind of show he ended up way down the road.
Q. And what was traffic like that day?
A. Usual five o'clock in the evening traffic. I would say steady, but not heavy.
Q. And what was your intended destination?
A. I was going home.
Q. And in your memory what was the cause of the collision?
A. I have no idea. Everybody all the witnesses there said, you know, it just looked like he just kind of swerved over, but it didn't look like -- there was nothing in the road for either one of us to -- to try and avoid or anything like that. He just swerved straight into me.
Q. Is there anything that you could have done to avoid the collision?
A. No, ma'am.
Q. And do you believe that the Defendant was the sole cause of this collision?

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A. Yes, ma'am.
Q. How would you describe the impact of the collision?
A. Violent, jarring. It was so quick. I mean I know he wasn't, but it was almost like he was aiming for me. It happened so fast and so abruptly and so hard and there was just -- it was like I didn't even have time to tense up or try and turn to do anything to avoid it. It was just a split second so violent.
Q. And what type of vehicle were you driving?
A. It was in a Honda Civic.
Q. And what kind of vehicle was Defendant Causey driving?
A. It was a Ford, I think, F-150. It was a white pick-up truck.
Q. And what kind of vehicle was the third vehicle that your vehicle collided with?
A. It was a GMC SUV. I'm not absolutely sure of the make or of the model I mean.
Q. And have you regularly driven this particular vehicle before this wreck?
A. Oh, yeah.

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Q. And what type of damage was done to your vehicle?
A. It was completely totaled. The windshield was shattered, the entire front end was crumpled up. The impact was so hard the center console was actually cracked and moved sideways inside the vehicle. All the air bags went off. The door had to be opened with crowbars just to be able to get me out of the car.
Q. And I'm going to show you some of these pictures and we'll have them marked as Plaintiff's Exhibit 1, 2, 3 and 4.
A. Yes, ma'am.
MS. EAVES: The court reporter will do that.
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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 1)
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BY MS. EAVES:
Q. This is Plaintiff's Exhibit 1. Can you please tell the Court what this is a

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picture of?
A. That is the driver's side of the vehicle where I was sitting.
THE COURT: Is that the front left picture?
THE WITNESS: It's this one, yes, sir.
MS. EAVES: Yes, that's the top left and it looks like it's turned sideways by mistake there, but this is what it looks like.
THE COURT: Got it.
++++++++++++++++
(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 2)
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BY MS. EAVES:
Q. And I'm going to hand you Plaintiff's Exhibit 2. Can you please tell me what that's a picture of?
A. That's the front end of the Honda.
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(PHOTOGRAPH WAS MARKED

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FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 3)
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BY MS. EAVES:

Q. And Plaintiff's Exhibit 3, please tell the Court what that is a picture of?

A. It's the side view of the front end of the Honda, driver's side.

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(PHOTOGRAPH WAS MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 4)
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BY MS. EAVES:

Q. And Plaintiff's Exhibit 4, tell us what that is a photo of?

A. It's like a three-quarter view of the front end of the Honda after that.

Q. And are those four photographs I just showed you do they represent a fair and accurate picture of your vehicle as it appeared immediately after the collision on April 27th of 2016?

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A. Yes, ma'am.

MS. EAVES: And I would like to show these photographs to you as well for you to look at.

THE COURT: Is there a motion?

MS. EAVES: Yes. We would like to offer at this time what's been marked as Plaintiff's Exhibit 1, 2, 3, 4.

MR. CAUSEY: My truck wasn't the one that caused this damage here.

THE COURT: Okay. Sir, do you have any objections to those photographs being introduced?

MR. CAUSEY: I just say that my truck wasn't the one that caused that damage because I hit him -- when my -- when my truck -- I connected on the side of the truck and then somehow when I -- when I connected on the side of his car a little bit somehow ---

MS. EAVES: I'm going to object to him offering any testimony right now.

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MR. CAUSEY: Huh?

THE COURT: If you have any objections to these photographs ---

MR. CAUSEY: All right. Well, I'm just saying ---

THE COURT: --- coming into evidence you can pose your objection now.

MR. CAUSEY: All I object to is that I didn't cause all that damage.

THE COURT: I understand. And that's part of the liability side that's already been determined. But these are the photographs of the car involved in the collision.

MR. CAUSEY: All right. Well, that's fine. But I just object to that, because I didn't cause the damage.

MS. EAVES: We offer those into evidence and ask that they be admitted.

THE COURT: Admitted.

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(PHOTOGRAPHS PREVIOUSLY MARKED
FOR IDENTIFICATION

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AS PLAINTIFF'S
EXHIBIT NUMBERS 1
THROUGH 4
WERE ADMITTED)
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BY MS. EAVES:

Q. Immediately after the collision occurred did any portion of the inside of your vehicle impact your body?

A. Yes. The airbags obviously went off, hit me in the face. The front dash my legs and knees slammed up into it hard enough that it actually tore like it tore the entire bottom of my khakis from the knee down like off in the front. My arms either made contact with the dash or the steering wheel. It happened so quick I don't know.

Q. And were you wearing a seatbelt at the time of the collision?

A. Yes, ma'am.

Q. And when the air bags hit you in the face did that cause you to have a bloody nose?

A. Yes, ma'am.

Q. And was your vehicle totaled as a

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result of this collision?
A. Yes, ma'am.
Q. Did you speak to either of the other drivers involved in this collision at the scene?
A. No, ma'am.
Q. Were you injured as a result of this collision?
A. Yes, ma'am.
Q. And did you immediately go to the hospital by ambulance?
A. Yes, ma'am.
Q. And what were your injuries at the scene of the collision?
A. At the scene I had numerous cuts and bruises to both my arms and legs. I had a pretty good bruise on my hip. My nose was busted. They put me in a cervical collar to address whiplash. Obviously lower back from the impact. My stomach from where the seatbelt had hit me felt, you know, there was abdominal pain. I broke a toe, I had pretty good bruises and swelling on both hands. Really good bruising on both arms like all up and down my arms and general, I guess, where the seatbelt

Page 22

had constricted me it was -- it was general chest pain, lung pain.
Q. And at the hospital at Conway Medical Center were you initially diagnosed with a abdominal contusion in the pelvic bruising?
A. Yes, ma'am.
Q. And were you also having trouble with your memory immediately after the collision?
A. Yes, ma'am. So the doctors all asked me if I ever lost consciousness and initially I said no because it happened so quick. And then it occurred to me like how did all these people get around my vehicle so quickly. There were like a dozen bystanders all around the vehicle. So obviously I lost consciousness then because I didn't remember them ever coming up. And also they were there trying to check on me and make sure that I wasn't dead.
Q. And the day after the collision did you go see your family doctor for follow-up?
A. I did.
Q. And at that time were you following

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up because you were having some blood in your urine?
A. Yes, ma'am.
Q. And were you prescribed with pain medications at that time?
A. Yes, ma'am.
Q. And did the severe pain in your abdomen region continue up through May 15th of 2016?
A. Yes, ma'am.
Q. And on May 15th of 2016, is that when you returned to Conway Medical Center due to the pain?
A. Yes, ma'am.
Q. And at that time what happened?
A. So I went to the ER and, you know, advised them that I was in severe significant excruciating pain. I couldn't stand up straight. They at first thought I was -- they asked me if I was had a gunshot or a stabbing. I told them I'd been in a car accident about ten days previous or two weeks previous.
And so they put me on the CT for another CT Scan. They actually had to hold my legs down as my torso went in because it was

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just too painful to try and stay flat. That's when they determined I had a hole in my stomach and a perforated intestine and I was leaking bowel fluid into my abdominal cavity.
Q. And at that time did they perform an emergency surgery?
A. They did, yeah. The doctor said, you know, we've got to -- we'll go in and fix that. And I guess I didn't -- I didn't realize it was, you know, I was in a lot of pain, but I didn't know that they were going to do it right then.
So I said, "When are we scheduling that?"
And he said, "No, you -- if we don't do it now you're going to die. Like you've got all kinds of stuff leaking in your bowel and you're going to be septic and you can't do that. So we've got to have it done right now, right away."
Q. And the surgery that was performed, was that a surgery by Dr. Rimkus?
A. Yes, ma'am.
Q. Was that surgery for a section of small intestine, an ileostomy?

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A. Yes, ma'am.
Q. And what did the ileostomy entail? Can you describe that for us?
A. You know, they take a -- so while part of your intestine is left inside healing where part of the -- or some of the damage is. They take the remaining portion, make an incision in your stomach area and they kind of split it -- stick it out and you have a like a bag like a colostomy except it's just higher up. So whenever you have a bowel movement it goes into the bag. You no longer have full use of your -- your bowels to be able to go to the bathroom.
MS. EAVES: And I'm going to show you some photographs from your admission at the hospital. I'll ask that they be marked as Plaintiff's 1, 2, 3, 4, 5, 6, 7, 8, 9, 10. These are the photographs enlarged. And if you would, those are available for you to look at too.
THE COURT: We will let Madam Court Reporter catch up.
MR. CAUSEY: I mean I didn't -- I didn't mean for none of this. The

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way he was say awhile ago like I meant -- I didn't mean for none of this to happen. This was an accident.
THE COURT: Mr. Causey, you can ask him questions, but as far as making statements now is not the right time to do that, okay, sir.
MR. CAUSEY: Well, when ---
THE COURT: When he's done being examined by his lawyers then you can ask him questions.
MR. CAUSEY: Well, I've never been in a situation like this. I just ---
THE COURT: I understand.
MR. CAUSEY: I mean I just ---

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 5)
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BY MS. EAVES:
Q. Eric, I'm going to hand you Plaintiff's Exhibit 5 and can you please tell the Court what this is a photograph of?
A. That is me at -- looks like I'm still in critical care.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 6)
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BY MS. EAVES:
Q. And this is Exhibit 6. Can you please tell the Court what that photograph is of?
A. Also me in critical care.
Q. And what is this tube hooked up to you?
A. I had some pretty significant breathing and oxygen issues so I was continuously on either breathing treatments and health steroids or between five and six liters of oxygen after. But I was intubated first and then when they removed the intubation tube and

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put this on me.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 7)
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BY MS. EAVES:
Q. And this is Plaintiff's Exhibit 7. Can you explain what that photograph is of?
A. Yeah, that's -- looks like that's the ileostomy bag. So I guess that's basically where any time I would have a bowel movement it would get deposited in that bag instead of going all the way through my -- all of my intestines.

++++++++++++++++
(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 8)
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BY MS. EAVES:
Q. And this is Plaintiff's Exhibit 8. Can you please explain what that is a

Page 29

photograph of?
A. Yeah. That is a JP drain. They basically put -- puncture a hole into the opposite side of your mid-section, put about a twelve-inch tube all the way into your stomach and they just use it to collect and drain any kind of blood and extra fluid that are in your abdominal cavity. And so it stays there for -- mine stayed there until the day I left.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 9)

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BY MS. EAVES:
Q. And this is Plaintiff's Exhibit 9. Would you please explain to the jury what this is a photo of?
A. It's the rather large wound covering for the section of my stomach that was opened and stapled.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION

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AS PLAINTIFF'S EXHIBIT NUMBER 10)

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BY MS. EAVES:
Q. And this is Plaintiff's Exhibit 10. Would you please explain to the Court what this is a photograph of?
A. Yeah, I had a Foley catheter while I was there and due to some kidney injuries there was a significant amount of blood in my urine so you can see that in the catheter bag.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 11)

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BY MS. EAVES:
Q. This is Plaintiff's Exhibit 11. Can you please explain what that is a photograph of?
A. Yeah, that's the abdominal incision and the staples they used to try and close it up.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 12)

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BY MS. EAVES:
Q. And Plaintiff's Exhibit 12. Can you explain what this is a photograph of?
A. Yeah, on the left hand side is where the -- so down the center is the abdominal incision. On the left hand side is the ileostomy bag and then you can see on the right hand side where the JP drain is coming out the other side of my stomach.

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 13)

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BY MS. EAVES:
Q. Here is Plaintiff's Exhibit 13. Can you please explain what that is a photograph of?
A. That is after they removed the

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staples and removed the wound vac. How the wound looked. At this point I think I was at home already. I think I'd been discharged. So it was left open to heal. And it developed a little bit of an abscess, a little bit of an infection and they were just ---

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(PHOTOGRAPH WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 14)

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BY MS. EAVES:
Q. This is Plaintiff's 14.
A. Yeah, that's what that sort of gruesome looking circular hole in the middle of the incision is was the abscess and so that had to get drained and addressed as well.
Q. And are all of these photographs, photographs of you when you and your body parts?
A. Yes, ma'am.
Q. And do these photographs fairly and accurately represent you and the body parts and the things described as they appeared

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immediately, you know, either while you were in the hospital or afterwards as a result of this collision?
A. Yes, ma'am.
MS. EAVES: Thank you. Now at this time we would offer what's been marked as Plaintiff's s 5 through 14 for identification into evidence.
THE COURT: Any objection? No objection.
MR. CAUSEY: I mean I have no ---
THE COURT: Admitted.
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(PHOTOGRAPHS PREVIOUSLY MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBERS 5 THROUGH 14 WERE ADMITTED INTO EVIDENCE)
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BY MS. EAVES:
Q. And Mr. Knight, as a result of this collision did you also sustain an acute injury to your lungs?

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A. Yes, ma'am.
Q. And did you also sustain an acute injury to your kidneys?
A. Yes, ma'am.
Q. And did you spend approximately -- well, the first time you were admitted in a hospital for the surgeries as a result of this collision it looks like you spent -- did you spend approximately fifteen days admitted in the hospital?
A. Yes, ma'am.
Q. And when you were discharged was Amedisys Home Health required to provide home nursing for you?
A. Yes, ma'am.
Q. And did you require the use of the ostomy bag for approximately fifty-seven days?
A. Yes, ma'am.
Q. And can you please describe us in detail what those fifty-seven days were like with the ostomy bag and how that was?
A. It was -- it was really pretty de-humanizing. It's such an interruption to your -- your normal life. You can't go out, you can't really spend time away from home because

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it was so new I wasn't sure how much I could eat or what I could eat yet without the bag becoming full or overly full or getting like gassy certain foods. Like I couldn't drink sodas or anything. Certain foods I couldn't eat because it would make it gassy.
Anywhere I went out I had to carry, you know, enough supplies that if I needed to change the bag out I would have to do that which is kind of difficult to -- to master if you haven't done it before. And make sure you got it sealed and you're not leaking bowel fluid all over your clothes and everything around you. So, you know, it was a lot of time spent over the summer where I was in pain, I was immobile and I really couldn't go out and do very much of anything with my wife and daughter or with my family just because it was that constant sort of cloud of, you know, if something goes wrong with the bag and you're out in public and you don't have any supplies or you don't have enough supplies or it gets all over your clothes and what are you going to do?
Q. And how often would you have to

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change out the ostomy bag?
A. It would need to be drained about every hour and a half and then completely changed like every other day.
Q. So about how many times a day would you have to drain the ostomy bag?
A. Gosh, depending on what I was eating and how much I was drinking ten to twelve times a day.
Q. And as a result of this collision did you have to have the first surgery due to a traumatic perforation of your terminal ileum?
A. Yes, ma'am.
Q. And did you also have to have a second surgery?
A. I did.
Q. And the second surgery that you had as a result of this collision, was that surgery an incisional hernia repair with mesh?
A. Yes, ma'am.
Q. And during that surgery did they place a biologic mesh in your abdomen?
A. Yes, ma'am.
Q. And is that mesh a six by ten centimeter approximate size?

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A. Yes, ma'am.
Q. And will that mesh be in your abdomen for the rest of your life?
A. Yes, ma'am.
Q. And who was your doctor that you saw for regular follow-up care after these surgeries and in between them?
A. I saw both Rachel Collins, as my primary. I've had so many blood pressure and oxygen issues in the hospital they couldn't regulate those, so she kept up with that side. And then I had regular follow-ups with Dr. Rimkus and Associates in Surgery just to make sure the wound was doing what it should be doing in terms of healing and to make sure that the ostomy was staying clean and that the incision around it was not getting infected or anything like that.
Q. And was Ms. Collins, was that the provider at CPG Internal Medicine?
A. Yes, ma'am.
Q. And Dr. Rimkus, your surgeon, was he who you followed up with Associates in surgery?
A. Yes, ma'am.

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Q. And did you have approximately fifteen follow-up appointments with Dr. Rimkus?
A. Yes, ma'am.
Q. And what was the Amedisys Home Health nursing like? Can you describe that for us?
A. Yes, ma'am. So when I left Conway Hospital they gave me a wound vac to help keep the wounds drained and cleaned. So part of what Amedisys did was come in and actually change the -- it's like a spongy material that they kind of shove down into the wound before they put the wound vac on. So for the first month or so they were changing the wound vac out, making sure that it was working correctly and it was getting enough suction. And then throughout that they also just cleaned and dressed the wound. Tried to make sure that if it was, you know -- when it got the infection and the abscess they got in touch with my surgeon, Dr. Rimkus, to make sure that he was aware of the situation and to get me back in there to see him. So it was sort of total care of both wound care.
Q. And when you were initially

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admitted to the hospital for your first surgery, were you intubated?
A. I was.
Q. And was there a period of time that you were completely out of it at the hospital and either lost consciousness or ---
A. I lost three days. I went in for the surgery overnight Sunday to Monday and the next thing I knew it was Thursday. And the nurses were asking me if my throat was in pain. I didn't have any idea why. I didn't know I'd been intubated. So the three days that I was in Critical Care are completely gone. I had no idea if I was conscious if I was comatose or what was happening. Just gone.
Q. And after that first surgery, while you were admitted in the hospital, did you actually have to be resuscitated at one point?
A. Not -- I mean the records show I did, but I was out. I don't recall that. So, yeah, I was ---
Q. And you were in ICU; is that correct?
A. Yes, ma'am. I think at Conway it's Critical Care, but yes, it's the same thing.

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Q. And in your most recent visit with Dr. Rimkus that occurred on April 4th of 2017, what happened during that visit with Dr. Rimkus?
A. So it was almost a year since the initial surgery and so it was just kind of a follow-up. I noticed I'd have sort of a lump right along the incision line and that concerned me because I had a suspicion it may have been a hernia.
And when I got in his office he said, "Oh, yeah that's -- that's a hernia and that's a pretty good size one." And he's like "You need to have this repaired you can't -- you can't put it off. It doesn't need to wait."
There's really, in his words, "Well, there's nothing holding all your intestines and everything. There isn't any stuff there except your skin. Like there's no muscle covering that up so we need to get in and fix that."
Q. And so now are you scheduled to have a third surgery on May 8th?
A. Yes, ma'am.

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Q. And what was your life like immediately after the first surgery?
A. It was -- I'm a really active guy so it -- it was pretty bad. The PTEs and PTAs at Conway Hospital, I know them real well because I'd done one of my rotations in school with them. So they came by and I said, "Jason, are you here just to check on me socially?"
And he said, "I am, but I kind of got to get you up and get you moving."
And it was, you know, and so I've got all these staples and I dropped like forty pounds. I got so thin, you know, he gave me a walker and he wanted me to just walk to the door. And I was like huddled over the walker. I couldn't stand up straight. Little shuffling footsteps.
I mean I felt like one of my geriatric patients that had Parkinson's that I treat. It was really bad and it was such a slow process trying to get any kind of strength back just to be able to, you know, walk to the mailbox from my house or be able like when I was in the hospital to walk to the end of the hall from my room which was probably two

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hundred feet. I had to sit down in a chair halfway through. One of the nurses had to follow me with a wheelchair just so that I could sit. And between pain and it was hard to breathe. It was just a mess.
Q. And as a result of this collision did you incur substantial medical bills?
A. Yes, ma'am.
MS. EAVES: I'm going to ask that this be marked as Plaintiff's Exhibit 15.
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(SUMMARY OF MEDICAL EXPENSES WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 15)
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BY MS. EAVES:
Q. And for your past medical -- well, please tell the Court what is this? Is this a summary of the medical expenses you've incurred already?
A. Yes, ma'am.

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Q. And are those the bills that you received as a result of this collision?
A. Yes, ma'am.
Q. And does this exhibit accurately reflect the total costs of the bills that you incurred that were casually related to the collision on April 28th, 2016?
A. Yes, ma'am.
Q. And what is the total amount of those medical bills?
A. A hundred seventy-seven thousand, one hundred thirty-four dollars and seventy-six cents.
THE COURT: Could you repeat that number again?
THE WITNESS: It's a hundred and seventy-seven thousand, one hundred thirty-four dollars and seventy-six cents.
THE COURT: Thank you.
THE WITNESS: Yes, sir.
BY MS. EAVES:
Q. And this amount does not include the future surgery that is required; is that correct?

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A. That's correct.
Q. And this does not include the follow-up care you'll need after that surgery; is that correct?
A. That's correct. Yes, ma'am.
Q. So this is just a summary of the medical treatment that you've already had up to this point?
A. Yes, ma'am.
MS. EAVES: At this time I would offer this into evidence as Exhibit 15, Plaintiff's Exhibit 15 into evidence.
MR. CAUSEY: I have no idea what I'm looking at. I mean ---
THE COURT: Those appear to be the medical bills. Do you have any objection?
MR. CAUSEY: Yeah, I mean that's fine. But I mean I have no idea what I'm looking at. That's fine. I mean it's a mess of paperwork. I don't know what ---
THE COURT: So admitted.

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(MEDICAL BILL SUMMARY
PREVIOUSLY MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 15
WAS ADMITTED
INTO EVIDENCE)
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BY MS. EAVES:

Q. And Mr. Knight, as a result of this collision did you miss a significant amount of time from work?

A. Yes, ma'am, around three months.

Q. And why were you not able to work?

A. Mainly because I had open wounds, but there's like a ten-inch incision going up my stomach. So, you know, I have a job where I'm transferring patients, picking up dumbbells and not like heavy ones, but even like two and three pound dumbbells, I was so limited in what I could do in terms of just movement that I couldn't go back to work. And it's not really like the kind of job where you can have light duty.

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Q. And you certainly -- you would not have been able to return to work with the ostomy bag; is that correct?

A. Correct.

Q. And were you written out of work by your doctor from May 15th of 2016 through August 15th of 2016?

A. Yes, ma'am.

Q. And during that time was your daily income approximately a hundred and sixty-two dollars and seventy-four cents per day?

A. Yes, ma'am.

Q. And did you miss sixty-five days from work?

A. Yes, ma'am.

Q. And was your bi-weekly pay stub approximately one thousand, six hundred and twenty-seven dollars and thirty-seven cents?

A. Yes, ma'am.

MS. EAVES: I'm going to ask that these check stubs be marked as Plaintiff's exhibits. And these are Plaintiff's Exhibit 16 and 17.

++++++++++++++++
(PAY STUBS

Page 47

WERE MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 16
EXHIBIT NUMBER 17)
++++++++++++++++

BY MS. EAVES:

Q. Can you please describe what these two documents are?

A. These are my pay stubs from May 5th of 2016 and April 21st of 2016, just showing what I earned, what my regular hours were.

Q. And do those documents fairly and accurately reflect the amount of what your bi-weekly paychecks were at the time?

A. Yes, ma'am.

MS. EAVES: At this time I'll show these to the Defendant and then I'll put them into evidence as Plaintiff's Exhibits 16 and 17.

THE COURT: Any objection, sir?

MR. CAUSEY: No, I mean what he makes that's his. I mean that's -- I can't object to what he makes, I mean.

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THE COURT: Admitted.

MS. EAVES: Thank you.

++++++++++++++++
(PAY STUBS PREVIOUSLY MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBERS
15 AND 16 WERE ADMITTED
INTO EVIDENCE)
++++++++++++++++

BY MS. EAVES:

Q. And Mr. Knight, as a result of this collision after the first surgery and second, was your amount of lost wages ten thousand, five hundred and seventy-eight dollars and ten cents?

A. Yes, ma'am.

THE COURT: Can you repeat that number?

MS. EAVES: Ten thousand, five hundred and seventy-eight dollars and ten cents. And I'm going to ask that this be marked as Plaintiff's Exhibit.

++++++++++++++++
(SUMMARY OF

LOST WAGES
WAS MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 18)
++++++++++++++++

BY MS. EAVES:

Q. And Mr. Knight, is this a summary of your lost wages as a result of this collision?

A. Yes, ma'am.

Q. And is Column 1 the amount of lost wages that you've already incurred as a result of this collision?

A. Yes, ma'am.

Q. After this third surgery has your doctor explained to you that you're going to have to miss at least two more weeks of work?

A. Yes, ma'am.

Q. And is Column 2 an accurate reflection of the amount of lost wages you will miss for a two-week period?

A. Yes, ma'am.

Q. And is the total of lost wages here twelve thousand, eight hundred and fifty-six

dollars and forty-six cents?

A. Yes, ma'am.

MS. EAVES: At this time we would like to move to offer this as Plaintiff's Exhibit 18 into evidence. And there it is if you want to look at it.

THE COURT: Admitted. No objection.

++++++++++++++++

(SUMMARY OF LOST WAGES
PREVIOUSLY MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 18
WAS ADMITTED
INTO EVIDENCE)
++++++++++++++++

BY MS. EAVES:

Q. And as a result of this collision were you given a weight restriction on the amount you could lift?

A. Yeah, I'm currently unable to lift more than twenty pounds.

Q. And it looks like you've had quite a significant amount of medical treatment; is

that right?

A. Yes, ma'am.

MS. EAVES: I'm going to ask that this be marked as Plaintiff's Exhibit.

++++++++++++++++

(SUMMARY OF
MEDICAL RECORDS
WAS MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 19)
++++++++++++++++

BY MS. EAVES:

Q. And is this a summary of your medical records that you received the treatment as a result of this collision?

A. Yes, ma'am.

Q. And is does this include a copy of all of your medical records from this collision?

A. Yes, ma'am.

Q. To date?

A. Yes, ma'am.

MS. EAVES:

this time I'll show them to you.

MR. CAUSEY: Ain't no reason -- I mean I ---

MS. EAVES: And I offer Plaintiff's Exhibit 19 into evidence.

MR. CAUSEY: It'd take me six years to Sunday and read all that.

THE COURT: Admitted.

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(SUMMARY OF
MEDICAL BILLS PREVIOUSLY
MARKED FOR
IDENTIFICATION AS
EXHIBIT NUMBER 19
WAS ADMITTED
INTO EVIDENCE)
++++++++++++++++

BY MS. EAVES:

Q. And before this collision what kind of activities did you like to do?

A. Family stuff with my daughter. Obviously she's three so she's -- she's at that age. She was two then, just started walking and running and it was -- it was fun to try and keep up with her. I also was a competitive

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power lifter and bodybuilder for years. And just, you know, living in such a nice area and spending as much time outside being active as you can.
Q. And prior to this collision how often did you work out on a daily basis?
A. It was a bad week if I could only get in the gym six days. So it was an every day thing.
Q. And what sort of bodybuilding competitions did you do prior to this collision?
A. I did several NPC, which is the National Physique Committee contests in the bantam weight class. And then switched over to power lifting which was more performance and less appearance.
Q. And how old were you when you first began power lifting?
A. I was about twenty-three.
Q. And about how many competitions would you do per year?
A. After the -- I did a ton the first year and a half. I did ten in about eighteen months. And then after that did about three a

Page 54

year.
Q. And did you win a national title, or a few actually in power lifting?
A. Yes, ma'am. I won three between the 148 class and the 132 class.
Q. And in 2009, did you actually win the world record lifting for 303.1 pounds of bench pressing?
A. Yes, ma'am.
Q. And now that you're over forty years old were you entering the Masters Weight Class for power lifting?
A. I was, yes.
Q. And the week before the collision how much were you able to bench?
A. The week, literally the week before I did a max out week. I benched 355. Squatted 385, dead lifted 395 and was doing box jumps at 38 inches for three reps. So I mean in turn which I'm only 5'3" so thirty-eight inches if you're really, you know, if you're J.J. Watt and six, five that's a lot. When you're this high off the ground I'd say at that point I was probably in the best overall shape of my life just because I was -- I was more well rounded

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as an athlete.
Q. And prior to this collision were you asked to be a guest in local lifting events?
A. Yes, ma'am. I was a guest lifter at several events in Charleston.
Q. And before this collision did you like to run and enjoy cross country?
A. Yes, I did several 5Ks and ran cross country in high school. And it was -- for me it was always just an enjoyable way to just kind of relieve stress.
Q. And prior to the collision how fast could you run a mile?
A. Under eight minutes.
MS. EAVES: I'm going to show you some photographs and ask that they be marked as Plaintiff's Exhibits.
MS. EAVES: I'm not sure what number we're on now.
THE COURT: 20.
MS. EAVES: Plaintiff's 20.
++++++++++++++
(PHOTOGRAPH WAS MARKED

Page 56

FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 20)
++++++++++++++
BY MS. EAVES:
Q. Can you please describe for the Court what is in that first photo up there, Plaintiff's 20?
A. It sounds so vain to say it out loud, but I mean it's actually -- it's actually a body building pose. There's seven mandatory poses you have to do and that was called the most muscular.
++++++++++++++
(PHOTOGRAPH WAS MARKED
FOR IDENTIFICATION
AS PLAINTIFF'S
EXHIBIT NUMBER 21)
++++++++++++++
BY MS. EAVES:
Q. And in this photograph, Number 21.
A. Front double biceps.
Q. And is this, Exhibit 20, is this a photograph of you after you won the world record for lifting in 2009?

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A. Yes, ma'am.
++++++++++++++++
(PHOTOGRAPHS WERE MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 22 EXHIBIT NUMBER 23 EXHIBIT NUMBER 24)
++++++++++++++++
BY MS. EAVES:
Q. And are these photos also of you from body building?
A. Yes, ma'am.
Q. And do these photographs, Plaintiff's Exhibit 20 through 25, fairly and accurately reflect -- excuse me, 20 through 24, fairly and accurately reflect the physical condition that you were in prior to this collision?
A. Yes, ma'am.
MS. EAVES: I'll hand these to you these to look at and I'd like to offer these please into evidence, Plaintiff's Exhibits 20 through 24.
MR. CAUSEY: I mean I

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can see the pictures on the board so look over and we're looking at the same pictures there as on the board; right?
MS. EAVES: That's correct.
THE COURT: Okay. They're admitted.
++++++++++++++++
(WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBERS 20 THROUGH 24 WERE ADMITTED INTO EVIDENCE)
++++++++++++++++
BY MS. EAVES:
Q. And how much weight did you lose after the collision?
A. Forty -- like forty-one pounds.
Q. And you're currently still under a lifting restriction of twenty pounds; is that correct?
A. Yes, ma'am.
Q. Have you been able to do any power lifting at all since the collision?

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A. No.
Q. Will you ever be able to do power lifting competitions again?
A. No, not with the amount of hernia repairs and the mesh and stuff. Dr. Rimkus has told me that's pretty much done.
Q. And how much does your daughter weigh?
A. Right now about twenty-three pounds.
Q. And are you able to lift her?
A. No, ma'am.
Q. Are you able to play with her like you could before this?
A. No, ma'am.
Q. And how has this collision impacted your marriage?
A. My wife and I are separated. She says I'm just not the same person since the wreck. I think she may have -- she took on a lot of responsibility caring for me and I don't know if she grew to resent some of that or that I couldn't do -- I mean I get it. It's -- it's not fair to her, I'm not the same person I was before the accident. I can't go out and do all

Page 60

the things and -- you know, we went to Orlando for Caroline's birthday and I couldn't walk the park for eight hours like we used to do and do all the things that the person she married. She had expectations so, yeah, we're -- we're separated and I only get to see my daughter every other weekend now.
Q. And as a result of this collision I know that you've now returned to work, but are you restricted in what you're able to do in your job now?
A. Yes, ma'am. Because of the lifting restriction I can't see patients in the hospital so my job is split. It was split outpatient and inpatient. And the inpatient were all the people in the hospital, patients with pneumonia or COPD or just general de-conditioning. Anything where they would need to be admitted and need physical therapy. But because of the risk of them falling and I can't help transfer them and lift them I can't see any of those patients.
And then if I have a patient on my schedule, an outpatient who has suffered a traumatic brain injury or a stroke or any kind

Page 61

of neurological event and they're in a wheelchair or they need a walker, I either have to switch that patient off my schedule with another therapist. And when I can't do that I have to just try to get the other therapist to leave their patients so they can come help me with my patient because the risk of my patient falling. I really can't like the last thing I need is, you know, to make this hernia I have worse trying to lift more than I need to be lifting.

Q. And did you have to use a rolling walker for ambulation?

A. Yes, ma'am.

Q. And how long did you have to use that?

A. About two weeks.

Q. And what kind of foods are you unable to eat now?

A. It's a pretty good list and I can never be sure when something new is going to hit me. I went to the Olive Garden this week and I thought I was okay with everything except the salad. I know I can't eat salad. Salad just goes right through me. Apparently I can't

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eat Olive Garden food any more either. It just about tore me up.

I can't eat any kind of steak. Ground beef is a little more tolerable I think because it's ground up. But steak is completely out. I used to love Mexican food. I like spicy food. That's -- but I can't have it anymore. So no Mexican no Thai. Sort of my big vice. I drink a lot of soda. And now I really have to watch that because it just -- it bothers my GI system pretty good, the carbonation in it. Anything really high in fiber basically. So not just salad, but broccoli, cauliflower, kale, spinach, any of that stuff, just can't tolerate it.

Q. And do you now have a permanent scar as a result of this collision?

A. Two of them.

Q. And where are the scars that you have?

A. The big one runs from just beneath what used to be my belly button to about here and it's a couple of centimeters wide. And then where the ileostomy take down was and they fixed the hernia so from here to here is

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another one. And then I presume I'm going to have multiple more from the next procedure from Dr. Rimkus.

Q. And do you also have scars on your legs as a result of this collision?

A. I did from where my shins and knees hit the dash.

Q. And are there any other activities that you're not able to do that you could do before or that you can do but not as well?

A. I mean any -- any -- my overall just endurance and conditioning. My lungs have never really felt like they're a hundred percent where they need to be. So where I used to be able to get on a treadmill and, you know, do some interval training and really go all out or do some like boxing and really just go all out, now I actually get the lung pain from that. So I -- I can't. Like I can still do a lot of the stuff, but I can't do it to the -- at the level I used to be able to at all. I'm very limited when it comes to just any kind of endurance and cardiovascularly.

Q. And for the fifty-seven days with the ostomy bag what was performing your

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activities of daily living like during that time?

A. My ADLs basically consisted of sitting in a recliner six hours a day, laying in bed twelve hours a day and then up for meals. I mean it was -- I was in so much pain and you can't really get around because of the ileostomy bag so well. It feels like it's always in the way, it's hanging out from your shirt. You can't tuck it in your -- your shorts or your jeans. It was pretty limiting really.

Q. And were you prescribed pain medications as a result of this collision?

A. Yes, ma'am.

Q. And what kind of pain medications did you have to take?

A. Oxycodone I feel like.

Q. Yes. And were you also given Percocet?

A. Percocet, yes, ma'am. Whichever one of those has Tylenol in it was the one they took me off of and put me on the other one because my liver enzymes were so high after the accident there was concern that I had some kind

Page 65

of significant liver damage too. So they took me off of anything that involved Tylenol so it didn't further create liver issues. So that was the change in it, that's why.

Q. And for the fifty-seven days when you had the ostomy bag were you completely incapacitated during that time?

A. I would say so, yes, ma'am.

Q. And did the ostomy bag have a strong odor to it?

A. It did. There were like charcoal little tablets you could put in it that were supposed to kind of eat up some of that smell. And there were different filters that you could get on the bag itself. But I mean I don't -- I don't want to sound like vulgar, but if you go to the bathroom and, you know, it's really pungent and you spray an air freshener you're going to spray the air freshener, but you're still going to smell what you were trying to cover up. And so that's kind of even with like any of the stuff to mask the odor. You could still smell a sort of an underlying thing. It was always there.

Q. How would you describe the pain and

Page 66

the suffering that you experienced as a result of this collision?

A. The direct acute pain to my abdomen -- when I was twenty-three I broke my leg and tore my ACL. Drove myself to the emergency room. So I've got a fairly high pain tolerance. This was like nothing I had ever felt, had ever imagined. I would literally hobble into the ER that night doubled over, couldn't stand up. It was just -- oh, yeah, I wouldn't wish it on anybody. It was intolerable -- horrible.

And then after that it was constant pain with, you know, cleaning the wound, taking a Q-tip and going four or five inches deep to clean it out and get an abscess or the wound vac hurt.

When I was in the hospital when I was in Critical Care at one point they were allowing me to have pain meds every two hours. And I'm not a pain med kind of guy. Then I was -- I was pushing the buttons. I couldn't sleep. I couldn't get comfortable. You can't roll on your side. You know, it hurts to sleep on your back because your abs are all torn up

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and cut up so you got no trunk strength.

Q. And what are the current problems and pain that you still experience as a result of this collision?

A. My lower back and hips are constantly in pain. I wake up every couple of hours at night. When you've got no -- and I've got so -- I've had so much going in my midsection there's no stability so my pelvis has, you know, it's taken the brunt of the pain there so I have to re-position so I can't sleep at night. Long trips in a car, I end up having to like kind of sit on my -- like on my pelvic bone and turn and sit in the backseat and just try and like stretch out inside the car seat. It's -- anything that I used to take for granted to be able to do for an extended amount of time whether it's standing for too long or sitting for too long or lying too long I -- I can't do it because everything ends up hurting from here to here.

Q. And prior to this collision did you enjoy going to the beach?

A. Oh, yeah.

Q. And would you be able to be

Page 68

comfortable going to the beach without a shirt on?

A. Probably not, no. No, I wouldn't.

Q. But prior to the collision were you comfortable with that?

A. Yeah, I was a meathead, so ---

Q. And now when you go to the beach you won't be able to do that; is that fair?

A. Yeah, that's accurate. Even now my little girl will ask me like -- she'll go why -- why did you get run over. Let me see your boo boo and she'll like kind of poke at it and she'll say, "Eww Daddy, eww". I mean she's three, she doesn't get it. But, you know, it kind of makes me feel bad.

Q. And can you describe for us the loss of enjoyment of life that you suffered as a result of this collision?

A. I lost my family. That's the biggest one. I can -- I mean you can -- I've got a good surgeon. He can put me back together and, you know, I'm fortunate that I can still go to work. I've got a job. I'm surrounded by good people, but I lost my family so there's ---

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You know, the goal was every year to go to Disney World and take pictures of Carolina with Cinderella. So we've got two of those. We won't be doing that any more.

I'm in a constant battle with my Ex about when to see her, how we're going to divvy up summer vacation time. The only house and home I've known for the last ten years, I got displaced from because of this, so now I'm forty-two and living with a roommate which is kind of embarrassing. But on short notice I had to just move in with the first person I could find. So now I feel I'm constantly in my roommate's way. You know, because I'm either in the way in the bathroom or I'm in the way in the kitchen or whatever, so I kind of feel bad about that. It's just been an upheaval. Not one possible thing is normal. My normal is no longer normal at all.

Q. And did this collision cause you to suffer any mental anguish or anxiety?

A. Oh, yeah, absolutely. Just a lot of, I mean I don't know if it's anxiety or depression that -- and even now like if I don't have my daughter on a weekend, it's a pretty

Page 70

fair bet I'm going to sleep Saturday and Sunday until four o'clock, five o'clock in the afternoon. I just don't want to get out of bed. I don't want to do anything. I'll drag myself out of bed when I have to go to work or if I know I'm going to have Caroline we can do something, but otherwise I'm pretty unmotivated to do anything at all.

Q. And is some of the depression also related to never being able to do your power lifting hobbies again?

A. Yeah, for me that was a good stress reliever. It was my hour and a half every day I could go and get those endorphins released and feel like -- it sounds stupid, but, you know, if I go to the gym a fifty pound dumbbell is always going to be a fifty pound dumbbell. No matter what kind of day I've had it if it's a bad day, a good day or whatever that weight's never going to change. And so it kept me grounded. It kept me humble, it gave me something to work hard for and it gave me a sense of accomplishment. And it never -- it never judged, it never debated, it just was what it was. It was a very straightforward,

Page 71

you know, level weight. Well, now I can't really do that. My time at the gym is let me walk on the treadmill for thirty, forty-five minutes.

Q. And prior to this collision were you a member of a church anywhere?

A. St. Andrews Catholic Church in Myrtle Beach.

Q. And during the fifty-seven days with the ostomy bag were you unable to attend church services?

A. Yes.

MS. EAVES: Can we go off the record just for a second. I think we may be finished with you, almost.

(A brief recess was taken.)

BY MS. EAVES:

Q. I'm going to go back on the record. And we were talking about the scarring that you had. Would you mind lifting up your shirt and showing the Court your abdomen region?

A. That's the one that when after the actual recision of the -- where the repair thing, ileostomy or the where the intestines, that's where the ileostomy was. And this pooch

Page 72

is not me eating too many donuts, that's actually there because of the current hernia that I have. It usually would not be -- I don't usually have an outie I usually have an innie if that helps. So ---

Q. And the pain and the suffering you were describing and the loss of enjoyment of life, is there any amount of money that could ever really compensate you for the pain and the loss of enjoyment you've been through?

A. No. No, I mean, how do you put a price on your family.

MS. EAVES: That's all I have for this witness at this time.

THE COURT: Any questions for cross examination?

MR. CAUSEY: The only thing, I've got in one department when he was talking about the collision and -- and he was sitting there saying that I was going the same speed or speeding. He don't know how fast I was going. I wasn't speeding because I had just turned out of a road prior -- like a mile or so down the road. So I wasn't speeding. And I didn't -- it was an accident. I didn't

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purposely veer into him like he was saying. It was just an accident that should -- I wish it wouldn't have happened. I mean I feel bad for him. I mean I do, I honestly to God wished it wouldn't have happened. I did not mean for none of this to happen and I am sorry for any -- for any pain and suffering or anything like that that you had to go through. But I honest to God did not mean for this to happen. It was just an accident, you know. And, you know, and ---

THE COURT: Well, I'm sure he appreciates that, but as far as his testimony on his medical treatment and you can't say ---

MR. CAUSEY: No, I can't ---

THE COURT: --- do you have any questions of him. This is your opportunity to ask him any questions about his treatment, ---

MR. CAUSEY: I can't ---

THE COURT: medical treatment, his pain, his suffering, his losses

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as a result of the collision. So I'd want to make sure you have the opportunity to ask him any questions.

MR. CAUSEY: Well, I don't -- I mean I can't -- how can I -- I don't -- I can't I mean I can't judge -- I can't say anything about what he did or didn't go to because I wasn't there. So I don't know if he -- if any -- every bit of that could be false if it's or it could be -- which it's all true. I don't know because I wasn't there. So how am I supposed to object to something I don't even know what ---

THE COURT: Well, you can ask him a question if you would like. Do you want to ask him?

MR. CAUSEY: Well, I mean, no, I just want to just know that I didn't -- I mean I just object to the part about the -- the speeding that he said that I was going and the part where he said that he -- they -- he don't even -- I mean where he knew where my truck was because he didn't even -- they took him out of the ambulance or whatever car and brought him. He didn't even see where

Page 75

my truck was until. So I mean I don't -- I just don't want him to say -- I just don't want it made out like -- like I done this on purpose or something, because it was just an accident. The way it was worded, the way everybody -- the way he said that I just want to --- I mean I wasn't speeding and I just want him to that it was -- that there wasn't nothing done on purpose the way -- the way he said or the way it sounded like he said it.

THE COURT: Okay. Very good.

THE COURT: Okay. Very good. I have one question. On -- there are -- there's been two past surgeries?

MS. EAVES: Yes.

THE COURT: And there's a third surgery for the hernia coming up?

MS. EAVES: Yes, and we have a life care planner coming to testify.

THE COURT: But the two past surgeries, I understand the first surgery was for the perforation in the intestine so set up the ileostomy or conduct

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the ileostomy?

MS. EAVES: Yes.

THE COURT: And then the second surgery was that to reconnect the small intestine?

MS. EAVES: The second surgery was to take down the ileostomy ---

THE COURT: Right.

MS. EAVES: --- and remove it and I believe to repair a hernia. Let me double check to be sure.

THE COURT: Okay. So the second surgery actually re-connected the intestine and also repaired a hernia?

MS. EAVES: Yes, the second surgery -- I'll hand you this just for your reference, is the repair of the hernia with mesh and closure of the ileostomy.

THE COURT: Okay. All right. And that's when you got the mesh? Okay. Got you. I don't have any more questions.

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MS. EAVES: Okay. For our next witness we'd like to call Ms.

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Piacquadio, the nurse life care planner.
THE COURT: Let's take a two minute break.
(A brief recess was taken.)
MS. EAVES: Good afternoon. I would like to call our second witness and Ms. Kim Piacquadio to the stand to testify and I'm sorry if I butchered your last name.
MS. PIACQUADIO: It's fine.
++++++++++++++++++++++++
Whereupon,
(KIM PIACQUADIO, having been duly sworn, testified as follows:)
++++++++++++++++
EXAMINATION
BY MS. EAVES:
Q. Please state your full name for the record.
A. Kimberly Piacquadio.
Q. And if you could please explain your role here today for the Court.
A. I was asked to prepare a nurse life care plan for Mr. Knight. And as a registered

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nurse and certified nurse life care planner that is what I have done and is presented here today.
Q. And what is your educational background?
A. I have been a registered nurse for just about over ten years. I have critical care experience, oncology, medical surgical, hospice, home care, a great deal of experience.
Two years ago I opted to do some course work for nurse life care planning. It's a hundred and twenty hours worth of program, as well as a national certification that's required so I've done that for the last two years. And I also have my own company that has been established since November of 2015.
Q. And do you have experience in preparing life care plans?
A. Yes, ma'am.
MS. EAVES: And at this time I would like to offer Ms. Kim Piacquadio as an expert in the field of nurse life care planning.
THE COURT: Any objections?

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MR. CAUSEY: I mean I don't know who she is. I don't have no objection.
THE COURT: Okay. So admitted.
BY MS. EAVES:
Q. And what did you do to prepare for today?
A. Well, based on the nurse care planning process is what we do when we develop a nurse life care plan. And that involves a number of things. And it's defined, of course, by the American Nurse Association nursing specifically and what we're required to do.
In preparation for this document which, of course, is part of my methodology, we prepare utilizing the nursing process in the collection of analysis and comprehensive client specific data in preparation of this document.
This document provides an organized, concise plan of estimated, reasonable and necessary, current and future health care needs with associated cost and frequencies of goods and services.
The nurse life care plan is

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developed for individuals who have experienced an injury or have illness. And it is developed in the function within my individual scope of practice. I do incorporate opinions and collaborate with other physicians, providers, therapists, doctors and so forth in -- to put this together. Primarily my role is also based on my nursing assessment of health status establishing goals and planning care as defined in the Nurse Practice Act which is specific to a registered nurse licensure.
So the process includes assessment, which is part of going over all the medicals and meeting with my client and also from that assessment I develop a nursing diagnosis. From the nursing diagnosis I would formulate outcomes or potential outcomes of what we see and then from that perspective we are going to develop a plan and identify how we are going to implement the plan. That is the nurse life care planning process report.
Q. And what documents did you review in preparing your report?
A. Well, there are a few and I do have those with me today. Specifically what I did

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during my research is I looked at Mr. Knight's specific injuries in his case and the surgeries that he has gone through. So abdominal wall considerations is one of them in a re-operative surgery and I have that resource mentioned as well as ventricle incisional hernia repair which is also the third time he is going to have to endure a surgery.

One of the things that have been outlined in this document is that there will be potentially a number of more surgeries to come.

Q. And did you review all of Daniel Eric Knight's medical records to date as a result of this collision?

A. Yes, ma'am.

Q. And did you also review the medical billing?

A. Yes, ma'am.

Q. And did you meet with Daniel Eric Knight and discuss with him the situation and make an assessment at that time?

A. I did.

Q. And the document that you are currently looking at, is that the report that

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you prepared for this case?

A. Yes, ma'am.

MS. EAVES: And I'm going to ask that this report be marked as an exhibit.

THE WITNESS: That's my CV.

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(LIFE CARE PLAN WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 25)

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MS. EAVES: And this is the CV that we'll have marked as an exhibit as well.

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(CV WAS MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 26)

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THE COURT: Is 25, the Life Care Plan and 26 the CV?

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MS. EAVES: Exhibit 25, yes. Here is a copy, Mr. Defendant, for your reference.

THE WITNESS: I also brought along a copy of the research data. I don't know if you want that.

MS. EAVES: Okay. We'll include the references, the research data as an attachment to Exhibit 25.

THE COURT: That's a copy, I think, for you. That's not the actual exhibit.

MS. EAVES: If you want to just look at it as we go through this.

THE WITNESS: And this is just original research that I had done when we actually met together so that we could talk about. And this is from the International Journal of Surgery, as well as what we could be expecting in the surgical treatment.

BY MS. EAVES:

Q. And is Exhibit 25 here, is this the Nurse Life Care Plan that you prepared for Mr. Daniel Knight?

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A. Yes, ma'am.

Q. And briefly I'm going to go through that with you. In your life care plan did you put together a timeline of the medical treatment that he received as a result of this collision?

A. Yes, ma'am.

Q. And what were the symptoms and the limitations that you found that you included in your report on Page 12?

A. Well, looking at Page 12 is -- is original of my assessment and what we discussed. And, you know, my goal and my experience in the nursing field is really to identify every area that is appropriate to -- to the wellbeing of Mr. Knight. Some of the things that he brought out -- do you want me just to go through them?

Q. Yes, if you could just summarize any limitations that you found.

A. Well, he's certainly limited it would seem, according to physical therapy. He's a physical therapist assistant. He has worked with his medical doctor. He's currently limited to lifting twenty pounds. One of the

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really disabling things of this whole -- whole thing is that if he's limited to twenty pounds weight lifting and he's a physical therapy assistant and he works with these individuals every day he is no longer able to lift a patient and do a safe transfer. That would be one of the biggest things that I saw and he is relying on colleagues to lift those patients so that they can get him transferred to a safe place so that he would be able to continue to work with them and exercise them. That was a big limitation and that's a concern.

There are -- there is pain in his abdomen and low back that continues with very little relief from medication. Strictly looking at limitations is going to also include his diet. He will not longer be able to eat a regular diet or the diet he has in the past due to his surgeries. And even with my experience, I have -- I have worked with patients like this in the past and you are limited and you will have an altered elimination pattern going forward even though the ileostomy is closed up, because you now have a shorter bowel and that brings with it its own challenges.

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Those were the three. And finally I think the frustration that I -- I see and was able to assess, because in his previous life pre-accident he was very active. He was a nutritionist, he was a bodybuilder, he took great pride in his appearance in taking care of his own body and he still does, I have no doubt. But he won't be able to function in the same ways going forward as far as weight lifting and dieting and nutrition and the life he was accustomed to living pre-accident.

Q. And did he also discuss with you the impact that this has had on his family?

A. He did. You know his wife was a primary caregiver throughout this process and that is no easy feat. When you have someone that you have been with and I mean you're -- you're really intimate them when you become a primary caregiver when you have such a change in an abdominal incision and surgery and now you can no longer eliminate as any of us around this table will, but through a colostomy. And that affects people.

The psychosocial impact on that is very big. And so what has ultimately happened

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is now that he -- she saw him through these surgeries, he was back on his feet, back to work, they are now in the middle of a separation. He no longer gets to see his daughter. One of the challenges there with the twenty-pound weight lift, how do you lift your little girl, she's only three years old?

So it's impacted not only his personal life, his professional life and -- and there's really no telling how -- how all this is going to continue in his future because of the multiple surgeries that he could still endure. One of the largest complications of abdominal surgery is required repeat surgeries.

Q. And in your life care plan can you explain to us what Table 1 outlines? Table 1 beginning on Page 16.

A. Uh-huh. (Yes).

THE COURT: Do you have that exhibit or is she looking at it?

MS. EAVES: She's looking at it.

THE COURT: Okay.

THE WITNESS: Is there another one that he could have?

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MS. EAVES: I gave it to ---

THE COURT: That's fine.

THE WITNESS: Oh, it's already in. All right. Okay. So -- so what I was asked to do as part of the future care and life care plan was also look at what's going to take place this third surgery.

Due to complications from the accident and two previous surgeries he's now developed a ten centimeter hernia gap that's going to have to be repaired. Based on that I was asked to include surgery and the cost associated with that surgery and we looked at the first year post-surgery. So Table 1 identifies pre-op work for an incisional hernia repair with mesh flap myocutaneous to the abdominal wall.

So we're going to look at what's going to be required for him pre-op. We are going to look at what the surgery will require and the cost associated. And that's with Dr. Rimkus. And then we look at post-recovery and what that's going to entail.

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What I found in my research as well in -- and I included that in the documents that I gave you, is with these surgeries and continued support -- now this is his third go round so he is going to need -- he's going to be debilitated in the fact that physical therapy, occupational therapy, support and certainly that's the physical piece of this.

But the emotional piece of this is going to be -- require some therapeutic counseling. Because there is a loss in a nursing diagnosis world of so much that he's endured post-traumatic because of the surgery, because of the accident, therapeutic counseling is strongly recommended, as well as nutritional therapy is strongly recommended because again, you know, Mr. Knight said to me, "I used to go out with my friends and I would have, you know, I love Mexican, I have a lot of spicy food and chicken wings."

You know a forty something year old who doesn't love that. So the thing is -- is he's not going to be able to eat that type of diet any more because of the impact of what's going on.

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So the medications, the recovery, the therapeutic modalities, durable medical equipment. He's going to need support more now than ever with his abdominal wall and girth because he's not going to be able just to get up and go to the bathroom or take a shower.

He's going to need assistance certainly strongly initially with transfers, your ADLs activity of daily living. He now does not have a home primary caregiver and because of that he's going to need a home health aide. He's going to need a nurse looking at his wound, his healing because infection is certainly something that is going to be watched very closely for.

So that's why we looked at not only the durable medical equipment to support him, a bedside commode, you know, something where he can transfer from in front of the TV if you will from chair to a commode or even the three in one commode. For example, it's a higher chair so that when you do go to the -- the restroom you don't have to bend down as far. Because he's not going to physically be able to get up and down and move and ambulate like he

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even does now.

So that's why the home care, home need help support. And then, of course, follow-up appointments with his physicians. And this is identifies the first year in surgery for Table 1.

And then I also recommended a nurse case manager. And that's something that, you know, as a nurse life care planner we also do nurse case management, but you don't do one and the same. Because if I create and develop a life care plan I'm going to recommend a nurse case manager to help him navigate through that first year with his appointments, with his nurse, with his physicians, labs. They just oversee as a field nurse case manager. That pretty much is Table 1.

BY MS. EAVES:

Q. And can you please explain for us Table 2 and the -- what it addresses?

A. Certainly. Going into Table 1 -- I'm sorry, Table 2 identifies. So his -- he's forty-two years old. National statistic says that he will live approximately thirty-eight years if everything goes the way it should. So

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adjusting Table 1 that will take you through one year. So Table 2 addresses thirty-seven years. And that's going to include similar items, but to not as big of extent. But we're looking at a thirty-seven year timeframe.

So a follow-up with a specialist, a gastrointestinal physician is key, because he's going to need to do that to avoid assess for secondary diagnoses, problems, concerns. He needs to see at least an annual basis a specialist of a gastrointestinal physician because at that point he'll be discharged from Rimkus as a surgeon, we would assume. This is all best case scenario. I just need to put that out there too.

And then, of course, your primary physician is important because he's going to need a follow-up on an annual basis. And with that he will have labs drawn. He's now at risk for electrolytes imbalance. His labs are at risk that they will be off because of his altered intake in nutrition. Okay. So that's -- so that's a stop guide and that's real important that we have that in there.

I recommended continued therapeutic

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counseling for the same reasons that I identified before, because of his altered body image, his altered lifestyle, his loss of self control if you will, the family, loss of family. There's just so many dynamics and a therapeutic counseling I've allowed for a hundred sessions over his lifetime. So whether he needs that many or not we're allowing for it because best case scenario that's all he'll need, if that.

And then, of course, some diagnostic testing. I included an abdominal ultrasound and an X-ray. Allow for ten of them over the lifetime so that we can continue to look and see what's going on. Are there any changes? Has he re-herniated? What has taken place there? Again, the lab work is included in the annual physician's visit.

Medications post one year out I don't really see any indication. I had requested information from Dr. Rimkus regarding what he thinks he may need long term. Unfortunately with the time that was so limited I did not get that information back. So for medication wise for year two out to life

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expectancy I included the over-counter which you're currently taking now. All right. And you're going to continue to need the Imodium and you're going to continue to need medication for your pain because you experience that now on a daily basis. And I don't see that getting any better, but again I'm not the physician. But I'm working within my scope and what we've discussed and what you're doing now.

And then I allowed for home maintenance and assistance because right now, you know, Mr. Knight explained to me he used to do yard work, he, you know, would mow grass and do these types of things. That's going to be limited going forward and especially now. I mean hopefully you'll be able to move on and, you know, have someone in your life in the future. But at this point we have to look at where you're at and where you're going and right now you're going to need assistance within the home long term as you -- particularly as you age.

And then I included some mileage because you're going to be seeing the doctors, the therapist, the out-patient that kind of

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thing long term. And then I allowed for fifty hours of a nurse case manager over the rest of your lifetime to help you navigate and keep an eye on things and to hopefully reduce any complications and avoid additional secondary diagnosis. That's Table 2.

Q. And the Table 1 value -- what is the total number amount of that value?

A. Now Table 1 has a range. And the reason it has a range is due to medications. I don't know what type of prescription pain medications doctor will prescribe. Okay. So there's a range of ninety-seven thousand, four hundred and twenty-five dollars and fourteen cents to ninety-eight thousand, two hundred, ninety-seven dollars and fourteen cents. And again, just to -- you want to see the specifics I would just flip back to Page 19 which identifies a range in prescription medications to manage post-op pain. It could be Norco, it could be Percocet, it could be Oxycodone. That I just don't know. And that ranges anywhere from a hundred and sixty to one thousand, thirty-two dollars.

Q. So based on the type of medications

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prescribed after the third surgery there will be additional medications that are not included in this figure; is that correct?

A. No, the medications will be included, but they could -- it depends if they go generic or if they go prescription. So my range is a hundred and sixty dollars to one thousand, thirty-two dollars post-surgery.

Q. Okay. And what is the range, can you tell us the number?

A. The total range?

Q. Yes, it's ninety-seven thousand ---

A. Yes.

Q. --- four hundred and twenty-five dollars and fourteen cents on the low end through ninety-eight thousand, two hundred and ninety-seven dollars and fourteen cents on the high end; is that correct?

A. That's correct for year one.

Q. Okay. And then for Table 2 is the total amount of the future expenses for Table 2 does that come to be ninety-one thousand and eighty-eight dollars? Is that correct?

A. Yes, ma'am.

Q. And the total of future expenses

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combined is that range between one hundred and eighty-eight thousand and five hundred and thirty-one dollars and fourteen cents to one hundred and eighty-nine thousand, three hundred and eighty-five dollars and fourteen cents?
A. Yes, ma'am.
Q. And if Mr. Knight does require additional surgeries beyond this third one, as you've suggested as a potential risk, those would be additional costs that are not projected in this report; is that correct?
A. That's correct.
Q. And are all of the opinions given in your report were they given to a reasonable degree of life care planning certainty?
A. Yes, ma'am.
Q. And do you believe that all of the opinions and recommendations in your report are reasonable and necessary?
A. Yes, I do.
Q. And do you have an opinion, to a reasonable degree of life care planning certainty, that all of these future expenses are causally related to the collision that Mr. Knight was involved in?

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A. Absolutely.
MS. EAVES: At this time I'd like to offer this report, Exhibit 25, with research articles inserted as attachments to Plaintiff's Exhibit 25. We'd like to admit this into evidence.
THE COURT: Any objection? No objection. Admitted.
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(LIFE CARE PLAN PREVIOUSLY MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 25 WAS ADMITTED INTO EVIDENCE)
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MS. EAVES: And at this time we'd like to offer the Exhibit 26, the CV for Ms. Kim Piacquadio into evidence.
THE COURT: Any objection?
MR. CAUSEY: No. I didn't know -- didn't hear what that was, but I don't ---

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MS. EAVES: It's a resume.
MR. CAUSEY: -- I ain't got none.
THE COURT: No objection. Admitted.
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(MS. PIACQUADIO'S CV PREVIOUSLY MARKED FOR IDENTIFICATION AS PLAINTIFF'S EXHIBIT NUMBER 26 WAS ADMITTED INTO EVIDENCE)
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MS. EAVES: And that is all we have for this witness. Thank you.
THE WITNESS: Okay. Thank you very much.
THE COURT: Mr. Causey, please ask any questions you might have, if any.
MR. CAUSEY: I don't have none.
THE COURT: Okay. All

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right. You're excused.
MS. EAVES: Thank you very much.
(The witness was excused)
(Off the record briefly.)
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Whereupon,
(GILBERTAS RIMKUS, M.D., having been duly sworn, testified as follows:)
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EXAMINATION
BY MS. EAVES:
Q. Dr. Rimkus, my name is Brooke Eaves. I'm an attorney with Maguire Law Firm. We represent your patient, Daniel Eric Knight, with regards to a collision he was involved in on April 27th of 2016. We appreciate you being here today and thank you for your time.
A. If I can help.
Q. If you could, please state your full name on the record.
A. Gilbertas Rimkus.
Q. And what is your specialty, Doctor?
A. General surgery.
Q. And please give us the benefit of

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your education, starting with college.
A. I graduated from medical school in Europe, Lithuania. It encompasses college into medical school, six years of training. And I did one year of residency in my hometown Vilnius, ENT residency. And then I came over to Pittsburgh, Pennsylvania, did my internship there at St. Francis Medical Center and then I did five years of general surgery residency at Western Pennsylvania Hospital, Temple University Clinical Campus. And I was Board certified in general surgery about a year after graduation and I became a member of American College of Surgeons about -- close to two years after graduation.
Q. And what is your Board certification in?
A. General Surgery.
Q. And where do you currently practice, Doctor?
A. With Associates in Surgery. We have two offices, one in Conway, one in Murrells Inlet.
Q. And how long have you been in practice there?

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A. Since 2008, which is about -- almost nine years -- nine years.
Q. And where did you practice before that?
A. Williamsburg County in Williamsburg Regional Hospital.
Q. And just roughly in your career how many surgeries have you performed?
A. I probably perform about fifteen to twenty a week. So probably be about sixty to eighty a month and kind of multiply those, you know, thousands would be an answer, short answer. You know, I haven't counted them.
Q. And Doctor, do you have experience in performing hernia surgeries?
A. Yes, I do.
Q. And approximately how many hernia surgeries have you performed in your career?
A. It would be a guess, a couple of thousand.
Q. Okay. And Doctor, you have experience performing surgery on patients with abdominal injuries?
A. Yes, I do.
Q. And approximately how many patients

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have you performed that sort of surgery for?
A. Would be counted in -- in hundreds up to a thousand or so.
MS. EAVES: At this time I would like to offer Dr. Gilbertas Rimkus as an expert in the field of general surgery.
THE COURT: Any objection? No objection.
BY MS. EAVES:
Q. Doctor, we're here today to ask you some questions in regard to your treatment of Daniel Eric Knight regarding injuries suffered in a collision on April 27th of 2016. Did you first treat Mr. Knight on May 15th of 2016?
A. That is correct.
Q. I'm going you a copy of your record from May 15th of 2016. And what history was provided to you when you first saw Mr. Knight as a patient?
A. I met Mr. Knight in Conway Emergency Room on the day you mentioned. He had already undergone work-up by ER physician and that work-up raised high suspicion of inter-abdominal injury, particularly intestinal injury.

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Q. And what procedure did you perform on Mr. Knight at that time?
A. At that time I perform urgent laparotomy which in other terms would be opening of the abdomen and sorting out what's injured. And there was injury to small intestine detected and a lot of contamination, a lot of inflammation of the abdominal cavity with the intestinal contents being leaked into the abdominal cavity.
Q. And ---
A. I had to -- I had to wash it out, clean it out. I had to remove a piece of damaged intestine and I had to bring out so called ostomy which is temporary bag on the side since putting together intestine in infected environment, contaminated environment, is not the right thing to do.
Q. And how does an ostomy bag work?
A. It's essentially intestine coming out of the side of the abdomen with the contents leaking into the specially designed bag on the side.
Q. And how long was Mr. Knight in the

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hospital as a result of that?
A. I believe he stayed for over a week if I recall correctly. Let me look at a discharge summary if I had it here?
Q. Was it about fifteen days?
A. Can't tell you for sure unless I see my discharge summary. I don't see that. As far as I recall it was over it was over a week.
Q. Okay. And what history was provided when you performed your consultation?
A. That Mr. Knight was involved in the car accident over two weeks prior to his second visit to the emergency room. He had first visit to the emergency room right after his accident and at that time he underwent extensive testing and tests did not show any suspicion for intestinal injury at that time. Though small intestine is known -- not to show injury to small intestine is a known entity that doesn't show up on the initial -- initial work-up.
Q. And on the second work-up is that when you were able to discern the tear or the injury in the intestine?

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A. That is correct. And the reason for that, again it is only my guess during the impact, intestinal wall could have been traumatized and gradually gave -- gave out and -- and ruptured after the -- after the accident. That could be the reason it wasn't detected on the initial presentation.
Q. And was there some trace pelvic fluid detected at the initial presentation?
A. Yes, it was. The clinical significance of that is -- is not clear.
Q. Okay. And did Mr. Knight also have an acute kidney injury?
A. Yes, he did, yes, he did.
Q. And did he also have a lung injury as a result of this?
A. I do not recall particularly -- let me look at my notes there.
Q. Yes, I can find it for you.
A. He suffered acute kidney injury as part of dehydration secondary to ruptured viscus. You know, he was not able to drink enough, not able to hydrate himself. Maybe medical consult has to say something about it.

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Dr. Santiago comments here, acute kidney injury, probably secondary to dehydration. And he goes on.
Q. And was the operation on May 15th of 2016 due to a perforation of the terminal ileum?
A. That is correct?
Q. And did you see Mr. Knight for follow-up care after that initial surgery?
A. That is correct.
Q. And did he require a second surgery?
A. Yes, he did. He required surgery during which he had the ileostomy takedown. Temporary bag was removed and he already had developed a hernia at that site of ileostomy. And hernia was repaired at the same time. We are talking about on the right side. And given the abdominal wall closure in the presence of infected environment would leak intestinal contents the rate of the hernia is higher. The rate of wound infection is higher and in fact he did suffer wound infection after the surgery.
MS. EAVES: And can I

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see the photographs again that were previously marked as exhibits?
BY MS. EAVES:
Q. And I'm going to show you what's previously been marked as Exhibit 6. Do you know what this machine is that is hooked up to his face?
A. That is CPAP machine.
Q. Okay. And this is Plaintiff's Exhibit 14. Can you describe ---
A. Yeah, that is wound infection. That is a typical picture of wound infection.
Q. And can you describe what's in Plaintiff's Exhibit 7?
A. That is the bag I was talking about which goes over the intestine which is so-called externalized, brought out from the abdominal wall.
Q. And Plaintiff's Exhibit 12 can you describe that photograph, please?
A. That is basically infected wound.
Q. And is this the incision where you performed surgery?
A. That is correct.
Q. And what is this device here?

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A. This is ileostomy appliance to collect the intestinal contents coming out the ileostomy.
Q. And in Exhibit 10, can you describe what this is?
A. That is the Foley Catheter, I believe, coming out of his urinary bladder.
Q. And in Plaintiff's Exhibit 8 can you describe what this device is?
A. This is a drain, which was placed post-operatively in the abdominal cavity to prevent abscess to drain out the residual contamination whatever can be there.
Q. And did you perform the second surgical procedure on Mr. Knight on July 8th of 2016?
A. That is correct.
Q. And was that procedure a small bowel resection and an ileostomy closure.
A. Correct. Once I immobilized those ends of the ileostomy intestine they had to be refreshed to make nice and clean and anastomosis. After mobilization they so to speak get somewhat beat up and therefore the tips have to be resected and intestine was put

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together and returned back into the abdomen and then biologic mesh was used to fix the hernia which was at the ileostomy site.
Q. And was the mesh approximately six by ten centimeters?
A. That is correct.
Q. And will that mesh stay in Mr. Knight for the rest of his life?
A. That is correct. It is a biologic mesh not a synthetic one and just incorporated into the body tissues.
Q. And as a result of the collision did -- was it necessary to write Mr. Knight out of work from May 15th of 2016 through August 15th of 2016?
A. That is correct.
Q. And as a result of these surgeries that he's gone through are there certain food restrictions, diet restrictions that he now has?
A. Not at this point, not at this point.
Q. So were there certain diet restrictions immediately after the ---
A. Correct. When somebody is

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recovering after intestinal surgery diet needs to be advanced gradually. But once a person is considered to be recovered from intestinal surgery at this point he doesn't have diet restrictions.
Q. And after the third surgery will he have dietary restrictions during his recovery?
A. That is correct. Well, what happened, again, Mr. Knight developed a hernia at the ostomy site on the right side, which was fixed. Though over last several months he developed hernia in the midline where that infected incision was. And with wound infection certainly hernia rate is -- is higher. And, in fact, I diagnosed that hernia during last office visit. It's a big hernia now in the midline.
Q. And is that surgery scheduled to occur on May 8th of 2017?
A. I believe so.
Q. And what type of medical treatment will Mr. Knight need after that surgery?
A. Pain control, gradual activity as well as diet advancement.
Q. And how much time will he have to

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miss from work as a result of that third surgery?
A. It's individual, but typically probably about four to six weeks. Some people come to work sooner, some people not ready to come to work after six weeks.
Q. And how would you describe Mr. Knight as a patient?
A. Compliant patient.
Q. Do you have an opinion to a reasonable degree of medical certainty as to whether the treatment, medical treatment, provided to Mr. Knight was causally related to the collision he was involved in on April 27th of 2016?
A. That is correct.
Q. And what is that opinion?
A. That injury to the intestine was likely sustained during the accident. The small intestine usually doesn't rupture from nowhere. It's got to be something. Either diverticular disease and diverticular disease of small intestine with rupture would be very uncommon. It's more common in the large intestine. So to the best degree of medical

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certainty it -- it was caused by the accident.
Q. And the future surgery that Mr. Knight will need, to a reasonable degree of medical certainty, is it causally related to the collision?
A. Yes. Unfortunately he developed wound infection and the hernia and that -- that is a result of the first surgery. So answer is yes.
Q. And will he need any -- could he need any additional surgeries after the third one?
A. I don't expect that, but yes, if there are any complications. Again, abdominal surgery is, you know, not without complications. If he recovers without complications, he will not need anything else.
Q. And do you have an opinion, based upon a reasonable degree of medical certainty, as to whether the treatment provided was reasonable and necessary?
A. Yes, ma'am. The treatment provided was reasonable and necessary.
Q. Okay. Great. Will Mr. Knight have permanent scars on his abdomen as a result of

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these procedures?
A. Yes, the scar will remain.
Q. And immediately after the first surgery what limitations did Mr. Knight have?
A. Usually after abdominal surgery we recommend no heavy lifting for about a month. For that very reason trying to prevent the incisional hernia.
Q. And does he still have a lifting restriction of twenty pounds?
A. Well, at this point yes because he -- he developed a hernia in the midline.
Q. And is Mr. Knight at an increased risk for digestive difficulties on a daily basis due to his injuries, going forward?
A. Potential yes. Every hernia can lead to bowel blockage. Again, I don't expect it, but to answer that question yes, there is a risk.
Q. And will his digestive system ever be the same as it was prior to this collision?
A. Yes, I expect so.
Q. And do you think it is different now?
A. At this point he's got hernia,

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which again, if the intestine gets trapped within the hernia that would lead to bowel blockage so that's the only limitation he's got now.
Q. And have you had a chance to discuss with Mr. Knight or are you aware of the daily difficulties and limitations he had after the first surgery to present?
A. Yes, yes.
Q. Okay.
A. And he is -- he is tough guy. Now he tries to, you know, tries to get through it, you know, without much complaining, but I did -- did see him struggle, yes.
MS. EAVES: Okay. Let me go off the record just for a second.
(Off the record briefly.)
MS. EAVES: Back on the record. That's all the questions I have for you at this time. Thank you, Doctor.
THE WITNESS: You're welcome.
THE COURT: Mr. Causey, do you have any questions of the Doctor?

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MR. CAUSEY: No. I ain't -- I don't know about that.
THE COURT: Okay. Thank you, Doctor.
THE WITNESS: You're welcome.
THE COURT: You can be excused.
(The witness was excused.)
(Off the record briefly.)
THE COURT: Your next witness.
MS. EAVES: We do not have any further witnesses. We would like to have a brief closing statement if the Court would allow.
THE COURT: I have a question before we go for closing.
MS. EAVES: Sure.
THE COURT: Did I hear a number in testimony about the lost wages of sixty-five days, ten thousand, five hundred and seventy-eight dollars and ten cents; is that right?
MS. EAVES: Yes.

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And ---
THE COURT: And that was for the past, now for the future?
MS. EAVES: We had calculated it at two weeks, but Dr. Rimkus just testified it would be more like four to six.
THE COURT: Four to six. Okay. And was that sixteen, twenty-seven, thirty-five every two weeks?
MS. EAVES: Yes.
THE COURT: Okay. All right. Okay. Great. You may proceed.
MS. EAVES: Okay. So as a result of this collision Daniel Eric Knight's life was significantly impacted and in several ways that you've heard about today.
The past medical expenses he's already incurred were a $189,991.22. The range for the estimate for the future medical care he's going to need range from $97,425.14 through $98,297.14.
The life care planner testified about the maintenance that Mr. Knight's going to need, the therapeutic counseling, the

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diagnostic and lab work expenses, the medications, the home care and living accommodations, the mileage, the nurse case manager and those are the future expenses that she projected in addition to the estimated future medical expenses. And all of those amounts are also included in the life care report. Independently the maintenance was eleven thousand, five hundred and forty-four dollars, therapeutic counseling was eighteen thousand, three hundred and then the others are also listed in the report. Of course, the lost wages from the wages he's already missed come to ten thousand, five hundred and seventy-eight dollars and ten cents. Then they'll be four to six additional weeks of lost wages he will miss after the third surgery.
Now, aside from just those expenses and the past medical expenses, the future medical expenses and the maintenance and support he's going to need for the rest of his life, those figures don't provide anything for the pain and the suffering he's endured and the loss of enjoyment of life that Mr. Knight has endured. And it has been quite a traumatic

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experience for him as you've heard and seen today.
Of course, the Court and the fact finder that the Court will determine any amount they want for pain and suffering and for loss of enjoyment of life, but the significant scarring that's going to be permanent, the mesh that's going to be in his body for the rest of his life, the limitations on things he's able to eat, the limited activities of daily living, the impact that this has had on his family, he can't lift his three-year old daughter, he'll never be able to resume his favorite hobby as a body builder, all of those different things. The effect it's had on his ability to perform his job. All of those are factors to consider in the loss of enjoyment of life.
And then and separately from that is the pain and suffering, the scars, the pain, the actual physical pain he experienced, the ostomy bag, the suffering through that for fifty-seven days. And as you heard him testify there's really no amount that could ever compensate him or repair what's been done to him and to make him whole again.

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We tried to suggest some reasonable figures. For the first eighteen days immediately after the collision we would ask for pain and suffering for two hundred dollars per day and loss of enjoyment of life for two hundred dollars per day for those first eighteen days.
Then for the period of May 15th, 2016 through July 10th of 2016, those were the fifty-seven days immediately after the first surgery and second surgery. He had the ostomy bag for fifty-seven days and had intense pain and suffering and was incapacitated during that time. We would ask for five hundred dollars per day for pain and suffering for those fifty-seven days. And he was admitted to the hospital seventeen of those days.
And we would ask for six hundred dollars per day for loss of enjoyment of life for those fifty-seven days.
Then for the period of July 11th of 2016 to present that is two hundred and sixteen days of not being able to fully perform his job, of not being able to lift his three-year old daughter, of not being able to compete as a

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bodybuilder, for having a restricted diet where everything goes right through him, for the loss of his family and the impact on that. We would ask for two hundred and fifty dollars per day for loss of enjoyment of life. And for that period we would ask for a hundred and twenty-five dollars per day for pain and suffering.

And for his remaining life expectancy based on the statute the thirty-seven years remaining per the statute life expectancy table he is projected, it would be a hundred and fifty dollars per day is what we would ask for his remaining life expectancy for the pain and the suffering that he's going to continue to experience.

And we would ask for a hundred and thirty-five dollars per day for the loss of enjoyment of life that he will have on a daily basis for the remainder of his life and never being able to enjoy hobbies again for the scarring and for the continued limitations that he will have.

And for the two days in the hospital for the third surgery, plus the time of recovery after that, it will be about four

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to six weeks, we would ask for two hundred dollars per day for pain and suffering for that period of time and three hundred dollars per day for loss of enjoyment of life for that period of time.

We believe that really no value could ever compensate him for what he's been through and the affect it's had on his life and his family, but we would respectfully request and suggest four million dollars to be the amount of the damages, which would encompass the pain and the suffering, the lost wages, the loss of enjoyment of life, the past medical expenses incurred and the estimated -- the future medical expenses and the future expenses and care that he is going to need as a result of this collision.

THE COURT: Okay. You mentioned the past medicals of $189,981.22?

MS. EAVES: Yes, that's correct.

THE COURT: The total on here indicates $177,134.67. I might have missed something.

MS. EAVES: Oh, this

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coversheet I have the lost wages included in that number so the accurate number, you're right, is ---

THE COURT: Is one, seventy-seven?

MS. EAVES: For the medical.

THE COURT: I just want to make sure. Okay. And you said the first eighteen days you broke it down pain and suffering two hundred dollars a day and then two hundred dollars a day for loss of enjoyment of life?

MS. EAVES: Yes, and I have drafted these not to be exhibits, but just for your review for demonstrative purposes if it helps.

THE COURT: Okay. I'll take these for consideration. Anything further?

MS. EAVES: We don't have anything further. Thank you.

THE COURT: Okay. Mr. Causey, do you have anything you'd like to say to the Court?

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MR. CAUSEY: I don't - - looks like it's already situated so it don't look like much of anything I got to say matters so ---

THE COURT: All right. Thank you. And Mr. Knight I wish you all the best of luck and keep soldiering on like you're doing and hopefully things will get better. So I know you've gone through an awful lot and I'm sorry for you for that; okay.

MR. KNIGHT: I appreciate that.

THE COURT: Okay. All right. Well, the hearing is concluded. What I'll do for the parties is I'll review everything and I'll probably send a letter to you indicating what my decision is and ask you to prepare a formal order after I go through some of the exhibits and take a look at everything.

I'll keep the exhibits. Madam Court Reporter, you don't want to take those home; do you?

COURT REPORTER: No.

THE COURT: So, I've

got to make sure I have them all so if we could just double check before everyone leaves to make sure I have all the exhibits. Okay?

(Whereupon, the hearing was concluded.)

CERTIFICATE

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

I, Debbie Rayl, Professional Verbatim Reporter and Notary Public for the State of South Carolina, certify that I did have the foregoing hearing to appear before me at 10:10 a.m. on the 18th day of April, 2017, in the office of Fata Law Firm, Surfside Beach, South Carolina; that the witness was duly sworn to tell the truth, the whole truth and nothing but the truth; that the foregoing pages constitute a true and accurate transcript of the testimony given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 26th day of April, 2017.

_____

Debbie Rayl, Notary Public

My Commission expires January 24, 2021

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In the Matter Of:

Daniel Eric Knight vs Phillip Ray Causey

SPECIAL REFEREE HEARING BEFORE NATE FATA, ESQ.

June 29, 2017

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State of South Carolina
In Common Pleas Court
County of Horry

Daniel Eric Knight,
Plaintiff,

v. No. 2016-CP-26-8032

Phillip Ray Causey,
Defendant.

Special Referee Hearing
Before
Nate Fata, Esq.

Location: 1500 U.S. Highway 17 North
Surfside Beach, South Carolina

Date: Thursday, June 29, 2017
Time: 10:08 a.m. - 2:01 p.m.
Court Reporter: Ashley Rogers

A P P E A R A N C E S

For the Plaintiff:
Maguire Law Firm
1600 N. Oak Street
Suite B
Myrtle Beach, South Carolina 29577
By: P. Brooke Eaves Wright, Esq.
eaves@maguirelawfirm.com
Ian D. Maguire, Esq.
Co-Counsel:
Bluestein Nichols Thompson & Delgado, LLC
1614 Taylor Street
Columbia, South Carolina 29201
By: Blake Hewitt, Esq.
bhewitt@bntdlaw.com

For the Defendant:
Hall Booth Smith, P.C.
40 Calhoun Street
Charleston, South Carolina 29401
By: Joseph D. (Trey) Thompson, III, Esq.
jthompson@hallboothsmith.com

E X H I B I T S

Pg/Ln	Ex.	Description
Defendant's		
13/17	D-1	E-mail to Nate Fata dated 4/25/17
Plaintiff's		
48/8	P-1	E-mail to The Hartford
48/22	P-2	Certificate of service
49/2	P-3	Fax sent confirmation
60/10	P-4	Various documents, 5 pages

** Uh-huh = Affirmative
Huh-uh = Negative

P R O C E E D I N G S:

THE COURT: We're here -- we have several motions to hear. The first one I have is a motion to set aside default, so we'll hear that first and we'll hear those judgment motions from the defendant. And then we'll hear the motion for relief of judgment and the Rule 60. So those are the three. Am I missing any motions?

MS. EAVES WRIGHT: No, Your Honor, and I have the -- it's copies of the reply memorandums that I filed this morning.

THE COURT: Okay. Thank you. Has this been provided --

MS. EAVES WRIGHT: Yes.

THE COURT: Have you gotten a copy?

MR. THOMPSON: Yeah, ten minutes ago. Yes, sir.

THE COURT: Okay, good.

MS. EAVES WRIGHT: And my e-filing as well.

THE COURT: Okay. So we'll begin. We have three lawyers over here. So are response to the motions -- are different lawyers going to be responding or arguing?

MS. EAVES WRIGHT: I'll be responding

primarily.

THE COURT: Okay. We'll begin. Mr. Thompson?

MR. THOMPSON: Your Honor, thank you. This is my first appearance in the case, at least personally in the same room with you, so I appreciate you taking the time in dealing with these things. I understand that you have set the -- the priority and the order of -- of the motions. I'll suggest that -- I'll deal with one issue first, which would be the order -- or the authority or the power of this tribunal to hear at least several of these motions, which I think is preconditioned, if you will, to -- to the authority to hearing any of these motions. So first of all, I would suggest with regard to the order of referral -- the order of referral provided this court the authority to conduct a damages hearing. The order of referral, which is of record, specifically states that it's being referred to Your Honor for the purposes of a damages hearing.

Now, it's important that we understand that obviously the -- the law provides this -- this court the authority that the Circuit Court

would have unless the order of reference specifies or limits that power. And in the situation, the order of reference specifically states the purpose for the referral. It was not to complete the case. It was not to deal with all matters pertaining to the case, it was for the purpose of conducting a damages hearing. In fact, if the order of referral was for the purpose of all matters in this case, then the -- sort of the specification with the commas for damages hearing would be unnecessary for The Court. It would just simply say it's being referred to this court for all matters with finality.

I think the case law at least in South Carolina is fairly clear on that. Whenever an order of referral includes a specification of some amount of subject matter for the -- for the special referee to consider then that order of referral is interpreted as providing a limitation that if it was unlimited it wouldn't include a specification of a particular subject matter. So in the situation, the defense submits that the power, authority, jurisdiction, whatever you want to call it, however you want to describe it, is limited and has been limited to the consideration

of the damages hearing.

As a result, we don't believe that this court has the power, authority, jurisdiction, to consider the defendant's motion to set aside default, the defendant's motion to set aside default judgment and then also to the extent that it's incorporated within the motions -- the post-judgment motions any def--- any defendant's motion to set aside the judgment for a new trial based on a lack of impartiality or bias as special referee. So we believe that those three matters at -- at a minimum would be subject for the Circuit Court based on the expressed language of the order of referral.

THE COURT: Do we want to have -- let's have a response after you make --

MR. THOMPSON: I agree.

THE COURT: I think -- so we can kind of close out an issue --

MR. THOMPSON: Absolutely.

THE COURT: -- and move on. It'll be better for the record.

MS. EAVES WRIGHT: Sure. Your Honor, the clear meaning of the words, the matter, in Rule 53 indicates that the matter, those terms,

that means the entire case. By the same reasoning, the order of referral referred this entire case to the special referee, which expressly included the hearing on damages rather than expressly limiting it to only the hearing on damages. The order of referral begins with, this matter comes before The Court based on Plaintiff's motion for referral. When the court order stated this matter, the court was express--- expressly referring to this case, not this one damages hearing. The order of referral goes on to state that this matter be referred with finality to Nate Fata, Esquire, as special referee for a hearing on damages with any appeal directly to the South Carolina Court of Appeals. When The Court stated at the beginning of that sentence, this matter be referred with finality, the express meaning was that this entire case was referred to you as a special referee with finality.

There were no express limitations to the special referee's authority in the order and the order of reference instead gives you as a special referee authority to preside over this entire case and expressly included additional authority or expressly included the authority over

the damages hearing as well. And that's the way we perceive the language of Rule 53 and the interpretation. And in addition to that, Rule 53(c) was amended to make clear that special referees have the same power as the Circuit Court sitting without a jury unless the order of reference limits that authority. And there is no express limitation in the order of referral.

THE COURT: Any response?

MR. THOMPSON: Yes, thank you. Your Honor, with regard to the -- the language of the -- the rule and Miss -- what's your last name now?

MS. EAVES WRIGHT: Wright.

MR. THOMPSON: Wright -- Ms. Wright. I apologize. Tried to limit it to the limit that it had been limited. The order of reference actually specifies and that's in the rule, not just limit, it says specifies. If the order specifies the power, then that is what this court has. The order of referral is very specific. It specifies what this court has been appointed to do and that -- and it's right in the very order of referral, the second paragraph, in further appearing that a hearing to ascertain damages should be held to determine the amount owed the plaintiff. That was

the purpose. That's the purpose that this matter was referred for a hearing before this court.

And so then it goes on and says it is ordered this matter be a referred for a hearing on damages. Plaintiff wants to exclude that language and that's a very specific language, a limiting language. However you want to describe it, but it's clear from this order of referral that it was not -- this case was not referred to this court for all matters. It was referred for the purpose of a hearing on damages.

THE COURT: Any brief reply?

MS. EAVES WRIGHT: Just a quick response would be the repeated words, this matter, being referred in the order. This matter meaning the entire case. It's -- that's how it's interpreted throughout the rules generally.

THE COURT: Okay. Do we have a copy of the rule? I have it in my office if y'all...

MS. EAVES WRIGHT: I have the book in my car.

MR. THOMPSON: I -- I have a 2013 rule book, but I --

THE COURT: Let me -- let me get mine. The issue of whether the matter or some portion of

the matter having been properly referred or not to me, I find that under The Court's order dated March -- filed March 22nd, 2017 that the matter, the case, was referred to me to include the ascertainment of damages as well as any related issues concerning the cause of action that is set forth in the complaint. There's one cause of action for negligence, so any issues relating to that cause of action, sole cause of action, was referred to me because Rule 53 references some or all causes of action. In this case, all causes of action were referred to me because there's only one in the complaint. I am to hear the matter.

The order itself that was entered by Judge Hindman states that the matter -- this matter be referred with finality to me. There's then a comma and then a reference to a hearing on damages. Then after that, with any appeal directly to the South Carolina Court of Appeals. When I construe this order, I'm looking at the entirety of the order. It's apparent that the intention was that the matter, the case be referred to me. If there was an issue concerning the referral or the propriety of any referral, then that issue would be taken up to the court of

appeals. That language is included in the order of referral and not sent back to the Circuit Court. I don't see any reservation of any power in the Circuit Court to hear any part of the case after it comes here. And I believe the rule talks about referring the cause of action and that the -- there's a reference to -- the special referee shall exercise all power and authority as the circuit judge sitting without a jury would have in a similar manner. Again, it would not make sense to have part of the case go back to the Circuit Court under Rule 53(c).

In addition, there's language in 53(b), which states a case shall not be referred to a master or special referee for the purpose of making a report to the Circuit Court. So given the language in the order, the specific ordering language referring the matter with finality to me and with any appeal directly to the South Carolina Court of Appeals and in looking at Rule 53 and without any language in the order reserving to the Circuit Court the issues that may come up later if any, I'm going to deny the motion because I don't believe that comports with the order as it's written or Rule 53.

MR. THOMPSON: Your Honor, I think the next matter, at least, nominally state it was the motion to set aside default. While it was the first of the defendant's motion, it was filed -- I'm having a hard time figuring out how we deal with it at this point. And I will explain obviously. Rule 55 motion is a motion to set aside default before a judgment is entered. Judgment has been entered in this case. The defendant's motion was filed before the motion or before the judgment was entered. The defendant's motion was filed and The Court was made aware of the filing before The Court issued a letter outlining The Court's award. The defendant, myself, through e-mail, which I'll mark as an exhibit, to this court on April 25 provided The Court with the motion to set aside default. It took the position at that time that it was a matter that the Circuit Court should take up. That matter has now been resolved by Your Honor's ruling this morning. However, I did specifically request and -- and state that any award or -- or judgment should be held or in abeyance until the motion to set aside default had been resolved.

MR. HEWITT: May I -- I don't want to

interrupt, but I may be able to make it shorter. We'll consent to hearing both motions even though the judgment -- if -- if that satisfies your concern. It may not.

MR. THOMPSON: Well, the problem is is that the Rule 55 comes before a judgment and all of the issues that would have been raised in Rule 55 are now on the back side of a judgment.

THE COURT: Well, I'm going to hear both Rule -- I want to hear your order -- or your motion -- the motion to set aside the default.

MR. THOMPSON: I understand.

THE COURT: You can just proceed with that. I know -- you can put on the record whatever you'd like. So go -- go ahead and do that.

(Defendant's exhibit number 1 marked for identification.)

MR. THOMPSON: I -- I appreciate that and I -- I understand that you're going to hear the motion. I -- I just wanted to make sure that for the record's sake for Rule 55, there shouldn't be a judgment and it doesn't make any sense to have a judgment. It's in -- then Rule 60. So I made an effort. The defense made an effort to

have the Rule 55 motion heard before an order or judgment was entered. It was not. There -- there was no hearing and no resolution to that motion before the judgment was entered. All right. So if -- if we can sort of engage in the idea that somehow a judgment has not been entered and we are considering the Rule 55 motion at this point in time -- and it's important, at least from my perspective on -- that in Rule 55 is a good cause standard. It's a very -- it's a very light standard. It's certainly not the standard for Rule 60. And the Rule 55 good cause standard, I think, across almost every case law that you read and the policy of South Carolina is to have cases decided on their merits. That's what we want.

Now, the question is in this situation, was good cause demonstration or could good cause have been demonstrated and was good cause demonstrated? And in this situation, obviously, we have a couple of things -- bear with me here. I know that Your Honor has been provided a copy of the affidavit of Mr. Causey. All right. So Mr. Causey -- and I will sort of make sure that we all understand the paradigm that we're dealing with.

The case law state -- sets forth the Rule 55. We first have to explain the default and the reason why the vacation of the default was served into justice. That's the first showing if you will. The second would then be the Wham factors, the timing of the motion, the meritorious defense, the degree of prejudice. So I'm going to work backwards because it's actually easier. We end up in that direction. The meritorious defense is -- is completely satisfied. Mr. Causey has provided an affidavit saying he wasn't at fault. I know that Ms. Wright -- Ms. Wright has provided something today -- I was skimming through it -- suggesting there may be an affidavit of a witness that suggests that Mr. Causey was at fault. Well, that's just for a judge and jury to decide.

That's not -- whether he has a meritorious defense or not, the question is does he have a meritorious defense? I can't imagine a situation where we walk into a courtroom and say, okay, well, Mr. Causey says he wasn't at fault and we've got three witnesses that says that he is, so then his defense is not meritorious. That's I -- I think beyond the pale. So in this situation, is there a meritorious defense? Yes.

This is not a rear-end wreck case. This is a sideswipe collision at a yellow or at a dividing line. Mr. Causey has provided an affidavit stating that he didn't cross the line. He has a meritorious defense.

The timing, the motion was filed April 25th. The default was entered February 24 -- February 14. The affidavit was entered February 14th. The default was -- actually the order was entered February 24. So it's two months -- two months from the default to the time of the filing. I have not been able to find any case where two months was too long. I haven't found any case that would suggest anything less than two months is too long. So at this point, two months is clearly within a relevant -- or the timing of the relief would be appropriate.

The degree of prejudice, you know, again, at the time the motion was filed, there had been a default damages hearing. And I understand there were -- I -- I think that the prejudice that has been argued in the past or that has been asserted has been there's an amount of costs that were in -- in -- incurred in that -- in -- in that hearing. I don't know how much the costs were,

but that is -- I don't believe is -- is significant enough to overcome the prejudice to the defendant in not being able to defend the case from the getgo. And in this situation, you know, the damages hearing was held April 18th. The case was filed in November. The earliest it could have been called for trial in the normal course would have been sometime at the end of this year, 2017. It wouldn't even have been reached either a non-jury or jury trial roster before the end of this year.

So this isn't a situation where justice would be delayed in any fashion. In fact, even now if the motion was -- if the default were set aside today, there would still be enough time to litigate this matter, to discover it and then to have it called to trial in the normal course without any problems. So clearly it isn't any prejudice other than this allegation of cost.

So then we're back up to the -- the explanation for the default and the serving the ends of justice. Serving the ends of justice, again, is -- is very straightforward. The -- the cases and the courts are very clear with regard to the preference to have matters decided on their

merits, to have a jury decide the matter, to have disputed liability cases decided not by default. So the ends of justice, again, is very simple and straightforward. And it dovetails back in to the degree of prejudice to the plaintiff because there just isn't any. This case would be tried some time at the end of this year, probably not even until next year given the roster in Horry County. So there is no prejudice to the plaintiff if default was set aside even today.

So then we get to the explanation of the default. And Mr. Causey's affidavit provides that explanation. He's a high school graduate in Mississippi. I'm not going to make any -- not going to say anything about the schooling in Mississippi, but -- in 1995. He is a tradesman, a -- he's a jack-of-all-trades probably master of none. He has no formal education since high school, no legal training, no members of family in law. At the time that he received the papers in this matter -- and I -- I -- it's in his affidavit. It's papers. He didn't know what they were. I mean, that's what he describes them to me. It's not a summons and complaint. It's not the lawsuit. It's, I got some papers involving

Mr. Knight. And so that's what's in the affidavit.

When he received the papers, he believed at the time that Mr. Knight was coming after him, believed that he would eventually have his opportunity to have his side, say his peace, explain what happened. And he figured -- just like the affidavit said, I figured I would eventually get a hearing. He next gets some papers and there's a hearing. And to him, that was, okay, it's time to have my opportunity to be heard, for me to tell my side of the story, to explain what happened on April 27, 2016. And then he showed up and it wasn't a court house, it wasn't a courtroom. It was not what he thought it was going to be. And he participated in a hearing that, again, surprised him in the sense of he thought he was going to get a chance to explain himself. And he wasn't.

You know, Mr. Causey, from the beginning, had every intent to defend the case, to defend himself. Had every intent to contest the claims of Mr. Knight, to contest the claims arising from the motor vehicle accident. At no time did he intend for this matter to end up in a

default. He didn't put it aside and say, hey, I don't -- I'm not gonna deal with it. I'm not going to -- you know, they can do whatever they want to, I could care less. He believed that he had the opportunity -- he was going to be given that opportunity. You know, the summons says what the summons says. He doesn't know what default means. He didn't have any money to hire an attorney. He didn't have any means. And so, you know, in a situation like this, I don't believe that he can be assessed or assigned the status of a lawyer or a college-educated individual, somebody who might have been involved in legal proceedings in the past, somebody that might have an inkling of what any of this is all about other than what he sees on television.

You know, the only thing you see on television and the movies is the courtroom. You don't see how it got there. You don't have that education. It's easy for me to sit here and say I know what a summons and complaint is. I'm a lawyer. But you know what? If I hadn't been a lawyer, hadn't been trained, I don't know what I would have done. If I got papers like that, if I didn't have the financial ability to go speak to a

lawyer to get some kind of advice and counsel, you know -- he was caught in a situation where, you know, like most people, you get a speeding ticket, you get a summons, you show up. You contest it. And you get the opportunity to speak your mind and say what happened. That's his experience. This is not his experience.

So this situation, I think, based on his background, training, experience, education or lack thereof if you will, and, you know, what he did in -- in showing up for the hearing, what he thought was going to be his opportunity to defend the case, at -- at every turn, he wanted to defend. He wanted to contest. It's clear on the hearing record that that's what he wanted to do. There's no evidence or information otherwise to suggest that he didn't. In this case, again, given his background, age, experience, education and that sort of thing, I think good cause is readily demonstrated, that this is a man who did not understand the process.

This is not a case like some of the cases if you read where, you know, there's a corporate entity that was served and didn't do anything about it. There was an agent that was

served and didn't do anything about -- lots of people with a lot more education, background and training, I don't believe there's ever been a case like this, at least that I've been able to discover, that would suggest that somebody with this background, age, education, age, experience, all that kind of good stuff -- this -- this is a good cause.

So for all those reasons, Your Honor, again, I think it's probably most important and -- and the overall is this isn't two or three years down the road. This is -- we're now six or seven months post-filing of the original summons and complaint. We're now only, you know, five months following the original service. And so this is not a case where anybody sat on the situation, sat on the rights. The plaintiff in this situation has been very aggressive in -- in moving this case forward. Mr. Causey has done what he thought was what he needed to do to protect and defend himself. And for good cause, we believe that the default should have been set aside. I don't know how we get there now because there's a default judgment. I guess, presumably, if there was good cause shown for the default to be set aside, then

that would be a basis for vacating and setting aside the default judgment I assume.

I -- procedurally, I'm having difficulty contemplating how we -- how we rule on this, how we get relief on this with the judgment still outstanding. So thank you.

THE COURT: Thank you. Counsel?

MS. EAVES WRIGHT: Yes, Your Honor. My first point would be that the hearing had already been concluded prior to the motion to set aside default. So I -- I don't think that it's appropriate to use the standard to merely set aside. However, we consent to hearing both motions and would like both motions to be heard today because quite frankly the defendant has not demonstrated good cause to set aside the default on the lower standard nor has he demonstrated excusable neglect, which would be the higher standard to set aside a default and judgment under Rule 60. So we would agree that -- that both standards should be addressed today. We do not believe that there's any good cause for them to be relieved of the default. They had ample notice of the lawsuit and failed to file an answer. If the defendant wanted to defend himself and deny

liability, he should have filed an answer as stated in the summons that he was served with that clearly stated he had 30 days to file an answer or a default would be entered against him.

The first factor here to consider would be the timing of the motion. It wasn't just that it was two months after a default had been entered, but it was also that the timing of the motion was after the damages hearing had concluded, after we had already gone through the expense and the preparation of having a life care planner prepare a report, come and testify, having Dr. Rimkus, the surgeon, cancel all of his surgeries for the day to come here to testify at the damages hearing and the expense of that and putting Mr. Knight, the plaintiff himself, through the process of having to testify and relive this -- this awful experience that he had. That would be why the timing of the motion was inappropriate.

If the motion to set aside default had been filed prior to the damages hearing, it would have been altogether different. But the fact that the -- the damages hearing had already concluded makes the timing improper and the timing also affecting the degree of prejudice to the

plaintiff. The expense in going through all of that and the hearing having been concluded, the unfair prejudice to the plaintiff in that regard is very substantial.

And whether the defendant has a meritorious defense, well, the defendant never disputed liability at any point up until the motion to set aside default was filed. And in addition to the affidavit that we have from the witness who was not involved in the collision but was driving the vehicle immediately behind the defendant for quite some time, her affidavit states that she observed the defendant cross the center line several times before finally crossing the center line and striking the Honda driven by the plaintiff, Mr. Knight. Also that impact caused his vehicle to crash into the S.U.V. behind this witness, so she observed all of this happening. She pulled over. She reported what she saw to the officer. There were also two other witnesses who corroborate what her affidavit provides.

And she also witnessed the defendant get out of his truck, run around to the passenger side and begin throwing items out of the passenger

side into the nearby ravine before the officer showed up. And there's another witness that corroborates that as well in addition to the plaintiff's own testimony that the defendant caused this collision.

In addition to those factors, no good cause has been shown here for why this default should be set aside. The summons that was served on the defendant with the complaint clearly explained that the defendant was required to answer the complaint within 30 days after service. And that if he failed to answer the complaint, the judgment by default would be rendered against him. The defendant could have disputed liability at any time by filing an answer before the default was entered against him, but he simply failed to do so. And in any event, the evidence shows the defendant was the sole cause of this collision.

In addition to -- to that, there being no good cause, the insurance company was also notified of the lawsuit. They failed to file a general answer. Before default was ever entered against the defendant, the insurance company for the defendant had actual notice of the lawsuit. They failed to defend; they failed to provide any

defenses for him. And there is no good cause for this default to be set aside because he simply didn't do anything and now wants to get out of it after he had ample opportunity and time and so did his insurance company to provide a defense for him.

The other point, him lacking experience in court proceedings and not understanding what was going on, well, the public records -- both the public index reflects that he has ample experience being charged with various criminal charges where he pled guilty pro se without an attorney, served jail time and has vast experience with court proceedings in that regard. So I don't think he's as ignorant in how court systems work and legal proceedings and what a summons looks like as the defense would have The Court believe.

For those reasons, I believe that there is no good cause to set aside the default and we would request that -- the plaintiff would request The Court to deny the defendant's motion to set aside the default.

THE COURT: I have some questions, but you can go ahead and respond if you want.

MR. THOMPSON: Sure. Well, first and

foremost, Your Honor, the insurance company and what it did or didn't do, the insurance company is not here today. Okay. The insurance representative -- the insurance company lawyer -- insurance company has a lawyer, appeared for mediation. The insurance company is not represented here today. I'm here today representing Phillip Causey. That's my only client today. So to the extent that Ms. Wright or the plaintiff wants to argue about the insurance company, this is not the forum for that. This is not that forum; the insurance company is not here.

With regard to Mr. Causey, Ms. Wright actually makes his case for him on this concept of his experience. He pled guilty. He app--- appeared pro se. Exactly. He appeared because he was summoned and he got his hearing. He got a chance to tell his side of the story, whatever it was. He pled guilty or otherwise. There's not one thing that she has described that would suggest he has any experience with this situation. To the contrary, it actually reinforces what I said earlier. His experience has always been in his legal experience, legal mind, he gets a notice, he shows up, he gets to set -- tell his

side of the story. That's what he did here.

Now, with regard to the timing, I find it interesting. Ms. Wright wants to suggest that as she said it would be okay if the motion to set aside default had been filed any time prior to the damages hearing. So the morning of the damages hearing, whatever time it happened, I don't know what time it happened. If it was 10:00, if it was filed 9:00 in the morning, that would have been timely. Yet every expense would have already been put in to this case. I -- I can't imagine that there would be any ex--- extra expense that would have been incurred in the 30 minutes before the hearing. It would have all been incurred. But by her own statement, if it had just been filed before the damages hearing, it would have been timely.

Well, it was filed only a week after and it was most importantly filed before any award or judgment had ever been rendered or ever been even described. And in that situation, timeliness -- there's nothing wrong there.

An affidavit of a witness with regard to what happened, that's for the judge and the jury to decide. That's not to determine whether

he has a meritorious defense or not. In this situation, he has offered his sworn statement -- his sworn testimony. It's been uncontradicted by him that he didn't cause this accident. At that point in time, again, it's not for The Court to decide whether he's right or wrong. It's time for a jury to make that determination. He has an absolute meritorious defense.

So with regard to the prejudice, the costs -- we keep talking about costs. They haven't been identified at this point in time. Don't know whether it was 100 dollars, 1,000 dollars, 50,000 dollars. We don't know. So to the extent that the prejudice is being asserted here, there has not been any semblance of an offering as to what the exact costs were. So then to suggest that costs are prejudicial to the plaintiff -- is it 100 dollars, is it 5,000 dollars, is it 1500 dollars? What is it? Twenty-five thousand? I don't know. Presumably, those costs can be accounted for. And, of course, this hearing has been scheduled for some period of time. If costs are gonna be an issue as part of the prejudicial argument, we would have those today. We would have an accounting of those

today.

So to the extent that there might be some even sort of ballpark figure at this point in time, it's too late. That's something they could have presented before today.

THE COURT: Well, do you have an idea of what cost amount would be prejudicial? In excess of what?

MR. THOMPSON: I -- I -- I don't know that I could even give you a number on that, Your Honor. I probably have a feeling about what their costs may be.

THE COURT: Well, what feeling do you have as far as what cost amount would be preju--- prejudicial? In excess of...

MR. THOMPSON: Well, let me -- let me -- let me say this, because the cost that could -- that would be sunk, but yet lost, that would be what I would consider. For example, if this case were to continue, right, if the default was set aside, they're still going to have to get their experts to provide testimony. They're still going to have to pay to have the life care planner do her work, right? So to me in that situation, that's not a cost that they sunk and that they

wouldn't lose in the case so to speak.

For example, with regard to the doctor, I agree, the doctor -- if whatever they charge -- whatever the doctor charged them for that day, you know, I can't -- you can't take that testimony and put it in a trial some time later. So that's a -- that's a real cost lost if you will. So outside of that, I'm having a hard time seeing any actual cost that were lost if in fact default was set aside and then they would have to, you know, in other words duplicate that cost. So to me, I think that the -- the greater inquiry would be what are the costs that would have to be duplicated? Because simply sinking costs in to the prosecution of the case, if that cost is untransferrable after the default then that wouldn't -- does that make sense?

THE COURT: Yeah, I mean --

MR. THOMPSON: What I'm saying is -- am I communicating? I just want to make sure.

THE COURT: Not really. You haven't answered th question. The question is at what amount does someone have to expend to be it prejudicial?

MR. THOMPSON: I -- I --

THE COURT: More -- more than 500 dollars?

MR. THOMPSON: To be prejudicial?

THE COURT: Yes.

MR. THOMPSON: I would agree with you. It would have to be more than 500 dollars.

THE COURT: Okay. So how about 700 dollars?

MR. THOMPSON: I -- I would agree with you.

THE COURT: Seven hundred dollars or more would be prejudicial?

MR. THOMPSON: If -- if -- no. It has to be more than 700 dollars; 700 dollars is not prejudicial.

THE COURT: Okay.

MR. THOMPSON: And those are costs that are -- are lost.

THE COURT: Right. And is 2,000 dollars prejudicial?

MR. THOMPSON: I don't think so.

THE COURT: Okay. Is 5,000 dollars prejudicial?

MR. THOMPSON: I don't think so.

THE COURT: Ten thousand dollars

prejudicial?

MR. THOMPSON: Assuming sunk -- lost cost, I don't think so. Now, you start getting into the 25,000 dollar range, then I probably would go for that.

THE COURT: So anything above 25,000 dollars would be prejudicial?

MR. THOMPSON: I would think that that would be sunk costs not recoverable and you wouldn't be able to -- in other words, you would have to duplicate that. Again, the cost associated with life care planner, that's not lost. Because if the default is set aside -- and again, the purpose of this hearing at least on this motion is, okay, what's the prejudice? If the motion is granted -- if the motion is granted and there's no default, they just paid their expert for the work that she would have to do anyway in the case. The only thing that I can see at this point in time that would be a lost cost would be the testimony of the doctor on the day of the hearing.

THE COURT: So I'm still with you until you --

MR. THOMPSON: Okay. I appreciate

that.

THE COURT: -- complete your time.

MR. THOMPSON: So anyway, Your Honor, the -- the affidavit of the witness, it was provided today. It was filed today. I think it's not timely anyway. I object to any consideration of it anyway. I don't think it makes any difference because even if it is admitted and even if it is timely, which I object, and will specifically say for the record is not timely. However, if it is in some fashion timely, it's just another witness about what happened in the case. It doesn't go to whether the defendant is believable or not and whether his testimony should be credited or not. It just means the defendant has stated under oath that he didn't cause this accident. He has the right to have a jury to determine whether he's correct or not.

MS. EAVES WRIGHT: Yes, I do have a reply. First of all, if our affidavit were to be stricken as being untimely, then the defendant's affidavit should be stricken as well because it was not filed with the motion as the rules require. And the defense is aware that the whole reason we rescheduled the hearing for today was to

give us an adequate opportunity to respond to the defendant's affidavit in which he alleged for the first time that he's not responsible for this collision. So we had no knowledge that we even needed to go out and get witnesses to provide affidavits about the truth of what happened until the defendant's affidavit was just recently filed. And we should have an opportunity to respond to that.

If the defense is not going to consent to allow us to provide our affidavit today in response to theirs, then we would have simply request to reschedule the hearing to give 30 days, which the rules allow 30 days, to reply to any memorandums of law or affidavits that were filed by the moving party. So we're certainly within that time frame and our affidavit is timely. I want to make it clear we're not conceding, we're agreeing that it would have been okay if the motion to set aside was filed the day of the hearing or the day before the hearing. It was still two months late. And they had been in default. They had been served with notice of everything going on as far as the summons and complaint and failed to file anything.

So just the fact that it was two months after, that's untimely to file a motion to set aside default. But in any event, it wasn't filed then, it was filed after the damages hearing had already concluded.

And I understand that maybe 25,000 dollars is what's unfairly prejudicial to a rich attorney, but to someone like the plaintiff, Eric Knight, who may not even make 25,000 dollars in an entire year, 500 dollars might be prejudicial to someone like that. And I'm certain if you ask the defendant how much money would be unfairly prejudicial to him, I'm sure his idea of the concept of a dollar would be a little bit different as well. The expense that was incurred was 900 dollars to pay Dr. Rimkus to testify live here at the damages hearing. The expense for the life care planner was 412 dollars for her appearance fee and her report fee was $2,554.20. Those fees are unfairly prejudicial to the plaintiff and that amount of money is substantial to him regardless of -- of how other people feel about that.

I also want to make it clear that even though he did -- the defendant did plead guilty in

some of his criminal charges, he was savvy enough to get a nolo contendere in at least one of them. So he's not completely ignorant of the law and how legal proceedings are conducted.

But in any event, this did create substantial time and expense and a burden on the plaintiff to go through the process of a damages hearing, to relive what happened to him and then to be asked for the default to be set aside and to make him wait maybe another year before a trial date and then have to talk about all this again, relive this experience again in front of a jury, it would be unfairly prejudicial to put him through all of that when the defendant failed to do anything, failed to file an answer, even though he had been served with a summons and complaint and did nothing up to this point. All of that would be unfairly prejudicial to the defendant and we believe that the defendant's affidavit is simply not credible. The allegations he's made in his affidavit, many of them are untrue. And his credibility is just not there. And for all of those reasons, we don't think that there's any good cause to set aside the default and would ask that the defendant's motion be denied.

THE COURT: There's a reference, Counsel, in the affidavit of Mr. Causey to him giving a statement to the insurance carrier. When did he give that statement? Telephone -- looks like a telephone interview?

MR. THOMPSON: I do not know that, Your Honor.

THE COURT: There was --

MR. THOMPSON: I do know it was not recorded.

THE COURT: Not recorded. Was it before the lawsuit was filed?

MR. THOMPSON: I -- I'm almost positive of that. Yes, Your Honor.

THE COURT: So the insurance company knew about the -- the collision.

MR. THOMPSON: Yes, Your Honor.

THE COURT: Okay. And then when was the insurance company notified that a lawsuit had been filed? Do either of you have any --

MR. THOMPSON: Mr. Causey --

MS. EAVES WRIGHT: Yes.

MR. THOMPSON: Mr. Causey never notified the insurance company --

THE COURT: Right.

MR. THOMPSON: -- of anything. So what the insurance company knew or didn't know...

THE COURT: Well, I'm trying to figure out when the insurance company knew --

MS. EAVES WRIGHT: Yes, they did have notice. I provided them with actual notice of the lawsuit being filed by e-mailing them -- let me find the exact date for you. I believe it was January 2nd. I can get a copy of the e-mail out of my car if that would help. If you'll give me just one moment.

MR. THOMPSON: Well, Your Honor, before she does that, I -- I am curious because the insurance company, what it did or didn't do in this situation has no impact on Mr. Causey. Mr. Causey is the one who received the papers. Mr. Causey is the one who then either, you know, chose his course of action and how he wanted to handle it. Mr. Causey is the one with all of his experience shows up at a hearing and provides his testimony. That's his -- that's what he's always done. That's what he did in this situation. So the question is did Mr. Causey -- does Mr. Causey have good cause in this situation? I think.

MS. EAVES WRIGHT: And my argument to

that is he was given notice, he did nothing and despite the notice, in the summons, it clearly stated what he needed to do. There's been no assertion that he can't read. He failed to file an answer almost two months behind. And I do think what the insurance company did here is relevant because there's other case law where The Court evaluated Allstate's action in Pilgrim V. Miller. And Allstate's failure to answer the complaint was imputed to the insured. The plaintiff's attorneys were in constant contact with the insurance company long time in advance of the suit being filed and what the insurance company did was imputed to the insured. So I do think that the insurance company's actual notice in this case is imputed to the insured.

In addition to the insured -- the defendant himself being served with the summons, that clearly stated what he was supposed to do.

THE COURT: Well --

MR. THOMPSON: And Your Honor -- I -- I'm sorry.

THE COURT: I would like to see your e-mail, Counsel. The reason why I bring up the insurance company is because it's referenced in

Mr. Causey's affidavit. So he's put it at issue, then the insurance company and his telephone, apparently, statement -- and insurance company or not, so I'd like to see, you know, that e-mail.

MS. EAVES WRIGHT: Sure.

THE COURT: If you have that.

MR. THOMPSON: And Your Honor, before she does that and just to be clear in the affidavit, the -- what he is saying and what he is telling is that he gave his side of the story to the insurance company. That was it. There was no discussion and it's in the affidavit. There was no discussion, claims or anything else about what may or may not happen. It was just this is what happened.

THE COURT: Okay.

MR. THOMPSON: Okay. So again, I'm really at a loss here because we're talking about an insurance company and what it did or didn't do. You know, this was and has been highly contested with the insurance company and the insurance company is -- were unfamiliar with that. But I don't have the specifics today because I know that the insurance company takes issue with that e-mail. I know the issue -- insurance company

takes issue with the fact that whether it got notice or not.

So I -- I think to then somehow extrapolate in this situation when the insurance company's not represented -- I mean, that's not -- that's not what we're here about. It's whether Mr. Causey did what he thought he needed to do, whether he has good cause to have this set aside so that he can defend himself.

THE COURT: Okay. I hear your argument, Counsel.

MR. THOMPSON: Thank you.

THE COURT: Let's take a short break.

(WHEREUPON, A BREAK WAS TAKEN FROM THE PROCEEDINGS.)

MS. EAVES WRIGHT: The e-mail indicates notice provided on February 3rd to The Hartford, the carrier for the defendant. And the affidavit of default and the entry default -- the affidavit of default was not filed until February 14th.

THE COURT: And who's noted on the e-mail?

MS. EAVES WRIGHT: The claims adjustor and her supervisor for The Hartford, Sandra Green and Nanette Franklin.

THE COURT: There's a reference to Plaintiff's amended memorandum that was filed today. Is today the 29th? Today's the 29th. There's a reference in the -- Plaintiff's amended memorandum to April 13, 2017 certified mail and a fax letter of April 14. That was Exhibit D. I -- I didn't get an Exhibit D to your memorandum. I got Exhibit B.

MS. EAVES WRIGHT: Which memorandum is that from?

THE COURT: The one from today.

MS. EAVES WRIGHT: Yes, it is in the tabs -- let me tell you what number tab. It's going to be in that second set here. All right. Here it is, tab 23, the certificate of service and the document of service on The Hartford, served on April 13th. And here's a copy of the fax where they were -- received the fax on April 14th.

THE COURT: Is this in The Court filing?

MS. EAVES WRIGHT: It is.

THE COURT: This is?

MS. EAVES WRIGHT: The fax is not. The actual certificate of service is.

THE COURT: This is?

MS. EAVES WRIGHT: Because that was the method pursuant to the rules. I just sent the fax as a courtesy.

THE COURT: Okay. So this is in the file, this exhibit 23 --

MS. EAVES WRIGHT: Yes.

THE COURT: It's been filed with The Court?

MS. EAVES WRIGHT: I believe that the certificate of service has been filed; all the certificates for -- on the defendant and The Hartford. I think I have a printout also of everything that's been filed to confirm that.

MR. THOMPSON: Are these exhibits to your memorandum?

MS. EAVES WRIGHT: Yes.

MR. THOMPSON: That have been talked about being filed.

MS. EAVES WRIGHT: Uh-huh. So they certainly would have been filed as exhibits to that, but I think we also filed them as separate documents previously.

MR. THOMPSON: I have not seen these exhibits or this memorandum until ten minutes before this hearing. I don't even have the

exhibits.

MS. EAVES WRIGHT: The exhibits would have been filed with the original memorandum not the admitted one which was filed maybe a month ago --

MR. THOMPSON: Memorandum for what?

MS. EAVES WRIGHT: -- that you would have been served with. The response --

MR. THOMPSON: Oh. Oh. Oh.

MS. EAVES WRIGHT: The original.

MR. THOMPSON: Says to -- yeah, that one.

MS. EAVES WRIGHT: That's what the exhibits were attached to.

MR. THOMPSON: Okay. I got it. Yep, I do have those.

THE COURT: I don't know if I have them all, but that's what we're going to figure out.

MS. EAVES WRIGHT: This e-file stuff is hard to get used to.

THE COURT: Do you have the -- I didn't get the exhibits for your original filing. That's the disconnect, so your June 6th filing...

MS. EAVES WRIGHT: So you need --

THE COURT: Yeah, I better.

MS. EAVES WRIGHT: Okay. I've got them all.

THE COURT: Okay. Let's do this. Because I didn't get a complete set of what I printed out, maybe it was e-mailed to me and I just didn't print out all the exhibits. If you have all the exhibits to your June 6th or 7 memorandum and opposition, if I could just make a copy set of those.

MS. EAVES WRIGHT: Okay.

THE COURT: Let's take a five-minute break.

(WHEREUPON, A BREAK WAS TAKEN FROM THE PROCEEDINGS.)

THE COURT: What I'd like to do is now that we're back on the record. We're going to mark a few things that we just spoke about, but we mentioned -- if we could mark -- there was an exhibit with an e-mail. I think that's been marked as Exhibit 1. Is that correct, Madam Court Reporter?

THE COURT Reporter: Well, we've got this other e-mail that was not marked to Ms. Green.

THE COURT: Okay. Please hand me both.

Let's mark this e-mail exhibit 2.

THE COURT Reporter: So Defendant's 2...

THE COURT: Well, I --

MS. EAVES WRIGHT: Plaintiff's.

MR. THOMPSON: Plaintiff's 1 then.

THE COURT: Plaintiff's 1.

(Plaintiff's exhibit number 1 marked for identification.)

THE COURT: And then was there another e-mail?

MS. EAVES WRIGHT: There are but not -- I mean, there's all kind of --

MR. THOMPSON: That's a fax page.

MS. EAVES WRIGHT: -- documentation to The Hartford.

MR. THOMPSON: That's not in --

MS. EAVES WRIGHT: An exhibit.

MR. THOMPSON: And that's what I was verifying. That is not in there.

THE COURT: Okay. Let's mark that.

(Plaintiff's exhibit number 2 marked for identification.)

THE COURT Reporter: So the fax is exhibit 3?

MS. EAVES WRIGHT: Yes.
(Plaintiff's exhibit number 3 marked for identification.)
THE COURT: And if I could have those two, please. In connection with the motion to set aside default...
MR. THOMPSON: Yeah, I'm sorry. We -- we -- are we done arguing or are we -- there was some -- I didn't know if she was done --
THE COURT: Counsels, does anyone have anything further in --
MR. THOMPSON: I'm sorry.
THE COURT: -- the motion to set aside default? I know we were taking a break and I -- I think I marked a few of the exhibits in connection with some of the argument. So, please, Mr. Thompson if you have anything.
MR. THOMPSON: Thank you, Your Honor, because it -- it -- there are some things that she brought up that I haven't had a chance to address yet. And specifically some of these exhibits. First, she did provide information about the costs. And two things on that: One, the -- the lost costs, if you will, appear to be about 1300 bucks. The life care plan -- to create the life

care plan, that -- if the default was set aside, they would still have to spend the money. So it's a 1300 dollar cost. I'm aware -- I -- I know Ms. Wright made some assertions about the financial ability or the financial capacity of the plaintiff. I know -- I'm not sure when he received it, but I know that he's collected 200,000 dollars from the U.I.M. carrier. So I -- I hope there's not any sort of suggestion that he doesn't have the ability to pay that.

With regard to the exhibits that have been introduced, number one, the e-mail to The Hartford is February 3. It's actually -- that's after the time for filing. The answer would have expired if -- if my math is correct. Plaintiff was served January 2. Thirty days would have expired before the February 3rd e-mail was sent. The e-mail did not include a copy of the complaint at all. It -- I don't know what the case law that they have referenced -- what the insurance company may have received, but in this situation, what they have demonstrated is the insurance company would have been provided information after the time for responding would have passed. The rest of the -- the other certificates, Exhibit 2 and 3,

have to do with the information regarding the -- the damages hearing that was on April 18, which would have been long passed the issue with the default. So I think -- I think those are the things that she had addressed that I would like to respond to. So thank you.

THE COURT: Thank you.

MS. EAVES WRIGHT: I just have a couple of quick responses to that. The plaintiff did not receive 200,000 dollars in U.I.M. money. He received 25,000 dollars in U.I.M. money. And 17,000 almost -- I believe it was 17. It might be 16,000, but either 16 or 17,000 dollars of that 25 was paid to the lienholder to satisfy the lien for his medical bills from this case. Second point, The Hartford was notified by my e-mail on February 3rd of the suit being filed and even though the 30 days to answer had passed, I gave them an extra 11 days before I filed the affidavit of default and then another two days before I filed the motion for default after filing the affidavit. So they had at least 11 days to hire an attorney to ask for an extension or to file a general denial before we ever filed an affidavit of default or began moving for default after I notified them.

So I believe that they had adequate notice. There's case following a statute on giving actual notice to the insurer and in addition to the defendant himself having notice of the suit and receiving the summons.

MR. THOMPSON: Your Honor, and with regard to what the insurance company did or didn't do in this situation, they were not served pursuant to law with regard to this. They weren't served through the insurance commissioner as if they were being served. This did not include -- the e-mail that she sent did not include a -- a copy of it, did not include any indication that -- it was just an e-mail. And again, you know, we go back to this is really, in this situation, what Phillip Causey did up until the point of February 3. And he believed that he had the opportunity to defend the case. He made a mistake.

THE COURT: Okay. Well, for the court record, let's identify Plaintiff's exhibit 1 is an e-mail from Brooke Eaves to Sandra Green and Nanette Franklin, auto and property claims, Hartford claim with the claim reference. Plaintiff's exhibit 2 is the certificate of service, April 13, 2017, notice of hearing, with

The Hartford referenced in it and an address, Lexington, Kentucky. Exhibit 3 -- Plaintiff's exhibit 3 is a fax from Maguire Law Firm notification -- fax finder, fax notification successfully sent to a fax number 1-866-809-1239.

Then the other items which were copied during our break were the exhibits to the June 6, 2017 memorandum and opposition with a motion to set aside default. They are the file stamped January 19, 2017, affidavit of service reflecting individual service on Phillip Ray Causey on January 2, 2017. There's a certificate of service of April 12th, 2017 with a notice of hearing to Phillip Ray Causey. There's a certificate of service dated 4/12/2017 -- April 12th, 2017 for order of referral, clocked motion for referral to special referee, order of default, clocked motion for default judgment and affidavit of default, Phillip Ray Causey. There is a April 18, 2016 -- looks like it's supposed to be '17. A personal service affidavit of notice of hearing, order of referral, clocked motion for referral to special referee, order of default, clocked motion for default judgment and affidavit of default for service to Phillip Ray Causey, signed by Zach

Simmons. And then there's a certificate of service for April 13, 2017 for notice of hearing, which was mailed to The Hartford, attention Sandra Green, claims supervisor at the Lexington, Kentucky address. So in looking at the defendant's motion to set aside the default, it appears that the default -- the premise for the default being set aside is set forth in the motion was that there's good cause demonstrated for setting aside the default and or that service of process was not effected pursuant to South Carolina law. I don't believe I've heard anything on the service of process being defected and defense counsel is nodding his head, so I'm going to take that as you agree that he -- Mr. Causey was properly served.

MR. THOMPSON: Yes, Your Honor.

THE COURT: So now we get to the good cause portion of the analysis. And so let's go through that. I have read the affidavit of Mr. Causey and it appears he is approximately 39 years of age. He graduated high school in 1995. So he -- at 39 years of age is a high school graduate, nothing in his affidavit indicates that he has any problem understanding the written word

or English. He mentions that he was in contact or at least the insurance carrier contacted him and took a statement in his affidavit. His father had insurance on the truck. I believe I saw that he lives with his father, that he -- that he thought his father would report it to the insurance company and then the insurance company would take care of it after that. Well, it's obvious that the insurance company was contacted because Mr. Causey says he did have an interview with the insurance company.

It's clear from the exhibits that I referenced a bit ago that the insurance company was notified of the suit and was notified of the hearing. The -- there's nothing in Mr. Causey's affidavit that said that the insurance company sent him a letter advising him as an apparent insured as to what he should do if he receives suit papers or what the insurance company expected him to do. But that Mr. Causey figured, and this is paragraph 11, that the insurance company was taking care of whatever needed to be taken care of. I think -- the difficult I have is Mr. Causey, in his affidavit, states that he did not have the financial means to hire a lawyer to

assist me with Mr. Knight's lawsuit. However, he has a lawyer today. So I don't know what's changed. In that same paragraph he says, since I did not own anything of value, I figured that even if I lost the case, I would not have to pay a lawyer and there would be nothing for Mr. Knight to collect anyway. I have not seen anything that excuses Mr. Causey from reading the summons, being able to read the summons or the complaint or filing rules of civil procedure, which provide for 30 days to respond.

So just on that initial level, I -- I don't believe he's responded or provided a good basis or a reasonable basis even to just not respond to the lawsuit. I don't believe the rules of civil procedure allow someone to wait and then come in later and say, I don't have any money, I didn't think it was gonna be a problem if I didn't respond and raise an issue after the fact.

As far as the other elements to be considered, the timeliness of the motion, I believe the motion was filed after the hearing was conducted and that is going to be at least two months after the insurance company was notified of at least a suit at -- at a minimum. And so I

don't believe that motion by the defendant was timely just on that basis alone. The insurance company was also provided notice of the hearing prior to the hearing.

The issue of prejudice, I think, is a significant one. Counsel's identified 25,000 dollars as a minimum as being a prejudicial amount that you must exceed in order to suffer prejudice. I don't believe that is certainly not my understanding or my feeling. I do not agree with that. The parties were all here. Substantial effort went forth in getting a doctor here, a life care planner here. People spent -- I believe it was two to three hours going through testimony, having testimony and exhibits and so I believe there's a high degree of prejudice in this case because everything was for the most part included other than issuing the written order or the written judgment.

So I do find that this is highly prejudicial and I don't think it's in any way fair for a litigant to have to go through a hearing 100 percent and then have to redo it because there was an attitude or a lack of effort in the beginning to address the issues that could have been

litigated much earlier prior to everyone coming in and having the hearing.

The meritorious defense, I don't know if it's at this point -- it -- it may be a defense, but I don't know if I can find it to be a meritorious defense at this point, regardless of whether a defense was raised. So I don't believe that that in itself is enough to change or to sway my decision that the motion should be denied to set aside the default. I just think, you know, you can have -- someone can raise a defense, whether it's a meritorious defense that goes in to other issues. I think there's obviously conflicting affidavits. The affidavit by Mr. Causey says one thing and then there's the witness affidavit, which I'm going to allow, which says something completely opposite. But in any event, the motion is denied. And I think I've addressed most of Counsel's argument, but if I haven't, let me know which ones I need to address on this motion so I can make sure you have a clean record.

MR. THOMPSON: No, I think you covered it. The only thing I would point out, Your Honor, is and -- and just because Your Honor made a point

and that is I'm -- I'm here as we all know because I was hired by Mr. Causey's insurance company to make this appearance. So -- so that's why I'm here. And that's how I got to be here.

THE COURT: Are there any other arguments I have not addressed for this motion that I should address now?

MS. EAVES WRIGHT: I don't think so. Thank you.

THE COURT: So we can now move to the next motion, which is Defendant's post-judgment motions and memorandum and support.

THE COURT Reporter: This second set that you went over, are we marking it as Plaintiff's 4?

THE COURT: We did not because it's been filed with The Court, but that's a good question.

MR. THOMPSON: Could we -- I would request that they be marked. I -- I'll mark them as an exhibit, but you -- just so that we have them together.

MS. EAVES WRIGHT: Yeah, we agree -- we're fine with marking them as Plaintiff's -- whichever one you want to do.

MR. THOMPSON: I prefer them to be Plaintiff's, but --

MS. EAVES WRIGHT: Yeah, Plaintiff's is fine.

(Plaintiff's exhibit number 4 marked for identification.)

MR. THOMPSON: Thank you, Your Honor. Your Honor, the post-judgment motions are collectively brought pursuant to Rule 52 and 59. I think they're generally interchangeable because of The Court sitting as the fact finder in -- and finder of the law as well. That 52 certainly gives you a wide latitude to revisit the order, reopen it, vacate it. You have a significant amount of power in that regard. And 59 to a similar extent provides that same similar power whether you want to call it as reopening, vacating and reopening, amending or altering. I think they're kind of all interchangeable between Rule 52 and 59. I haven't been able to at least discern any significant difference in the standard, if you will, between the rules. But they're all both -- and they're mostly all made pursuant to those two rules.

Your Honor, just briefly, I know we've

already kicked the can with regard to the -- the power, authority and jurisdiction just as a preference and I know you've already ruled on this, but to create my record, when the motion to set aside default was filed, it should have been heard by the Circuit Court, which should have stayed this matter and the judgment should have been issued, so...

THE COURT: I've already denied that.

MR. THOMPSON: I -- I appreciate that. For the record, Your Honor, I appreciate it.

THE COURT: Understood. I can deny it again.

MR. THOMPSON: I would expect the same. So let's talk about -- let's see. The first one I'll talk about, Judge, is the issuance of the award on May 30. That time -- and -- and some of this probably will -- will sort of get in to -- cross the fence, if you will, with some of these. But when the hearing was held April 18, Mr. Knight was scheduled for surgery on May 8. There was testimony taken with regard to what he may or may not incur by way of expenses and damages as a result of that surgery. That surgery was eventually to my understanding and I can be

corrected on this -- was performed on May 8th of 2017. And then again the final award order of judgment was issued May 30.

At the time, of course the order of judgment is issued, the future damages are no longer future damages. They are actual damages. And they are ascertainable or can be ascertained. And as a result by issuing an order of judgment that incapsulates or captures or awards an amount of money for future damages that, again, are actual damages. It has the possibility, frankly, of either overcompensating the plaintiff or undercompensating the plaintiff. And so I certainly don't deny that there may be the possibility that the expenses for the surgery are more than what the projection was. However, what we do know is they exist. They exist now.

And there is an opportunity and ability -- and frankly, they existed before the order was issued and filed. There's an opportunity now to reopen the process and proceeding, take additional testimony and evidence with regard to those damages and more readily ascertain what the real actual damages are in this case. The award of future damages, frankly, was unfounded and

unsupported at the time that the award was issued. On May 30, the future damages didn't exist any longer. They were actually actuals. So technically, the award is not supported by the evidence in the record at least with regard to future damages. The order specifically provides a recovery for future damages of 90-some thousand dollars. I believe that the order and or judgment should be reopened, additional evidence taken with regard to the -- those issues and then that matter supported by the evidence in the record so to speak. That's, you know --

THE COURT: Counsel?

MR. THOMPSON: Yes.

THE COURT: Let me -- and it's up to you --

MR. THOMPSON: Yes.

THE COURT: -- because it's your motion.

MR. THOMPSON: Yes.

THE COURT: But would you like to have the exchange on this issue now and then my ruling with follow-up or do you want to go through all of your arguments?

MR. THOMPSON: Well, it probably --

this one is -- is discreet enough that we can -- it's either up or down I guess. The rest of it's gonna be mostly about the -- the basis of the foundations, support of the evidence, support of the numbers. So this one is probably subsume within the others, but we can...

THE COURT: Well, it's up to you. You tell me.

MR. THOMPSON: Well, do you guys want to respond or do you want to wait?

MS. EAVES WRIGHT: I think it might be easier to go through the issues in the order of the -- the brief. It looks like you just started on issue number three, which is fine. I mean, however you want to do it. If you want to do your whole thing --

MR. THOMPSON: I'm more concerned about whether you want to talk about this now or you want to talk -- because this really kind of --

MS. EAVES WRIGHT: However you want to do it is fine.

MR. THOMPSON: -- dovetails -- well -- well, let me continue. Judge, and if you want to decide that there's too much that we've already discussed and --

THE COURT: Yes.

MR. THOMPSON: -- you want us to take a break and discuss it, that's fine.

THE COURT: Well, how about we do this. Let's go through this and let me hear your response and then I'll address this issue and then move on. That will be easier.

MR. THOMPSON: I think it's -- it's -- yeah.

MS. EAVES WRIGHT: Okay. It looks like -- are you done for -- for this one part?

MR. THOMPSON: I am.

MS. EAVES WRIGHT: Okay. I just don't want to interrupt you. Sorry.

MR. THOMPSON: Thank you.

MS. EAVES WRIGHT: It looks like we're on argument three, I believe, of Defendant's motion -- post-judgment motions and my response to that would be that the evidence of the plaintiff's future damages was sufficient and the order should not be vacated, opened or set aside and a new hearing should not be held because there was reasonably sufficient evidence to support the factual findings. And -- for example, Kim Piacquadio, the life care planner, testified as to

the future damages and provided the life care plan, which provided ample evidence of the ongoing medical treatment. And it is more than just the surgery. Even though the surgery is -- is one factor of the future damages, the life care plan provided expenses following year one throughout the remainder of the plan. It was a life expectancy. So these future damages accounted for the remainder of his life in addition to the surgery that he's had.

And Ms. Piacquadio testified that he will need follow-up with a gastrointestinal specialist at least on an annual basis. We don't have those costs yet, of course, and also other additional costs for physical therapy, recovery costs throughout his lifespan, which was all part of the future damages. So my argument is that his future damages is not any more concrete now just because his surgery has been completed. And the plaintiff's own testimony at the hearing also supported Ms. Piacquadio's testimony on life care plan regarding the future care he would need and his future -- future damages that we provided.

Another point to that is that this issue was not raised at the time of the damages

hearing and a party cannot use Rule 59(e) to present an issue that they could have raised prior to judgment, but did not. At the hearing, when we provided the future damages testimony, an objection could have been raised and wasn't, but in any event we'd still like you to rule upon this issue. And the evidence was sufficient at the damages hearing.

And the case law on this issue provides that the standard is whether the evidence reasonably supports the findings of fact, whether the evidence is sufficient and reasonably supports the special referee's findings. We argue that it does, that we provided ample evidence of the future damages to a reasonable degree of life care plan certainty. And to a reasonable degree of nursing certainty is actually the standard here. The testimony was provided and provided ample evidence of that. So there's certainly sufficient evidence to support the special referee's findings on future damages.

And also it would be unfairly prejudicial and un--- unjust and unduly burdensome to reopen the judgment or have a new trial every time the -- the plaintiff goes to the doctor.

He's still treating. So are we going to keep doing this for 37 years? That would be a little bit burdensome to say the least. And for those reasons we would request that the motion be denied on that basis.

THE COURT: All right. Counsel?

MR. THOMPSON: Yes, Your Honor. Pursuant to Rule 52, this is, I guess, the importance of this aspect of it because of the unique nature -- not that -- have cases tried by a judge all the time, right? But Rule 52 specifically provides that first of all, there's no waiver. There's no need to present it at the time of the hearing. Rule 52(b) specifically allows me to bring this motion at this time and says upon motion made not later than 10 days after receipt of written notice of entry of judgment, The Court may amend its findings or make additional findings and may amend the judgment and the motion may be made with a timely motion for new trial.

So the -- it -- it certainly -- there's no rule and certainly no waiver at this time. This is something and an issue that is clearly before Your Honor. With regard to, you know,

where we are, this is a very specific situation. This is not a question of, oh yeah, we need to find out what happens a year from now, two years from now. In fact, the rule doesn't allow me to do that. There's no suggestion that, you know, three months from now, we can kind of reopen this. In fact, I can't. The defendant can't because it has to be 10 days within the -- the date that the judgment is -- is rendered or ordered or received, whatever -- written notice -- receipt of written notice. That's what the order says or the rule says.

So in this situation, all I'm asking for is a correct and real accounting of the actual damages sustained by the plaintiff in this situation. It is out there, it's available, it's not going to delay anything here with regard to the, you know -- the just determination of what he sustained. If the damages are more, they're more. If they're less, they're less, but the -- the -- the purpose here is to determine what Mr. Knight sustained in actual damages not what in theory he may some time in the future sustain in damages. In this situation, it's a very specific, very tailored, very narrow issue, which is simply, we

can reopen the order for the limited purpose -- now, I'm going to be asking for more than that, but if nothing else today, we can open this to take additional testimony and evidence with regard to the actual damages sustained with regard to the future surgery that was future at the time of the hearing, but yet in the past at the time that the ordered was issued. So it's just simply a matter of getting to the truth of the matter and accurately reflecting the damages sustained by the plaintiff. There's an opportunity by rule by law to -- to make that happen.

MS. EAVES WRIGHT: In response if --

THE COURT: Briefly.

MS. EAVES WRIGHT: -- I may? Part of the argument from defense counsel, in his brief, cited Rule 60(b) as well as being newly discovered evidence. I would argue that that rule doesn't apply because the newly discovered evidence rule is for evidence that existed at the time, but was not able to be obtained for -- for special reasons. This evidence of the actual surgery cost did not exist at the time of the hearing because it was future damages and they had not been incurred yet. However, we did provide sufficient

evidence by way of the life care planner of what that -- that cost and the future damages would be. And that evidence was sufficient to support the findings made by you as the special referee.

And the other component of Rule 60(b) would be that the amount of the bills would have to probably change the result if a new trial were granted. We would argue that the amount of the bills here, the few dollars difference there may be, would not probably change the result of the future damages portion of the award. Because there are so many other future damages that are not related to the surgery that are the care he's going to need the rest of his life, Your Honor.

THE COURT: I'm going to deny the motion because there was ample testimony on the future -- future medical care that was provided by various witnesses at the time of the hearing. And that included future surgery, the life care plan, the plaintiff's testimony, Dr. Rimkus' testimony concerning future surgery and we're not going to amend the judgment at this time. Thanks.

MR. THOMPSON: Thank you, Your Honor.

THE COURT: Okay. Next.

MR. THOMPSON: All right, Your Honor.

With regard to the amount of the award being grossly excessive, shocking to the conscience, not being supported by evidence in the record, also pursuant to Rule 52 and 59, Your Honor -- okay. Working off the order and then comparing to the transcript is, I think, the best way I've been able to figure out how to go through this. Because it really does impact, you know, what this case looks like. And we start on page two, the testimony of the plaintiff. Do you have -- Your Honor, do you have a copy of that?

THE COURT: Yes.

MR. THOMPSON: Page two, the testimony of the plaintiff, we start second paragraph -- first paragraph, second sentence, plaintiff believes he lost consciousness for an undetermined amount of time. That's not true. The records that are in evidence, Exhibit 19, which, Your Honor, is approximately 1100 pages, he denied loss of consciousness to the paramedics. He denied loss of consciousness to the E.R. physician. He denied loss of consciousness to his primary care physician. This finding or -- if this testimony is credited, it's not supported by the evidence in the record.

During the surgery -- two sec--- two sentences down, starting during surgery, plaintiff had to be resuscitated and then was subsequently intubated for three days. That is incorrect. First of all, the only person that provided that testimony was the plaintiff. And the plaintiff was somehow was incapacitated or -- and -- and out of it and yet he provides that testimony. So that testimony's unfounded and it's hearsay. There's no basis for it in the record. Now, more importantly, when you start talking about did he actually -- was he actually intubated? That's in the records. He wasn't. In fact, there is a record specifically stating that on the day of the surgery, he was extubated. So when you talk about --- let me get -- 'cause it's easier for me to -- yeah. And it's -- some of these records are marked, but there is a re--- a pulmonary rehabilitation, something like that in the record in there where it specifically indicates that he was extubated the day of the surgery.

So the order indicating that he -- and first of all, intubated for three days is incorrect. It's not supported by the record. I don't even think he testified to that frankly.

Had to be resuscitated, that's not in the records -- medical records. We go down to he testified he has permanent restrictions, is unable -- unable to lift more than 20 pounds. That is incorrect. We will talk more about that in a minute. He can no longer pick up his daughter. There are no physical restrictions on him. That is incorrect. The testimony of the physician on page three was credited he was at increased risk for developing digestive difficulties in the future. And that could result in a bile blockage. Dr. Rimkus specifically testified that that was not likely. And he did not expect that. Yet it was a finding as if that was something that would happen in the future.

With regard to The Court's findings, the first thing that is indicated is permanent injuries. There is nothing in this record from any medical, scientific or other practitioner indicating a permanent injury. In fact throughout Dr. Rimkus -- and -- and he's the guy who did the surgery. He's the one who, you know, is the expert and the plaintiff is not. He's not an expert in biology or the digestive tract. The life care planner even was contradicted. When we

talk about the life care planner giving -- giving credit to the life care planner's testimony, the life care planner even testified something to the effect that his digestive tract was shortened and that he would have difficulties. Dr. Rimkus came in right after that and said, absolutely not. So when we start talking about crediting witnesses and we start talking about crediting, you know, where is this basis for this judgment in this case? The record doesn't support it.

So I'm getting a little bit ahead of myself. So let me make sure that I've covered all of these things. All right. First -- Dr. Rimkus, he never offered an opinion that any injury was permanent. There's no permanent impairment rating in the record whatsoever. In fact Dr. Rimkus specifically testified that upon questioning, will his digestive system ever be the same as it was prior to the collision? Yes, I expect so. That's in the transcript, page 114. There are no diet restrictions. Dr. Rimkus testified once a person is considered to be recovered from intestinal surgery, at this point, he doesn't have diet restrictions. That's the transcript, 110 to 111. He does not have any permanent lifting

restrictions. It's in the transcript, page 114. Other than for the surgery of May 8, 2017, there was no opinion that he would need any additional care, no initial -- no additional need for yearly visits as alleged by the life care planner. You know, even the life care planner, frankly, testified I haven't even talked to Dr. Rimkus. That was in the testimony. She acknowledged she hadn't even talked to him to find out what he was recommending. It was her opinion.

Then Dr. Rimkus comes in and says no, there's no additional need for any additional care and kind of dovetails back to this concept of future damages are unsupported. The only opinion that Dr. Rimkus offered with regard to any permanency was a scar and that he had a scar. There's no testimony in this record whatsoever that the scar is painful, dysfunctional or causes any impairment of Mr. Knight's vocational or recreational pursuits.

You know, there's this talk about a mesh. And I think that a big deal is made about that. Dr. Rimkus specifically testified it's a biologic mesh. It's not a synthetic one. It's just incorporated into the body tissues, no

indication that there's any problem with that, no indication there's any permanency with that, no indication that there's ever going to be any difficulties with that whatsoever, nothing in the record of that. So I -- you know, when we start talking about when -- and there's a permanent injury, my question to Plaintiff is, what is the permanent injury? There's no testimony about any permanent injury. Dr. Rimkus squashed that immediately. The only injury that we've heard anything about is to the digestive system. And Dr. Rimkus specifically said it will be the same as it was prior to the collision. It's no loss.

Now, I don't deny that Mr. Knight had a significant temporary issue. He had a -- a number of injuries that were treated successfully as I'm sure we all have had injuries that we have recovered from. It did not impair our future; did not impair our life. In this situation, there's no evidence in this record to support the idea that there's a permanent injury other than permanent scarring. And again, I will concede permanent scarring. That said, I don't believe a 3.2 million dollar award is appropriate for a scar. And that it would be supportive that that

-- just because a person has a scar that it's worth 3.2 million dollars.

We talked about, you know, when we're starting to say, okay, well, there's other evidence in the record. There's the -- the plaintiff. He's offered testimony. But the plaintiff's problem is he's not credible. And throughout his testimony, he is contradicted by what the records are. Now, whether anybody's spent any time with these records and has actually figured out, okay -- you know, they're in evidence, so they are evidence. Do they support or do they contradict what the plaintiff has testified to? I've already mentioned one in the loss of consciousness. He testifies that he believes he lost consciousness -- actually his testimony in his -- in the transcript is very wishy-washy on that. It's not, I did lose consciousness, I think I did. When in fact every person he's every spoken to at any time up until the time of the hearing is he did not lose consciousness.

And I suggest that that is a significant situation where credibility is questioned. In fact the -- the fire rescue worker

in the RUN report reported that patient denies loss of consciousness, states -- stated he did get a little lightheaded a few times, but never passed out. That is a direct quote. There's no objective evidence in the records to support that somehow he lost consciousness. This also dovetails back to what I already talked about, he had to be resuscitated. That's not in the record. That he was subsequently intubated for three days, that's not in the record. Again, this is testimony from the plaintiff, yet it's not supported by facts, factual evidence, medical records that are in the record.

So I don't know how he can be credited for being honest, truthful and forthright when the records don't support any of this. Yet instead in this order it is actually giving him credit for this testimony, giving him credit that he lost consciousness, giving him credit that he was intubated for three days, giving him credit that he was going to have future problems with his digestive tract.

You know, the interesting part about a lot of the medicine side of it is there were never questions that were asked of the plaintiff. Yet

the physician showed up and he was the one with the most knowledge, with the most expertise, with the most education, background, everything, yet none of these questions were ever asked of him. Did he lose -- you know, was he excu--- was he intubated for three days? Was he -- did he have to be resuscitated? All of these things -- he didn't get asked that. Because they were satisfied to have the plaintiff testify which is inconsistent with what these records are. And frankly if the doctor had been asked those questions, it would become immediately apparent that the testimony that Mr. Knight had already provided was inaccurate. Just for the loss of consciousness and intubation, for the record it's Exhibit 19, pages 528 to 529, Exhibit 19, pages 38. And the respiratory therapy notes are on page 643 of Exhibit 19. The order states that he has permanent injuries, he has -- we've already talked about the fact that there's no evidence of any permanent injury other than scarring.

There is the concern about his ability to lift and his ability to work out. Dr. Rimkus was not asked that question. He did not offer any testimony that he would be restricted in any

regard. In fact, to the extent he was asked, Dr. Rimkus indicated that he doesn't have any restrictions in that regard. There is findings in this -- in this order, it's a premise essentially that Mr. Knight can no longer do one of the things that he allegedly is most happy about, which is powerlifting. There's not anything in this record to support that he cannot do that. Dr. Rimkus wasn't asked. Dr. Rimkus didn't say that he couldn't. In fact, Dr. Rimkus' only testimony was he didn't have any lifting restrictions.

Now, just sort of anecdotally, I was actually thinking that Mr. Knight might be here today -- but it doesn't take long just on an internet search. There's a fellow name Jeff Maddy. He's a power lifter. He's had four hernia surgeries. He's still a power lifter. He's a big guy too. And that's important because I think that there's a misconception and a misperception that is pervaded in this -- in this case that somehow because of this abdominal injury and the hernia injury or the hernia surgery that somehow -- somehow he cannot participate in these things. And there is no evidence in this record from Dr. Rimkus that he cannot. There's no evidence

and no medicine that says he cannot. There's no science that says he cannot. In fact, anecdotally again, there are plenty of -- frankly, it doesn't take long in a Google search to find out that there are plenty of power lifters who have had hernia surgeries, which also doesn't surprise me given what they do and the stress on the abdominal cavity and that sort of thing.

So the bottom line is that a lot of what is happening in this order, a lot of what the basis for this order is a -- and -- and it's not supported by the evidence where the doctor has not said he can't do these things. He's not been restricted from any of these things. If he's restricted, it's because he's done it himself personally. And that's not a basis for saying, okay, well, I'm just not -- I can -- I can fish, I'm just not going to fish. Now, that's -- that's not a basis for a -- a significant award. If you elect, choose not to do something that you physically can, that's your decision. But that's not a damage situation. You can physically do it. You can do the things that you claim that you cannot do and that's what the basis of this award is that he can't do those things. And that's

incorrect. It says he can't pick up his daughter. There's no lifting restrictions.

The life has been severely -- life has been severely and negatively impacted. It's in the order. There's a -- you know, consideration about his separation from his wife. His wife has not filed a loss of consortium claim. Has not even made a claim for it. There is, you know, again, significant questions about, you know, was this accident the cause? You know, frankly, it looked like she was at his bedside every time. Throughout the record, she was helpful to him. So whatever happened is not the result of this accident. It's not in these records.

The child, severely and negatively impacted. Again, where is the permanency in that? There's nothing in this record to suggest that -- that Mr. Knight cannot participate in every activity with his child from now until the end of his life. None. No evidence of long-term restrictions, no evidence of an impact on his relationship to his child.

Employment, and again, and I've listed these separately because in the order it says his life has been severely and negatively impacted,

and his wife and young child, his employment and his leisure activities. His employment, the only thing he had with regard to his employment was a temporary restriction. He's back at work. He has, again -- god, I feel like a broken record and I'm sure you don't want to hear it anymore, but he's not been restricted. He hasn't been given a permanent restriction. He hasn't said -- there's not one thing that says you cannot lift a patient. You cannot be involved in physical therapy with regard to a patient, not one restriction that -- nobody. Not even the -- the -- the life care planner, nobody's provided any restrictions. So there's not been an impact on his employment. And the interesting part about it, I found in the transcript, Mr. Knight testified -- he said -- and he's talking about his job. He's talking about he couldn't go back to his job immediately following the accident and surgery and that sort of thing. And his quote was it's not really like the kind of job where you can have light duty end quote. That's transcript, page 45. Mr. Knight has returned to his full-duty employment. He is unrestricted. By his own testimony, it is not light duty. And he is back at work. In fact, Dr.

Rimkus, again in the records, on August 11, 2016, signed a return-to-work note, with restrictions, none. None. August 11, 2016.

So there's not only no testimony from Dr. Rimkus about any permanent restrictions, but on an August 11, 2016 note where Dr. Rimkus is telling his employer, he has no restrictions. There's nothing you need to worry about with regard to how he does his employment.

Leisure activities, unable to power lift, again, no restrictions. There's no reason that he cannot power lift. Again, it would have been very easy, frankly, for Plaintiff to ask Dr. Rimkus, hey, given this injury, given these conditions, should he be powerlifting? Can he power lift? If Dr. Rimkus says no, he shouldn't be powerlifting, we've got a different situation. But they didn't ask that question because you know why? The transcript is very clear that Dr. Rimkus was telling this court that he fixed Mr. Knight. That Mr. Knight has recovered with the exception of the hernia that he was going to have to be performing on May 8. But thereafter, he did not expect any problems, any restrictions or any future impairment of either his work or social

pursuits.

I've already demonstrated, you know, this guy Jeff Maddy, he's had four hernia repairs; he's still a power lifter. You know, it's significant because nobody has -- again, I think that the -- the consensus has been, okay, he's got this abdominal injury and therefore he can't do these things. Well, nobody has said he can't do these things. That's an assumption and that's an improper basis for an award. An award has to be based on facts in the record.

You know, we get to -- you know, again, the -- the number is 3.2 million dollars for past and future pain and suffering. And I would suggest -- if you think about that in this situation, Mr. Knight testified or it was evidence presented at least by way of his wage pay forms. The average -- his -- his wages are 162 dollars a day. That's how much he makes working. That's five days a week. At a 3.2 million dollar award, if we could run it back to the date of the accident, going through the rest of his life expectancy -- I just use for simple math 38 years is probably plus or minus. But if you just say 38 years, 3.2 million divided by 13,870 days is 230

dollars a day. I mean, he makes 162 dollars a day. Yet he's being awarded 230 dollars every day, not five days a week, for what in this situation? What is the future? What is the loss other than what he sustained from the time of the accident to now? Now, that's -- that's something we can sort of figure out, but this concept of awarding 3.2 million dollars for alleged loss where there are no restrictions on his activities, where he can do whatever he wants, where he can eat whatever he wants. He says he has a restriction, but doesn't by the doctor. It may not feel good to him, whatever. We've already talked about his credibility issues. When we talk about the 3.2 million dollars a day -- 3.2 million for past and future, it's not supported by the evidence in the record.

There is no reason -- I think it's probably best summarized by -- I think it was a -- oh, gosh, I think it was November of 2016, Mr. Knight had been to his doctor, his primary care doctor, his family nurse practitioner. His name escapes me for whatever reason. But he had been in -- he had been -- there -- there it is right there. So October 18, 2016 and he explained to

his family nurse care practitioner or his regular doctor, if you will -- here's the quote, patient is back at work, patient is back in the gym without any pain or discomfort with working out period end quote. You know -- so that's October 2016, six months. The date of the accident escapes me again. Six to eight months after the accident and he is painless, pain free, no pain, working out at the gym. And so when we have that in the record, when we have the doctor testifying specifically that there are no restrictions, when the doctor is providing evidence that he's not going to have any future needs other than for the one surgery and we've already talked about -- and frankly, it's also another reason why it makes some sense to go back and revisit the issue with regard to the future slash actual with regard to the surgery. And frankly, he may not have had a good result. I don't know. But it's something that would be an opportunity to go back and talk about.

But Dr. Rimkus has said even with that future -- even with that on the horizon, I don't see him having an impairment. I don't see him having any restrictions. I don't see him having

any problems. And I think, again, this -- going back -- circling back to a little bit of the credibility issue stuff, you know...

THE COURT: Counsel, don't most of those arguments go to the weight of the evidence?

MR. THOMPSON: No, Your Honor. It has to be with the existence of the -- the support for the award. The things I'm talking about don't exist. And I think that that's the biggest concern here. It's not -- it's not -- he says, well, you can do some things and not others. And then it's a weighing of whether -- you know, is that worth 100 dollars or 200 dollars? In this situation, there appears to be an award based on what, at least, the terms and the language used in the award suggest a more significant injury and more significant result than what is actually contained in these records and actually was testified to by Dr. Rimkus. They don't -- the actual records, the actual evidence does not comport with and or support the award. It's not a -- a weighing issue, Your Honor, respectfully.

THE COURT: Are you saying that The Court only needs to consider what Dr. Rimkus says to the exclusion of other witnesses?

MR. THOMPSON: No, Your Honor. I think that when in this situation where a finding is made of a permanent injury, then the -- the question does arise as what is the permanent injury? And the question is where is the support in the record for that? And I think that that is the concern that I have is that I'm looking for a permanent injury and the only thing I see is permanent scarring. And if The Court is going to award 3.2 million on a permanent scar, then that's one thing, but if The Court is awarding 3.2 million dollars for permanent injuries then the -- the question is what are those permanent injuries? And -- and my answer to that is simply I haven't been able to find that in the record.

THE COURT: Did the -- did the plaintiff lose part of his bowel?

MR. THOMPSON: Your Honor, it's my understanding that it was resected. And he did --

THE COURT: Okay.

MR. THOMPSON: But it's also was very specifically questioned and answered about whether his digestive system would be normal. And that answer was yes. So it doesn't matter that -- I mean, you know, if -- if your leg is shortened by

two inches, is that normal? Probably not. Is your bowel shortened by two inches? Is that normal? No, but does anybody see it? No. Does it function correctly? Yes. When the leg is shortened by two inches, does it function correctly? Probably not. So in this situation -- okay, if you want to say that there's a permanent injury because of loss of bowel, that's fine. But there's not impact. There is no impact on his life.

THE COURT: How about the mesh, is the mesh permanent?

MR. THOMPSON: The mesh is incorporated into the tissues. I've got mesh in my eye right now. I mean, it's -- it's not something that you're aware of. It's not something that you know about. In fact, again, this is the issue, it's like, okay, well, all right, so you have a rod in your back, you have a rod in your leg, whatever it is, if it's not causing you a problem, then there's no element of damage. There is -- there's no damage there if it's not causing you pain, dysfunction, discomfort, causing you impact on your vocational or recreational life. You can do everything that you could before.

THE COURT: But that's not the testimony of the life care planner.

MR. THOMPSON: What's that?

THE COURT: The life care planner testified as to various needs, for --

MR. THOMPSON: Well --

THE COURT: -- ongoing treatment.

MR. THOMPSON: I -- the life care planner admitted, first of all, she never talked to Dr. Rimkus. And I think most life care planners would say that the first standard of care, if you will, would be to discuss the needs from the physician that's actually treating the patient as to what may or may not be necessary in the future. She admitted she hadn't had a chance to do that. And she suggested that some of this may or may not be appropriate. I mean, that's in her testimony.

THE COURT: But that's a credibility weighing the testimony, is it not?

MR. THOMPSON: So I -- as I understand it, her testimony was limited to simply -- well, first of all, obviously for the future because that's what she's there for, life care plan. Was first to provide an expense estimate for surgery

because that was on the horizon. The rest of it had to do with future with regard to, okay, well, he needs to have a check up. He has to have a check up once a year. Okay. That's accounted for. You know, when we're talking about damages, if -- that's a -- that's an item that is accounted for in the future damage award. It's not a pain and suffering -- that's not pain and suffering element. That is, okay, if he has to go see a doctor, he has to go see a doctor. That's what she says. Now, Dr. Rimkus specifically testified, and again, it's in the record, he was asked the question, he said, I do not see any need for any future care after the hernia surgery. That's his testimony.

So, you know, again, when we're -- when we're talking about what is the basis for -- and really, we're talking about the 3.2. That's what we're talking about because the actual damages are the -- with regard to the expenses related to the surgery, that's easy. I mean, that's -- that's there. The future damages is just what you just described. If -- if there's any necess--- if there's a recommendation for a future office visit, then that's accounted for in the future

damages. That's not in the -- the 3.2 million dollar future, past and future pain and suffering, loss and enjoyment of life, that sort of thing. And again, I would suggest that if there is some thought, okay, well, he's going to have to once a year go to the doctor to get checked out. Is that worth 3.2 million dollars? I would suggest not. When we talked about -- again, the -- the -- the basis for the 3.2, that's the -- that's the kicker here.

You know, the -- the past medical bills are not contested. The future medical bills are contested. We've talked about that. The wage loss says, you know, not contested. And so really we're talking about 3.2 million dollars. And what is --

THE COURT: So you're not contesting the past medical bills?

MR. THOMPSON: I am not.

THE COURT: The future medical bills?

MR. THOMPSON: I am not. No, I am contesting that -- I've already talked about that. Yes. Yes.

THE COURT: You don't contest that the future surgery at the time of the hearing was

needed, you're just saying you don't know the amount --

MR. THOMPSON: Right. See, in this sit--- in this scenario, I would -- I would offer a lot of contest as to whether it's required or not. But at this point in time, I -- I wasn't there for that.

THE COURT: Right.

MR. THOMPSON: Right. So -- so I'm dealing with -- with cleanup. Okay?

THE COURT: Understood.

MR. THOMPSON: So --

THE COURT: So past wage loss, you're not really contesting --

MR. THOMPSON: No, sir.

THE COURT: And then five weeks of future wages...

MR. THOMPSON: I would contest that in conjunction with the -- you know, with what he actually lost with regard to the following surgery.

THE COURT: Okay.

MR. THOMPSON: But those -- but those are not, you know -- I mean, if the award were for, you know, these four things, I'm pretty sure

we wouldn't be here today. Okay. It's really about the 3.2. And so the -- the issue simply is what is the support in the record for the loss of enjoyment of life, the past and future pain and suffering, what are the limitations, the restrictions that then drive that award. And, you know, from my perspective, obviously, I wasn't at the hearing and I'm at a disadvantage in that regard. However, I do have the benefit of the hearing transcript. I do have the benefit of the records. And I have reviewed all of them.

And so looking at it from a cold perspective, I'm having a difficult time with, you know, how do -- where's the justification for the permanent injury? Where's the justification and the support in the record in the evidence, not a balancing, but simply where's the support that this is a 3.2 million dollar pain and suffering, loss of enjoyment of life award and something that makes sense for 230 dollars a day every day for the rest of this man's life when by all accounts, he can do everything that he could do before the accident? Physically, dietary, whatever you want to say, he is not restricted.

And that seems like an excessive -- it

seems like -- and I -- I hate the way that this is posturing because I'm looking at you and telling you, you know, it -- it's grossly excessive, Your Honor. And I just think that at this point in time that the judgment should be vacated, set aside and that, you know, a new trial be granted on the basis of the grossly excessive award. And again, it really is -- goes to the concept of the pain and suffering, the loss of enjoyment of life, the 3.2 million dollar deal with the caveat on the futures that we've already talked about.

THE COURT: Well, do you have an idea of what would be in your mind a reasonable amount for past pain and suffering?

MR. THOMPSON: I -- I have -- I -- I have a -- a more broad view if you will.

THE COURT: Okay. What's your broad view?

MR. THOMPSON: If -- you're going to put me to it, right? I -- I'm -- I'm game. Your Honor, look, I've -- I've kicked this around and if I were in front of an Horry County jury, I think that the large majority of the time, the case would -- the -- the verdict would be less than a million dollars. I think a million dollars

would be the cap. That's all in the whole number. Now, I think that that's a -- I -- I don't disagree that that's an exposure on this case potentially if liability were lost. But I really -- you know, I've tried cases in Horry County. I know we all have sitting in this room. It's not an unfamiliar venue for me. I'm familiar -- handle cases regularly in Horry County, so I don't think that I'm coming out of left field with regard to what an Horry County jury verdict would look like in this case. Everybody's opinion is different of course. But -- but I think that that's top end. And I think that there's an opportunity -- if I had the opportunity to defend the case that the number would be fairly lower. But that's...

THE COURT: Just wanted to know your thought, Counsel.

MR. THOMPSON: It's -- that's my magic eight ball, you know, for whatever that's worth, right? So it's -- it's just been my experience, Your Honor, and -- and -- and I hate when people say that, frankly, because, you know, it just is. But I haven't seen 3.2 million dollar awards in -- except for like catastrophic, you know, death

cases and, you know, places and situations where doctors have been -- many doctors have come in and said has been restricted in all his activities. He can't work. I mean, again, you know, the award in this case, it greatly exceeds what -- I mean, if he just didn't work anymore, it's more than what his actual wage earning capacity is at this point in time. So it's -- it's just -- it's an anomaly in my experience. And so you asked me.

THE COURT: Thank you. And you have answered. Anything further on this segment?

MR. THOMPSON: I don't think so on this segment, Your Honor. Thank you.

MS. EAVES WRIGHT: I'd like to respond briefly.

MR. HEWITT: Your Honor, I didn't want to leave while Mr. Thompson was talking. May I be excused quickly? I need a bathroom break.

THE COURT: Sure, we'll take a break.

(WHEREUPON, A BREAK WAS TAKEN FROM THE PROCEEDINGS.)

THE COURT: Okay. So, Counsel, would you like to respond?

MS. EAVES WRIGHT: Yes, please. The first point I would like to address is the

plaintiff's, Mr. Knight's, credibility. I'm not sure what records indicate otherwise; I haven't seen them. But in the record from the emergency room on April 27 and those records indicate that he did lose consciousness. It says loss of consciousness, the patient experienced loss of consciousness, the patient was dazed. So that would be completely consistent and corroborates the plaintiff's own testimony. That's from Conway Medical Center. And also I did want to ask if you have copies of the record that you cited as being exhibits that say otherwise?

MR. THOMPSON: Yeah.

MS. EAVES WRIGHT: I think you mentioned what page they were.

MR. THOMPSON: Yeah.

MS. EAVES WRIGHT: I don't know if you actually have them with you.

MR. THOMPSON: I do.

MS. EAVES WRIGHT: Okay. Then another point as to the plaintiff's credibility in his deposition -- not his deposition, in the transcript, he testified that while he was admitted in the hospital after the first surgery, did you actually have to be resuscitated at one

point? Yes. That was discussed that he did have to be resuscitated at one point during that surgery process. On the hospital record from Conway Medical Center with the admission date of May 15th of 2016, that directly corroborates the plaintiff's testimony that he did in fact have to be resuscitated. It says under impression, he has been resuscitated with crystalloid and given broad spectrum I.V. antibiotics. We will take him to the operating room. This morning for exploratory laparotomy and possible bowel resection and possible ostomy.

So that, again, corroborates the plaintiff's testimony. Here are those pages if you'd like to see them as well. So I think that the plaintiff is completely credible and the records -- the medical records corroborate his testimony. In addition, with regards to his issues and the permanency of his issues, he -- Dr. Rimkus testified that biologic mesh was used and the mesh would stay in Mr. Knight for the rest of his life. That's in the hearing transcript, page 110, lines four through 11. And evidence was presented at the hearing showing that as a result of this collision that biologic mesh was inserted

into Mr. Knight's body at the ileostomy site and will remain inside him permanently for the rest of his life.

Also, part of his body was permanently removed as we discussed today. And that was also presented at the hearing. Dr. Rimkus also testified that the biologic mesh is approximately six by ten centimeters and was incorporated in Mr. Knight's body tissues that will remain in him the rest of his life in addition to Dr. Rimkus also testifying that he will have permanent scars on his abdomen as a result of these procedures. At the hearing, Mr. Knight lifted up his shirt and showed everyone the ghastly, awful scarring that he has across his abdomen that will be there permanently. And that was before the third surgery. So I expect it's worse and will be worse now.

With regards to his limitations for his diet and the issues that he's having on an ongoing basis and that are permanent, Kim Piacquadio, the nurse and life care planner who evaluated Eric Knight and also reviewed and evaluated all the medical records, which helped her in her evaluation, she testified that Mr. Knight will no

longer be able to eat a regular diet or the diet he's had in the past due to his surgeries from this collision and he will have an altered elimination pattern going forward. Because he will now have a shorter bowel, which brings with it its own challenges and that's at hearing transcript, page 85, line 17 through 25.

This nurse, Ms. Piacquadio, also testified that he won't be able to function in the same ways going forward as far as weightlifting and dieting and nutrition and the life he was accustomed to living pre-accident. That's at page 86, lines eight through 11 of the hearing transcript. In addition, she testified that there is pain and -- pain in his abdomen and low back that continues with very little relief from medication. That's an ongoing issue that was presented at the hearing. And she also testified that she strongly recommends nutritional therapy for Mr. Knight because he is not going to be able to eat the same type of diet anymore because of the impact of the surgery from this accident.

And Eric's own testimony, the plaintiff in this case, corroborates with what Ms. Piacquadio testified as to. And I know

surgeons are optimistic that after they perform surgery, everything will be perfect and great, but I believe it goes to the credibility of Eric Knight, himself, what he suffers with daily, as far as digestive issues, which is supported by the nurse life care planner, Ms. Piacquadio's testimony and her evaluation that corroborates Eric's ongoing digestive problems that he does have as well as Dr. Rimkus testifying that he's aware of issues and problems that he's had.

As to the permanent weight restrictions, Dr. Rimkus testified that he still has a lifting restriction of 20 pounds. So I'm not sure where the point that Defense made that he has no weight lifting restrictions and never did. I don't know where that came from because the testimony is clear at the hearing from Dr. Rimkus that he does have a 20-pound weight lifting restriction. That was also corroborated by the plaintiff himself and Kim Piacquadio that he does have a weight lifting restriction of 20 pounds. The plaintiff also testified that he was having trouble at his job because of the lifting restriction, unable to do all of his job duties with patients because part of his job is lifting

patients. And he also provided testimony supporting the digestive issues and all the different foods that he can no longer eat, salad, steak, all of that that directly corroborates that he is no longer able to tolerate because of these injuries.

As to the amount of the judgment and I -- we don't believe it's excessive at all based on the substantial evidence presented and what this man struggled with on a daily basis, which is supported by his testimony about having to be concerned with leaking bowel fluid all over his clothes during the significant period of time that he had an ostomy bag that had to be changed every time it got full and the suffering that he went through with changing out that ostomy bag. He testified it needed to be drained about every hour and a half and then completely changed every other day. And just that alone is extremely significant in addition to the permanent mesh, the part of his body that was removed and the permanent scarring.

And you've heard from Defense that there's some person who, I guess, has had several hernia surgeries, but is doing just fine and is still able to do powerlifting. I'm not sure what

the circumstances of that hernia were, but I would argue that Mr. Knight's injury is very different in that it wasn't just a hernia. It was actual -- a perforation of his small intestines that a portion of that was removed and then mesh had to be replaced and he had three surgeries and is still recovering from the third. So I would say that that's much more significant than a simple hernia.

In addition to the fact that he did competitions that were based on his appearance and the scarring was -- obviously, he will not be able to do those competitions anymore or go to the beach and enjoy going to the beach. He's embarrassed to take his shirt off now at the beach due to the permanent scarring. And those all would go to the amount of the judgment and the extensive suffering and pain that this man has been through.

The case law on this matter about judgments being grossly excessive say that where there is a reasonable relationship -- where the amount of the verdict bears a reasonable relationship to the character and extent of the injury and the damage sustained, it is not

excessive. Here the amount of this judgment clearly bears a reasonable relationship to the character and the extent of his injuries, the damage that -- the daily suffering that he's had. And it is only when the verdict is so grossly excessive as to indicate that the jury was so moved by passion or prejudice or other considerations not founded on the evidence that it becomes the duty of The Court to set it aside absolutely. There's been no passion or extreme prejudice or any other considerations in this matter. There is substantial evidence and that evidence reasonably supports the factual findings and reasonably supports the amount of the judgment.

As to the impact on Mr. Knight's family, his wife did have a loss of consortium claim with his underinsured motorist carrier, which she resolved. So that also corroborates his testimony that this impacted her. She has now filed for a divorce based on the impact that this collision has had on their marriage. The assistance that she provided with having to change out his ostomy bag and help him with that, you can only imagine what kind of impact that would have

on relations in a marriage. And so that is another factor that did impact Mr. Knight as a result of this collision. And it's our position that there is nothing excessive at all about this award or judgment based on everything that he's been through and that it does bear a reasonable relationship to the character and extent of injuries sustained by the plaintiff.

THE COURT: Brief rebuttal?

MR. THOMPSON: Yes. Just to clarify, Mr. Knight specifically testified he does not do appearance competitions anymore. He does powerlifting. The 20-pound weight lifting restriction is on page 114 and the question was, does he still have a lifting restriction of 20 pounds? Answer, well, at this point, yes, 'cause he developed a hernia in the midline. The restriction was related to the hernia that was then repaired, May 8th. There is no indication that there's any additional restrictions beyond that date. So there -- again, it's one of these things where it's the absence of the proof. They -- they want to jump to, okay, well, he -- he must have lifting restrict--- ask the doctor. Get the doctor to testify. It's my opinion to a

reasonable degree of medical certainty most probably that he's going to have a 20-pound lifting restriction for the rest of his life. To a reasonable degree of medical certainty, it's most probable that he is going to not be able to power lift. To a reasonable degree of medical certainty, he's going to need an additional amount of care in the future. That's not what he testified to. In fact, he testified to the opposite on each of those accounts.

So, you know, what the plaintiff counsel -- they -- they pick out moments in time and then try to project out and that's not what the record indicates. When we got back and she was talking about -- Counsel was talking about the -- the -- the permanency, the mesh. You know, again, nothing in this record to suggest there's any complications with the mesh. Nothing from the doctors to -- to suggest that that was going to cause any future problems. Nothing even to suggest that it causes any pain. The scarring, again, there is a scar. And again, if The Court wants to say that the -- it's 3.2 million dollars worth of scar, then that's fine. We can figure that out some time later, but I don't believe that

that's what The Court -- I believe The Court has found other things and that's what I'm getting at in this situation is what are these other things? And the things that I have heard from Counsel today are not permanent. They're not in the record.

The life care planner, again -- funny thing about her, she was qualified as a life care planner and then she offered all this other kinds of testimony that she was not qualified certainly by The Court to render an opinion on about the diet and about the -- the voiding pattern. I mean, she -- there is nothing in this record to suggest she has any qualification to offer any kind of testimony on those issues whatsoever. It -- it's beyond what her qualification was by this court what she was presented as an expert witness on. And this testimony is outside that scope and certainly not supported by her education, experience, background, et-cetera.

And again, we continue to round back with the last witness in this case was the most important witness and did not provide any opinions with regard to any permanency. Bear with me. I think that's all that I would adjust with what

Counsel just described and or argued. Thank you.

THE COURT: Okay --

MS. EAVES WRIGHT: I just have a very brief --

THE COURT: Very brief.

MS. EAVES WRIGHT: I would argue that Kim Piacquadio was qualified as a certified nurse life care planner. She testified that she was a registered nurse and a certified nurse life care planner, that she had been a registered nurse for over 10 years with experience in critical care, oncology, medical, surgical, hospice, home care, a great deal of experience and talked about her training. There were no objections raised during the hearing as to her qualifications or her offering an opinion and I think it's too late to raise those objections now when they could have and should have been raised at the time of the hearing. Thank you.

THE COURT: Okay. Based on the argument that the verdict is excessive, I'm going to deny the motion and here is why. During the course of the hearing, we had testimony from various witnesses at that time, various records were admitted in to evidence. Most of the

arguments that I've heard go to the weight of the evidence. During the presentation of the evidence, The Court saw the scar that Mr. Knight has. It's very large; I was surprised. It is incredibly noticeable and grotesque. And I think most people would say that immediately.

So to ensure that the record is clear now going forward today, I want to make that point clear because I think sometimes it gets lost as to what actually happened during the hearing or what the impression is. The life care planner presented testimony and her opinions. There was no objection at the time. Her opinions are that there's going to be ongoing care that's needed. Ongoing care is necessary when you suffer a very, very traumatic or permanent injury or injuries such as what Mr. Knight suffered requiring future treatment. If you don't need future treatment, then you're fine, but he does. And that was the testimony.

Counsel, I understand your position in so far as your coming to this case rather -- rather belatedly after the hearing. So I -- I appreciate everything you're doing and I think part of the challenge is a lot of the questions

perhaps you would have asked to the witnesses were not asked. If you were going to cross-examine in front of an Horry County jury or a Charleston jury, you would have been able to make certain issues more known or you would have presented the situation maybe in a different way.

Unfortunately, the record before The Court and the testimony that was provided and the evidence has already been presented and so my job is to weigh all the facts and the evidence that has been provided, not what could have been provided or what should have been asked. The anecdotal reference to Jeffrey Maddingly, something like that, power lifter, I -- I don't believe that's in the record. However, I think that's a dangerous door. My job is to stick with just what's in the record and not to really go beyond and, you know, think about what I know as far as family members who have gone through X-Y and Z or try to compare. But I'm sticking to the record and what was presented and it comes down to the weight of the evidence.

I think there was ample testimony to support the findings of the past, present, ongoing, future damages, which included in this

case, unfortunately, a lot of effect on the family unit. And I don't want The Court -- I don't want the record to eliminate or ignore that issue that was testimony, the substantial effect on a marriage. And so, you know, I think when we come to valuing cases or thinking about what something's worth, many times we don't have that element. In this case, we do and it was presented and there was ample testimony and apparently there's been a loss of consortium claim and there's been a separation and there's a young child involved. And so that dynamic and that effect obviously has come in to evidence. And so that is weighed and I want to make sure it's clear that that's an additional out of the -- out of the ordinary part of, you know, what The Court heard.

So the -- and Dr. Rimkus and the life care plan--- planner, they had various testimony as did the plaintiff, but I think on balance when weighing all of the evidence, the verdict or the judgment is a -- a fair and true verdict for what this man lost after the defendant was given opportunity to present any cross-examination and to try to steer the defense or bring up issues that you're now raising. But those questions --

or those areas were not delved in to and so they were never raised at the trial or the hearing when they should have been. So for those reason, I deny your motion of the excessive verdict judgment.

MR. THOMPSON: Thank you, Your Honor.

MS. EAVES WRIGHT: I think he has a few more points in here.

THE COURT: Yes.

MR. THOMPSON: Yeah. The next and I would also preface these discussions and argument with regard to this is -- with regard to the due process procedural regularities, bias, prejudicial, or however you want to describe it. Again, I believe that -- that this a motion for the Circuit Court and that the power is not vested in this court to hear this motion. I understand The Court's ruling.

MS. EAVES WRIGHT: On that note, do you want to address your arguments in the beginning of the motion about that or do that later?

MR. THOMPSON: About what?

MS. EAVES WRIGHT: About the jurisdiction, about service of the notice of the hearing?

MR. THOMPSON: I will get to it.

MS. EAVES WRIGHT: Okay. Just because it's number one, so...

MR. THOMPSON: I -- I've confused you a little bit by not starting at the first.

THE COURT: Just tell us where you're starting -- where you are in your brief if you want to do that.

MS. EAVES WRIGHT: Are you on number five?

MR. THOMPSON: Yeah, I'm -- I'm actually not going by my brief. I'm going by my outline.

MS. EAVES WRIGHT: Oh, okay.

MR. THOMPSON: So -- yeah. All right. Okay. This -- I'll start with the question of the adequate notice of hearing. And this is -- I don't know if it was -- we -- I think we all agree that Mr. Causey was entitled to notice. That's provided by the rules. The question is is when was he supposed to receive those. And I will preface these remarks by I can already understand and believe and estimate that the first comment will be he showed up, so he must have gotten good notice. So it doesn't matter. The problem is is

that there are rules and there are rules that require certain things to happen.

In this situation, Mr. Causey was, I think we all agree, entitled to notice. The question is is how much notice was he entitled to? If you read Rule 55(b)(2), parties who have appeared in an action are only entitled to three days notice. They get three days notice. That makes some sense if you've appeared in the action and you're there and, you know, you've made an effort to make an appearance, three days. While it sounds short, at least somebody's there and somebody's paying attention. The problem is is that the rule doesn't say that for those who are unrepresented. There is no time set to the rule as to those that are un-repped have not and I actually should say haven't made an appearance in the case.

So then we look to the rules. So what is that -- what do we know? Well, we know that right to -- to have a hearing on damages or asked to be an application, in other words, a motion. That's provided for by rule. And the -- the plaintiff actually has to apply for it. In other words, make a motion to have a hearing on damages.

And that was done. The question then becomes, okay, well, how much notice and how much prior to the hearing is then required for a party who has not made an appearance? It's not in the rule with that. There is a specific one that says about those who've made an appearance. So what does that mean? Well, the motion was a motion for a hearing by Rule 6 then Mr. Causey was entitled to 10 days notice. And Rule 6 is a shall. It's not a may. It's not a if he shows up. It's a shall. And there's a reason for that, right? I mean, it gives a party who's not made an appearance an opportunity to receive the pleadings, to receive the motion and then act on it. In this situation, Mr. Causey was served with the hearing notice on April 12th, 2017 for a hearing on April 7 -- on April 18th, six days later. That is not compliant with the rule. And it's not compliant with the rule that is a mandatory requirement, shall provide 10 days notice, Rule 6(b).

So in this situation, Mr. Causey -- and I -- the -- the transcript is pretty clear. Right at the very beginning, he sort of stumbles and says, I just got these papers. I don't know what's going on; I just got these. And so there

is an objection. However unartfully stated, there is an issue raised at the very beginning of this hearing by Mr. Causey that he did not receive proper notice. And in this situation, I think, we all agree and all understand that The Court's very clear the parties in default still get notice of a damages hearing. And so the party moving for the default judgment then is required to provide notice. And that notice is provided by Rule 6 because it's an application to The Court. It's a motion to The Court. And it's 10 days.

In this situation, there's no doubt Mr. Causey did not receive 10 days notice. He voiced an objection at the hearing about what was going on and when he received a notice. And therefore, this hearing should not have taken place in the first instance.

And this is how the Rule 60--- you know, hearing was void, it's also the due process concern and consideration and the fact that while he did show, that doesn't excuse non-compliance with the rule. And I think there's a reason, again, for that because it gives you 10 days to do something. It gives you 10 days -- if in fact he received the -- the -- you know, I understand he

-- the certificate of service says he was personally served, it was also mailed to him. He still had a couple of days that he could have done something about this situation. But he didn't -- wasn't given that chance. I was retained on the 19th and contacted Your Honor's office on that day. That was, you know, seven days after the hearing notice was served on Mr. Causey. He was served on the 12th. So that was even before the 10 days had run for his notice requirement.

So here is a classic example of if the 10 days had been provided. I was in the case seven days after his service of the affidavit of the motion hearing or the -- the motion hearing. I would have been able to provide a defense. Would have been able to pro--- be involved in the case. Would have been able to have been involved in the hearing. And was not given that opportunity. Mr. Causey was not given that opportunity. And so on that basis, and again, I think the case law is really clear about defendant's getting an opportunity to defend in a damages hearing. It's provided by rule, provided by case law and in this situation, the par--- the plaintiffs did not comply with the rule requiring

the proper notice. As a result, the hearing is void. It should never have taken place six days after notice was provided.

THE COURT: Okay. Response --

MS. EAVES WRIGHT: Yes, Your Honor. My response -- first of all, Rule 6 does not apply to the notice of the damages hearing because the notice that was served on the defendant was a notice of the damages hearing. It was not a motion; we did not have a motion. A motion was not heard on the date of the damages hearing. It was a hearing. And so Rule 6 doesn't apply to the situation. In looking at Rule 5, it expressly says that with regard to written notices, no service need be made on parties in default for failure to appear except notice of a hearing on liquidated damages. So we provided him notice of the hearing on liquidated damages pursuant to Rule 5. The rules indicate that that notice required is three days. And we gave him six days notice, which is more than the three days, which is required by the rules.

In looking at Rule 55, it says a party seeking a default judgment not involving liquidated damages must provide three days notice

to the opposing side and the case law and the further rules also talk about three days notice throughout. It says when the defendant has not answered or otherwise appeared, there is no requirement the notice be given before entering a default judgment. However, when the relief sought is unliquidated damages, then notice of any trial or hearing or unliquidated damages shall also be given to parties in default. So we did give notice to him. We gave him notice -- six days notice. And the rules -- it's my understanding the rules only require three days and there is no rule that says otherwise and the rule requiring 10 days for motions does not apply.

MR. THOMPSON: Your Honor, Rule 55 specifically states with regard to the three days, if the party against whom the judgment by default is sought has appeared in the action, that we can agree didn't happen, the party or the representative shall be served with written notice of the motion or application for judgment at least three days prior to the hearing on such application. There is no further information or comment as to what the hearing notice requirement is for a non-appearing defaulting defendant.

Now, very importantly, what Ms. Wright was reading from 6(d), she didn't read all of it. It says a written motion other than that which may be heard ex parte and notice of the hearing thereof shall be served not later than 10 days. So it's not just the motion. It's the notice of the hearing shall be served, 10 days. That's 6(d). Rule 5, as she's just described, requires service of the hearing notice on the defendant. Rule 5 does not prescribe a -- a time period. The time period is absolutely provided by Rule 6(d) when it says the notice of the hearing thereof, which is the motion they're -- from application from the default judgment shall be served not later than 10 days before the time specified for the hearing.

So we know that it was not served 10 days before the hearing; it was less than that amount of time. It was obviously prejudicial to Defendant Causey. He was not able to defend himself. His lawyer, me, gets involved seven days after the hearing notice. And after the hearing has already been -- already been -- has already occurred. So there can be no greater sort of failure of due process in this situation, failure

of -- of a basis to sustain this judgment when the defendant was not provided the required notice.

THE COURT: Okay.

MR. THOMPSON: And it makes a lot of sense frankly. Like I said, when you have a lesser three day period for somebody who's made an appearance, but for somebody that hasn't made an appearance, you've got to give them that time. You've got to make sure that that thing has been served and give them the opportunity to figure out what's going on. There's a reason for that. There's a reason and a rule why it's not provided that those that are in default and haven't made an appearance that they're stuck with the three-day limit. In fact, the purpose of that rule clearly indicates that those folks are going to get their 10 days notice. It didn't happen in this case. It's a non-event, the fact that he actually showed up.

The problem in this situation is he would have had the opportunity. If he had been given the 10 days and he showed up, then fantastic and nobody helped it -- came in to help him out, but in this situation, things were scrambling and -- and things were getting worked out. Seven

days after the notice of hearing was served, then I showed up. It should have been three more days before a hearing was held in this case.

THE COURT: Okay. Mr. Causey, was he personally served?

MS. EAVES WRIGHT: He was by a processor.

THE COURT: Okay. I'm going to deny the motion on the service issue and the timing. I don't believe that's what the rule requires. I believe Mr. Causey was given actual notice. The rule doesn't even require actual notice for the hearing. Mr. Causey was personally served. And he was served. He had notice of the hearing. He came to the hearing. He did not object at the hearing or lodge an objection on needing more time. His affidavit corroborates the whole idea that, according to him, you know, if he lost the trial or he lost the case, then, you know, not -- he didn't see it as a significant issue because he doesn't have anything or something to that effect. I previously referenced earlier in the day, so I'm going to deny the motion. I don't believe that's the rule. I believe he was given proper notice and he did appear, so he suffered no prejudice and

he didn't raise an objection when he should have if it was in fact an issue.

MR. THOMPSON: And just to be clear, Your Honor, for the record, in the transcript page eight, Mr. Causey, as the matter was getting started and was being explained what was happening, I mean, he stated, I mean, I got this paper in the mail like yesterday. I mean, this package came in the mail yesterday and I mean, I didn't even know. And then he didn't -- there's -- it -- it clearly is demonstrating that he had not had enough time, you know, he's not a lawyer. He's not -- I mean -- and this will kind of dovetail in to the next discussion about, you know, whether he appeared and knew and understood what was going on, but then had not been given the opportunity sort of to be vetted on that as to whether he really intended to go forward. But the bottom line is that he is a pro se. He did make an effort to bring to The Court's attention the concern with regard to when he received notice of the hearing. And at that point, there was no further discussion from The Court to inquire as to when he really got served, how he was served, and or whether it was appropriate to move forward at

that time. So just for my record.

THE COURT: Well, to -- to that point, he did not say according to your reading of the transcript that he was personally served, which concerns me because I believe there's an affidavit that he was personally served. And he's saying to the tribunal is that he got something in the mail, which was then -- it would not -- maybe he got both, but he certainly didn't say he was personally served.

MR. THOMPSON: Right. And I don't -- it -- it -- perhaps if he had been further engaged at that time about how he was served, when he was served and that sort of thing, then maybe that record would be clear. I think, again, the way it is on the cold transcript in front of me, it appears that he was trying to explain himself and then it didn't finish. And then there was no follow up from The Court with regard to what he meant, what he was trying to say and whether there really in fact was something of concern that should have been addressed with regard to the notice.

MS. EAVES WRIGHT: My response to that would be I know it's difficult probably reading a

cold transcript not having the benefit of being at the hearing, but I was present at the hearing and he was given the opportunity to explain himself. And when he stopped talking, and I mean, I didn't even know. That was the point at which he was finished talking and had nothing further that he wanted to offer The Court about the matter. He was finished talking and we moved forward. So if he had a further objection to discuss or if he wanted to say whether he was personally served or not, he was given the opportunity to do that. And he failed to raise that objection. And he was personally served in addition to certified mail service. So he was served by two methods.

And also I don't know that it matters particularly, but the rule that defense counsel has cited saying that it changes if there is an attorney rather than being pro se, the actual language of the rule says appearing by representative. So I would make another argument that they did have a representative, the insurance company. The Hartford was his representative in this matter. And they were given three days notice, that is clear, prior to the hearing. So his representative as The Hartford certainly was

given the notice within this rule and that would be imputed to the defendant as well.

MR. THOMPSON: There -- there's no doubt a representative did not make an appearance in this action and would not be entitled or -- or limit the notice requirement to three days. So I don't think that's even an issue. All right. I -- I think -- and again, this kind of goes with what some of what Ms. Wright just said about with regard to, you know, what the cold transcript says. And she's making representations about what she saw and what she did and what she observed. But there's a reason why we have a transcript. There's a reason why judges go to pains to ask questions, do you have anything else? Are you finished, Mr. So-and-So? You've done a very good job with me today on that very issue. You've done it across the board with all the counsel here. But this record is void of those situations.

In this situation, it would have been great if we would have said -- if there would have been a do you have anything else? Are -- are you objecting to the -- the -- to anything? Is there anything else? But instead, the next comment is, do you have the complaint and it's directed to

then Ms. Eaves. And -- and there's no -- there's nothing in the record. And again, as a court of record, that's the most important thing that we have. It's the most important thing that we live by. It -- if it's not in the record, you know -- I do some long-term care work and plaintiff lawyers are very quick to say if it's not in the record, it doesn't exist. Well, if it's not in the transcript, if it's not in the record, it doesn't exist. It -- if it needs to exist, if it needs to be stated, it needs to be stated on the record. And it needs to be occurring on the record so that reviewing courts who, of course, are reviewing records not reviewing testimonies and lawyers that were there at the -- the hearing or -- or -- you know, that sort of thing. It's what does the record show? And the record doesn't show, in this situation, that Mr. Causey was given full benefit of his defense whatever limited it was going to be in this situation.

I think my -- I'm not gonna sort of beat a dead horse with regard to the things that are contained in my memorandum outlining, again, from the cold transcript the things that are concerning and that indicate and or suggest that

either due process was not provided or something else that would not have contributed to a fair inquiry for Mr. Causey in this situation. You know, it -- one of the first things that sort of jump off the page is the -- you know, the closure of the hearing to the defendant's father. Again, while there may very well be, I don't know, I wasn't here. So I don't know what happened. All I know is the record says that after the hearing started Mr. Causey, Senior -- well, Otis Causey, attempted to come into the hearing and then was denied entry. This is a public court of record. There was no motion to somehow privatize it or to sequester witnesses. There was no reason for Mr. Causey to be excluded from the hearing. What it does -- and again, because there's nothing in the record to explain why he was denied admission, there is nothing here to describe what it was or the basis for excluding him. Just as Counsel has suggested --

THE COURT: Counsel, let me interrupt you.

MR. THOMPSON: Yes.

THE COURT: Why don't you show The Court where Mr. Causey -- where the record says he

was denied entry?

MR. THOMPSON: Well...

THE COURT: Tell me the line.

MR. THOMPSON: It's page seven. And so it says, off the record briefly Mr. Causey's dad tries to enter the hearing.

THE COURT: Okay. Where does it say he was denied entry?

MR. THOMPSON: I -- I will concede that to Your Honor.

THE COURT: Counsel, if you're going to make the argument that someone was denied entry into this courtroom, this tribunal, I want you to be very specific so when we make this record, it's perfectly clear what did and what did not happen.

MR. THOMPSON: There is nothing in this record -- this court did not engage in a discussion or explain why Mr. Causey's dad did not enter. The court reporter for -- the court reporter made a very specific finding, put it on the record. It was important to her; it's something that happened, that he attempted to come in. So what happened next? He wasn't allowed to stay. I think that --

THE COURT: Where does it say in the

record he was not allowed to stay, Counsel? Where does it say that?

MR. THOMPSON: I -- I will concede it does not say that.

THE COURT: So let's do this, let's agree that Mr. Causey's father is over the age of 40 years of age. Can we agree to that?

MR. THOMPSON: Yes.

THE COURT: Okay. And he's a grown man?

MR. THOMPSON: Yes.

THE COURT: And there's nothing in the record that says anyone asked him to leave, correct?

MR. THOMPSON: Nothing in the record.

THE COURT: Thank you. And grown men know how to enter a room?

MR. THOMPSON: He attempted to, yes.

THE COURT: And if they want to come into a room, they can, right? On the record, he could have.

MR. THOMPSON: I -- I --

THE COURT: But there's nothing in the record.

MR. THOMPSON: I was not there. I

don't know what -- hand signal. I don't know anything about what happened other than, it shows that he attempted to enter --

THE COURT: And did Mr. Causey --

MR. THOMPSON: -- and did not.

THE COURT: Did Mr. Causey, the defendant, ever say anywhere in this record, I want my father in this room?

MR. THOMPSON: And he did not.

THE COURT: Okay. You can proceed.

MR. THOMPSON: Thank you. Additional examples include Ms. Wright was offered the opportunity for an opening. Mr. Causey was not offered an opportunity for an opening. Wasn't even asked whether he would like to say anything. Throughout the transcript, there is multiple references for where hearsay was allowed, leading questions. And I get the concept that Mr. Causey was there, but as a pro se litigant. My experience has been they at least get some consideration with regard to their lack of experience and knowledge. And when testimony is being elicited that The Court knows and understands is hearsay, there is some amount of restraint provided. In this situation, there was

no restraint on Counsel's presentation. There was -- it's rife with inadmissible hearsay. It's rife with examples of leading questions on direct examination. None of this would have been obviously generally admitted if -- if Mr. Causey was represented. And I think that dovetails back to this concept about, yeah, you know, people can show up and they can agree to represent themselves, but, you know, my experience also has been that The Court's are very concerned about that and make sure that that's what the intent is. And that's what this individual knows what he's doing and what he is intending to move forward and he understands what's happening.

In this -- in this record -- in this record, there's nothing that indicates that Mr. Causey understood what was happening. In fact, you know, throughout it's clear that he makes multiple references to -- I mean, he's trying to defend himself. He didn't understand what was going on. This was not somebody -- and we've all seen them. We've all seen the -- the armchair litigant lawyer pro ses that come in and they've got their rule book and -- and they, you know, know the law maybe better than I do

sometimes. But at the end of the day, this is not that guy. This is not a guy that was in a situation where he understood what was happening. So, again, it's -- it's not necessarily any individual event. It's not necessarily any individual statement where, you know, again, from the cold record it appears that he was not finishing his statements or finishing his thoughts.

It's the overall impact of all of these things taken together. From -- a reading of this transcript suggests that due process was not afforded to Mr. Causey. I think one of the -- it's in the memo, but -- you know, it's one of the things that is -- is of concern when, you know, Mr. Causey was handed 1200 pages of medical records and, you know, I -- I can't imagine as a lawyer, another lawyer coming to a hearing and presenting me with 1200 pages of medical records and then asking a judge to admit those. And then a judge saying to me you've got no time to review. You've got no time to deal with this. Mr. Causey -- this situation -- he was handed 1200 records and he specifically said it would take me six weeks to Sunday or something like that, six to

eight -- six times -- I can't remember, but it was some euphemism that I -- I don't know. Just -- it would take him a long period of time to review that. And there was no offer to Mr. Causey to allow him the opportunity to review it. There was no, you know, again, it -- it's -- he is doing the best he can. He's offering an objection. He's saying, look, I haven't had a chance to review this stuff. Has it been stated as you or I or Ian or some-- no, it's -- it's not, but he's trying. And in this situation it was 1100 pages that were -- were put in front of him and they were admitted.

We get in to -- we've already talked a little bit, but it dovetails back in to this, the life care planner, her testimony. And I know we disagree on the -- her qualifications, but certainly testimony was offered outside the bounds of -- of what her qualification was by the support as a gatekeeper. And The Court has a responsibility to make sure that any expert testimony that's received is -- is vetted and there's a background, a foundation, all that kind of good stuff. In this situation, I know she was admitted for one purpose and then she offered

testimony about other things for which she was not qualified by this court. And those would be things like altered elimination pattern and not able to eat a regular diet and the -- the psychosocial impact. She testified about psychosocial impact of this. I mean, none of these things, none of that information or evidence is within the realm of the qualification that this court provided to her.

I think -- and then going back to -- and it's something that's contained in the memorandum as well, certainly I was involved in the case late. I came in and the day after the damages hearing, I was attempting to swing the train, if you will, and at that time had made a specific request that the motion to set aside default be heard before any order was issued. That was denied or -- I don't even know that there was any response. It just didn't happen.

Generally, I would incorporate, obviously, for the purposes of the record on all my motions anything that I have put into the memorandum in support of the motions, the motions themselves, Mr. Causey's affidavit, any arguments that I have asserted during the time of this

hearing. And I think some of those things with regard to the due process are also contained in the affidavit contained in the memorandum. But I think I've at least hit the high points in this. So thank you.

THE COURT: Thank you.

MS. EAVES WRIGHT: Yes, with regards to the -- the fifth argument, I think, it may be from the brief, it's our position that Defendant Causey was given due process and that the special referee in this case did not demonstrate any bias. The record is replete with opportunities that The Court gave Mr. Causey to ask any questions he had, to raise any objections. One example is on page 99, lines 21 through 24 when The Court says, Mr. Causey, please, ask any questions you might have if any. And Mr. Causey's testimony was, I don't have none. And throughout the record, The Court multiple times asked if he had any objections, if he had any questions for each witness throughout the hearing. So it's our position that he was afforded due process. He was given ample opportunities to participate in the hearing, to ask questions of the witnesses, to raise any objections that he had. And if he chose

not to do so, then -- then that was his choice at the time.

I do understand that maybe reading the transcript is different from actually being present where there's no timetable that says, here there was a one-minute pause or a thirty-second pause. But regardless, this hearing was conducted with due process. It was fair to the defendant and he had every opportunity to defend himself, to ask questions and to raise objections.

With regards to the medical records, I don't believe we had any duty to provide a copy of the medical records prior to the hearing. The defendant had not appeared in the case at all in any way, shape or form. So there were no discovery requests. There were -- the medical records were never requested from us prior to the hearing and at the time of the hearing, he was provided a copy as a courtesy. And as part of the -- the process, he was given a copy at the hearing. He failed to answer; the defendant failed to appear. He failed to serve any discovery request prior to the hearing. And so we believe it's unfair for the defendant to now complain that he didn't have time to review the

medical records prior to the hearing when he never made any attempt at all to request the medical records at any point prior to the hearing. And failed to follow the rules of South Carolina civil procedure and he should not be given any additional favors because he happens to be pro se. I think the -- the law in South Carolina is pretty clear about that.

He didn't raise any valid or proper hearsay objection at the time of the hearing as to the medical records. And the defendant stated in conversation at the hearing that the insurance company had not provided him with an attorney, he had no money to pay for one and he would be proceeding without one. And I -- I don't think he made any valid objections about the hearsay or the records coming in. And he did not request more time to review them or anything of that sort even though he was given ample opportunity to make objections on -- all throughout the hearing.

Regarding the defendant's father, he was cursing at me in the hallway and was very angry when I went to speak with the defendant. He did try to enter and continued the same behavior as he tried to enter this -- this room, but The

Court did not exclude the defendant's father at any time and made no ruling or any decision at all. The Court never addressed his father in any way, shape or form and definitely did not exclude him from this hearing and the record does not reflect that he ever was excluded or addressed from the proceeding, from the hearing by The Court.

In summary, we believe that the defendant was given due process. The process was fair. He had ample opportunity to defend himself and simply chose not to do so. And we would respectfully request that the defendant's motion be denied.

THE COURT: Any reply?

MR. THOMPSON: Yeah, very briefly. This is a court of record and there have been numerous incidences and arguments opposing the defendant's motions about things that are not in this record, about what Counsel's encounters were like at the record -- or at the hearing. None of that is in this record. None of that has been submitted by affidavit. None of that is -- I mean, Ms. Wright just said that some of the things that Mr. Causey testified -- or not -- were

stated. There's nothing in here about what he stated about being an insurance company or wanting the insurance company to represent -- whatever it was that she just said is not in this record. So, you know, importantly for the purposes of what we are doing today and what may come in the future, it's about what's in this record, not what's not.

Now, on the -- and the only other thing I'll say to -- to this is I personally cannot imagine walking into a hearing and handing another lawyer 1200 pages of records that that lawyer has never seen before. The judge would absolutely go ballistic. Now, if I'm not gonna do that to another lawyer, it shouldn't be done to a pro se litigant just because they're not represented. So I -- I -- I can't imagine and I can't sit here and say, well, he -- he just -- you know, he didn't object. Well, he did. He did in his way. And then on top of that --

THE COURT: Show me where that is.

MR. THOMPSON: What?

THE COURT: Show me where that is.

MR. THOMPSON: Sure.

MS. EAVES WRIGHT: And just briefly, let me interject if you don't mind. Some of the

comments I made were because my conversation with the defendant was raised in the defendant's affidavit he provided. He made expressed assertions regarding his communications with me in the affidavit he filed with The Court in this matter, so I felt that I should respond to the allegations in the affidavit.

MR. THOMPSON: Well, I -- is there an affidavit from you --

MS. EAVES WRIGHT: It's your affidavit.

MR. THOMPSON: Huh?

MS. EAVES WRIGHT: It's your affidavit.

MR. THOMPSON: It's not my affidavit. It's Mr. Causey's affidavit --

MS. EAVES WRIGHT: I mean, it's the defendant's. Correct.

MR. THOMPSON: Do you have an affidavit that you submitted in support of this hearing?

MS. EAVES WRIGHT: No, because I'm --

MR. THOMPSON: Okay.

MS. EAVES WRIGHT: -- not a witness. But I did file a brief and signed it that has my position and my explanation of what happened, so I would argue that that constitutes as an affidavit.

MR. THOMPSON: Let's see.

THE COURT: What numbers were the medical records?

MR. THOMPSON: It's -- it's Exhibit 19. It's on page 52, Your Honor.

THE COURT: Okay.

MS. EAVES WRIGHT: Ms. Eaves -- and -- and -- this is from the transcript, and I offer Plaintiff's exhibit 19 in to evidence. Mr. Causey's response, it would take me six years to Sunday to read all that and The Court then admitted the evidence, 1200 pages.

THE COURT: I think the record reflects that Ms. Eaves offered to show Mr. Causey and he said, ain't no reason -- I mean. And Ms. Eaves went on to say, I offer Plaintiff's exhibit 19 in to evidence. Mr. Causey kind of finished his statement, it'd take me six years to Sunday and read all that. So he was actually offered the medical records and Mr. Causey told Counsel that there wasn't any reason because it would take him six years to Sunday to read it all. Okay. In looking at the due process afforded to the litigant, Defendant Causey, I find that Mr. Causey was properly served, properly provided notice of the hearing. The insurance carrier was also

notified of the litigation. Much of the issue that has been raised in these motions, obviously typically aren't encountered by insurance companies when they defend the lawsuits. But in this case, for whatever reason, the insurance company, although knowing of the collision and of the litigation two months prior to the hearing, there was not a lawyer representing the insured, Mr. Causey.

And Mr. Causey came here and he listened and he was asked to participate by The Court and he participated to the extent he wanted to. On page 75, his big participation point was that he wanted to make sure everyone knew that he didn't do this on purpose. So Mr. Causey made that point clear that it was an accident, that the collision was an accident. And he just wanted to make sure everyone knew he didn't try to intentionally do this. So he was given the opportunity to object to exhibits, evidence, he did not. I think with every exhibit, every offer of evidence, he was allowed to put any objections on the record. He did not. He was allowed to ask questions of the witnesses. He did not. Al--- although -- although The Court went to the lengths

to make sure that he understand he could ask questions and tried to follow up with Mr. Causey, Mr. Causey did not ask questions.

And therefore, the record is fairly clear on his participation and the lack of objections to the evidence offered by Plaintiff's -- Plaintiff's counsel. Mr. Causey's father was not excluded from the hearing. Mr. Causey did not ask at any time for anyone to be present with him during the hearing. And -- and while the argument has been -- and I understand Counsel that you're making this argument kind of after the hearing that Mr. Causey really didn't understand the process or he was unfamiliar with the process. That is the reason why it's important for the insurance companies to hire a lawyer for the insured because the rules of civil procedure, evidence requires certain things. And you follow those rules to have a hearing to conduct a hearing to get to the ultimate verdict. And those rules in this case were followed from the beginning of the civil procedure rules all the way through the evidentiary issues that were presented at trial.

And at this point as an additional basis, the issues raised now sim-- simply weren't

preserved at the trial level at the hearing level. And to go back and try to address it globally, I think, would be in error. So I'm -- you know, not inclined to do that as well. Okay.

I think there was also -- and I'll make -- we'll make a point of this just for the record. There was an indication that Defendant filed a motion for relief of the default. And that that request was not addressed specifically. The order granting the judgment damages was then entered and then I -- I believe it was Counsel, you two, agreed to hear all motions at the same time.

MS. EAVES WRIGHT: That's correct, Your Honor. So I don't know if you want to hear the motion now as well on the...

THE COURT: What other motion is there? I just want to make sure -- at -- at some point -- there was some e-mail I received where you all agreed to hear both for -- you know, to make it practical so you wouldn't have to -- because we had two -- we had -- we previously had a hearing date set up and then there was going to be the post-trial motion and you, I believe, talked to Ian. Mr. Thompson and Ian talked and agreed to just go through -- to hear both of those motions

at the same time.

MR. THOMPSON: For clarification, Your Honor --

THE COURT: That's -- that's why I'm bringing it up.

MR. THOMPSON: For clarification, the motion to set aside default was never scheduled for hearing before the order was issued --

THE COURT: Correct.

MR. THOMPSON: In other words, it was not -- we agreed to postpone a previously scheduled motion until after the order. So --

THE COURT: I gotcha.

MR. THOMPSON: Yeah, so that's an important piece.

THE COURT: The -- the hearing on the damages occurred before the motion to set aside --

MR. THOMPSON: Correct.

THE COURT: -- the default was ever filed.

MR. THOMPSON: The motion to set aside default was filed before the order was issued.

THE COURT: Yes.

MR. THOMPSON: And even before the letter that was issued outlining the order. And

so the motion to set aside default was not scheduled for hearing before the order was issued May 30th.

THE COURT: Correct.

MR. THOMPSON: So we did reschedule those -- the -- I think it was first scheduled for like the 2nd of June. I think if -- if my memory serves me somewhere in there and then we agreed to postpone it. But the -- the point -- the -- the important point is that it was never scheduled for hearing before the order was --

THE COURT: Right.

MR. THOMPSON: -- filed.

MR. MAGUIRE: Are you saying it was before the proposed order?

MR. THOMPSON: It was before that too. Yeah, the motion was -- there -- there's no -- I mean, it's clear from the record, the motion to set aside default -- I -- I'll -- I'll give you the exact dates.

THE COURT: Well, you didn't enter the case until after the hearing.

MR. THOMPSON: Correct. I agree with that. The hearing was the 18th, the motion to set aside default was filed April 25th. Your letter

outlining the -- The Court's letter outlining the -- the award was issued the 26th. So -- and on the 25th was the e-mail and Exhibit 1 that I sent to The Court to Your Honor asking that there not be an entry of an order award while the motion to set aside default was still outstanding and had not been heard. So on the heels of that e-mail, the next thing that came was your letter outlining the award. And then of course the order was entered on the 30th and there was not...

THE COURT: Are there any other arguments I need to address for you?

MR. THOMPSON: Yes.

THE COURT: Okay. Tell me what they are.

MR. THOMPSON: I know you're weary, Judge. And we've gone way past the lunch hour. I understand that, but I've got a record to protect as you know. So I've got to -- I've got issues I need to deal with. I don't -- the -- the one that I'll take a flier on is the -- once the motion to set aside default had been filed, there was a jury demand in there and as a result pursuant to Rule 53, the filing of jury demand, the matter shall be returned to the Circuit Court and as a result of

it not being returned to the Circuit Court, my client, Defendant Causey, was denied his substantial and constitutional right to a jury trial even if it was only as to his -- the amount of damages even if he was not going to be able to contest the -- the liability.

THE COURT: Well, I'm going to deny that motion.

MR. THOMPSON: Thank you.

THE COURT: It was after the hearing. He was present and never raised that issue during the hearing. So to go through a hearing only to then get a jury demand later doesn't seem fair to me.

MR. THOMPSON: Fair enough. I think I prefaced it with saying I'm taking a flier on this, right? All right. I think that the -- the last issue, Judge, has to do with the Rule 60 motion. I -- you know, given your ruling on the Rule 55, you know, they're the same standards or similar standards just more -- more taxing, more...

THE COURT: Demanding?

MR. THOMPSON: Yes, correct. Consi--- considering -- like I said, Judge, we've gone

through the lunch hour, so I'm running out of steam and running out of energy. Okay. So given The Court's ruling on the 55, there would be no grounds for the Rule 60 at least basis for -- in your ruling to allow a 60 to occur.

THE COURT: Well, let me address the Rule 60 motion.

MR. THOMPSON: And -- and -- and -- but to be clear with the Rule 60, that also includes the concept and I think I can address it a little bit with regard to the -- to the notice of hearing issue and --

THE COURT: Yes.

MR. THOMPSON: -- the ten days thing. So that's -- that's bound and wound up in to the Rule 60.

THE COURT: So I find for the Rule 60 that it's denied in its entirety. The complaint was properly served, the subject matter -- subject matter jurisdiction, personal jurisdiction, notice of the hearing was properly served, personal service as well as by certified mail. Due notice was given; the defendant actually appeared. The insurance company, at the same time, was notified two months or more prior to the hearing of the

hearing or of the -- not of the hearing, but of the filing of the complaint, the service of the complaint. And it was previously aware and taken -- had taken a statement of the defendant, so due process was provided to not only Mr. Causey, but to the extent its insurance company doesn't think that it received any due process, it -- it did. It was provided, also, notice of the hearing. I believe that Counsel for the plaintiff served notice of the hearing in more than one way, which is beyond what's required under the rules, that the Causeys -- Mr. Causey's participation at the hearing and not objecting to various items, he's waived those issues, that due notice and due process were properly given. The judgment is -- is not void. It is valid and it was entered in accordance with the rules of civil procedure as well as the rules of evidence. Anything Counsel?

MS. EAVES WRIGHT: Not at this time.

MR. THOMPSON: Just one more thing. I don't have -- it's -- it's my greater concern that The Court has on multiple occasions referenced the insurance company and what it did or didn't do. The insurance company is not here today. The insurance company was not a part of the hearing on

April 18th. The insurance company has not had an opportunity to defend itself in this process or proceeding today. I'm concerned that The Court, by some of the statements, is going to suggest that somehow the insurance company should be bound up in whatever -- whatever ruling may happen and I just want to make sure that I'm, you know -- make it exceptionally clear I am not here for the insurance company as we all know. The insurance company was not a party to this, was not a party to the hearing on April 18th. And therefore, you know, they're really -- I'm concerned about there being findings with regard to an insurance company involvement because nobody's had an opportunity to defend that.

THE COURT: All right. And just so Counsel's clear to the extent that some of the opinions that are rendered by the Court of Appeals and or Supreme Court addressing default and issues under default necessarily reference insurance company knowledge, lack of knowledge, involvement, lack of involvement, the recitation in part of some of the facts involving letters, faxes to the insurance company is in part to address maybe that idea that although the insurance company is not a

party. It could be prejudice if it has an insured that gets subject to a judgment and that that argument might -- might be raised by -- or approved, the insured, later on appeal with respect to the insurance company. So -- but obviously the insurance company has not been a party to this lawsuit.

But it doesn't -- it is important for some of the analyses under some of the case law that's under these Rule 55 and 60 that we do kind of go through that just to make sure we're progressing the case law that is out there.

MR. THOMPSON: And for example, Your Honor, it -- just because there have been -- there have been -- there have been exhibits offered suggesting that there was a fax sent for example. The -- The Hartford hasn't had an opportunity to come in and say whether they received it or not. So I'm concerned about there being any conclusions drawn from anything here when The Hartford hasn't been able to respond in that situation. I -- I -- they -- they just -- those --

THE COURT: And -- and --

MR. THOMPSON: Those are things that were -- whether they actually -- you know, whether

The Hartford actually got them or not, I don't know.

THE COURT: Understood.

MR. THOMPSON: Now, I -- I'm disadvantaged to try and -- to try and argue against something or -- or what the inference or what the conclusions may be drawn from that because I'm not privy to that information.

THE COURT: Okay.

MS. EAVES WRIGHT: And if I may, Your Honor, the -- we strongly believe that the defendant's conduct on his own regardless of the insurance company and what they may or may not have done is enough by not answering the complaint, by not sending out discovery requests or doing anything or raising any objections at the time of the hearing. His conduct on its own is enough for a basis to deny the defendant's motion to set aside default and to set aside default judgment just on his own conduct and the facts of the case and what did happen at the hearing. He has not demonstrated good cause for why that should be set aside and --

THE COURT: And I agree with that.

MS. EAVES WRIGHT: That's our position.

THE COURT: I agree with that.

MS. EAVES WRIGHT: Thank you, Your Honor.

THE COURT: Anything else?

MS. EAVES WRIGHT: Nothing at this time.

THE COURT: Last chance.

MR. THOMPSON: No.

THE COURT: We are concluded.

(The hearing concluded at 2:01 p.m.)

CERTIFICATE OF REPORTER

State of South Carolina

County of Florence

I, Ashley Rogers, Court Reporter and Notary Public for the State of South Carolina, do hereby certify that the transcript of the foregoing proceedings contains a true record of the hearing in the above-captioned cause.

I further certify that I am neither attorney nor Counsel for, nor related to or employed by any of the parties connected to the action, nor am I financially interested in the action.

Witness my hand at Florence, South Carolina, this the 12th day of July, 2017.

_____

Ashley Rogers

MY COMMISSION EXPIRES:
March 15, 2022

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STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **AFFIDAVIT OF DEFAULT AS TO DEFENDANT PHILLIP RAY CAUSEY**

2017 FEB 14 A 11:10:55

Personally appeared before me, P. Brooke Eaves, Esquire, who first being duly sworn states and affirms the following:

1) I have been retained to represent the Plaintiff in the above entitled action.

2) A Summons and Complaint was originally filed in this action on December 16, 2016 **(Exhibit A)**.

3) On January 2, 2017, the Defendant Phillip Ray Causey was served with the Summons and Complaint pursuant to Rule 4(d)(1) SCRCP via private process server **(Exhibit B)**.

4) Defendant Phillip Ray Causey has failed to plead or otherwise defend in said action, and that said Defendant is now in default.

5) Defendant is not and was not at any time during the pendency of the above case, a minor, or an incompetent person, or engaged in the military service of the United States of America as is contemplated under what is commonly known and designated as the Servicemembers Civil Relief Act, and any amendments thereto.

Further the Affiant sayeth not.

Signature Page Follows

P. Brooke Eaves, Esquire
SC Bar No.: 102021
MAGUIRE LAW FIRM
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048
ATTORNEY FOR PLAINTIFF

SWORN TO BEFORE ME

This the 13th day of February, 2017

Notary Public for South Carolina

My Commission Expires: Feb 5, 2023

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT
)
) CASE NO.: 16-CP-26-8032
)
Daniel Eric Knight,) **MOTION AND ORDER INFORMATION**
Plaintiff,) **FORM AND COVERSHEET**
vs.)
)
Phillip Ray Causey,)
Defendant.)

PAID

2017 FEB 16 PM 1:57

Plaintiff's Attorney:	Defendant's Attorney:
P. Brooke Eaves, Esquire, Bar No. 102021 Address: 1600 N. Oak Street, Suite B Myrtle Beach, SC 29577 Phone: (843) 361-7549Fax (843) 361-7048 E-mail: Eaves@maguirelawfirm.comOther: ____	____, Bar No. ____ Address: ____ Phone: ____ Fax____ E-mail: ____Other: ____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Default Judgment
Estimated Time Needed: ____ Court Reporter Needed: ☐ YES/☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

P. Brooke Eaves 2/14/2017
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ ____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: ____	JUDGE CODE ____ Date: ____

CLERK'S VERIFICATION

Collected by: ____ Date Filed: 2/14/17
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

PAID

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **MOTION FOR DEFAULT JUDGMENT**

2017 FEB 16 PM 1:57

NOW COMES the undersigned attorney for Plaintiff and pursuant to the affidavit filed on February 14, 2017, moves this Court for default judgment pursuant to Rule 55 of the *South Carolina Rules of Civil Procedure* and requests that the Clerk shall enter the default in this matter upon the calendar (file book) and schedule a hearing on damages at the court's earliest convenience.

P. Brooke Eaves

P. Brooke Eaves, Esquire
SC Bar No.: 102021
MAGUIRE LAW FIRM
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048
Eaves@maguirelawfirm.com
ATTORNEY FOR PLAINTIFF

Myrtle Beach, South Carolina
2/14, 2017

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Daniel Eric Knight,

Plaintiff,

vs.

Phillip Ray Causey,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

Docket No.: 16-CP-26-8032

CERTIFICATE OF SERVICE

2017 FEB 16 PM 1:57

I, the undersigned, an employee of Maguire Law Firm attorneys for the Plaintiff, do hereby certify that on this the 16th day of February 2017, I have served the within and foregoing Motion for Default Judgment, Affidavit of Default, and proposed Order upon the Defendant by placing a copy of the same in the U.S. Mail, certified postage pre-paid, to the following:

Phillip Ray Causey
325 M W Stroud Road
Nichols, SC 29581

Brook Freeman
Paralegal for P. Brooke Eaves, Esquire
Maguire Law Firm
1600 North Oak Street, Suite B
Myrtle Beach, SC 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048

Myrtle Beach, South Carolina
Dated: 2/16/2017

STATE OF SOUTH CAROLINA COUNTY OF HORRY Daniel Eric Knight, Plaintiff, vs. Phillip Ray Causey, Defendant.	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT Docket No.: 16-CP-26-8032 **NOTICE OF MOTION AND MOTION FOR REFERRAL TO SPECIAL REFEREE**

17 MAR 22 PM 4:45

YOU WILL PLEASE TAKE NOTICE that it appears that defendant, Phillip Ray Causey, is now in Default; and it further appearing, pursuant to the revised Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to Nate Fata, Esquire, as Special Referee for Horry County.

Plaintiff, Daniel Eric Knight, by and through his undersigned attorney, P. Brooke Eaves, of Maguire Law Firm LLC, will move before the Presiding Judge of the Court of Common Pleas of the Fifteenth Judicial Circuit, ten (10) days from the date hereof or as soon thereafter as counsel may be heard, for an Order granting Plaintiff's Motion for Referral to Special Referee.

Plaintiff requests this matter be referred to Nate Fata, Esquire, as Special Referee for Horry County pursuant to Rule 53(b) for the purpose of determining damages with finality with any appeal direct to the South Carolina Court of Appeals.

This Motion will be supported by the Pleadings filed in this action and other documents of record in this action.

Signature Page Follows

P. Brooke Eaves

P. Brooke Eaves, Esquire
SC Bar No.: 102021
MAGUIRE LAW FIRM
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Telephone: (843) 361-7549
Facsimile: (843) 361-7048
ATTORNEY FOR PLAINTIFF

Myrtle Beach, South Carolina
2/28, 2017

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT
)
) CASE NO.: 16-CP-26-8032
Daniel Eric Knight,)
Plaintiff,) **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
vs.)
)
Phillip Ray Causey,)
Defendant.)

PAID

Plaintiff's Attorney:	Defendant's Attorney:
P. Brooke Eaves, Esquire, Bar No. 102021 Address: 1600 N. Oak Street, Suite B Myrtle Beach, SC 29577 Phone: (843) 361-7549Fax (843) 361-7048 E-mail: Eaves@maguirelawfirm.comOther: ____	____, Bar No. ____ Address: ____ Phone: ____ Fax____ E-mail: ____ Other: ____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Referral to Special Referee
Estimated Time Needed: ____ Court Reporter Needed: ☐ YES/☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

P. Brooke Eaves 2/28/2017
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ ____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE ____ Date:

CLERK'S VERIFICATION

Collected by: JB Date Filed: 3-2-2017
☐ MOTION FEE COLLECTED: $ 25.00
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE 15TH JUDICIAL CIRCUIT**
COUNTY OF HORRY	)	**CASE NO.: 2016-CP-26-8032**
DANIEL ERIC KNIGHT,	)	
	)	
Plaintiff,	)	
	)	**DEFENDANT'S MOTION TO**
v.	)	**SET ASIDE DEFAULT**
	)	
PHILLIP RAY CAUSEY,	)	
	)	
Defendant.	)	
	)	

Defendant Phillip Ray Causey, by and through his undersigned attorneys, hereby moves this Honorable Court pursuant to SCRCP 55 for an Order setting aside the entry of default/Order of Default in the subject case. Defendant Causey respectfully submits that good cause can be demonstrated for setting aside the default and/or that service of process was not effected pursuant to South Carolina law. Accordingly, pursuant to SCRCP 55, the default should be set aside and Defendant Causey permitted to file an Answer, set forth affirmative defenses, and have the case decided by a jury.

This Motion is supported by the South Carolina Rules of Civil Procedure, applicable case law, any affidavits and/or memoranda submitted in support of the Motion and any other materials the Court may receive at or prior to the time of a hearing on this Motion.

Respectfully Submitted,

HALL BOOTH SMITH, P.C.

/s/Joseph D. Thompson, III
Joseph D. Thompson, III, SC Bar No. 66580
40 Calhoun Street, Suite 550
Charleston, South Carolina 29401
Phone: 843.720.3469
Email: jthompson@hallboothsmith.com

Attorneys for Defendant

April 25, 2017
Charleston, South Carolina

ELECTRONICALLY FILED - 2017 Apr 25 10:01 AM - HORRY - COMMON PLEAS - CASE#2016CP260832

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE 15TH JUDICIAL CIRCUIT**
COUNTY OF HORRY	)	**CASE NO.: 2016-CP-26-8032**
DANIEL ERIC KNIGHT,	)	
	)	
Plaintiff,	)	
	)	**DEFENDANT'S POST JUDGMENT**
v.	)	**MOTIONS AND MEMORANDUM IN**
	)	**SUPPORT**
PHILLIP RAY CAUSEY,	)	
	)	
Defendant.	)	
	)	

PLEASE TAKE NOTICE that Defendant Phillip Ray Causey ("Defendant Causey"), by and through his undersigned attorneys, hereby moves this Honorable Court, as to the entry of the Order Granting Judgment (the "Order") of Special Referee Nate Fata (the "Special Referee"), entered May 30, 2017, as follows:

I. **The Special Referee lacked subject matter jurisdiction to hold the damages hearing and, therefore, the Order Granting Judgment should be vacated and/or set aside and the Special Referee recused/disqualified from further proceedings in this matter.**

The record on file with the Clerk of Court for the Horry County Court of Common Pleas does not indicate that Defendant Causey was served with notice of the hearing on Plaintiff's Notice of Motion and Motion for Referral to Special Referee. As a result, the Circuit Court's referral to the Special Referee is procedurally deficient and, as such, the Special Referee not only lacked the power, authority or subject matter jurisdiction to conduct a damages hearing but also lacks the power, authority and subject matter jurisdiction to consider any further legal proceedings in this case.

Importantly, referral to a special referee pursuant to SCRCP 53 is not a matter of right, even in a default case. Instead, the Rule specifically provides that, "[i]n a default case . . . some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge . . .." SCRCP 53(b) (emphasis added). Since Plaintiff sought the referral to the

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special referee via motion practice, it was incumbent upon Plaintiff to comply with the South Carolina Rules of Civil Procedure with regard to providing notice of same to Defendant Causey.

Here, the record reflects that Plaintiff initially filed a Motion for Default Judgment February 16, 2017, in which Plaintiff specifically requested "a hearing on damages at the court's earliest convenience." See Plaintiff's Motion for Default Judgment. A Certificate of Service indicated that the Motion for Default Judgment was served on Defendant Causey via certified mail. Id. By this filing, Plaintiff provided notice to Defendant Causey that he intended to seek a damages hearing before the Circuit Court and, consequentially, Defendant Causey had the right to expect a hearing from a Circuit Court judge. However, Plaintiff then made a tactical decision to change the mode of trial, and the presiding officer for same.

On March 22, 2017, the record reflects that Plaintiff filed a Notice of Motion and Motion for Referral to Special Referee. Remarkably, **on the same day**, the Circuit Court entered an Order of Referral "based on Plaintiff's Motion for Referral." See Order of Referral. There is no evidence that Plaintiff's Motion for Referral was ever served on Defendant Causey at any time prior to the Order referring the case to the Special Referee. Given that the Motion, and the Order granting the relief in the Motion, were filed the same day, there is no reasonable argument that Defendant Causey was provided with any notice of Plaintiff's request for relief prior to it being granted by the Circuit Court.

With proper notice of the Motion for Referral, Defendant Causey, at a minimum, could have contested not only the referral itself, but also the selection of the special referee. The Supreme Court has held that "a defaulting party does not lose its right to have an impartial master or referee, and may still raise an objection to same based on such grounds." Roche v. Young Bros., 332 S.C. 75, 86, 504 S.E.2d 311, 315 (1998). In the subject case, Plaintiff denied Defendant Causey this substantial right by failing to provide notice that he would seek recovery of damages from a private practice attorney, selected by his attorneys, as opposed to a duly

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elected and sitting Circuit Court judge (the method that Plaintiff actually notified Defendant Causey he would seek).

As a result of improper notice and the impairment of a substantial right to contest the referral, Plaintiff's Notice of Motion and Motion for Referral to Special Referee and the resulting Order of Referral were legally defective and failed to transfer the power, authority and subject matter jurisdiction of this case to the Special Referee. Consequentially, Defendant Causey respectfully submits that the Order Granting Judgment be voided, vacated and/or set aside; that the Special Referee be recused/disqualified from any further handling of this case; and that the case be returned to the Circuit Court for further disposition including, but not limited to, a hearing on Defendant Causey's Motion to Set Aside Default and a new jury trial.

II. The Special Referee failed to return the case to the Circuit Court in compliance with SCRCP 53(b) following Defendant Causey's demand for jury trial and, therefore, the Special Referee was without subject matter jurisdiction to issue his Order Granting Judgment thereafter.

The subject action was referred to the Special Referee per the request of Plaintiff pursuant to SCRCP 53(b). Upon Plaintiff's Motion, the case was referred by Order of the Circuit Court filed March 22, 2017. On April 25, 2017, Defendant Causey filed his Motion to Set Aside Default which included a jury trial demand.[1] While the Motion was filed a week after the damages hearing, it was filed one month before the Special Referee issued his Order Granting Judgment (May 30, 2017). Pursuant to the express language of SCRCP 53(b), "upon the filing of a jury demand, the matter shall be returned to the circuit court." SCRCP 53(b) (Emphasis added). Since there is nothing in the Rule to suggest a point at which such demand is waived, the Special Referee was required to return the case to the Circuit Court once the jury trial demand was made. As a result, the Special Referee lacked the power, authority or subject matter jurisdiction to conduct any further proceedings or issue any further decisions in the case

[1] Pursuant to SCRCP 38, a jury trial demand "may be endorsed upon a pleading of the party." SCRCP 38(b). In his Motion to Set Aside Default, Defendant Causey specifically included a trial by jury as part of the requested relief.

following the Defendant Causey's jury trial demand filed on April 25, 2017.[2] Without the power, authority or subject matter jurisdiction, the Special Referee's Order Granting Judgment is void as a matter of law.

Importantly, it is well established that a special referee is vested with no power or authority except that which is granted per the express language of the order of reference. In the subject case, the Order of Referral did not include reference to Rule 53 at all. Instead, the Circuit Court expressly stated that "a hearing to ascertain damages should be held to determine the amount owed to Plaintiff" and then ordered that the "matter be referred with finality to Nate Fata, Esquire, as Special Referee, for a hearing on damages, with any appeal directly to the South Carolina Court of Appeals." See Order of Referral (Emphasis added).[3] The short of the matter is that the only power or authority vested in the Special Referee was to conduct "a hearing on damages." As a result, the Special Referee in the subject case was not, and is not, vested with the power, authority or jurisdiction to determine the validity of the Defendant Causey's jury trial demand or whether the default should be set aside. Again, once the jury trial demand was asserted by Defendant Causey on April 25, 2017, the Special Referee lacked any further power, authority or jurisdiction and was required by the express language of Rule 53(b) to return the case to the Circuit Court.

Consequentially, Defendant Causey respectfully submits that the Order Granting Judgment be voided, vacated and/or set aside; that Special Referee be recused/disqualified from any further handling of this case; and that the case be returned to the Circuit Court for further

[2] While it arguably goes without saying, out of an abundance of caution Defendant Causey affirmatively asserts that the Special Referee's actions denied him his substantial right to have a jury consider the issue of Plaintiff's alleged injuries and damages in a tort case which is clearly a matter at law and clearly the proper subject for a jury's determination.

[3] If the Special Referee was to be granted full authority in accordance with Rule 53, the Circuit Court's Order not only would/should have referenced same but, more importantly, there would have been no reason to insert the limiting language "for a hearing on damages" in the Order.

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disposition including, but not limited to, a hearing on Defendant Causey's Motion to Set Aside Default and a new trial set before a jury.

III. For a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2) and/or to alter or amend the judgment pursuant to SCRCP 59(e).

At the hearing conducted by Special Referee Nate Fata on April 18, 2017, Plaintiff submitted evidence of "future damages" primarily in the form of projected expenses for an anticipated future surgery to repair an alleged incisional hernia. Upon information and belief, Plaintiff was scheduled for the surgical procedure on May 8, 2017 and submitted to same, three (3) weeks prior to entry of the Order. As such, an award for estimated "future damages" on May 30, 2017, would be improper and not reflective of the actual damages sustained by Plaintiff prior to the entry of the Order.[4] The elements of damages are now ascertainable as actual damages and, therefore, the Special Referee should, pursuant to SCRCP 52(b) and/or SCRCP 59(a)(2) "open the judgment . . . take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment" and/or "alter or amend the judgment" pursuant to SCRCP 59(e). Consequentially, Defendant Causey respectfully submits that the current Order should be vacated, opened or set aside and a new hearing held to determine actual damages and future damages, if any.[5]

[4] In the Order, the Special Referee awarded "future medical bills" in the amount of $97,425 on the strength of the testimony of the life care planner Kimberly Piacquadio. Specifically, the Special Referee awarded future damages for such things as medical/surgical expenses, home health aide, nurse case manager and counseling associated with the expected hernia surgery. Those elements of damages, to the extent they exist, are ascertainable with certainty at this time.

[5] Alternatively stated, this argument is also grounds for setting aside the judgment pursuant to SCRCP 60(b) as Plaintiff's post-hearing surgery would constitute "newly discovered evidence" that did not exist prior to the time of the damages hearing. It goes without saying that the post-hearing evidence of the surgery was not available at the time of trial (including medical expenses and associated care) and the receipt and consideration of same would necessarily change the characterization/calculation of Plaintiff's actual damages and is clearly material to the central issues raised at the damages hearing.

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IV. For a new trial pursuant to SCRCP 52(b), SCRCP 59(a)(2), SCRCP 59(e) on the grounds that the Order granting judgment for $3,489,206.14 is grossly excessive, shocks the conscience and is unsupported by admissible evidence in the record.

In the Order, the Special Referee made certain factual findings not supported by the evidence. Principal among the most egregious finding is that Plaintiff sustained "permanent injuries" which also happens to be the first "finding" in the Special Referee's Order. To the contrary, neither the Special Referee's Order nor the hearing transcript reveal any evidence of "permanent injuries." As a result, an award of $3.2 million for Plaintiff's intangible elements of loss is grossly excessive, shocks the conscience and is not supported by even the slightest evidence in the record.

At the hearing, Dr. Gilbertas Rimkus was the only treating medical professional qualified as an expert witness and was the surgeon who performed all post-accident procedures on Plaintiff. Consequentially, Dr. Rimkus is the most qualified witness to speak to Plaintiff's injuries and recovery, especially given the unique nature of the alleged injury, *i.e.* a perforated bowel/injury to the small intestines. While the Special Referee found that Plaintiff sustained "permanent injuries," Dr. Rimkus' testimony does not support this finding. Perhaps the most definitive statement was elicited by Plaintiff's counsel during direct examination:

> Q. And will his digestive system ever be the same as it was prior to this collision?
>
> A. Yes, I expect so.

[Tr. 114]. There is no evidence in the hearing record to contradict Dr. Rimkus' testimony with regard to the **lack** of permanent injury to Plaintiff's digestive system. Instead, the uncontradicted testimony of Dr. Rimkus is that there has been no permanent injury to Plaintiff's digestive system. Additional testimony from Dr. Rimkus supports his opinion that Plaintiff did **not** sustain a permanent injury.

For example, as to the assertion by Plaintiff that he has permanent diet restrictions, Dr. Rimkus specifically testified:

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Q: And as a result of these surgeries that he's gone through are there certain food restrictions, diet restrictions that he now has?

A. Not at this point, not at this point.

[Tr. 110]. Dr. Rimkus further clarified his testimony opining that "once a person is considered to be recovered from intestinal surgery at this point he doesn't have diet restrictions." [Tr. 111].

As to the need for any medical care and/or operative intervention following the May 2017 hernia repair, Dr. Rimkus specifically opined that, "I don't expect that [future surgeries] . . . If he recovers without complications, he will not need anything else." [Tr. 113]. And finally, as to any alleged physical restrictions, Dr. Rimkus testified that, at the time of the hearing on April 18, 2017, Plaintiff had a lifting restriction of twenty (20) pounds due to the then-existing hernia. [Tr. 114] ["Well, at this point yes because he – he developed a hernia in the midline."]. At no point in his testimony did Dr. Rimkus ever offer an opinion that Plaintiff sustained any permanent injury, damage or restrictions.[6] In fact, there simply is **no** evidence in the record indicating that Plaintiff has sustained **any** permanent medically/scientifically-documented restrictions on either his vocational or recreational activities.[7]

Given the documentary evidence and testimony submitted at the hearing, and more importantly, the limited factual findings contained in the Special Referee's Order, there simply is no basis for an award of $3.2 million for intangible damages and the entry of same is grossly excessive, shocks the conscious and should be set aside. Consequentially, Defendant Causey respectfully submits that he is entitled to a new trial.

---

[6] To be sure, Dr. Rimkus confirmed that Plaintiff sustained certain superficial abdominal scarring as a result of the surgical incisions. That said, there is no evidence in the record to indicate that Plaintiff sustained any permanent medical/scientific restrictions as to any physical activity.

[7] The 1,100 pages of medical records entered as Plaintiff's Exhibit 19 include additional evidence of the **lack** of permanent injury and/or support for a $3.5 million judgment. For example, in an office note dated October 18, 2016, just eight (8) months following the accident, Family Nurse Practitioner Rachel Collins noted that "Patient is back at work [as a physical therapy assistant]. Patient is back in the gym. Without any pain or discomfort with working out." This cannot be considered evidence to support a $3.5 million award of damages.

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V. For a new trial for failure of due process afforded Defendant Causey and/or demonstrated bias of the Special Referee.

Regardless of what it is called and/or how it is characterized, Defendant Causey did not receive due process, impartial justice or fair consideration from the Special Referee. Perhaps the most egregious example is the fact that the Special Referee, over the express objection of Defendant Causey's attorneys, entered the Order Granting Judgment on May 30, 2017, two (2) weeks **before** the date the Special Referee set for hearing Defendant's Motion to Set Aside Default, which was filed April 25, 2107.[8] In other words, the Special Referee pronounced judgment in this case, requiring the filing of these Motions, before he ever hears the grounds for Defendant's Motion to Set Aside Default. There can be no greater example of a rush to judgment and a complete disregard of Defendant Causey's due process rights. The hearing record provides even greater insight and evidence of the lack of impartiality exhibited by the Special Referee.

For starters, the hearing record readily demonstrates that Defendant Causey never indicated that he desired or intended to proceed *pro se*. Importantly, there is no evidence in the record that the Special Referee ever inquired as to the fairness of proceeding under the circumstances. For example, Defendant Causey's misunderstanding and confusion is apparent from the first moment he was addressed by the Special Referee.

> The Court: So what we'll do, we will have testimony. Everyone will be sworn in as a witness and then after counsel asks questions, you have the right to cross examine and ask questions, okay? And I don't know if I have seen ---
>
> Mr. Causey: I mean I got this paper in the mail like yesterday. I mean this package came in the mail yesterday and I mean I didn't even know --- [Tr. 8].

[8] By letter dated May 16, 2017, the Special Referee set the hearing for Defendant's Motion to Set Aside Default for June 2, 2017. At the request of Defendant Causey's attorneys, the Special Referee, by email dated May 18, 2017, agreed to reschedule the hearing to June 13, 2017. Despite full knowledge of the scheduled hearing and Defendant's objections to the entry of an Order prior to the hearing on Defendant's Motion, the Special Referee's Order Granting Judgment was entered May 30, 2017.

The record reflects that before Defendant Causey could finish his statement, the Special Referee asked Plaintiff's counsel for a copy of the Complaint and never addressed Defendant Causey's concerns and, arguably, his objection to proceeding on short notice. [Tr. 8]. There is no evidence in the record that Special Referee made any inquiry or addressed the concerns raised by Defendant Causey regarding, at a minimum, the timing of the proceeding and/or whether *pro se* Defendant Causey was prepared to move forward.

While Defendant Causey appeared at the hearing with his father Ottis Causey, Jr., the record reflects that Ottis Causey, Jr., was refused entry and/or observance of the hearing proceeding. There is no reason or basis offered in the record for the Special Referee closing the hearing to the public, especially a party's family member. While the damages hearing was conducted by a special referee, it was no less public than any other court hearing conducted in a South Carolina courtroom. Moreover, the record does not reflect a motion/request by Plaintiff to sequester potential witnesses as required by SCRE 615. This is a significant irregularity that should not be pardoned or readily dismissed as it goes to the very core of the integrity of the system and the process.[9]

Things did not get better for Defendant Causey. After inviting and listening to an opening statement by Plaintiff's counsel, the Special Referee did not give, much less offer, Defendant Causey the same opportunity. [Tr. 8-10]. During Plaintiff's testimony, Defendant Causey expressed his frustration and confusion:

> The Court: When he's done being examined by his lawyers then you can ask him questions.
>
> Mr. Causey: Well, I've never been in a situation like this. I just ---

[9] The fact that the hearing was conducted in the presence of a court reporter is no excuse to this irregularity. One can easily conceive of closed door proceedings where less intellectually-inclined individuals may not be able to fend for themselves when a family member, friend or otherwise, could provide support, guidance and counsel, all without making an appearance or committing the unlawful practice of law during the proceeding. In the present circumstance, Defendant Causey was denied such support and the record readily reveals how much he floundered thereafter.

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The Court: I understand.

Mr. Causey: I mean I just --- [Tr. 26].

Before Defendant Causey could compete his sentence, an exhibit was marked as evidence and direct examination questioning continued. [Tr. 26-27]. When Plaintiff's counsel subsequently moved to admit the photographs, the following exchange occurred:

The Court: Any objection? No objection.

Mr. Causey: I mean I have no ---

The Court: Admitted. [Tr. 33].

Perhaps the most significant example of the unfairness of the hearing process occurred when Plaintiff's counsel moved to admit Exhibits 15 and 19, which encompassed seventy (70) pages of medical bills and 1,156 pages of medical records that had not previously been provided to Defendant Causey for his review and consideration. As to Exhibit 15, the following exchange occurred:

Mrs. Eaves: At this time I would offer this into evidence as Exhibit 15, Plaintiff's Exhibit 15, into evidence.

Mr. Causey: I have no idea what I am looking at. I mean ---

The Court: Those appear to be the medical bills. Do you have any objection?

Mr. Causey: Yeah, I mean that's fine. But I mean I have no idea what I'm looking at. That's fine. I mean it's a mess of paperwork. I don't know what ---

The Court: So admitted. [Tr. 44].

As to Exhibit 19, encompassing over 1,100 pages of medical records which, again, had not been produced to Defendant Causey prior to the hearing, the following exchange occurred:

Mrs. Eaves: And I offer Plaintiff's Exhibit 19 into evidence.

Mr. Causey: It'd take me six years to Sunday and read all that.

The Court: Admitted. [Tr. 52].

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Despite Defendant Causey's expressed unfamiliarity with the proffered evidence (over 1,200 pages in total), there is no evidence of any offer by the Special Referee or Plaintiff's counsel to allow Defendant Causey time to review same. Without any opportunity for substantive review, Defendant Causey had no opportunity to form any objections to same. It is respectfully submitted that no Circuit Court judge in the State of South Carolina would admit 1,100 pages of records into evidence at trial without giving opposing counsel the opportunity to review same.

At the conclusion of the direct examination of Plaintiff, Defendant Causey was offered the opportunity to cross-examine him. After attempting to explain the accident itself and being told by the Special Referee that he was limited to asking questions about Plaintiff's damages, Defendant Causey explained:

> Well, I don't --I mean I can't -- how can I -- I don't -- I can't I mean judge -- I can't say anything about what he did or didn't go to because I wasn't there. So I don't know if he -- if any -- every bit of that could be false if it's or it could be – which it's all true. I don't know because I wasn't there. So how am I supposed to object to something I don't even know what ---

[Tr. 74]. While he did not express it as concisely as a lawyer might, the clear upshot/takeaway of Defendant Causey's statement was an objection to the hearsay nature/quality of the proffered evidence. Defendant Causey readily acknowledged that he was not with Plaintiff during his treatment and would have no way to determine the truth of the statements contained in the records that were being offered into evidence. Given that the 1,100+ pages of medical records were/are rife with volumes of inadmissible hearsay, it was clear and prejudicial error for the Special Referee to admit the evidence over Defendant Causey's objection.

Following Plaintiff's counsel's closing argument, the Special Referee offered Defendant Causey an opportunity to speak. Defendant Causey's frustration and resignation with a process that to him, appeared to be pre-determined, was clear:

> The Court: Okay. Mr. Causey do you have anything you'd like to say to the Court?

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> Mr. Causey: I don't - - looks like it's already situated so it don't look like much of anything I got to say matters --- .

[Tr. 123]. While he has no legal training, the lay person Defendant Causey essentially stated what is argued herein, *i.e.* that he did not receive impartial and unbiased consideration by the process and/or the Special Referee.

Finally, the subject action arose from a motor vehicle accident that occurred on April 27, 2016. At the time of the accident, Defendant Causey was operating a motor vehicle owned by his father Ottis Causey, Jr., and insured with Trumbull Insurance Company ("Trumbull"). Prior to the filing of the suit, Plaintiff's counsel was intimately aware and knowledgeable of the fact that Trumbull provided liability insurance coverage for the benefit of Defendant Causey. Importantly, at the time of the hearing, no one, including the Special Referee, made any inquiry on the record as to whether Defendant had counsel or was voluntarily electing to proceed *pro se*.[10] Given the Special Referee's own extensive background, knowledge and experience in the prosecution of personal injury claims arising from motor vehicle accidents, it was error for him to proceed with the hearing without first determining the fairness to Defendant Causey of proceeding with the hearing and/or inquiring as to the possible existence of a responsible insurance carrier to provide legal representation to Defendant Causey.

VI. Conclusion

Based on the foregoing and any additional sustaining grounds offered at a hearing on these Motions, Defendant Causey respectfully submits that he is entitled to one or more of the following remedies:

---

[10] While it may be argued that any such inquiry would have involved discussion of liability insurance, SCRE 411 clearly states that "[e]vidence that a person was or was not insured against liability is not admissible upon the issue whether the person acted negligently or otherwise wrongfully." SCRE 411. At the time of the hearing, the case was in default and, therefore, negligence was established as a matter of law. Any discussion of liability insurance, and whether Defendant Causey was mistakenly proceeding without the benefit of carrier-provided legal representation, would not have been prohibited by SCRE 411.

A. The Order of Reference be vacated; the Order Granting Judgment voided; and the case returned to the Circuit Court for final disposition;

B. The Order Granting Judgment be voided, vacated, and or set aside; the Special Referee recused/disqualified; and the case returned to the Circuit Court for final disposition;

C. The Order Granting Judgment be voided, vacated, and or set aside; the Special Referee recused/disqualified; and a new trial granted, including a trial by jury;

D. The Order Granting Judgment be opened; the Special Referee recused/disqualified; and for a new Special Referee to take testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment;

E. The Order Granting Judgment to be altered or amended to reflect the actual evidence received at the hearing on damages presided over by the Special Referee.

This Motion is supported by the South Carolina Rules of Civil Procedure, applicable case law, the hearing transcript, the hearing exhibits, all filings of record with the Horry County Clerk of Court, and any affidavits and/or additional memoranda submitted in support of the Motions and any other materials the Court may receive at or prior to the time of a hearing on these Motions.

Respectfully Submitted,

HALL BOOTH SMITH, P.C.

/s/Joseph D. Thompson, III
Joseph D. Thompson, III, SC Bar No. 66580
40 Calhoun Street, Suite 550
Charleston, South Carolina 29401
Phone: 843.720.3469
Email: jthompson@hallboothsmith.com

Attorneys for Defendant

June 8, 2017
Charleston, South Carolina

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE 15TH JUDICIAL CIRCUIT**
COUNTY OF HORRY	)	**CASE NO.: 2016-CP-26-8032**
DANIEL ERIC KNIGHT,	)	
	)	
Plaintiff,	)	
	)	**DEFENDANT'S MOTION FOR**
v.	)	**RELIEF FROM JUDGMENT**
	)	**PURSUANT TO SCRCP 60**
PHILLIP RAY CAUSEY,	)	
	)	
Defendant.	)	
	)	

PLEASE TAKE NOTICE that Defendant Phillip Ray Causey, by and through his undersigned attorneys, hereby moves this Honorable Court for an Order pursuant to SCRCP 60 relieving Defendant Causey from the Order Granting Judgment filed by the Special Referee on May 30, 2017, granting judgment to the Plaintiff in the amount of $3,489,206.14. Defendant Causey submits that he should be relieved from the Order Granting Judgment on the grounds of (1) mistake, inadvertence, surprise, or excusable neglect and/or (2) that the judgment is void. See SCRCP 60(b)(1) and (4). Defendant Causey incorporates herein by reference all arguments submitted in the Defendant's Post Judgment Motions and Memorandum in Support filed on June 8, 2017 as well as any additional memorandum, affidavit, and any other materials in support of the subject Motion submitted at or prior to the time of a hearing on same.

This Motion is supported by the South Carolina Rules of Civil Procedure, applicable case law, Defendant's previously filed motion(s) and memoranda, any affidavits and/or additional memoranda submitted in support of the Motion and all arguments proffered at a hearing on this Motion and any other such materials the Court may receive at or prior to the time of a hearing.

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Respectfully Submitted,

HALL BOOTH SMITH, P.C.

/s/Joseph D. Thompson, III
Joseph D. Thompson, III, SC Bar No. 66580
40 Calhoun Street, Suite 550
Charleston, South Carolina 29401
Phone: 843.720.3469
Email: jthompson@hallboothsmith.com

Attorneys for Defendant

June 13, 2017

Charleston, South Carolina

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MEDICAL EXPENSES

Daniel Eric Knight

#	Provider/Dates of Service	Amount
1	Horry County Fire & Rescue 4/27/2016.	$880.00
2	Conway Medical Center 04/27/2016, 05/15/2016-05/29/2016, 06/08/2016, 06/20/2016, 07/08/2016-07/10/2016.	$146,472.71
3	Conway ER Physicians 04/27/2016, 05/15/2016.	$1,440.00
4	Carolina Radiology 04/27/2016, 05/15/2016, 05/16/2016, 05/18/2016, 05/19/2016, 05/20/2016, 05/21/2016, 05/23/2016.	$2,818.00
5	Clinical Pathology Consultants 04/27/2016, 05/15/2016, 05/16/2016, 05/17/2016, 05/18/2016, 05/19/2016, 05/20/2016, 05/21/2016, 05/22/2016, 05/23/2016, 05/24/2016, 05/25/2016, 06/08/2016, 06/20/2016, 07/08/2016, 07/09/2016.	$1,216.80
6	Conway Employee Pharmacy 04/27/2016, 04/29/2016, 05/29/2016, 06/08/2016, 06/20/2016, 07/18/2016, 09/19/2016, 12/19/2016.	$46.72
7	CPG Internal Medicine 04/28/2016, 05/18/2016, 05/19/2016, 05/20/2016, 05/21/2016, 05/22/2016, 05/24/2016, 05/25/2016, 06/03/2016, 06/16/2016, 07/18/2016, 10/18/2016.	$2,579.68
8	Associates in Surgery 05/15/2016, 05/23/2016, 06/01/2016, 06/07/2016, 06/16/2016, 06/22/2016, 06/27/2016, 06/29/2016, 07/06/2016, 07/08/2016, 07/12/2016, 07/26/2016, 08/02/2016, 08/11/2016, 04/04/2017.	$7,133.91
9	Conway CRNA Anesthesia Service 05/15/2016	$730.05
10	Conway Anesthesia 05/15/2016, 07/08/2016.	$3,040.00
11	Team Health/Hospital Physicians Services 05/15/2016, 05/18/2016, 05/22/2016, 5/26/2016.	$2,914.00
12	American Home Patient 05/24/2016.	$148.99
13	KCI USA Inc. 05/28/2016, 06/07/2016.	$3,510.10
14	Amedisys Home Health of Conway 05/30/2016-07/28/2016.	$3,749.46
15	Byrum Healthcare Centers 6/3/2016.	$454.34
	Total	$177,134.76

Horry County Fire Rescue

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA | 000000 | PICA

CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY / SEX
KNIGHT,DANIEL	09 26 1974 M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED
206 ECUM SCUM	Self [ ] Spouse [ ] Child [ ] Other [ ]
CITY / STATE	8. RESERVED FOR NUCC USE
CONWAY / SC	
ZIP CODE / TELEPHONE (Include Area Code)	
29527 / (330) 719-5830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 9/30/2016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL	15. OTHER DATE QUAL MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO
04 27 16 QUAL 431		
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. / 17b. NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO
CONWAY HOSPITAL		
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? [ ] YES [ ] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0

A. T14.90 B. T14.90 C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE / ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER
29569

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 04 27 16	04 27 16	41	Y	A0427	SH	AB	700.00	1		NPI	576000365 1700839370
2 04 27 16	04 27 16	41	Y	A0425	SH	AB	180.00	20		NPI	576000365 1700839370
3										NPI	
4										NPI	
5 3rd Notice										NPI	
6 EMERGENCY TRANSPORT TRANSPORTED FOR ADMISSION										NPI	

25. FEDERAL TAX I.D. NUMBER / SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
576000365 [ ] [X]	DHORR55554	[X] YES [ ] NO	$ 880.00	$ 0.00	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH #
HORRY COUNTY GOVERNMENT	FROM: PICK UP FROM SCENE S HWY 701,LORIS SC 29569 TO:CONWAY HOSPITAL 300 SINGLETON R,CONWAY SC 29526	(844) 292-2771 HORRY COUNTY GOVERNMENT HORRY COUNTY FIRE RESCUE PO BOX 603246 CHARLOTTE NC 28260-3246
SIG. 9/30/2016 DATE	a.	b. 1700839370 b. 576000365

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** APPROVED OMB-0938-1197 FORM 1500 (02-12)

Conway Medical Center

CONWAY HOSPITAL, INC	CONWAY HOSPITAL, INC	3a. PAT CNTL # VAF022433965	4 TYPE OF BILL
300 SINGLETON RIDGE RD	PO BOX 829	b. MED. REC. # M000175313	0131
CONWAY SC 295260829	CONWAY SC 29528	5 FED. TAX NO.	6 STATEMENT COVERS PERIOD FROM THROUGH
8433477111 8433470144		57 031438	042716 042716

8 PATIENT NAME		9 PATIENT ADDRESS			
KNIGHT,DANIEL ERIC		CONWAY	SC	29527	

10 BIRTHDATE	11 SEX	12 DATE	13 HR	14 TYPE	15 SRC	16 D HR	17 STAT	CONDITION CODES	29 ACDT STATE	30
09261974	M	042716	18	1	1	20	01	80 C5		

	31 CODE	31 OCCURRENCE DATE	32 CODE	32 OCCURRENCE DATE	33 CODE	33 OCCURRENCE DATE	34 CODE	34 OCCURRENCE DATE	35 CODE	35 OCCURRENCE SPAN FROM	THROUGH	36 CODE	36 OCCURRENCE SPAN FROM	THROUGH	37
a	01	042716													a
b															b

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	39 CODE	39 VALUE CODES AMOUNT	40 CODE	40 VALUE CODES AMOUNT	41 CODE	41 VALUE CODES AMOUNT
a	02	00080	0		81	0
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0255	OPTIRAY 320MG PER ML	Q9967		100	90000		1
2	0260	IV INF HYDRATION 31 Mn L	96360		1	34700		2
3	0260	IV INF HYDRATION;EA ADDL	96361		1	14000		3
4	0272	MED/SURG SUPPLY STERILE			2	16800		4
5	0300	VENIPUNCTURE	36415		1	2000		5
6	0300	COMP. METABOLIC PANEL	80053		1	34500		6
7	0300	LACTIC ACID	83605		1	8300		7
8	0300	CBC,with AUTO DIFF	85025		1	9500		8
9	0300	PT	85610		1	5600		9
10	0300	PTT	85730		1	6800		10
11	0300	ANTIBODY SCREEN, RBC-L	86850		1	5400		11
12	0300	BLOOD TYPING; ABO -L	86900		1	5600		12
13	0300	BLODD TYPING; RH -L-	86901		1	4400		13
14	0320	3D RENDER W/O POST PX PR	76376		1	16700		14
15	0351	CT BRAIN OR HEAD W/O CON	70450		1	173600		15
16	0352	CHEST WITH CONTRAST	71260		1	191100		16
17	0352	C-SPINE WITHOUT CONTRAST	72125		1	163200		17
18	0352	CT ABDOMEN/PELVIS IV ONL	74177		1	398300		18
19	0450	EMERGENCY DEPT VISIT LVL	99284			94500		19
20	0683	TRAUMA ACTIVATION W/O CC			1	393800		20
21								21
22								22
23	0001	PAGE 1 OF 1		CREATION DATE 062116		TOTALS 1668800	00	23

50 PAYER NAME	51 HEALTH PLAN ID	52 REL INFO	53 ASG BEN	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI 1134172000

[redacted]

A	S13.4XXA	S20.219A	S30.1XXA	S60.519A	R51.9						
B	I	J	K	L	M	N	O	P	Q		
C											

67 ADMIT DX	R109	70 PATIENT REASON DX	a	b	c	71 PPS CODE	72 ECI	V4940XA	Y929	10	c	76

74 PRINCIPAL PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE	75	76 ATTENDING NPI 1942206826	QUAL 1G	OTH000
							LAST DESALVO	FIRST MATTHEW	

c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE	77 OPERATING	NPI	QUAL	
						LAST		FIRST	

80 REMARKS				78 OTHER	NPI	QUAL	
	b			LAST		FIRST	
	c			79 OTHER	NPI	QUAL	
	d			LAST		FIRST	

08-04 CMS-1450 APPROVED OMB 0938-0997 NUBC UC9213257 FormFast, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

5A4D43B46E10429588C8, KNIGHT, 687

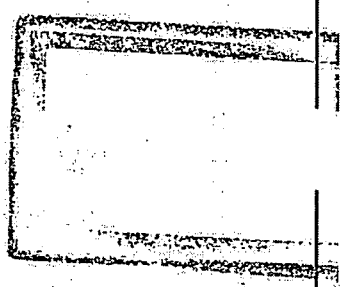
V00006905806, KNIGHT,DANIEL ERIC

ACCT: V00006905806

KNIGHT,DANIEL ERIC	KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE	206 ECUM CECUM DRIVE
CONWAY, SC 29527	CONWAY, SC 29527
(330)719-5830 (H)	(330)719-5830 (H)
NO EMAIL	

41 M	ADM/SER: 04/27/16	UR CHG:	0	PLAD	16688.00 05/03/16
ER	DISCHARGE: 04/27/16	AR CHG:	16688.00	SEPA	-50.00 05/03/16
FB 05/03/16	LST STMT:	BALANCE:	16638.00		

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
0013950	DUAL STELLANT SYRINGE	2	168.00
0014481	OPTIRAY 320MG PER ML	100	900.00
3787403	EMERGENCY DEPT VISIT LVL 4	1	945.00
3789181	IV INF HYDRATION 31 Mn to 1 Hr	1	347.00
3789182	IV INF HYDRATION;EA ADDL HR	1	140.00
3789649	TRAUMA ACTIVATION W/O CC	1	3938.00
4044021	LACTIC ACID	1	83.00
4046244	VENIPUNCTURE	1	20.00
4046357	COMP. METABOLIC PANEL	1	345.00
4065221	CBC with AUTO DIFF	1	95.00
4066004	PTT	1	68.00
4066020	PT	1	56.00
4088001	ANTIBODY SCREEN RBC-L	1	54.00
4088002	BLOOD TYPING; ABO -L	1	56.00
4088003	BLOOD TYPING; RH -L-	1	44.00
4230112	CT BRAIN OR HEAD W/O CONTRAST	1	1736.00
4230119	CHEST WITH CONTRAST	1	1911.00
4230210	C-SPINE WITHOUT CONTRAS	1	1632.00
4234565	3D RENDER W/O POST PX PROCESS	1	167.00
4234621	CT ABDOMEN/PELVIS IV ONLY	1	3983.00



5A4D43B46E10429588C8, KNIGHT, 688

CONWAY HOSPITAL, INC	CONWAY HOSPITAL, INC	a PAT CNTL # VAF022434641	4 TYPE OF BILL 0111
300 SINGLETON RIDGE RD	PO BOX 829	b MED. REC. # M000175313	
CONWAY SC 295260829	CONWAY SC 29528	5 FED. TAX NO. 57 0314381	6 STATEMENT COVERS PERIOD FROM 051516 THROUGH 052916
8433477111 8433470144			7

8 PATIENT NAME a.	9 PATIENT ADDRESS a 206 ECUM CECUM DRIVE		
b KNIGHT,DANIEL ERIC	b CONWAY	SC	29527

10 BIRTHDATE	11 SEX	ADMISSION 12 DATE	13 HR	14 TYPE	15 SRC	16 D HR	17 STAT	CONDITION CODES 18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
09261974	M	051516	11	1	1	12	06	80	C5											

	31 CODE	31 OCCURRENCE DATE	32 CODE	32 OCCURRENCE DATE	33 CODE	33 OCCURRENCE DATE	34 CODE	34 OCCURRENCE DATE	35 CODE	35 OCCURRENCE SPAN FROM	THROUGH	36 CODE	36 OCCURRENCE SPAN FROM	THROUGH	37	
a	11	051416														a
b																b

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	39 CODE	39 VALUE CODES AMOUNT	40 CODE	40 VALUE CODES AMOUNT	41 CODE	41 VALUE CODES AMOUNT
a	02	00080		14	B1	0
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0119	SURG ROOM AND BOARD MONI	1653.00		8	1322400		1
2	0200	INTENSIVE CARE R&B MONIT	2288.00		5	1144000		2
3	0206	PROGRESSIVE CARE R&B MON	1920.00		1	192000		3
4	0250	PHARMACY GENERAL			65	274150		4
5	0255	OPTIRAY 320MG PER ML	Q9967		100	90000		5
6	0258	PHARMACY IV SOLUTIONS			50	324980		6
7	0270	CHLORAPREP 26ML			10	238200		7
8	0271	URINAL, MALE			41	201400		8
9	0272	MED/SURG SUPPLY STERILE			169	1017600		9
10	0272	MED/SURG SUPPLY STERILE	A6260		1	3300		10
11	0278	SUTURE Z880G			3	36300		11
12	0300	VENIPUNCTURE	36415		11	22000		12
13	0300	ARTERIAL PUNCTURE	36600		2	79000		13
14	0300	BASIC META PANEL	80048		5	112500		14
15	0300	COMP. METABOLIC PANEL	80053		6	207000		15
16	0300	ACETAMINOPHEN	80302		1	10800		16
17	0300	CARBON MONUX QUANT	82375		2	8400		17
18	0300	BLOOD GAS	82803			45800		18
19	0300	BLOOD O2 SATURATION	82805			36400		19
20	0300	HEMO METHEMOGLOBIN QUANT	83050			6600		20
21	0300	LIPASE	83690		1	5700		21
22	0300	MAGNESIUM	83735		5	38000		22
23		PAGE 1 OF 4		CREATION DATE 062116		TOTALS		23

50 PAYER NAME	51 HEALTH PLAN ID	52 REL INFO	53 ASG. BEN.	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI 1134172000

[redacted]

b	S36438AYK658	MS27329AY	J9601	NN179	NK552	YI9589	NE440	YE8409	Y	66
c	0F419 YE860	YE876	NE879	NR709	YR749	NF329	YE86P	YR501	Y	
69 ADMIT DX	S36539A	70 PATIENT REASON DX a	b	c	71 PPS CODE 0957	72 ECI Y92239	V892XXA	Y929		86

74 PRINCIPAL PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE	75
0DB80ZZ	051516	0D1B0Z4	051516			
c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE	

76 ATTENDING	NPI 1326126301	QUAL 1GM77713	
LAST RIMKUS	FIRST GILBERTAS		
77 OPERATING	NPI 1326126301	QUAL 1GM77713	
LAST RIMKUS	FIRST GILBERTAS		
78 OTHER	NPI	QUAL	
LAST	FIRST		
78 OTHER	NPI	QUAL	
LAST	FIRST		

80 REMARKS

UB-04 CMS-1450 APPROVED OMB 0938-0997 NUBC UC9213257 FormFast, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF:

5A4D43B46E10429588C8, KNIGHT, 689

CONWAY HOSPITAL, INC	CONWAY HOSPITAL, INC	1a. PAT. CNTL # VAF022434641	4 TYPE OF BILL
300 SINGLETON RIDGE RD	PO BOX 829	b. MED. REC. # M000175313	0111
CONWAY SC 295260829	CONWAY SC 29528	5 FED. TAX NO.	6 STATEMENT COVERS PERIOD FROM THROUGH 7
8433477111 8433470144		57 0314381	051516 052916

8 PATIENT NAME		9 PATIENT ADDRESS			
KNIGHT,DANIEL ERIC		CONWAY		SC	29527

10 BIRTHDATE	11 SEX	12 DATE	ADMISSION 13 HR	14 TYPE	15 SRC	16 D HR	17 STAT	18	19	20	21	22	23	24	25	26	27	28	CONDITION CODES	29 ACDT STATE	30
09261974	M	051516	11	1	1	12	06	80	C5												

	31 CODE	31 OCCURRENCE DATE	32 CODE	32 OCCURRENCE DATE	33 CODE	33 OCCURRENCE DATE	34 CODE	34 OCCURRENCE DATE	35 CODE	35 OCCURRENCE SPAN FROM	THROUGH	36 CODE	36 OCCURRENCE SPAN FROM	THROUGH	37
a	11	051416													a
b															b

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	38 CODE	38 VALUE CODES AMOUNT	39 CODE	39 VALUE CODES AMOUNT	41 CODE	41 VALUE CODES AMOUNT
a	02	00080	14		81	0
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0300	PHOSPHORUS	84100		3	20400		1
2	0300	MANUAL DIFF	85007		3	27300		2
3	0300	BLOOD CT.HEMO.	85018		2	6600		3
4	0300	CBC with AUTO DIFF	85025		8	76000		4
5	0300	CBC W/O DIFF	85027		3	18300		5
6	0300	ANTIBODY SCREEN, RBC-L	86850		1	5400		6
7	0300	BLOOD TYPING; ABO -L	86900		1	5600		7
8	0300	BLOOD TYPING; RH -L	86901		1	4400		8
9	0310	LEVEL V, SURGICAL PATH	88307		1	31100		9
10	0324	PORT CHEST 1 VIEW	71010		5	118800		10
11	0352	CT CHEST WITHOUT CONTRAS	71250		1	140200		11
12	0352	CT ABDOMEN WITHOUT CONTR	74150		1	140200		12
13	0352	CT ABDOMEN/PELVIS W/ CON	74177		1	398300		13
14	0360	LEVEL III 2 HR AH			1	737500		14
15	0370	ANESTH LEVEL 1 FIRST 30			7	248300		15
16	0410	VENTILATION ASSIST FIRST	94002		1	111200		16
17	0410	INITIAL HAND HELD NEBUL	94640			25000		17
18	0410	HAND HELD NEBULIZER TX	9454076			975000		18
19	0410	INITIAL CPAP	94660			97200		19
20	0410	CHEST WALL OSCILLATION	94669		1	49400		20
21	0420	THERAPEUTIC EX EA 15MIN	97110GP		1	11400		21
22	0420	GAIT TRAINING 15 MIN	97116GP			74200		22
23		PAGE 2 OF 4	CREATION DATE 052116			TOTALS		23

50 PAYER NAME	51 HEALTH PLAN ID	52 REL	53 ASG	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI	134172000
[redacted]							

A	S36.438A	K65.8	S27.329A	J96.01	N17.9	K55.9	I95.89	E44.0	E88.09	58
B	F41.9	E86.0	E87.6	E87.79	R73.09	R74.8	F32.9	E86.0	R55	59
C										60

60 ADMIT DX	S36539A	70 PATIENT REASON DX	a	b	c	71 PPS CODE	0957	72 ECI	K92239	V89.2XXA	Y92.0	76

74 PRINCIPAL PROCEDURE CODE	DATE	a OTHER PROCEDURE CODE	DATE	b OTHER PROCEDURE CODE	DATE	75
0DB80ZZ	051516	0D1B0Z4	051516			

c OTHER PROCEDURE CODE	DATE	d OTHER PROCEDURE CODE	DATE	e OTHER PROCEDURE CODE	DATE

80 REMARKS		
	a	
	b	
	c	
	d	

76 ATTENDING	NPI 1326126301	QUAL	1GM77713
LAST RIMKUS		FIRST	GILBERTAS
77 OPERATING	NPI 1326126301	QUAL	1GM77713
LAST RIMKUS		FIRST	GILBERTAS
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

UB-04 CMS-1450 APPROVED OMB 0938-0997 NUBC UCS213257 FormFast, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

5A4D43B46E10429588C8, KNIGHT, 690

CONWAY HOSPITAL, INC	CONWAY HOSPITAL, INC	3a. PAT CNTL # VAF022434641	4. TYPE OF BILL 0111
300 SINGLETON RIDGE RD	PO BOX 829	b. MED. REC. # M00017531 3	
CONWAY SC 295260829	CONWAY SC 29528	5 FED. TAX NO. 57 0314381	6 STATEMENT COVERS PERIOD FROM 051516 THROUGH 052916
8433477111 8433470144			7

8 PATIENT NAME	9 PATIENT ADDRESS
a KNIGHT,DANIEL ERIC	a 206 ECUM CECUM DRIVE
	b CONWAY c SC d 29527 e

10 BIRTHDATE	11 SEX	12 DATE	ADMISSION 13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	18	19	20	21	CONDITION CODES 22	23	24	25	26	27	28	29 ACDT STATE	30
09261974	M	051516	11	1	1	12	06	80	C5											

31 CODE	31 OCCURRENCE DATE	32 CODE	32 OCCURRENCE DATE	33 CODE	33 OCCURRENCE DATE	34 CODE	34 OCCURRENCE DATE	35 CODE	35 OCCURRENCE SPAN FROM	THROUGH	36 CODE	36 OCCURRENCE SPAN FROM	THROUGH	37
a 11	051416													a
b														b

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	39 CODE	39 VALUE CODES AMOUNT	40 CODE	40 VALUE CODES AMOUNT	41 CODE	41 VALUE CODES AMOUNT
a	02	00080	14		81	0
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49	
1	0420	THER ACT DIRECT - PER 15	97530GP		1	10700			1
2	0424	PT EVALUATION INITTAL	97001GP		1	21700			2
3	0450	EMERGENCY DEPT VISIT LVL	99285		1	147500			3
4	0460	PULSE OXIMETRY SINGLE DE	94760		3	9900			4
5	0460	CO2 EXPIRED GAS DETERMIN	94770		1	77600			5
6	0636	PANTOPRAZOLE SOD 40MG VI	C9113		6	15450			6
7	0636	BUPIVACAINE LIPOSOMAL 20	C9290		2	237650			7
8	0636	SUCCINYLCHOLIN 200MG/10M	J0330		1	10700			8
9	0636	CEFAZOLIN SODIUM 1GM VIA	J0690		25	155000			9
10	0636	HYDROMORPHONE HCL 1MG/1M	J1170		41	77900			10
11	0636	FLRSTCK ERTAPENEM 1GM/NS	J1335		7	267254			11
12	0636	FLUCONAZOLE 200MG/100ML	J1450		7	80850			12
13	0636	ENOXAPARIN SOD 40MG/0.4M	J1650		10	131050			13
14	0636	KETOROLAC TROMETHAMINE/3	J1885		4	10000			14
15	0636	FUROSEMIDE 40MG/4ML VIAL	J1940		11	28611			15
16	0636	MIDAZOLAM HCL 2MG/2ML VI	J2250		2	3800			16
17	0636	MORPHINE SUL 4MG/ML SYR	J2270		6	11400			17
18	0636	PHENYLEPHRINE HCL 10MG/M	J2370			5200			18
19	0636	ONDANSETRON HCL 2MG/ML V	J2405			2500			19
20	0636	PROPOFOL 10MG/ML 20ML VI	J2704			2890			20
21	0636	METHYLPREDNISOLONE SOD 4	J2920		6	15000			21
22	0636	FENTENYL CITRATE INJ 50M	J3010		1	1900			22
23		PAGE 3 OF 4	CREATION DATE 052116		TOTALS				23

[redacted]

A	S36738A	K658	S2739A	J9601	N179	K559	I9589	E440
B	E809							
C								
A	F419	E860	E876	E8779	R730	R74N	F329	E86P
B	R5E1							
C								

69 ADMIT DX	70 PATIENT REASON DX	a	b	c	71 PPS CODE	72 ECI				
S36539A					0957	V9229	V893XXA	Y929		76

A PRINCIPAL PROCEDURE CODE	DATE	B OTHER PROCEDURE CODE	DATE	C OTHER PROCEDURE CODE	DATE	75
0DB80ZZ	051516	0D1B0Z4	051516			

D OTHER PROCEDURE CODE	DATE	E OTHER PROCEDURE CODE	DATE	F OTHER PROCEDURE CODE	DATE

80 REMARKS	BLOCK
	a
	b
	c
	d

76 ATTENDING	NPI 1326126301	QUAL 1GM77713	
LAST RIMKUS		FIRST GILBERTAS	
77 OPERATING	NPI 1326126301	QUAL 1GM77713	
LAST RIMKUS		FIRST GILBERTAS	
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

08-04 CMS-1450 APPROVED OMB 0938-0997 NUBC LIC9213257 FormFast, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

5A4D43B46E10429588C8, KNIGHT, 691

CONWAY HOSPITAL, INC	CONWAY HOSPITAL, INC	3a. PAT CNTL # VAF022434641	4 TYPE OF BILL 0111
300 SINGLETON RIDGE RD	PO BOX 829	b. MED REC # M00175313	
CONWAY SC 295260829	CONWAY SC 29528	5 FED. TAX NO.	6 STATEMENT COVERS PERIOD FROM THROUGH 7
8433477111 8433470144		57 0314381051516	052916

8 PATIENT NAME	9 PATIENT ADDRESS
a KNIGHT, DANIEL ERIC	a 206 ECUM CECUM DRIVE
	b CONWAY
	c SC 29527

10 BIRTHDATE	11 SEX	12 DATE	ADMISSION HR	14 TYPE	15 SRC	16 DHR	17 STAT	18	19	20	21	CONDITION CODES 22	23	24	25	26	27	28	28 ACDT STATE	30
09261974	M	051516	11	1	1	12	06	80	C5											

31 CODE	OCCURRENCE DATE	32 CODE	OCCURRENCE DATE	33 CODE	OCCURRENCE DATE	34 CODE	OCCURRENCE DATE	35 CODE	OCCURRENCE SPAN FROM THROUGH	36 CODE	OCCURRENCE SPAN FROM THROUGH	37
a 11	051416											
b												

KNIGHT, DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	39 CODE	VALUE CODES AMOUNT	40 CODE	VALUE CODES AMOUNT	41 CODE	VALUE CODES AMOUNT
a	02	00080	14		81	0
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0636	POTASSIUM CHLORIDE 10MEQ	J3480		2	17902		1
2	0636	7983-09 0.9% SOD CL. IV.	J7030		5	14500		2
3	0636	ALBUMIN HUMAN 25% 100ML	P9046		5	188431		3
4	0637	SELF ADMINISTERED DRUGS	A9270GY		110	138285		4
5	0761	OUTPATIENT NEW PATIENT L	99205		1	61500		5
6	0920	MSK PVR &/OR BLDR CAP VI	51798		1	20800		6
7								7
8								8
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10								10
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16								16
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19								19
20								20
21								21
22								22
23	0001	PAGE 4 OF 4	CREATION DATE	062116	TOTALS	10504312	00	23

A [redacted] A
B B
C C
A A
B B
C C
A A
B B
C C

A	S36738A	K658	S27329A	J9601	N179	NK559	MI9589	NE440	NE8409
B	F419	E860	E876	E8779	R730	R748	F329	E862	R581
C									

66 ADMIT DX	PRINCIPAL PROCEDURE CODE	DATE	70 PATIENT REASON DX a	b	c	71 PPS Code	0957	72 ECI	V922a9	V892XXA	Y920	26
S36539A	0DB80ZZ	051516	0D1B0Z4	051516								

74 OTHER PROCEDURE CODE	DATE	c. OTHER PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE	75

e. OTHER PROCEDURE CODE	DATE	f. OTHER PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE

76 ATTENDING	NPI 1326126301	QUAL 1GM77713
LAST RIMKUS	FIRST GILBERTAS	
77 OPERATING	NPI 1326126301	QUAL 1GM77713
LAST RIMKUS	FIRST GILBERTAS	
78 OTHER	NPI	QUAL
LAST	FIRST	
79 OTHER	NPI	QUAL
LAST	FIRST	

80 REMARKS

81CC	
a	
b	
c	
d	

08-04 CMS-1450 APPROVED OMB 0938-0997 NUBC UC9213257 FormFast, INC

THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

5A4D43B46E10429588C8, KNIGHT, 692

V00006912886 KNIGHT,DANIEL ERIC

ACCT: V00006912886
KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)
NO EMAIL

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)

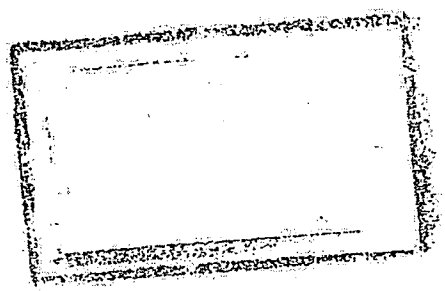
41 M
IP
FB 06/17/16

ADM/SER: 05/15/16
DISCHARGE: 05/29/16
LST STMT:

UR CHG: 0
AR CHG: 105043.12
BALANCE: 105043.12

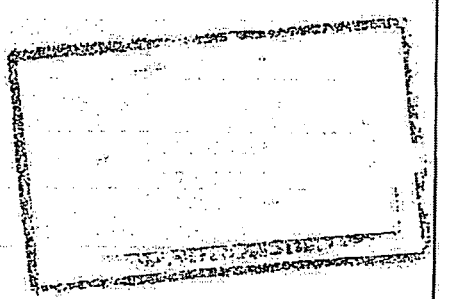
[redacted]

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
0000020	SUTURE 4-0 VICRYL PS-2 J426H	2	76.00
0000127	SUTURE 2-0 MONO FS-1 664H	1	25.00
0000151	SUTURE 3-0 SILK CR-8 SH C003	1	71.00
0000561	DRESSING MEDIUM	3	666.00
0002541	KIT CANISTER VAC GEL	2	496.00
0002659	DRESSING SMALL WOUND	1	195.00
0005924	SUTURE Z880G	2	66.00
0006749	LIGASURE SHORT ATLAS	1	1352.00
0007287	SENSOR ANESTHESIA	1	84.00
0009029	STAT LOCK W/CL ADULT 2N9220K	2	72.00
0009155	SPRAY SKIN CARE M3346	2	98.00
0009714	KIT ORAL HYG - CLEAN & SUCTION	1	107.00
0009929	DRESSING THIN 4X4	2	44.00
0009930	WOUND CLEANSER SPRAY	1	33.00
0010008	CUTTER RELOADS	2	602.00
0010010	CUTTER	1	555.00
0010322	ACAPELLA GREEN ADULT	1	201.00
0010680	ANTIFUNGAL POWDER	1	44.00
0011010	PRO-STAT 101	11	0
0011383	GLOVE ESTEEM 7	2	0
0012089	SLEEVE COMP CALF REG	1	90.00
0012210	CHLORAPREP 26ML	1	0
0013375	CALAZIME PASTE	3	114.00
0013950	DUAL STELLANT SYRINGE	1	84.00
0014481	OPTIRAY 320MG PER ML	100	900.00
0015235	AIRWAY ADAPTER	1	50.00
0022460	CHLORHEXIDINE 2% WIPE 3PK	1	0
3220034	SURG ROOM AND BOARD MONITORED	8	13224.00
3311000	PROGRESSIVE CARE R&B MONITORED	1	1920.00
3410064	INTENSIVE CARE R&B MONITORED	5	11440.00
3419033	MSR PVR &/OR BLDR CAP VIA US	1	208.00
3601506	LEVEL III 2 HR AH	1	7375.00
3720086	TRAYFOLEY16F899716BARD	1	102.00
3750056	BAG CLOSED U-D TRAV	1	84.00
3750399	CATHETER PROTECTIV* IV	3	87.00
3750403	CATHETER PROTECTIV* IV	1	30.00
3750509	POWDER STOMAHESIVE 255	1	44.00
3750518	COLOSTOMY CLAMP 7324	2	222.00
3750595	STAPLER WIDE	1	88.00
3750607	UNDERPADS LGE	1	0
3750697	ELECTRODE ADULT ECG	1	29.00
3750744	EXTRACTOR STAPLE	1	65.00



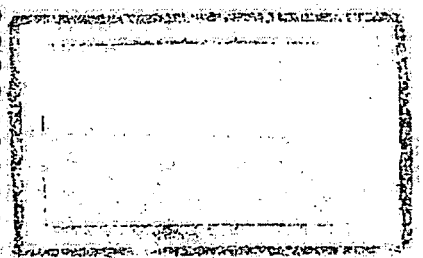
5A4D43B46E10429588C8, KNIGHT, 693

3750823	GLOVES SUR.ULTRADERM 7	1	0
3750882	HANDLE POOLE SUCTION	1	31.00
3750889	HANDLE YANKAURE	1	0
3750898	HEMOVAC 1500	1	351.00
3751213	OR DISPOSABLE 9510C	1	0
3751417	TRAYS SUTURE REMOVA	3	87.00
3751422	SET SECONDARY BAXTER	20	580.00
3751637	SODIUM CHLORIDE IRRIGAT 1000ML	7	231.00
3751700	SPONGE LAP X-RAY	1	65.00
3752070	SYRINGE IRRIGAT BULB	1	0
3752218	TUBE CONNECTING 6490	3	90.00
3752262	TRAY SALEM SUMP W/VALV	1	65.00
3752353	URINAL MALE	3	0
3752681	OP-SITE DRESS. 64975	4	48.00
3752682	OP-SITE DRESS. 64290	2	24.00
3752856	SET PRIMARY PLUM CONV.P	16	1200.00
3752970	GRADUATE DISP. 10675	2	58.00
3752981	DRAIN J-VAC 2183	1	246.00
3753062	BANDAGE KLING 2#	2	40.00
3753072	TUBE ENDO 8.0 86053	1	57.00
3753087	LINER MEDIVAC 1500CC	3	255.00
3753208	OSTOMY SKIN BARRIER 37	1	23.00
3753215	OSTOMY PASTE 7930	1	85.00
3753366	CATHETER PROTECTIV* IV	5	145.00
3753373	LINER SUC 3000ML	4	100.00
3753510	DRESSING POST-OP 27180	3	87.00
3753604	RESUSCIATOR ADULT W/.A	1	0
3753662	BELT ADJUSTABLE OSTOMY	1	297.00
3753682	POUCH UROSTOMY 1 3/4IN	1	161.00
3753693	POUCH DRAIN 1 3/4IN FL	1	112.00
3753694	WAFER SKIN 1 3/4IN FLA	10	300.00
3753703	COMFOR-TREDS ADULT	1	0
3753746	CREAM PROMISE WASH	1	0
3753797	PACK PLUS MAJOR ABD	1	0
3753874	KIT SUCT.CATH 22056 24	0	0
3753905	CATHETER PROTECTIV * I	2	58.00
3753919	WASHCLOTH PROMISE 6460	2	0
3753992	INDICATOR TEMPERATURE	1	0
3754037	SET BLOOD ADMIN.	1	84.00
3754097	CIRCUIT & MASK ANESTH	1	98.00
3754188	BANDAGE KERLIX 6715	3	66.00
3755083	CUFFADLT LONG BP(55251	1	0
3755164	KIT IV PREP 220840	6	0
3755236	KIT MOUTH CARE	1	0
3755255	NASAL CANNULA TUBING O	3	75.00
3755301	GLOVES NEOLON SIZE 7	3	0
3756136	SET EXT. ANESTHESIA 46	1	43.00
3756406	WAFER 1 3/4 FLANGE 0225	1	39.00
3756537	OINTMENT ALOE VESTA PR	1	0
3756630	SPIROMETER INCENTIVE	1	44.00
3757001	SET EXTENSION 11572	8	200.00
3757019	BLANKET WARMING	1	0
3757277	MASK O2 3 N 1	1	25.00
3757280	MASK VENTURI ADULT	1	25.00
3757285	HUMIDIFIER BUBBLE	2	50.00
3757298	OXISENSOR ADULT	3	336.00
3757353	GLOVE NEOLON SIZE 7 1/2	1	0
3759193	E.T.TUBE HOLDER	1	30.00
3759791	ENLIVELIQUID NUTRITION	1	0
3771571	15421-14 0.9% SOD.CL.50	1	31.00

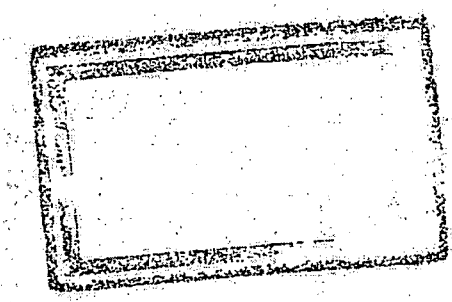


5A4D43B46E10429588C8, KNIGHT, 694

3771572	15421-26 0.9% SOD.CL.100	3	93.00
3771575	7983-03 0.9% SOD.CL.500	3	87.00
3771577	7983-09 0.9% SOD.CL.1L	5	145.00
3771587	7953-09 LACT. RING 1L	12	348.00
3787404	EMERGENCY DEPT VISIT LVL 5	1	1475.00
4016049	GLUCOSE BEDSIDE NURSE	21	0
4045726	PHOSPHORUS	3	204.00
4046206	MAGNESIUM	5	380.00
4046231	BASIC META PANEL	5	1125.00
4046242	ACETAMINOPHEN	1	108.00
4046244	VENIPUNCTURE	11	220.00
4046357	COMP. METABOLIC PANEL	6	2070.00
4046428	LIPASE	1	57.00
4058307	LEVEL V SURGICAL PATH	1	311.00
4065221	CBC with AUTO DIFF	8	760.00
4065298	MANUAL DIFF	3	273.00
4065470	CBC W/O DIFF	3	183.00
4088001	ANTIBODY SCREEN RBC-L	1	54.00
4088002	BLOOD TYPING; ABO -L	1	56.00
4088003	BLOOD TYPING; RH -L-	1	44.00
4230118	CT CHEST WITHOUT CONTRAST	1	1402.00
4230121	CT ABDOMEN WITHOUT CONTRAST	1	1402.00
4240009	PORT CHEST 1 VIEW	6	1188.00
4247027	CT ABDOMEN/PELVIS W/ CONTRAST	1	3983.00
4300172	BUPIVACAINE 0.25% 30ML VIAL	0	0
4300223	CEFAZOLIN SODIUM 1GM VIAL	25	1550.00
4300557	FLUCONAZOLE 200MG/100ML BAG	7	808.50
4300568	FLUOXETINE HCL 20MG CAP	11	110.11
4300579	FUROSEMIDE 40MG/4ML VIAL	11	286.11
4300631	SALINE FLUSH PER PROTOCOL	7	175.00
4300776	LIDOCAINE HCI 50MG/5ML INJ	1	25.00
4300900	METRONIDAZOLE 500MG PREMIX IV	25	2162.00
4300911	MIDAZOLAM HCL 2MG/2ML VIAL	2	38.00
4300929	MORPHINE SUL 4MG/ML SYR	6	114.00
4301103	PHENYLEPHRINE HCL 10MG/ML VIAL	1	52.00
4301265	SIMETHICONE 80MG TAB	3	24.00
4301282	SODIUM CHLORIDE 0.9% 50ML MINI	31	2690.80
4301307	SUCCINYLCHOLIN 200MG/10ML VIAL	1	107.09
4301587	ONDANSETRON HCL 2MG/ML VIAL	1	25.00
4301618	PAROXETINE HCI 20MG	1	10.24
4301627	ROCURONIUM BROMIDE 10MG	1	38.50
4301697	KETOROLAC TROMETHAMINE/30MG	4	100.00
4301980	MAG. HYDROX-AL HYDROX S	6	48.00
4301981	OXYCODONE HCL 5MG TAB.	59	796.50
4301987	ENOXAPARIN SOD 40MG/0.4ML SYR	10	1310.50
4302070	FENTENYL CITRATE INJ 50MCG/ML	1	19.00
4302173	METHYLPREDNISOLONE SOD 40MG IN	6	150.00
4302199	PROPOFOL 10MG/ML 20ML VIAL	1	28.90
4302212	PANTOPRAZOLE SOD 40MG VIAL	6	154.50
4302335	POTASSIUM CHLORIDE 10MEQ BAG	2	179.02
4302365	POTASSIUM CHLORIDE 20MEQ TAB	2	16.00
4305019	GASTROGRAFFIN 120ML BOTTLE	1	0
4305089	ERTAPENEM SODIUM 1GM VIAL	6	2261.04
4305100	FLRSTCK ERTAPENEM 1GM/NS 50ML	1	411.50
4305127	HYDROMORPHONE HCL 1MG/1ML INJ	41	779.00
4305221	ALBUMIN HUMAN 25% 100ML VIAL	5	1884.31
4305279	DAKINS SOLUTION 0.125%	0	0
4305311	HYDROCODONE/APAP 5MG/325MG TAB	28	378.00
4305349	BUPIVACAINE LIPOSOMAL 20ML VL	2	2376.50
4305430	ALBUTEROL/IPRATROPIUM 3ML NEB	31	341.00



4352000	ANESTH LEVEL I FIRST 30 MIN	1	689.00
4352001	ANESTH LEVEL I EACH ADD 15 MIN	6	1794.00
4369110	VENTILATION ASSIST FIRST DAY	1	1112.00
4369136	OXYGEN - PER DAY	7	2338.00
4369228	INITIAL CPAP	1	523.00
4369229	HIGHFLOW/OXYHOOD INITIAL	1	377.00
4369230	HIGH FLOW/OXYHOOD PER DAY	2	466.00
4369232	CPAP/DAY	1	449.00
4369234	INITIAL HAND HELD NEBUL	1	250.00
4369235	HAND HELD NEBULIZER TX. SUBSEQ	39	9750.00
4369281	CHEST WALL OSCILLATION	1	494.00
4370047	THER ACT DIRECT - PER 15 MIN	1	107.00
4378863	THERAPEUTIC EX EA 15MIN	1	114.00
4378875	GAIT TRAINING 15 MIN	7	742.00
4378905	PT EVALUATION INITIAL	1	217.00
4389062	BLOOD GAS	2	458.00
4389064	BLOOD O2 SATURATION	2	364.00
4389078	PULSE OXIMETRY SINGLE DETERM	3	99.00
4389314	BLOOD CT.HEMO.	2	66.00
4389315	HEMO METHEMOGLOBIN QUANT	2	66.00
4389316	CARBON MONUX.QUANT	2	84.00
4389414	ARTERIAL PUNCTURE	2	790.00
4389419	CO2 EXPIRED GAS DETERMINATION	1	776.00
6010004	OUTPATIENT NEW PATIENT LEVEL 5	1	615.00
			105043.12



5A4D43B46E10429588C8, KNIGHT, 696

1 CONWAY HOSPITAL, INC 300 SINGLETON RIDGE RD CONWAY SC 295260829 8433477111 8433470144	2 CONWAY HOSPITAL, INC PO BOX 829 CONWAY SC 29528	3a. PAT. CNTL #: VAF022434658 3b. MED. REC. #: M000175315	4 TYPE OF BILL: 0131
		5 FED. TAX NO.: 57 0314381	6 STATEMENT COVERS PERIOD: FROM 060816 THROUGH 060816

| | | |

V00006922463 KNIGHT,DANIEL ERIC

ACCT: V00006922463
KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)
NO EMAIL

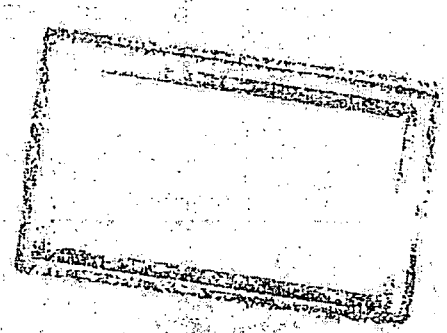
KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)

41 M
OP
FB 06/14/16

ADM/SER: 06/08/16
DISCHARGE:
LST STMT:

UR CHG: 0
AR CHG: 440.00
BALANCE: 440.00

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
4046357	COMP. METABOLIC PANEL	1	345.00
4065221	CBC with AUTO DIFF	1	95.00
			440.00



5A4D43B46E10429588C8, KNIGHT, 698

1 CONWAY HOSPITAL, INC 300 SINGLETON RIDGE RD CONWAY SC 295260829 8433477111 8433470144	2 CONWAY HOSPITAL, INC PO BOX 829 CONWAY SC 29528	3a PAT CNTL # VAF022799704 b MED. REC. # M000175313	4 TYPE OF BILL 0131
		5 FED. TAX NO. 57 0314381	6 STATEMENT COVERS PERIOD FROM 062016 THROUGH 062016

8 PATIENT NAME	9 PATIENT ADDRESS				
a KNIGHT,DANIEL ERIC	a 206 ECUM CECUM DRIVE	b CONWAY	c SC	d 29527	e

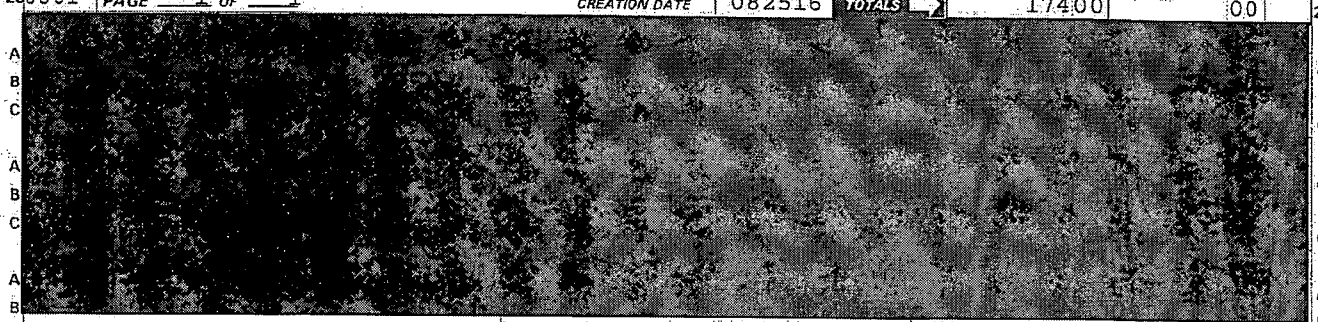
10 BIRTHDATE	11 SEX	12 ADMISSION DATE	13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	18	19	20	21	CONDITION CODES 22	23	24	25	26	27	28	29 ACDT STATE	30
09261974	M	062016	12	3	1		01	80	C5											

	31 CODE	31 OCCURRENCE DATE	32 CODE	32 OCCURRENCE DATE	33 CODE	33 OCCURRENCE DATE	34 CODE	34 OCCURRENCE DATE	35 CODE	35 OCCURRENCE SPAN FROM	THROUGH	36 CODE	36 OCCURRENCE SPAN FROM	THROUGH	37
a	11	062016													
b															

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	39 CODE	39 VALUE CODES AMOUNT	40 CODE	40 VALUE CODES AMOUNT	41 CODE	41 VALUE CODES AMOUNT
a	02	00080	80	0	81	0
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0300	HEPATIC PANEL	80076		1	17400		
2								
3								
4								
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22								
23	0001	PAGE 1 OF 1	CREATION DATE	082516	TOTALS	17400	00	



A	Z9327	A	B	C	D	E	F	G	H	66
B	I	J	K	L	M	N	O	P	Q	

69 ADMIT DX	Z9327	70 PATIENT REASON DX	a	b	c	71 PPS CODE	72 ECI	a	b	c	73

74 PRINCIPAL PROCEDURE CODE	DATE	b. OTHER PROCEDURE CODE	DATE	c. OTHER PROCEDURE CODE	DATE	75
e. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	f. OTHER PROCEDURE CODE	DATE	

76 ATTENDING	NPI 1326126301	QUAL 1G	M77713
LAST RIMKUS		FIRST GILBERTAS	
77 OPERATING	NPI	QUAL	
LAST		FIRST	
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

80 REMARKS

	BTCC			
a				
b				
c				
d				

UB-04 CMS-1450 APPROVED OMB 0938-0997 NUBC UC9213257 FormFast, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

V00006926648 KNIGHT,DANIEL ERIC

ACCT: V00006926648

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)
NO EMAIL

KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)

41 M	ADM/SER:	06/20/16	UR CHG:	0
OP	DISCHARGE:		AR CHG:	174.00
FB 06/26/16	LST STMT:		BALANCE:	22.96

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
4046355	HEPATIC PANEL	1	174.00

CONWAY HOSPITAL, INC 300 SINGLETON RIDGE RD CONWAY SC 29526082 8433477111 8433470144	CONWAY HOSPITAL, INC PO BOX 829 CONWAY SC 29528	3a. PAT CNTL # VAF022799696 b. MED REC. # M000175313 5 FED. TAX NO. 57 0314381 6 STATEMENT COVERS PERIOD FROM 070816 THROUGH 071016	4 TYPE OF BILL 0111 7

| | | |

CONWAY HOSPITAL, INC 300 SINGLETON RIDGE RD CONWAY SC 29526082 8433477111 8433470144	CONWAY HOSPITAL, INC PO BOX 829 CONWAY SC 29528	a. PAT CNTL # VAF022799696 b. MED. REC. # M000175313	4 TYPE OF BILL 0111
		5 FED. TAX NO. 57 0314381	6 STATEMENT COVERS PERIOD FROM 070816 THROUGH 071016

8 PATIENT NAME	8 PATIENT ADDRESS
a	a 206 ECUM CECUM DRIVE
b KNIGHT, DANIEL ERIC	b CONWAY c SC 29527

10 BIRTHDATE	11 SEX	12 ADMISSION DATE	13 HR	14 TYPE	15 SRC	16 D HR	17 STAT	18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
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	31 CODE	31 OCCURRENCE DATE	32 CODE	32 OCCURRENCE DATE	33 CODE	33 OCCURRENCE DATE	34 CODE	34 OCCURRENCE DATE	35 CODE	35 OCCURRENCE SPAN FROM	THROUGH	36 CODE	36 OCCURRENCE SPAN FROM	THROUGH	37
a	11	070716													
b															

KNIGHT, DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527

	39 CODE	39 VALUE CODES AMOUNT	40 CODE	40 VALUE CODES AMOUNT	41 CODE	41 VALUE CODES AMOUNT
a	02	00080	2	81	0	
b						
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0636	MORPHINE SUL 4MG/ML SYR	J2270		1	1900		
2	0636	ONDANSETRON HCL 2MG/ML V	J2405		1	2500		
3	0636	PROPOFOL 10MG/ML 20ML VI	J2704		1	2890		
4	0636	NEOSTIGMINE METH 1MG/1ML	J2710		1	2500		
5	0636	FENTENYL CITRATE INJ 50M	J3010		1	1900		
6	0637	SELF ADMINISTERED DRUGS	A9270GY		14	17102		
7	0710	RECOVERY ROOM 46-60 MIN			1	126600		
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23	0001	PAGE 2 OF 2		CREATION DATE 082516	TOTALS	2412759	00	

K435	YZ432	Z79899	Z791	D	E	F	G	H		66
I	J	K	L	M	N	O	P	Q		

69 ADMIT DX	K435	70 PATIENT REASON DX	a	b	c	71 PPS CODE	0349	72 ECI	a	b	c	76

74 PRINCIPAL PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE	b. OTHER PROCEDURE CODE	DATE
0DBB0ZZ	070816	0WUF0JZ	070816	0WQF0ZZ	070816
c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE

75

76 ATTENDING	NPI 1326126301	QUAL 1G	77713
LAST RIMKUS		FIRST GILBERTAS	
77 OPERATING	NPI 1326126301	QUAL 1G	77713
LAST RIMKUS		FIRST GILBERTAS	
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

80 REMARKS

	B1 CC
a	
b	
c	
d	

UB-04 CMS-1450 APPROVED OMB 0938-0997 NUBC LIC9213257 FormFast, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

V00006933263 KNIGHT,DANIEL ERIC

ACCT: V00006933263

KNIGHT,DANIEL ERIC	KNIGHT,DANIEL ERIC
206 ECUM CECUM DRIVE	206 ECUM CECUM DRIVE
CONWAY, SC 29527	CONWAY, SC 29527
(330)719-5830 (H)	(330)719-5830 (H)
NO EMAIL	

41 M	ADM/SER:	07/08/16	UR CHG:	0
IP	DISCHARGE:	07/10/16	AR CHG:	24127.59
FB 07/15/16	LST STMT:		BALANCE:	258.35

[redacted]

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
0000145	SUTURE 2-0 SILK FS 685H	1	25.00
0000151	SUTURE 3-0 SILK CR-8 SH C003	1	71.00
0005924	SUTURE Z880G	2	66.00
0007287	SENSOR ANESTHESIA	1	84.00
0008472	ADULT SAFETY SLIPPERS XXL	1	0
0009029	STAT LOCK W/CL ADULT 2N9220K	1	36.00
0010008	CUTTER RELOADS	1	301.00
0010010	CUTTER	1	555.00
0012089	SLEEVE COMP CALF REG	1	90.00
0012210	CHLORAPREP 26ML	1	0
0015314	STRATTICE STOMA REIN 6X10	1	4838.00
3220034	SURG ROOM AND BOARD MONITORED	2	3306.00
3601405	LEVEL III 1 HR 30 MIN	1	5360.00
3613616	INPATIENT OBS PREP	1	0
3658458	RECOVERY ROOM 46-60 MIN	1	1266.00
3720736	LUBRICANT K-Y 20Z	1	25.00
3750595	STAPLER WIDE	1	88.00
3750697	ELECTRODE ADULT ECG	1	29.00
3750823	GLOVES SUR ULTRADERM 7	1	0
3750889	HANDLE YANKAURE	1	0
3751422	SET SECONDARY BAXTER	2	58.00
3751637	SODIUM CHLORIDE IRRIGAT 1000ML	1	33.00
3752353	URINAL MALE	1	0
3753076	TUBE ENDO 7.5 6186	1	57.00
3753366	CATHETER PROTECTIV* IV	1	29.00
3753373	LINER SUC 3000ML	1	25.00
3753390	SET NITRO	1	88.00
3753510	DRESSING POST-OP 27180	6	174.00
3753611	PACK SURG. GOWN X-LG	1	0
3753704	COMFOR-TREDS LG-ADULT	1	0
3753797	PACK PLUS MAJOR ABD	1	0
3753798	CLEANER ELECTROSURGICA	1	0
3753864	STAPLES M.F TA55 - 3.5	1	829.00
3753919	WASHCLOTH PROMISE 6460	2	0
3753992	INDICATOR TEMPERATURE	1	0
3754097	CIRCUIT & MASK ANESTH	1	98.00
3755082	CUFF ADULT B.P. (502540)	1	0
3755164	KIT IV PREP 220840	1	0
3756136	SET EXT. ANESTHESIA 46	1	43.00
3756541	SET LIFESHIELD DIAL-AFL	1	0
3757001	SET EXTENSION 11572	1	25.00
3757019	BLANKET WARMING	1	0

3757352	GLOVE NEOLON SIZE 6 1/	4	0
3759502	TOWELS O.R. DISPOSABL	1	0
3771587	7953-09 LACT. RING 1L	6	174.00
4046231	BASIC META PANEL	1	225.00
4046244	VENIPUNCTURE	1	20.00
4046355	HEPATIC PANEL	1	174.00
4058305	LEVEL IV SURGICAL PATH	1	284.00
4065221	CBC with AUTO DIFF	1	95.00
4300172	BUPIVACAINE 0.25% 30ML VIAL	1	25.00
4300381	DEXAMETH SOD PH 20MG/5ML VIAL	1	26.80
4300568	FLUOXETINE HCL 20MG CAP	2	20.02
4300776	LIDOCAINE HCI 50MG/5ML INJ	1	25.00
4300911	MIDAZOLAM HCL 2MG/2ML VIAL	1	19.00
4300929	MORPHINE SUL 4MG/ML SYR	1	19.00
4301282	SODIUM CHLORIDE 0.9% 50ML MINI	2	173.60
4301307	SUCCINYLCHOLIN 200MG/10ML VIAL	1	107.09
4301483	MEPERIDINE HCL 50MG/1ML	1	19.00
4301587	ONDANSETRON HCL 2MG/ML VIAL	1	25.00
4301596	NEOSTIGMINE METH 1MG/1ML INJ	1	25.00
4301627	ROCURONIUM BROMIDE 10MG	1	38.50
4301697	KETOROLAC TROMETHAMINE/30MG	1	25.00
4301852	KETOROLAC 15MG/ML	8	200.00
4302070	FENTENYL CITRATE INJ 50MCG/ML	1	19.00
4302147	GLYCOPYRROLATE 0.4MG/2ML	1	93.25
4302155	PANTOPRAZOLE SODIUM 40MG TAB	2	16.00
4302199	PROPOFOL 10MG/ML 20ML VIAL	1	28.90
4305086	LIDOCAINE 1% 10MG/ML 2ML AMP	1	25.00
4305089	ERTAPENEM SODIUM 1GM VIAL	2	753.68
4305100	FLRSTCK ERTAPENEM 1GM/NS 50ML	1	411.50
4305127	HYDROMORPHONE HCL 1MG/1ML INJ	1	19.00
4305309	ACETAMINOPHEN 1000MG VIAL	1	234.00
4305311	HYDROCODONE/APAP 5MG/325MG TAB	10	135.00
4305349	BUPIVACAINE LIPOSOMAL 20ML VL	1	1188.25
4352000	ANESTH LEVEL I FIRST 30 MIN	1	689.00
4352001	ANESTH LEVEL I EACH ADD 15 MIN	4	1196.00
[redacted]			

Conway ER Physicians

DANIEL E KNIGHT
206 ECUM SECUM PL
CONWAY, SC 29527-6971

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA REPRINT BY GARCIAE:CORR

PICA

2. PATIENT'S NAME (Last Name, First Name, Middle Initial) KNIGHT, DANIEL E	3. PATIENT'S BIRTHDATE SEX MM DD YY 09 26 1974 M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street) 206 ECUM SECUM PL	6. PATIENT RELATIONSHIP TO INSURED Self [X] Spouse [ ] Child [ ] Other [ ]
CITY: CONWAY STATE: SC	8. RESERVED FOR NUCC USE
ZIP CODE: 29527-6971 TELEPHONE (Include Area Code): (330) 719 5830	
	10. IS PATIENT'S CONDITION RELATED TO:
	a. EMPLOYMENT? (CURRENT OR PREVIOUS) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State) [X] YES [ ] NO SC
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [ ] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. RESERVED FOR LOCAL USE

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I Authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY 04 27 16 QUAL 431	15. OTHER DATE QUAL MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE NO ORDERED OR REFERRED SERV	17a. 17b. NPI
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY	
19. RESERVED FOR LOCAL USE	20. OUTSIDE LAB? $CHARGES [ ] YES [ ] NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 9 A. S13.4XXA B. S20.219A C. S30.1XXA D. V43.01XA E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY	B. Place of Service	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
1 04 27 16 04 27 16	23	Y	99285		ABCD	700 00	1		NPI	1942206826
2									NPI	
3									NPI	
4									NPI	
5									NPI	
6									NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN 208817905 [ ] [X]	26. PATIENT'S ACCOUNT NO. 0057594442	27. ACCEPT ASSIGNMENT? (For govt. claims, seeback.) [X] YES [ ] NO	28. TOTAL CHARGE $ 700 00	29. AMOUNT PAID $ 185 50	30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) MATTHEW J DESALVO MD SOF 08/07/16 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER 300 SINGLETON RIDGE RD CONWAY, SC 29526-9142 a 1134172000 b.	33. BILLING PROVIDER INFO & PH # (800) 225-0953 CONWAY HOSPITAL EMER PROF SVC PO BOX 258870 OKLAHOMA CITY, OK 73125-8870 a 1487844510 b. 208817905

NUCC Instruction Manual available at: www.nucc.org

APPROVED OMB-0938-1197 FORM 1500 (02-12)

CASE# 00600006905806

REPRINT BY GUERRAA:CORR

EMERGENCY PHYSICIAN STATEMENT

CONWAY HOSPITAL EMER PROF SVC PO BOX 258870 OKLAHOMA CITY, OK 73125-8870

ACCOUNT NUMBER	STATEMENTDATE	TAX I.D. NO.
0057905328	9/13/16	208817905

THESE CHARGES ARE FOR THE EMERGENCY PHYSICIAN'S SERVICES AND ARE NOT INCLUDED IN YOUR HOSPITAL BILL. IF YOU HAVE ANY QUESTIONS ABOUT THIS BILL PLEASE DO NOT CALL THE HOSPITAL. CALL 800-225-0953 (EN ESPANOL 800-856-5838). TO AVOID PEAK HOURS CALL TUE-FRI BETWEEN 7AM AND 7PM CENTRAL STANDARD TIME.

PATIENT NAME	DATE OF SERVICE	PLACE OF SERVICE	EMERGENCY PHYSICIAN
KNIGHT, DANIEL	5/15/16	CONWAY MEDICAL CENTER CONWAY, SC	CHARLES TARBERT MD

DATE OF SERVICE	CPT CODES	DESCRIPTION OF SERVICES/PROCEDURES	AMOUNT
5/15/16	99285 99053	EMERGENCY EVALUATION & MANAGEMENT SERVICES SERVICES REQUESTED 10:00 PM TO 8:00 AM AT A 24-HOUR FACILITY	740.00
		TOTAL CHARGES	740.00

[redacted]

Payment Reminder - Flexible Spending Accounts and Health Savings accounts may be used for all unpaid balances. Please consider our pay online option when selecting your electronic payment method. You may also call 800-225-0953 for assistance with processing your payment. Thank You

[redacted]

THESE CHARGES ARE FOR THE EMERGENCY PHYSICIAN'S SERVICES AND ARE NOT INCLUDED IN YOUR HOSPITAL BILL. IF YOU HAVE ANY QUESTIONS ABOUT THIS BILL PLEASE DO NOT CALL THE HOSPITAL. CALL 800-225-0953 (EN ESPANOL 800-856-5838). TO AVOID PEAK HOURS CALL TUE-FRI BETWEEN 7AM AND 7PM CENTRAL STANDARD TIME.

TO INSURE PROPER CREDIT, DETACH THIS PORTION AND RETURN WITH PAYMENT.

PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

[redacted]

CONWAY HOSPITAL EMER PROF SVC
PO BOX 258870
OKLAHOMA CITY, OK 73125-8870

MAKE CHECK PAYABLE TO:
CONWAY HOSPITAL EMER PROF SVC

DANIEL KNIGHT
206 ECUM SECUM PL
CONWAY, SC 29527-6971

CONWAY HOSPITAL EMER PROF SVC
PO BOX 258870
OKLAHOMA CITY, OK 73125-8870

For inquiries call 1-800-225-0953
(En Espanol 1-800-856-5838)

Pay online http://epay.pdc4u.com/050060

Carolina Radiology

CAROLINA RADIOLOGY ASSOCIATES, LLC
P O BOX 678904
DALLAS TX 75267-8904
(800)841-4236

Patient:
Acct #: 596002
KNIGHT,DANIEL E
206 ECUM CECUM DRIVE
CONWAY,SC 29527

Responsible party:
KNIGHT, DANIEL E
206 ECUM CECUM DRIVE
CONWAY, SC 29527

Srvc. Date	CPT	Proc. Description	Charge	Balance	Physician
04/27/2016	72125	CT CRV SPI C-MATRL	$289.00	$289.00	BROWN, MICHAEL H
Payment Information					
04/27/2016	70450	CT HEAD/BRN C-MATRL	$248.00	$248.00	BROWN, MICHAEL H
Payment Information					
04/27/2016	74177	CT, ABD AND PEL; W/ CONT	$550.00	$550.00	BROWN, MICHAEL H
Payment Information					
04/27/2016	71260	CT THORAX C+ MATRL	$312.00	$312.00	BROWN, MICHAEL H
Payment Information					
05/15/2016	74177	CT, ABD AND PEL; W/ CONT	$550.00	$550.00	KELLEY, ELIZABETH
[redacted]					
05/16/2016	71010	RADEX CH 1 VIEW FRNT	$47.00	$16.00	DERRICK, RUSSELL L
[redacted]					
05/18/2016	71010	RADEX CH 1 VIEW FRNT	$47.00	$2.40	MENCKEN, GREGORY SCOTT
[redacted]					
05/19/2016	71010	RADEX CH 1 VIEW FRNT	$47.00	$2.40	TEW, JOSHUA B
[redacted]					
05/19/2016	71250	CT THORAX C-MATRL	$290.00	$290.00	MENCKEN, GREGORY SCOTT
Payment Information					
05/19/2016	74150	CT ABD C-MATRL	$297.00	$297.00	MENCKEN, GREGORY SCOTT
Payment Information					
05/20/2016	71010	RADEX CH 1 VIEW FRNT	$47.00	$47.00	DERRICK, RUSSELL L
[redacted]					
05/21/2016	71010	RADEX CH 1 VIEW FRNT	$47.00	$47.00	MENCKEN, GREGORY SCOTT

Payment Information

05/23/2016	71010	RADEX CH 1 VIEW FRNT	$47.00	$2.40	MENCKEN, GREGORY SCOTT

[redacted]

TOTAL BALANCE: $2,653.20
Print Date: 06/20/2016

Clinical Pathology Consultants

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E

3. PATIENT'S BIRTH DATE: 09261974 SEX: M [X] F [ ]

5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR

CITY: CONWAY STATE: SC

8. RESERVED FOR NUCC USE

ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? [ ] YES [X] NO

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED: SIGNATURE ON FILE DATE: 06222016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL

15. OTHER DATE QUAL MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN MATTHEW DESALVO

17a.

17b. NPI: 1942206826

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E). ICD Ind. 0

A. S13.4XXA B. S20.219A C. S30.1XXA D. S60.519A

E. R51 F. V49.40XA G. Y92.410 H. I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER: 42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	04272016	04272016	23		86850	26	ABCD	12.60	1		NPI	1427041284
2	04272016	04272016	23		86900	26	ABCD	4.60	1		NPI	1427041284
3	04272016	04272016	23		86901	26	ABCD	8.00	1		NPI	1427041284
4	04272016	04272016	23		85610	26	ABCD	9.20	1		NPI	1427041284
5	04272016	04272016	23		85730	26	ABCD	10.30	1		NPI	1427041284
6	04272016	04272016	23		83605	26	ABCD	20.60	1		NPI	1427041284

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN EIN [ ] [X]

26. PATIENT'S ACCOUNT NO.: 324362B

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO

28. TOTAL CHARGE: $ 65.30

29. AMOUNT PAID: $ 0.00

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

D M WILSON MD

06222016

SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION

CONWAY MEDICAL CENTER ER
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-9142

a. 1134172000 b.

33. BILLING PROVIDER INFO & PH # (8433477144

CLINICAL PATHOLOGY CONSULTANTS
P O BOX 1599
CONWAY, SC 29528-1599

a. 1265483903 b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	KNIGHT, DANIEL E
3. PATIENT'S BIRTH DATE MM DD YY / SEX	09261974 M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street)	206 ECUM SECUM DR
CITY / STATE	CONWAY / SC
ZIP CODE / TELEPHONE (Include Area Code)	29527 / (330)7195830
6. RESERVED FOR NUCC USE	
7. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	
8. OTHER INSURED'S POLICY OR GROUP NUMBER	
a. OTHER INSURED'S POLICY OR GROUP NUMBER	
b. RESERVED FOR NUCC USE	
c. RESERVED FOR NUCC USE	
d. INSURANCE PLAN NAME OR PROGRAM NAME	
10. IS PATIENT'S CONDITION RELATED TO:	
a. EMPLOYMENT? (Current or Previous)	[ ] YES [X] NO
b. AUTO ACCIDENT? PLACE (State)	[ ] YES [X] NO
c. OTHER ACCIDENT?	[ ] YES [X] NO
10d. CLAIM CODES (Designated by NUCC)	

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 06222016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL.	
15. OTHER DATE QUAL. MM DD YY	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	DN MATTHEW DESALVO
17a. / 17b. NPI	1942206826
16. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	
20. OUTSIDE LAB? / $ CHARGES	[ ] YES [X] NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) / ICD Ind.	0
A. S13.4XXA B. S20.219A C. S30.1XXA D. S60.519A	
E. R51 F. V49.40XA G. Y92.410 H. I. J. K. L.	
22. RESUBMISSION CODE / ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER	42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	04272016	04272016	23		85025	26	ABCD	11.50	1		NPI	1427041284
2											NPI	
3											NPI	
4											NPI	
5											NPI	
6											NPI	

25. FEDERAL TAX I.D. NUMBER / SSN EIN	570514574 [ ] [X]	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [ ] YES [ ] NO	28. TOTAL CHARGE $	29. AMOUNT PAID $ 0.00 / 30. Rsvd for NUCC Use
		324362B		11.50	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

D M WILSON MD

06222016

SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION

CONWAY MEDICAL CENTER ER
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-9142

a. 1134172000 b.

33. BILLING PROVIDER INFO & PH # (8433477144

CLINICAL PATHOLOGY CONSULTANTS
P O BOX 1599
CONWAY, SC 29528-1599

a. 1265483903 b.

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

CARRIER — PATIENT AND INSURED INFORMATION — PHYSICIAN OR SUPPLIER INFORMATION

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE MM DD YY: 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR	
CITY: CONWAY	STATE: SC
ZIP CODE: 29527	TELEPHONE (Include Area Code): (330)7195830
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial):	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER:	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE:	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State):
c. RESERVED FOR NUCC USE:	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME:	10d. CLAIM CODES (Designated by NUCC):

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED: SIGNATURE ON FILE DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
18. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0	
A. S36.438A B. K65.8 C. S27.329A D. J96.01	
E. F. G. H.	
I. J. K. L.	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
19. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05292016	
20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES:	
22. RESUBMISSION CODE: ORIGINAL REF. NO.:	
23. PRIOR AUTHORIZATION NUMBER: 42D0251723	

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05152016	05152016	21		80053	26	ABCD	16.00	1		NPI	1699903898
2	05152016	05152016	21		85027	26	ABCD	10.30	1		NPI	1699903898
3	05152016	05152016	21		85007	26	ABCD	7.00	1		NPI	1699903898
4	05152016	05152016	21		83690	26	ABCD	12.60	1		NPI	1699903898
5	05152016	05152016	21		86850	26	ABCD	12.60	1		NPI	1699903898
6	05152016	05152016	21		86900	26	ABCD	4.60	1		NPI	1699903898

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN [ ] EIN [X]	26. PATIENT'S ACCOUNT NO.: 337543A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE: $ 63.10	29. AMOUNT PAID: $ 0.00
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.): MATTHEW BERNSTEIN MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH #: (8433477144 CLINICAL PATHOLOGY CONSULTANTS PO BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.		30. Rsvd for NUCC Use

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

[ ] PICA

PICA [ ]

CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE MM DD YY: 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR	
CITY: CONWAY STATE: SC	6. RESERVED FOR NUCC USE
ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

12. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 06222016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05202016	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0 A. S36.409A B. K65.0 C. D. E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO.
	23. PRIOR AUTHORIZATION NUMBER 42D0251723

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 05152016	05152016	21		88307	26	AB	396.00	1		NPI	1427041284
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

PHYSICIAN OR SUPPLIER INFORMATION

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN EIN [ ] [X]	26. PATIENT'S ACCOUNT NO. 328730B	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE $ 396.00	29. AMOUNT PAID $ 0.00	30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) D M WILSON MD 06222016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH # (8433477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.

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APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

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CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE MM DD YY: 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR	
CITY: CONWAY STATE: SC	8. RESERVED FOR NUCC USE
ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED: SIGNATURE ON FILE DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL	15. OTHER DATE QUAL MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05292016	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0 A. S36.438A B. K65.8 C. S27.329A D. J96.01 E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO.
	23. PRIOR AUTHORIZATION NUMBER 42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
1	05152016	05152016	21		86901	26	ABCD	8.00	1		NPI	1699903898
2	05172016	05172016	21		80048	26	ABCD	8.00	1		NPI	1699903898
3	05172016	05172016	21		85027	26	ABCD	10.30	1		NPI	1699903898
4	05172016	05172016	21		85007	26	ABCD	7.00	1		NPI	1699903898
5	05192016	05192016	21		80048	26	ABCD	8.00	1		NPI	1699903898
6	05192016	05192016	21		83735	26	ABCD	11.50	1		NPI	1699903898

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN [ ] EIN [X]	26. PATIENT'S ACCOUNT NO.: 337543A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE: $ 52.80	29. AMOUNT PAID: $ 0.00	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.): MATTHEW BERNSTEIN MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH #: (8433477144 CLINICAL PATHOLOGY CONSULTANTS PO BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.			

PHYSICIAN OR SUPPLIER INFORMATION

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

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PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	KNIGHT, DANIEL E
3. PATIENT'S BIRTH DATE MM DD YY / SEX	09261974 / M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street)	206 ECUM SECUM DR
CITY	CONWAY
STATE	SC
ZIP CODE	29527
TELEPHONE (Include Area Code)	(330)7195830
6. RESERVED FOR NUCC USE	
7. INSURANCE PLAN NAME OR PROGRAM NAME	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	
a. OTHER INSURED'S POLICY OR GROUP NUMBER	
b. RESERVED FOR NUCC USE	
c. RESERVED FOR NUCC USE	
d. INSURANCE PLAN NAME OR PROGRAM NAME	
10. IS PATIENT'S CONDITION RELATED TO:	
a. EMPLOYMENT? (Current or Previous)	[ ] YES [X] NO
b. AUTO ACCIDENT? PLACE (State)	[ ] YES [X] NO
c. OTHER ACCIDENT?	[ ] YES [X] NO
10d. CLAIM CODES (Designated by NUCC)	
8. RESERVED FOR NUCC USE	

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL.	
15. OTHER DATE QUAL. MM DD YY	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	DN GILBERTAS RIMKUS
17a.	
17b. NPI	1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO	FROM 05152016 TO 05292016
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	
20. OUTSIDE LAB? $ CHARGES	[ ] YES [X] NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind.	0
A.	S36.438A
B.	K65.8
C.	S27.329A
D.	J96.01
E.	
F.	
G.	
H.	
I.	
J.	
K.	
L.	
22. RESUBMISSION CODE / ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER	42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05182016	05182016	21		85027	26	ABCD	10.30	1		NPI	1427041284
2	05182016	05182016	21		85007	26	ABCD	7.00	1		NPI	1427041284
3	05182016	05182016	21		80048	26	ABCD	8.00	1		NPI	1427041284
4	05182016	05182016	21		82803	26	ABCD	27.50	1		NPI	1427041284
5	05232016	05232016	21		80053	26	ABCD	16.00	1		NPI	1427041284
6	05232016	05232016	21		85025	26	ABCD	11.50	1		NPI	1427041284

25. FEDERAL TAX I.D. NUMBER SSN EIN	570514574 [ ] [X]
26. PATIENT'S ACCOUNT NO.	337552A
27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	[X] YES [ ] NO
28. TOTAL CHARGE	$ 80.30
29. AMOUNT PAID	$ 0.00
30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	D M WILSON MD 06212016 SIGNED DATE
32. SERVICE FACILITY LOCATION INFORMATION	CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.
33. BILLING PROVIDER INFO & PH #	(8433477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.

PHYSICIAN OR SUPPLIER INFORMATION

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APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

[ ] PICA

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CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY / SEX
KNIGHT, DANIEL E	09261974 M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street)	
206 ECUM SECUM DR	
CITY / STATE	8. RESERVED FOR NUCC USE
CONWAY / SC	
ZIP CODE / TELEPHONE (Include Area Code)	
29527 / (330)195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL.	15. OTHER DATE QUAL. MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. / 17b. NPI 1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05292016	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0	22. RESUBMISSION CODE / ORIGINAL REF. NO.
A. S36.438A B. K65.8 C. S27.329A D. J96.01 E. F. G. H. I. J. K. L.	23. PRIOR AUTHORIZATION NUMBER 42D0251723

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 05232016	05232016	21		82803	26	ABCD	27.50	1		NPI	1427041284
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER: 570514574	SSN EIN [ ] [X]	26. PATIENT'S ACCOUNT NO. 337552A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE $ 27.50	29. AMOUNT PAID $ 0.00

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142	33. BILLING PROVIDER INFO & PH # (8433477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599
D M WILSON MD 06212016 SIGNED DATE	a. 1134172000 b.	a. 1265483903 b.

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

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2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	KNIGHT, DANIEL E
3. PATIENT'S BIRTH DATE MM DD YY / SEX	09261974 / M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street)	206 ECUM SECUM DR
CITY / STATE	CONWAY / SC
8. RESERVED FOR NUCC USE	
ZIP CODE / TELEPHONE (Include Area Code)	29527 / (330)7195830
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	
10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER	
a. EMPLOYMENT? (Current or Previous)	[ ] YES [X] NO
b. RESERVED FOR NUCC USE	
b. AUTO ACCIDENT? PLACE (State)	[ ] YES [X] NO
c. RESERVED FOR NUCC USE	
c. OTHER ACCIDENT?	[ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	
10d. CLAIM CODES (Designated by NUCC)	

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL.	
15. OTHER DATE QUAL. / MM DD YY	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM / TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	DN GILBERTAS RIMKUS
17a. / 17b. NPI	1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM / TO	FROM 05152016 TO 05292016
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	
20. OUTSIDE LAB? / $ CHARGES	[ ] YES [X] NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) / ICD Ind.	0
A. S36.438A B. K65.8 C. S27.329A D. J96.01 E. F. G. H. I. J. K. L.	
22. RESUBMISSION CODE / ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER	42D0251723

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 05192016	05192016	21		85025	26	ABCD	11.50	1		NPI	1699903898
2 05242016	05242016	21		80053	26	ABCD	16.00	1		NPI	1699903898
3 05242016	05242016	21		83735	26	ABCD	11.50	1		NPI	1699903898
4 05242016	05242016	21		85025	26	ABCD	11.50	1		NPI	1699903898
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER / SSN EIN	570514574 / [ ] [X]	26. PATIENT'S ACCOUNT NO.	337543A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	[X] YES [ ] NO
28. TOTAL CHARGE	$ 50.50	29. AMOUNT PAID	$ 0.00	30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	MATTHEW BERNSTEIN MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION	CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH #	(8433477144 CLINICAL PATHOLOGY CONSULTANTS PO BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.

PATIENT AND INSURED INFORMATION — CARRIER

PHYSICIAN OR SUPPLIER INFORMATION

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[redacted]

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

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2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE (MM DD YY): 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR	
CITY: CONWAY STATE: SC	8. RESERVED FOR NUCC USE
ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED: SIGNATURE ON FILE DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL	15. OTHER DATE QUAL MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN, GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05292016	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0 A. S36.438A B. K65.8 C. S27.329A D. J96.01 E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO.
	23. PRIOR AUTHORIZATION NUMBER: 42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05162016	05162016	21		80048	26	ABCD	8.00	1		NPI	1679700504
2	05162016	05162016	21		85025	26	ABCD	11.50	1		NPI	1679700504
3	05202016	05202016	21		80048	26	ABCD	8.00	1		NPI	1679700504
4	05202016	05202016	21		85025	26	ABCD	11.50	1		NPI	1679700504
5	05212016	05212016	21		85025	26	ABCD	11.50	1		NPI	1679700504
6	05212016	05212016	21		80053	26	ABCD	16.00	1		NPI	1679700504

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN EIN [ ]	26. PATIENT'S ACCOUNT NO.: 337548A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE: $ 66.50	29. AMOUNT PAID: $ 0.00	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.): R K ALLEN MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER INPT, 300 SINGLETON RIDGE ROAD, CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH #: (8433477144 CLINICAL PATHOLOGY CONSULTANTS, P O BOX 1599, CONWAY, SC 29528-1599 a. 1265483903 b.			

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE MM DD YY: 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR	
CITY: CONWAY STATE: SC	8. RESERVED FOR NUCC USE
ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED: SIGNATURE ON FILE DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL	15. OTHER DATE QUAL MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05292016	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0 A. S36.438A B. K65.8 C. S27.329A D. J96.01 E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO.
	23. PRIOR AUTHORIZATION NUMBER 42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05212016	05212016	21		83735	26	ABCD	11.50	1		NPI	1679700504
2	05212016	05212016	21		84100	26	ABCD	4.60	1		NPI	1679700504
3	05222016	05222016	21		80053	26	ABCD	16.00	1		NPI	1679700504
4	05222016	05222016	21		84100	26	ABCD	4.60	1		NPI	1679700504
5	05222016	05222016	21		83735	26	ABCD	11.50	1		NPI	1679700504
6	05222016	05222016	21		85025	26	ABCD	11.50	1		NPI	1679700504

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN [ ] EIN [X]	26. PATIENT'S ACCOUNT NO.: 337548A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE: $ 59.70	29. AMOUNT PAID: $ 0.00
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.): R K ALLEN MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH #: (8433477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.		

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

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CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE MM DD YY: 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR.	
CITY: CONWAY STATE: SC	6. RESERVED FOR NUCC USE
ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State) [ ] YES [X] NO
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED: SIGNATURE ON FILE DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 05152016 TO 05292016	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0 A. S36.438A B. K65.8 C. S27.329A D. J96.01 E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO.
	23. PRIOR AUTHORIZATION NUMBER 42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05252016	05252016	21		80053	26	ABCD	16.00	1		NPI	1679700504
2	05252016	05252016	21		84100	26	ABCD	4.60	1		NPI	1679700504
3	05252016	05252016	21		83735	26	ABCD	11.50	1		NPI	1679700504
4	05252016	05252016	21		85025	26	ABCD	11.50	1		NPI	1679700504
5											NPI	
6											NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN: 570514574 [ ] [X]	26. PATIENT'S ACCOUNT NO.: 337548A	27. ACCEPT ASSIGNMENT? (For govt. claims, see back): [X] YES [ ] NO	28. TOTAL CHARGE: $ 43.60	29. AMOUNT PAID: $ 0.00	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.): R K ALLEN MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH # (8433477144: CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.			

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

CARRIER

PATIENT AND INSURED INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): KNIGHT, DANIEL E	3. PATIENT'S BIRTH DATE MM DD YY: 09261974 SEX: M [X] F [ ]
5. PATIENT'S ADDRESS (No., Street): 206 ECUM SECUM DR	
CITY: CONWAY STATE: SC	8. RESERVED FOR NUCC USE
ZIP CODE: 29527 TELEPHONE (Include Area Code): (330)7195830	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) [ ] YES [X] NO
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? [ ] YES [X] NO PLACE (State)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? [ ] YES [X] NO
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED: SIGNATURE ON FILE DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL	15. OTHER DATE QUAL MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN GILBERTAS RIMKUS	17a. 17b. NPI 1326126301
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? [ ] YES [X] NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E)) ICD Ind. 0 A. Z51.81 B. D64.9 C. Z79.2 D. E. F. G. H. I. J. K. L.	22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER 42D0251723

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
1	06082016	06082016	22		80053	26	ABC	16.00	1		NPI	1427041284
2	06082016	06082016	22		85025	26	ABC	11.50	1		NPI	1427041284
3											NPI	
4											NPI	
5											NPI	
6											NPI	

25. FEDERAL TAX I.D. NUMBER: 570514574 SSN EIN [ ] [X]	26. PATIENT'S ACCOUNT NO: 337071B	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) [X] YES [ ] NO	28. TOTAL CHARGE: $ 27.50	29. AMOUNT PAID: $ 0.00
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.): D M WILSON MD 06212016 SIGNED DATE	32. SERVICE FACILITY LOCATION INFORMATION: CONWAY MEDICAL CENTER OUTPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142 a. 1134172000 b.	33. BILLING PROVIDER INFO & PH #: (8433477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599 a. 1265483903 b.		30. Rsvd for NUCC Use

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org **PLEASE PRINT OR TYPE** CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

Patient History - Summary

CLINICAL PATHOLOGY CONSULTANTS

By Date of Service
Date ranges 04/27/2016 to 09/21/2016
All Providers
Show last billed date
All Items

Chart #:	18050	**Home Phone:**	(330) 719-5830
Patient Name:	KNIGHT,DANIEL E	**Office Phone:**	
Address:	206 ECUM SECUM DR	**Resp. Party:**	KNIGHT,DANIEL E
City, State, Zip:	CONWAY, SC 29527	**Resp. Acct#**	142209

U	Code	Source	I	B	Service Date	Prov	Visit#/ Check#	Charge Amount	Paid/ Applied	Patient Balance	[redacted]	Total Balance	Last Billed Carrier	Date Billed	Resp Party This Charge
	80048		Y	Y	7/9/2016	WILSCL	344592	$8.00	$6.80	$1.20		$1.20	34	07/14/2016	142209
	85025		Y	Y	7/9/2016	WILSCL	344592	$11.50	$10.30	$1.20		$1.20	34	07/14/2016	142209
	80076		Y	Y	7/9/2016	WILSCL	344592	$19.50	$17.70	$1.80		$1.80	34	07/14/2016	142209
	88305 26		Y	Y	7/8/2016	BEM00	344161	$214.00	$193.59	$20.41		$20.41	34	07/13/2016	142209
	80076		Y	Y	6/20/2016	ALLECL	339202	$19.50	$17.70	$1.80		$1.80	34	06/27/2016	142209
	80053		Y	Y	6/8/2016	WILSCL	337071	$16.00	$14.35	$1.65		$1.65	34	06/22/2016	142209
	85025		Y	Y	6/8/2016	WILSCL	337071	$11.50	$10.30	$1.20		$1.20	34	06/22/2016	142209
	80053		Y	Y	5/25/2016	ALLECL	337548	$16.00	$16.00	$0.00		$0.00	34	06/22/2016	142209
	84100		Y	Y	5/25/2016	ALLECL	337548	$4.60	$4.60	$0.00		$0.00	34	06/22/2016	142209
	83735		Y	Y	5/25/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/25/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	80053		Y	Y	5/24/2016	BEMCL	337543	$16.00	$16.00	$0.00		$0.00	34	06/22/2016	142209
	83735		Y	Y	5/24/2016	BEMCL	337543	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/24/2016	BEMCL	337543	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	80053		Y	Y	5/23/2016	WILSCL	337552	$16.00	$16.00	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/23/2016	WILSCL	337552	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	82803		Y	Y	5/23/2016	WILSCL	337552	$27.50	$27.50	$0.00		$0.00	34	06/22/2016	142209

[redacted]

Record on Appeal 0388

Patient History - Summary

CLINICAL PATHOLOGY CONSULTANTS

By Date of Service
Date ranges 04/27/2016 to 09/21/2016
All Providers
Show last billed date
All Items

Chart #:	18050	**Home Phone:**	(330) 719-5830
Patient Name:	KNIGHT,DANIEL E	**Office Phone:**	
Address:	206 ECUM SECUM DR	**Resp. Party:**	KNIGHT,DANIEL E
City, State, Zip:	CONWAY, SC 29527	**Resp. Acct#**	142209

U	Code	Source	I	B	Service Date	Prov	Visit#/ Check#	Charge Amount	Paid/ Applied	Patient Balance	[redacted]	Total Balance	Last Billed Carrier	Date Billed	Resp Party This Charge
	80053		Y	Y	5/22/2016	ALLECL	337548	$16.00	$16.00	$0.00		$0.00	34	06/22/2016	142209
	84100		Y	Y	5/22/2016	ALLECL	337548	$4.60	$4.60	$0.00		$0.00	34	06/22/2016	142209
	83735		Y	Y	5/22/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/22/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/21/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	80053		Y	Y	5/21/2016	ALLECL	337548	$16.00	$16.00	$0.00		$0.00	34	06/22/2016	142209
	83735		Y	Y	5/21/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	84100		Y	Y	5/21/2016	ALLECL	337548	$4.60	$4.60	$0.00		$0.00	34	06/22/2016	142209
	80048		Y	Y	5/20/2016	ALLECL	337548	$8.00	$8.00	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/20/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	80048		Y	Y	5/19/2016	BEMCL	337543	$8.00	$8.00	$0.00		$0.00	34	06/22/2016	142209
	83735		Y	Y	5/19/2016	BEMCL	337543	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/19/2016	BEMCL	337543	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	85027		Y	Y	5/18/2016	WILSCL	337552	$10.30	$10.30	$0.00		$0.00	34	06/22/2016	142209
	85007		Y	Y	5/18/2016	WILSCL	337552	$7.00	$7.00	$0.00		$0.00	34	06/22/2016	142209
	80048		Y	Y	5/18/2016	WILSCL	337552	$8.00	$8.00	$0.00		$0.00	34	06/22/2016	142209
	82803		Y	Y	5/18/2016	WILSCL	337552	$27.50	$27.50	$0.00		$0.00	34	06/22/2016	142209

* U = Unapplied * I = Bill Insurance * B = Insurance Billed

Record on Appeal 0389

Patient History - Summary

CLINICAL PATHOLOGY CONSULTANTS

By Date of Service
Date ranges 04/27/2016 to 09/21/2016
All Providers
Show last billed date
All Items

Chart #:	18050	**Home Phone:**	(330) 719-5830
Patient Name:	KNIGHT,DANIEL E	**Office Phone:**	
Address:	206 ECUM SECUM DR	**Resp. Party:**	KNIGHT,DANIEL E
City, State, Zip:	CONWAY, SC 29527	**Resp. Acct#**	142209

U	Code	Source	I	B	Service Date	Prov	Visit#/ Check#	Charge Amount	Paid/ Applied	Patient Balance	[redacted]	Total Balance	Last Billed Carrier	Date Billed	Resp Party This Charge
	80048		Y	Y	5/17/2016	BEMCL	337543	$8.00	$8.00	$0.00		$0.00	34	06/22/2016	142209
	85027		Y	Y	5/17/2016	BEMCL	337543	$10.30	$10.30	$0.00		$0.00	34	06/22/2016	142209
	85007		Y	Y	5/17/2016	BEMCL	337543	$7.00	$7.00	$0.00		$0.00	34	06/22/2016	142209
	80048		Y	Y	5/16/2016	ALLECL	337548	$8.00	$8.00	$0.00		$0.00	34	06/22/2016	142209
	85025		Y	Y	5/16/2016	ALLECL	337548	$11.50	$11.50	$0.00		$0.00	34	06/22/2016	142209
	88307 26		Y	Y	5/15/2016	WILS00	328730	$396.00	$368.90	$27.10		$27.10	34	06/22/2016	142209
	80053		Y	Y	5/15/2016	BEMCL	337543	$16.00	$16.00	$0.00		$0.00	34	06/22/2016	142209
	85027		Y	Y	5/15/2016	BEMCL	337543	$10.30	$10.30	$0.00		$0.00	34	06/22/2016	142209
	85007		Y	Y	5/15/2016	BEMCL	337543	$7.00	$7.00	$0.00		$0.00	34	06/22/2016	142209
	83690		Y	Y	5/15/2016	BEMCL	337543	$12.60	$12.60	$0.00		$0.00	34	06/22/2016	142209
	86850		Y	Y	5/15/2016	BEMCL	337543	$12.60	$12.60	$0.00		$0.00	34	06/22/2016	142209
	86900		Y	Y	5/15/2016	BEMCL	337543	$4.60	$4.60	$0.00		$0.00	34	06/22/2016	142209
	86901		Y	Y	5/15/2016	BEMCL	337543	$8.00	$8.00	$0.00		$0.00	34	06/22/2016	142209
	86850		Y	Y	4/27/2016	WILSCL	324362	$12.60	$12.00	$0.60		$0.60	34	06/22/2016	142209
	86900		Y	Y	4/27/2016	WILSCL	324362	$4.60	$3.91	$0.69		$0.69	34	06/22/2016	142209
	86901		Y	Y	4/27/2016	WILSCL	324362	$8.00	$7.10	$0.90		$0.90	34	06/22/2016	142209
	85610		Y	Y	4/27/2016	WILSCL	324362	$9.20	$8.30	$0.90		$0.90	34	06/22/2016	142209

[redacted]

Record on Appeal 0390

Patient History - Summary

CLINICAL PATHOLOGY CONSULTANTS

By Date of Service
Date ranges 04/27/2016 to 09/21/2016
All Providers
Show last billed date
All Items

Chart #:	18050	**Home Phone:**	(330) 719-5830
Patient Name:	KNIGHT,DANIEL E	**Office Phone:**	
Address:	206 ECUM SECUM DR	**Resp. Party:**	KNIGHT,DANIEL E
City, State, Zip:	CONWAY, SC 29527	**Resp. Acct#**	142209

U	Code	Source	I	B	Service Date	Prov	Visit#/ Check#	Charge Amount	Paid/ Applied	Patient Balance	[redacted]	Total Balance	Last Billed Carrier	Date Billed	Resp Party This Charge
	85730		Y	Y	4/27/2016	WILSCL	324362	$10.30	$9.25	$1.05		$1.05	34	06/22/2016	142209
	83605		Y	Y	4/27/2016	WILSCL	324362	$20.60	$18.20	$2.40		$2.40	34	06/22/2016	142209
	85025		Y	Y	4/27/2016	WILSCL	324362	$11.50	$10.30	$1.20		$1.20	34	06/22/2016	142209
Grand Total:								**$1,216.80**	**$1,152.70**	**$64.10**		**$64.10**			

* U = Unapplied * I = Bill Insurance * B = Insurance Billed

Record on Appeal 0391

Conway Employee Pharmacy

*** M E D I C A L E X P E N S E S *** BGN DTE:05/21/2016 END DTE:04/10/2017

FOR: KNIGHT, ERIC
CARE OF: ERIC - ELIZABETHS HUSBAND
206 ECUM SECUM PL
KNIGELI CONWAY, SC 29527
Store PH # - 843-347-8123
Birth Date - 09/26/1974

CONWAY HOSPITAL
300 SINGLETON RIDGE RD.
CONWAY, SC 29526
PHARMACIST - BARFIELD, JE
Store NPI# - 1134172000

DATE	RX# / N/R	DRUG (ITEM) NAME / NDC#	MFG#	QTY / D/S	PRESCRIBER / DEA#	PRICE	PR TYPE / GEN IND
05/29/16	02008541	OXYCODONE HCL 5 MG 50		TAB	EPSTEIN, A.	5.00	COPAY
	NEW	00406-0552-01	MALLI	7DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 161503934901009998		
06/08/16	02008585	OXYCODONE-APAP 5-3 30		TAB	RIMKUS,G	5.00	COPAY
	NEW	00603-4998-21	QUALI	4DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 161603103335015999		
06/20/16	02008626	OXYCODONE HCL 5 MG 20		TAB	RIMKUS,G	5.00	COPAY
	NEW	00406-0552-01	MALLI	3DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 161723168882005999		
06/20/16	06089663	FLUOXETINE HCL 20 90		CAP	RICHARDSON,P	7.24	COPAY
	REFILL	00781-2822-01	SANDO	90DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 161723188434006999		
07/18/16	06098669	FLUCONAZOLE 100 MG 6		TAB	RICHARDSON,P	5.00	COPAY
	NEW	59762-5016-01	GREEN	6DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 162005362124010998		
07/18/16	06098668	FLUCONAZOLE 100 MG 2		TAB	RICHARDSON,P	5.00	COPAY
	NEW	59762-5016-01	GREEN	1DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 162005357223010999		
09/19/16	06089663	FLUOXETINE HCL 20 90		CAP	RICHARDSON,P	7.24	COPAY
	REFILL	00781-2822-01	SANDO	90DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 162634218751015999		
12/19/16	06103220	FLUOXETINE HCL 20 90		CAP	RICHARDSON,P	7.24	COPAY
	NEW	00781-2822-01	SANDO	90DAYS			GENERIC
	Rx DAW Ind - N0				ECS Auth # - 163542456487010999		

46.72 TOTAL

CPG Internal Medicine

Billing Summary: KNIGHT, DANIEL E #152915 (E#152915)

CONWAY HOSPITAL COMMUNITY SERVICES

printed 06/24/2016 12:39 PM

CONWAY HOSPITAL COMMUNITY SERVICES
PO BOX 16050
BELFAST, ME 04915-4055
billing phone: (843) 234-6827

GUARANTOR NAME AND ADDRESS	PATIENT #	PATIENT NAME
ELIZABETH E KNIGHT 206 ECUM SECUM PLACE CONWAY, SC 29527	152915	DANIEL E KNIGHT
	DOB	HOME TELEPHONE
	09/26/1974	(330) 719-5830

Billing Summary

Claim ID	Procedure	Diagnosis	Date of Service	Post Date	Type	Reason	Supervising Provider	Ins. 1	Ins. 2	Patient
Claim ID 132539										
132539	99213	K631, R945, R5383	06/16/2016	06/20/2016	**CHARGE**	99213	RACHEL COLLINS	$99.02		
132539	99213	K631, R945, R5383	06/16/2016	06/20/2016	TRANSFERIN		RACHEL COLLINS	$-20.00		$20.00
132539	99213	K631, R945, R5383	06/16/2016	06/20/2016	PAYMENT	MC/VISA	RACHEL COLLINS			$-20.00
							TSTANDING	$79.02	$0.00	$0.00
Claim ID 122243										
122243	99232	J9600, K631, R5381, R7989	05/24/2016	05/31/2016	**CHARGE**	99232	HAFEZ HAYEK	$141.22		
122243	99232	J9600, K631, R5381, R7989	05/24/2016	06/22/2016	PAYMENT	CHECK 000002284	HAFEZ HAYEK	$-39.95		
122243	99232	J9600, K631, R5381, R7989	05/24/2016	06/22/2016	ADJUSTMENT		HAFEZ HAYEK	$-94.22		
122243	99232	J9600, K631, R5381, R7989	05/24/2016	06/22/2016	TRANSFERIN		HAFEZ HAYEK	$-7.05		$7.05
122243	99232	J9600, K631, R5381, R7989	05/25/2016	05/31/2016	**CHARGE**	99232	HAFEZ HAYEK	$141.22		
122243	99232	J9600, K631, R5381, R7989	05/25/2016	06/22/2016	PAYMENT	CHECK 000002284	HAFEZ HAYEK	$-39.95		
122243	99232	J9600, K631, R5381, R7989	05/25/2016	06/22/2016	ADJUSTMENT		HAFEZ HAYEK	$-94.22		
122243	99232	J9600, K631, R5381,	05/25/2016	06/22/2016	TRANSFERIN		HAFEZ HAYEK	$-7.05		$7.05

		R7989									
								OUTSTANDING	$0.00	$0.00	$14.10
Claim ID 120116											
120116	99232	J9600, R945, R5381, Z980	05/22/2016	05/25/2016	**CHARGE**	99232		HAFEZ HAYEK	$141.22		
120116	99232	J9600, R945, R5381, Z980	05/22/2016	06/21/2016	PAYMENT	CHECK 00002214		HAFEZ HAYEK	$-39.95		
120116	99232	J9600, R945, R5381, Z980	05/22/2016	06/21/2016	ADJUSTMENT			HAFEZ HAYEK	$-94.22		
120116	99232	J9600, R945, R5381, Z980	05/22/2016	06/21/2016	TRANSFERIN			HAFEZ HAYEK	$-7.05		$7.05
								TSTANDING	$0.00	$0.00	$7.05
Claim ID 120107											
120107	99291	J9600, E8770, R5381, Z980	05/21/2016	05/25/2016	**CHARGE**	99291		HAFEZ HAYEK	$437.68		
120107	99291	J9600, E8770, R5381, Z980	05/21/2016	06/21/2016	PAYMENT	CHECK 00002214		HAFEZ HAYEK	$-126.65		
120107	99291	J9600, E8770, R5381, Z980	05/21/2016	06/21/2016	ADJUSTMENT			HAFEZ HAYEK	$-288.68		
120107	99291	J9600, E8770, R5381, Z980	05/21/2016	06/21/2016	TRANSFERIN			HAFEZ HAYEK	$-22.35		$22.35
								TSTANDING	$0.00	$0.00	$22.35
Claim ID 120061											
120061	99291	J9600, E8770, R5381, Z980	05/20/2016	05/25/2016	**CHARGE**	99291		HAFEZ HAYEK	$437.68		
120061	99291	J9600, E8770, R5381, Z980	05/20/2016	06/21/2016	PAYMENT	CHECK 00002214		HAFEZ HAYEK	$-126.65		
120061	99291	J9600, E8770, R5381, Z980	05/20/2016	06/21/2016	ADJUSTMENT			HAFEZ HAYEK	$-288.68		
120061	99291	J9600, E8770, R5381, Z980	05/20/2016	06/21/2016	TRANSFERIN			HAFEZ HAYEK	$-22.35		$22.35
								TSTANDING	$0.00	$0.00	$22.35
Claim ID 120741											
120741	99291	J9600, R5381, K631, J9589	05/19/2016	05/26/2016	**CHARGE**	99291		ALI MANSOUR	$437.68		
120741	99291	J9600, R5381, K631, J9589	05/19/2016	06/21/2016	PAYMENT	CHECK 00002214		ALI MANSOUR	$-126.65		

							ONLY)				
120741	99291	J9600, R5381, K631, J9589	05/19/2016	06/21/2016	ADJUSTMENT			ALI MANSOUR	$-288.68		
120741	99291	J9600, R5381, K631, J9589	05/19/2016	06/21/2016	TRANSFERIN			ALI MANSOUR	$-22.35		$22.35
								TSTANDING	$0.00	$0.00	$22.35
Claim ID 120661											
120661	99255	J9690, J9589, K631, Z9889	05/18/2016	05/26/2016	CHARGE	99255		ALI MANSOUR	$325.00		
120661	99255	J9690, J9589, K631, Z9889	05/18/2016	06/21/2016	PAYMENT	CHECK 00002214		ALI MANSOUR	$-119.00		
120661	99255	J9690, J9589, K631, Z9889	05/18/2016	06/21/2016	ADJUSTMENT			ALI MANSOUR	$-185.00		
120661	99255	J9690, J9589, K631, Z9889	05/18/2016	06/21/2016	TRANSFERIN			ALI MANSOUR	$-21.00		$21.00
								TSTANDING	$0.00	$0.00	$21.00
Claim ID 106608											
106608	81003,QW	S301XXD	04/28/2016	04/28/2016	CHARGE	81003,QW		RACHEL COLLINS			$5.00
106608	81003,QW	S301XXD	04/28/2016	05/09/2016	PAYMENT	MC/VISA		RACHEL COLLINS			$-5.00
								TSTANDING	$0.00	$0.00	$0.00
106608	99213	S2020XD, S301XXD	04/28/2016	04/28/2016	CHARGE	99213		RACHEL COLLINS			$63.00
106608	99213	S2020XD, S301XXD	04/28/2016	05/09/2016	PAYMENT	MC/VISA		RACHEL COLLINS			$-63.00
								TSTANDING	$0.00	$0.00	$0.00
								TOTAL CHARGE OUTSTANDING AS OF 06/24/2016	$79.02	$0.00	$109.20

CONWAY HOSPITAL COMMUNITY SERVICES

printed 08/16/2016 03:35 PM

CONWAY HOSPITAL COMMUNITY SERVICES
PO BOX 16050
BELFAST, ME 04915-4055
billing phone: (843) 234-6827

GUARANTOR NAME AND ADDRESS	PATIENT #	PATIENT NAME
DANIEL E KNIGHT 206 ECUM SECUM PLACE CONWAY, SC 29527	152915	DANIEL E KNIGHT
	DOB	HOME TELEPHONE
	09/26/1974	(330) 719-5830

Billing Summary

Claim ID	Procedure	Diagnosis	Date of Service	Post Date	Type	Reason	Plan	Supervising Provider	Ins 1	Ins 2	Patient
Claim ID 146681											
146681	99213	K631, K469, B370	07/18/2016	07/20/2016	**CHARGE**	99213		RACHEL COLLINS	$99.02		
146681	99213	K631, K469, B370	07/18/2016	08/08/2016	PAYMENT	CHECK 00003297		RACHEL COLLINS	$-16.00		
146681	99213	K631, K469, B370	07/18/2016	08/08/2016	ADJUSTMENT			RACHEL COLLINS	$-63.02		
146681	99213	K631, K469, B370	07/18/2016	07/20/2016	TRANSFERIN			RACHEL COLLINS	$-20.00		$20.00
146681	99213	K631, K469, B370	07/18/2016	07/20/2016	PAYMENT	MC/VISA		RACHEL COLLINS			$-20.00
								TSTANDING	$0.00	$0.00	$0.00
Claim ID 132539											
132539	99213	K631, R945, R5383	06/16/2016	06/20/2016	**CHARGE**	99213		RACHEL COLLINS	$99.02		
132539	99213	K631, R945, R5383	06/16/2016	07/08/2016	PAYMENT	CHECK 00002605		RACHEL COLLINS	$-16.00		
132539	99213	K631, R945, R5383	06/16/2016	07/08/2016	ADJUSTMENT			RACHEL COLLINS	$-63.02		
132539	99213	K631, R945, R5383	06/16/2016	06/20/2016	TRANSFERIN			RACHEL COLLINS	$-20.00		$20.00
132539	99213	K631, R945, R5383	06/16/2016	06/20/2016	PAYMENT	MC/VISA		RACHEL COLLINS			$-20.00
								TSTANDING	$0.00	$0.00	$0.00
Claim ID 141263											
141263	99214	K631, R0902, I959,	06/03/2016	07/08/2016	**CHARGE**	99214		RACHEL COLLINS	$152.92		

ISO PROVIDERS

62B273A6533C4C1F9877, KNIGHT, 9

		F330					[redacted]				
141263	99214	K631, R0902, I959, F330	06/03/2016	07/27/2016	PAYMENT	CHECK 00003106		RACHEL COLLINS	$-40.00		
141263	99214	K631, R0902, I959, F330	06/03/2016	07/27/2016	ADJUSTMENT			RACHEL COLLINS	$-92.92		
141263	99214	K631, R0902, I959, F330	06/03/2016	07/27/2016	TRANSFERIN			RACHEL COLLINS	$-20.00		$20.00
								OUTSTANDING	$0.00	$0.00	$20.00
								TOTAL CHARGE OUTSTANDING AS OF 08/16/2016	**$0.00**	**$0.00**	**$89.20**

CONWAY HOSPITAL COMMUNITY SERVICES

printed 04/11/2017 09:11 AM

CONWAY HOSPITAL COMMUNITY
SERVICES
PO BOX 16050
BELFAST, ME 04915-4055
billing phone: (843) 234-6827

GUARANTOR NAME AND ADDRESS

DANIEL E KNIGHT
206 ECUM SECUM PLACE
CONWAY, SC 29527

PATIENT #	PATIENT NAME
152915	DANIEL E KNIGHT
DOB	HOME TELEPHONE
09/26/1974	(330) 719-5830

Billing Summary

Claim ID	Procedure	Date of Service	Post Date	Type	Reason	[redacted]	Supervising Provider	Ins. 1	Ins. 2	Patient
Claim ID 195043										
195043	99213	10/18/2016	10/18/2016	CHARGE	99213		RACHEL COLLINS	$99.02		
195043	99213	10/18/2016	11/03/2016	PAYMENT	CHECK 00005326		RACHEL COLLINS	$-46.13		
195043	99213	10/18/2016	11/03/2016	ADJUSTMENT			RACHEL COLLINS	$-52.89		
							OUTSTANDING	$0.00	$0.00	$0.00
							TOTAL CHARGE OUTSTANDING AS OF 04/11/2017	$0.00	$0.00	$0.00

Associates in Surgery

ASSOCIATES IN SURGERY, PA
P O BOX 1860
CONWAY, SC 29528-1880

LAST PAYMENT	YTD PAY
06/09/16 $1190.50	$3188.66

OFFICE PH:843-347-7291 HOME PH:330-719-5030 BUSINESS PH: EXT:

MR. DANIEL E. KNIGHT
206 EDUK SEQUN DR
CONWAY, SC 29527

PAT NAME: DK DANIEL E. KNIGHT

APPOINTMENT:

DIAGNOSIS

1-Z98.89 POST OP VISIT
2-Z76.89
3-Z02.9
4-K63.1 PERFORATION INTESTINE (ND
5-K43.0 HERNIA INC VENTRAL W/OBST

NUM	DOCTOR	TAX ID
2	MICHAEL H. ELLIS, M.D	570649570
3	PAUL L. SASSER, M.D.	57-0849570
10	GILBERTAS RIMKUS, M.D	57-0849570

DATE	DR	PAT	DIAGPTRS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
06/01/16	3	DK	-1	99024		*POST-OP OFFIC	0.00		0.00
06/07/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		0.00
06/16/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		0.00
06/22/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		0.00
06/27/16	3	DK	-2	DIS		COMPLETION OF	25.00		25.00
06/27/16	3	DK		02		CREDIT CARD PA		25.00	0.00
** APPLIES TO CHARGES ON: 06/27/16									
06/29/16- 06/29/16	3	DK	-3	00001		CHARGE MEDICAL	45.84		45.84
06/29/16	3	DK	-3	TAX		SALES TAX	3.07		48.91
06/29/16	3	DK		91P		PAYMENT FOR ME		48.91	0.00
** APPLIES TO CHARGES ON: 06/29/16 CHK#111037									
07/06/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		0.00
07/08/16- 07/08/16	10	DK	-4	44120	78	ENTERECTONY RE	1760.00		1760.00
07/08/16- 07/08/16	10	DK	-4	44620	78	COLOSTONY CLOS	1425.00		3185.00
07/08/16- 07/08/16	10	DK	-5	49560	7959	VENTRAL-INCISI	1400.00		4586.00
07/08/16	10	DK	-45	15777		XENOGRAFT	428.00		5014.00
** INS. FILED:07/11/16									
07/12/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		5014.00
07/26/16	2	DK	-1	99024		*POST-OP OFFIC	0.00		5014.00

CONTINUED ON NEXT FORM

ASSOCIATES IN SURGERY, PA
P O BOX 1880
CONWAY, SC 29528-1880

LAST PAYMENT	YTD PAY
08/08/16 $1196.50	$3188.66

OFFICE PH:843-347-7291 HOME PH:330-719-5630 BUSINESS PH: EXT:

MR. DANIEL E. KNIGHT
206 ECUM SECUM DR
CONWAY, SC 29527

PAT NAME	APPOINTMENT
DK DANIEL E. KNIGHT	

DIAGNOSIS
1-Z98.89 POST OP VISIT

NUM	DOCTOR	TAX ID
10	GILBERTAS RIMKUS, M.D	57-0843570

DATE	DR	PAT	DIAGPTRS	TCODE	MOD	CHARGE	CREDIT	BALANCE
06/01/16	10	DK		2P			1891.25	3122.75
** APPLIES TO CHARGES ON: 07/06/16								
06/01/16-07/06/16	10	DK		2C			2789.00	333.75
06/02/16	10	DK	-1	99024		0.00		333.75
08/08/16	10	DK		2P			1196.50	-864.75
** APPLIES TO CHARGES ON: 05/15/16								
08/08/16-05/15/16	10	DK		2C			636.00	-1500.75

REF PHYS : COLLINS, RACHEL TAX ID:
MESSAGES REF STATE: SC LIC # : 18116 TOT: -$1500.75

* The Balance shown may not be the entire Account Balance.
It only reflects the transactions listed on this statement.

PAYMENT MAY BE MADE BY CASH, CHECK, MC, VISA OR DISCOVER

****** INSTANT BILL ****** ACCT:63858 DATE:04/03/17 PAGE 1 OF 1

ASSOCIATES IN SURGERY, PA
2351 CYPRESS CIRCLE
CONWAY, SC 29526-8921

LAST PAYMENT		YTD PAY
11/15/16	$146.91	$0.00

OFFICE PH:843-347-7291 HOME PH:330-719-5830 BUSINESS PH: EXT:

MR. DANIEL E. KNIGHT
206 ECLIM SECUM DR
CONWAY, SC 29527

PAT NAME	APPOINTMENT
DK DANIEL E. KNIGHT	

DIAGNOSIS

1-Z98.89 POST OP VISIT
2-Z02.9

NUM	DOCTOR	TAX ID
3	PAUL E. SASSER, M.D.	57-0849570
10	GILBERTAS RIMKUS, M.D.	57-0849570

DATE	DR	PAT	DIAGPTRS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
08/08/16	10	DK		2P		[redacted]		1198.50	-1198.50
** APPLIES TO CHARGES ON: 05/15/16 CH									
08/08/16-05/15/16	10	DK		2C				636.00	-1834.50
08/11/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		-1834.50
08/25/16-08/25/16	3	DK	-2	00001		CHARGE MEDICAL	63.75		-1770.75
08/25/16	3	DK	-2	TAX		SALES TAX	4.23		-1766.52
08/25/16	3	DK		91P		PAYMENT FOR ME		67.98	-1834.50
** APPLIES TO CHARGES ON: 08/25/16 CHK#:11357									
11/15/16	10	DK		11P		PAYMENT BY CHE		321.09	-2155.59
** APPLIES TO CHARGES ON: 07/08/16 CHK#:7501									
11/15/16	10	DK		11P		PAYMENT BY CHE		146.91	-2302.50
** APPLIES TO CHARGES ON: 05/15/16 CHK#:7901									
11/15/16	3	DK		BDC		UNCOLLECTIBLE		12.66	-2315.16
11/15/16	3	DK		BDC		UNCOLLECTIBLE		39.59	-2354.75

REF PHYS : COLLINS, RACHEL TAX ID:

MESSAGES REF STATE: SC LIC # : 18116 TOT: -$2354.75

* The Balance shown may not be the entire Account Balance.
It only reflects the transactions listed on this statement.

PAYMENT MAY BE MADE BY CASH, CHECK, MC, VISA OR DISCOVER

Conway CRNA Anesthesia Services

STATEMENT

CONWAY CRNA ANESTHESIA SERVICE
PO BOX 16068
HIGH POINT, NC 27261
Toll Free: (888) 447-7220

000540794

DANIEL E. KNIGHT
206 ECUM SECUM PL
CONWAY SC 29527-6971

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW.

CARD NUMBER	SEC CODE
NAME ON CARD (PLEASE PRINT)	EXP. DATE
SIGNATURE	AMOUNT

STATEMENT DATE	ACCOUNT #	PAY THIS AMOUNT
6/19/16	000540794	$292.08

AMOUNT PAID

MAKE CHECK PAYABLE & REMIT TO:

CONWAY CRNA ANESTHESIA SERVICE
PO BOX 16068
HIGH POINT, NC 27261

☐ PLEASE CHECK BOX IF ABOVE ADDRESS IS INCORRECT AND INDICATE CHANGES ON BACK

DETACH HERE AND RETURN THIS TOP PORTION WITH YOUR PAYMENT
USING THE RETURN ENVELOPE ENCLOSED

DATE	DESCRIPTION OF SERVICE	DIAGNOSIS	BALANCE
5/15/16	ANESTHESIA SERVICES		$ 730.05
6/13/16	[redacted]		
6/13/16			

ACCOUNT BALANCE $292.08

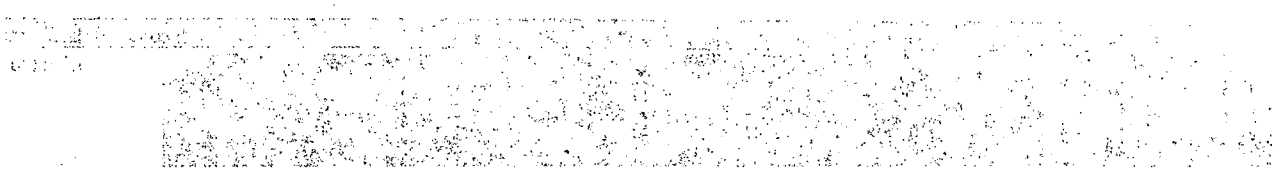
Balance Due: $292.08

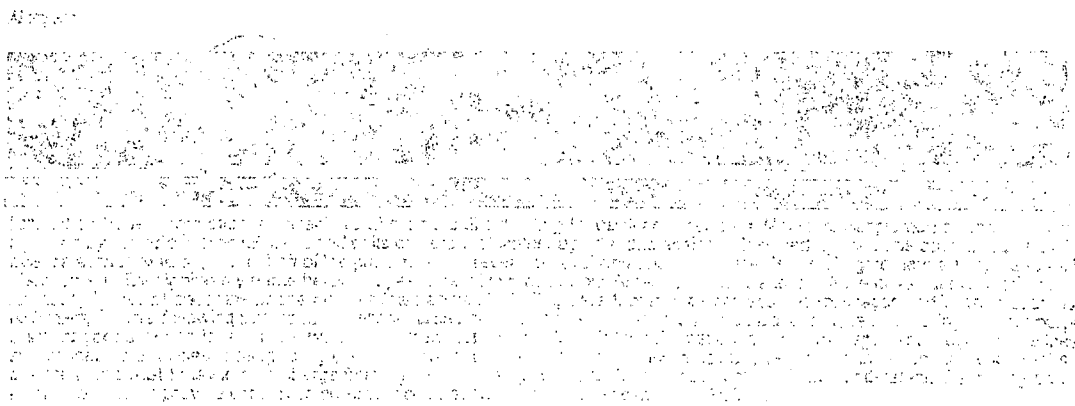
PAYMENT DUE UPON RECEIPT

Account Number: 000540794 Statement Date: 6/19/16

CONWAY CRNA ANESTHESIA SERVICE
PO BOX 16068
HIGH POINT, NC 27261
Toll Free: (888) 447-7220 IRS#:

Conway Anesthesia





INSURANCE BILL

CONWAY ANESTHESIA ASSOCIATES
P.O. BOX 546
COLUMBIA, SC 29202-0546

LAST PAYMENT		YTD PAY
06/22/16	$228.07	$228.07

OFFICE PH:866-821-3257 HOME PH:330-719-5830 BUSINESS PH: EXT:

DANIEL E. KNIGHT
206 ECUM CECUM DRIVE
CONWAY, SC 29527

PAT	NAME	APPOINTMENT
DK	DANIEL E. KNIGHT	

DIAGNOSIS
1-K63.1

NUM	DOCTOR	TAX ID
3	IHOR V MELNYTSKYY MD	57-0835798

DATE	DR	PAT	DIAGPTRS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
05/15/16	3	DK	-1	00840	QK	SERVICES (DAYS/UNITS = 8)	1540.00		1540.00
[redacted]									
05/15/16	3	DK	-1	99140	AA	SERVICES	180.00		1720.00
[redacted]									1491.93
[redacted]									454.25
[redacted]									274.25

MESSAGES

TOT: $274.25

YOUR 60 DAY BALANCE IS: $274.25
DUE UPON RECEIPT. PLEASE CALL IF YOU HAVE ANY QUESTIONS.

FOR QUESTIONS EMAIL US AT CWA@PATIENT-BILLING.COM

CONWAY ANESTHESIA ASSOCIATES
P.O. BOX 546
COLUMBIA, SC 29202-0546

LAST PAYMENT		YTD PAY
08/03/16	$365.09	$365.09

OFFICE PH:866-821-3257 HOME PH:330-719-5830 BUSINESS PH: EXT:

PAT	NAME	APPOINTMENT
DK	DANIEL KNIGHT	

DANIEL KNIGHT
206 ECUM CECUM DRIVE
CONWAY, SC 29527

DIAGNOSIS
1-K40.90

NUM	DOCTOR	TAX ID
1	SUSAN C BARBIERI MD	57-0835798

DATE	DR	PAT	DIAGPTRS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
07/08/16	1	DK	-1	00840	QK	SERVICES (DAYS/UNITS = 6)	1320.00		1320.00

[redacted]

MESSAGES

TOT: $64.43

YOUR 60 DAY BALANCE IS: $64.43
DUE UPON RECEIPT. PLEASE CALL IF YOU HAVE ANY QUESTIONS.

FOR QUESTIONS EMAIL US AT CWA@PATIENT-BILLING.COM

Team Health/Hospital Physicians Services

PO BOX 635061
CINCINNATI,OH 45263-5061

PATIENT STATEMENT

ACCOUNT NUMBER	STATEMENT DATE
60458006/421	04/12/17

60458006-421-1824

CHECK NUMBER	PAYMENT AMOUNT

FOR PROPER POSTING PLEASE WRITE IN CHECK NUMBER AND AMOUNT PAID

PLEASE WRITE YOUR ACCOUNT NAME ON YOUR CHECK MAKE PAYABLE IN U.S. DOLLARS TO:

DANIEL ERIC KNIGHT
206 ECUM CECUM DRIVE
CONWAY SC 29527

HOSPITAL PHYSICIANS SERVICES S
PO BOX 635061
CINCINNATI,OH 45263-5061

PATIENT NAME: DANIEL ERIC KNIGHT

TO PAY BY CREDIT CARD COMPLETE AND SIGN THE OTHER SIDE OF THIS STATEMENT

PHYSICIAN SERVICES RENDERED AT: CONWAY MEDICAL CENTER

PAYMENTS AND INSURANCE INFORMATION MAILED SEVEN DAYS PRIOR TO THE ABOVE STATEMENT DATE MAY NOT YET APPEAR.

TAXPAYER ID: 20-3566888

BILLING INQUERIES: 1-888-952-6772

HOURS OF OPERATION: MONDAY - FRIDAY 8AM TO 8PM & SATURDAY 10AM TO 3PM ET
PROVIDE INSURANCE INFO OR PAY BY CREDIT CARD AT WWW.TEAMHEALTH.COM/BILLING

DATE / INVOICE #	DX / CPT CODE	DESCRIPTION	PROVIDER	CHARGES	PAYMENT CREDITS
05/15/16 169506200R09.02	99223	INITIAL HOSPITAL CARE - 99223	SANTIAGO MD,KENNETH	415.00	
05/16/16 169506200R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	SANTIAGO MD,KENNETH	249.00	
05/17/16 169506200R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	SANTIAGO MD,KENNETH	249.00	
05/18/16	99233	SUBSEQUENT HOSPITAL CARE - 99233	SANTIAGO MD,KENNETH	249.00	
[redacted]				301.66	
				659.22	
05/19/16 169506202R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	BUDHOO MD,DAVID J	249.00	
05/20/16 169506202R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	BUDHOO MD,DAVID J	249.00	
05/21/16 169506202R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	BUDHOO MD,DAVID J	249.00	
05/22/16 [redacted]	99233	SUBSEQUENT HOSPITAL CARE - 99233	BUDHOO MD,DAVID J	249.00	
[redacted]				253.28	
				573.84	
05/23/16 169506204R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	VUPPALA MD,SRINIVAS	249.00	
05/24/16 169506204R09.02	99232	SUBSEQUENT HOSPITAL CARE - 99232	VUPPALA MD,SRINIVAS	169.00	
05/25/16 169506204R09.02	99232	SUBSEQUENT HOSPITAL CARE - 99232	VUPPALA MD,SRINIVAS	169.00	

PHYSICIAN CHARGES ARE NOT INCLUDED IN THE FACILITY BILL.

ACCOUNT NAME: **STATEMENT DATE:** **TOTAL NOW DUE** ➤

CONTINUED ON NEXT PAGE

PO BOX 635061
CINCINNATI,OH 45263-5061

P

PATIENT STATEMENT

ACCOUNT NUMBER	STATEMENT DATE
60458006/421	04/12/17

60458006-421-1824

CHECK NUMBER	PAYMENT AMOUNT

FOR PROPER POSTING PLEASE WRITE IN CHECK NUMBER AND AMOUNT PAID

DANIEL ERIC KNIGHT
206 ECUM CECUM DRIVE
CONWAY SC 29527

PLEASE WRITE YOUR ACCOUNT NAME ON YOUR CHECK MAKE PAYABLE IN U.S. DOLLARS TO:

HOSPITAL PHYSICIANS SERVICES S
PO BOX 635061
CINCINNATI,OH 45263-5061

PATIENT NAME: DANIEL ERIC KNIGHT

TO PAY BY CREDIT CARD COMPLETE AND SIGN THE OTHER SIDE OF THIS STATEMENT

PHYSICIAN SERVICES RENDERED AT: CONWAY MEDICAL CENTER

PAYMENTS AND INSURANCE INFORMATION MAILED SEVEN DAYS PRIOR TO THE ABOVE STATEMENT DATE MAY NOT YET APPEAR

TAXPAYER ID: 20-3566888

BILLING INQUERIES: 1-888-952-6772

HOURS OF OPERATION: MONDAY - FRIDAY 8AM TO 8PM & SATURDAY 10AM TO 3PM ET
PROVIDE INSURANCE INFO OR PAY BY CREDIT CARD AT WWW.TEAMHEALTH.COM/BILLING

DATE / INVOICE #	DX / CPT CODE	DESCRIPTION	PROVIDER	CHARGES	PAYMENT CREDITS
05/26/16 169506205R09.02	99232	SUBSEQUENT HOSPITAL CARE - 99232	MEXAS DO,NICHOLAS C	145.98 343.68 169.00 41.33 100.11	

PHYSICIAN CHARGES ARE NOT INCLUDED IN THE FACILITY BILL.

ACCOUNT NAME: 60458006/421 **STATEMENT DATE:** 04/12/17 (ACP) **TOTAL NOW DUE** ➤ 494.90

American Home Patient

AMERICAN HOMEPATIENT®

AMERICAN HOMEPATIENT
1400 HWY 544
CONWAY,SC 295288445 Ph: (843) 347-0711

Work Order

Patient Information

Ship To: DANIEL ERIC KNIGHT
206 ECUM SECUM PL
CONWAY, SC 295276971

[redacted]

9258816
Order# 9805365

Phone: (330) 719-5830
Diagnosis: R53.81:R53.82
Birth Date: 09/26/1974 Ht: 63 Wt: 160
Email:
Emergency Contact/Phone:
KNIGHT, ELIZABETH / 330-717-0532

Doctor/Phone:(Prescribing,Billing)
P: DR. GILBERTAS RIMKUS / (843) 347-7291
B: DR. GILBERTAS RIMKUS / (843) 347-7291
Responsible Party:

Facility ID: 10235
Customer #: 89000671355
Retail O2 License:
Expires:
Gas Wholesale License:
Expires:

Order Information

Scheduled: 05/25/2016 Order Date: 05/24/2016 Delivery Date: 05/25/2016

	Item #	R/S/L	Type	Description	Qty	Billed Amt.	Ext. Amt.
1	E0143		Sale	WALKER- ROLLING	1.0	$148.99	$148.99

MFG: Item #: Asset Tag: S/N:

Additional Instructions

Branch Notes: [redacted]

Allergies:

[redacted]

Patient Acknowledgement

I attest the above information is correct. I authorize the direct billing to Medicare, Medicaid, Medicare Supplemental, and/or private health insurance on my behalf by American HomePatient and/or its corporate affiliates, agents, and assigns. If signed by someone other than the patient, I acknowledge I have the authority to sign on behalf of the patient. I have received, read and understand the Terms of Agreement and agree to be bound by the Terms of Agreement. By signing my name below, I agree to receive emails from American HomePatient at the email address listed above and calls from American HomePatient at the phone number listed above, including calls that include prerecorded messages and/or are placed using autodialing equipment, for the following purposes: (i) service, billing or customer-service-related purposes; and (ii) telemarketing calls for purposes of the promotion or sale of goods or services to me including treatment options, health-related information, disease management programs, wellness programs, products and services or activities relating to my care. If I have chosen to provide a cell/wireless phone number, then I acknowledge that standard calling rates may apply and that I may incur a charge from my cell/wireless phone provider for such calls. I further understand that my agreement is optional, and I am not required to provide consent in order to receive services from American HomePatient.

Patient Signature | Print Patient's Name | Date | AHOM Rep

If someone other than the patient is signing the form, please complete the following information:

Legal Representative Signature | Print Legal Representative Name | Date | Print Patient's Name

Relationship to Patient | Reason Patient is unable to sign

Street Address | City State Zip | Phone

Form# Rev 02/11

Byrum Healthcare Centers

Byram Healthcare

3010 WOODCREEK DRIVE
SUITE A
DOWNERS GROVE, IL 60515

INVOICE Page 1

Account#: 34192352/6100
Invoice# 21055374
Date: 06/03/2016
P.O.#

To Re-order: 877-902-9726 or visit our website at www.mybyramhealthcare.com
For Billing Inquiries:866-791-5797

Billing Address:
KNIGHT DANIEL E
206 ECUM CECUM DRIVE

CONWAY SC 29527

Shipping Address:
KNIGHT DANIEL E
206 ECUM CECUM DRIVE

CONWAY SC 29527

CATALOG#	PRODUCT DESCRIPTION	QTY SHIPPED	UM	PRICE	TOTAL
SQ183910	STOMAHESIVE PASTE 2 OZ TUBE (1)	2	EA	$ 20.02	$ 40.04
SQ25510	STOMAHESIVE POWDER 1 OZ	3	EA	$ 17.51	$ 52.53
SQ411802	MOLDABLE DURAHESIVE SKIN BARRIER ME	2	BX	$ 108.38	$ 216.76
SQ413501	PROTECTIVE BARRIER WIPES STING-FREE	25	EA	$ 1.07	$ 26.75
SQ416416	POUCH 2PC DRN 1-3/4" FLNG TRNS 12"	2	BX	$ 59.13	$ 118.26

Comments:

[redacted]

Invoice Subtotal:	$ 454.34
Tax:	$ 0.00
Freight:	$ 0.00

[redacted]

PLEASE DISREGARD BILL IF YOU HAVE RECENTLY SUBMITTED PAYMENT

Byram Healthcare

Date :06/03/2016
Invoice# :21055374
Amount Due : $ 63.93

2 1 0 5 5 3 7 4

PLEASE INCLUDE THIS PORTION WITH PAYMENT

Byram Healthcare Centers
120 Bloomingdale Rd
Suite 301
White Plains NY 10605

To pay your bill online, please visit www.mybyramhealthcare.com
Amount Paid:

___Visa ___MasterCard ___American Express

Card Number: _____ Exp. Date: _____

Cardholder's Name: _____

Cardholder's Signature: _____

BYRAM Rev 1.2