

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

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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

FILED
17 FEB 15 11:57
CLERK OF COURT
CLERK OF COURT

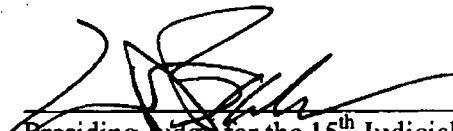
It appearing that entry of default has been obtained in this matter.

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.

FILED
17 FEB 24 AM 11:42
CLERK OF COURT
HORRY COUNTY, SC



Presiding Judge for the 15th Judicial Circuit

This the 21 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
CLERK
17 MAR 22 PM 3:46
SOUTH CAROLINA
15th JUDICIAL CIRCUIT

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

P. Brooke Eaves, Esquire

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ATTORNEY FOR PLAINTIFF

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

[Signature]

Note Pata, Special Referee

Horry County, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

Docket No.: 16-CP-26-8032

Daniel Eric Knight,

Plaintiff,

vs.

Phillip Ray Causey,

Defendant.

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.

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.

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

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.



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Special Referee, Fifteenth Judicial Circuit
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Dated: May 26, 2017
Surfside Beach, 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 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 SCRPC 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.

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.

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.

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 authority¹. 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.

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.

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 lawyer² and did not know what he was doing³. 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

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 testimony⁴. 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 Palsey-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.

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

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 SCRPC 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.

³ 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.

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,

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 filed⁶; 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

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

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 SCRPC 52(b) is denied.

B) Rule 59, SCRPC

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), SCRPC, 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

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

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 scarring⁷ 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.

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 contested⁸.

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

hearing. Plaintiff's counsel argued that the medical records from the Conway Medical Center Emergency Room on April 27, state that Plaintiff did lose consciousness⁹, 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 crystalloid¹⁰, 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 accustomed 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.

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 work¹¹ 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

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

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.

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 questions¹³.

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

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.

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 default¹⁴. 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 I.

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

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 6¹⁵, 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 hearing¹⁶. 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 judgment¹⁷. 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 or 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.

parties in default.” Rule 5, SCRPC. Plaintiff’s counsel argued that Rule 55(b), SCRPC, 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

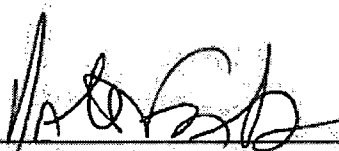
¹⁷ If this were a motion, then Rule 6 still would not apply because Defendant’s in default for failure to appear are not

four days notice, when no appearance has been made, of the time and place of the unliquidated damages hearing¹⁸. 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.



Naté 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, SCRPC.

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).

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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

P. Brooke Eaves, Esq.
April 26, 2017
Page 2

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 format 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

84431

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

RECEIVED

SEP 01 2017

SC Court of Appeals

DANIEL ERIC KNIGHT Respondent,

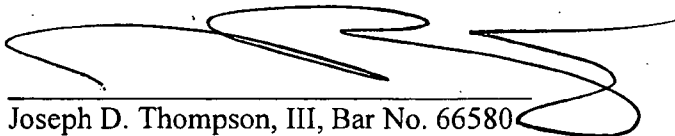
v.

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:

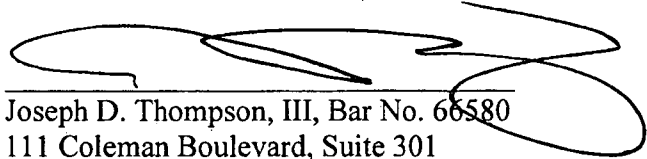
Ian D. Maguire, Esq.
P. Brooke Eaves, Esq.
Maguire Law Firm
1600 North Oak Street, Suite B
Myrtle Beach, SC 29577

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



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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 | 111 Coleman Boulevard, Suite 301
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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

Enclosures

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

RECEIVED

SEP 01 2017
SC Court of Appeals

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
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BILL THIRD PARTY

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

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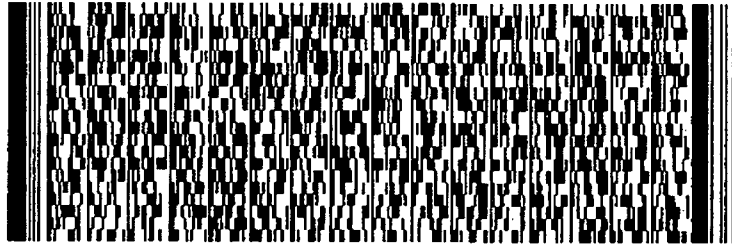
SEP 01 2017

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(803) 734-1890
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SC Court of Appeals
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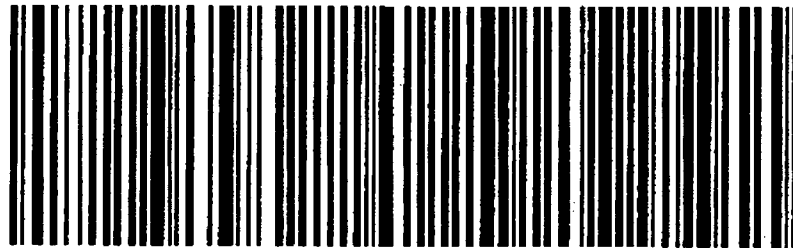
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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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 GRANTING JUDGMENT

RECEIVED

SEP 01 2017

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.

NF

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.

NP

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

NP

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



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 **RECEIVED**

SEP 01 2017

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 SCRPC 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.

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.

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, SCRCF.

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 authority¹. 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, SCRCF.

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, SCRCF.

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), SCRPC.

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 lawyer² and did not know what he was doing³. 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

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 testimony⁴. 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 Palsey-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.

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

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 SCRPC 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.

³ 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.

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,

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 filed⁶; 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, SCRPC.

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, SCRPC, 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, SCRPC, 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), SCRPC." 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), SCRPC.

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), SCRPC. Defendant did not demand a jury

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 SCRPC 52(b), 59(a)(2), and/or to alter or amend the judgment pursuant to Rule 59(e)

A) Rule 52(b), SCRPC

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), SCRPC 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

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. Piacquadro. 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

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

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 scarring⁷ 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.

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 contested⁸.

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

hearing. Plaintiff's counsel argued that the medical records from the Conway Medical Center Emergency Room on April 27, state that Plaintiff did lose consciousness⁹, 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 crystalloid¹⁰, 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 accustomed 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.

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 work¹¹ 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

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

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.

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 questions¹³.

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

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.

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 default¹⁴. 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.

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

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 6¹⁵, 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 hearing¹⁶. 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 judgment¹⁷. 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 or 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.

parties in default.” Rule 5, SCRPC. Plaintiff’s counsel argued that Rule 55(b), SCRPC, 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 hearing¹⁸. 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).

STATE OF SOUTH CAROLINA
COUNTY OF Horry

IN THE COURT OF COMMON PLEAS
2016 CP268032
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)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| <p>Contracts</p> <input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Fraud/Bad Faith (150)
<input type="checkbox"/> Failure to Deliver/Warranty (160)
<input type="checkbox"/> Employment Discrim (170)
<input type="checkbox"/> Employment (180)
<input type="checkbox"/> Other (199) _____ | <p>Torts - Professional Malpractice</p> <input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20____-NI-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) _____ | <p>Torts - Personal Injury</p> <input type="checkbox"/> Conversion (310)
<input checked="" type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Assault/Battery (370)
<input type="checkbox"/> Slander/Libel (380)
<input type="checkbox"/> Other (399) _____ | <p>Real Property</p> <input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) _____ |
| <p>Inmate Petitions</p> <input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) _____ | <p>Administrative Law/Relief</p> <input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) _____ | <p>Judgments/Settlements</p> <input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) _____ | <p>Appeals</p> <input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) _____ |
| <p>Special/Complex /Other</p> <input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) _____
<input type="checkbox"/> Sexual Predator (510) | | | |
| <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Pre-Suit Discovery (670) | | | |

2016 DEC 12 PM 3:03

Submitting Party Signature: P. Brooke Eaves

Date: 12/12/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, 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.**

20 16 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.



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

2016 CP28 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.



Ian D. Maguire, Esquire

SC Bar No.: 66587

P. Brooke Eaves, Esquire

SC Bar No.: 102021

MAGUIRE LAW FIRM

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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

Original File HEARING.prn
Min-U-Script® with Word Index

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

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

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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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PROCEEDINGS

1 THE COURT: Before we
2 get started I want to let everyone know, I'm Nate
3 Fata, I'm going to be the Special Referee and I'm
4 going to listen to the testimony in this case.
5 This case was referred to me by the Circuit Court
6 Judge and my job, as the Special Referee is to act
7 as the judge when it comes to the damages, what's
8 being sought, as far as compensation in this case.
9 So under the case law of South Carolina all the
10 allegations that are pled with factual
11 particularity in the lawsuit are deemed admitted
12 and so really the only issue for me to determine
13 is not whether someone did something wrong, but
14 the injuries or the compensation that was caused
15 by those actions that are alleged in the
16 complaint.
17 So and you, sir, are Mr. Causey?
18 MR. CAUSEY: Yes, sir.
19 THE COURT: Now, Mr.
20 Causey ---
21 (Off the record briefly. Mr. Causey's
22 dad tries to enter the hearing)
23 THE COURT: So what
24 we'll do, we will have testimony. Everyone will
25

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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.

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1 be sworn in as a witness and then after counsel
2 asks questions, you have the right to cross
3 examine and ask questions; okay? And I don't know
4 if I have seen ---
5 MR. CAUSEY: I mean I got
6 this paper in the mail like yesterday. I mean
7 this package came in the mail yesterday and I mean
8 I didn't even know ---
9 THE COURT: Do you have
10 the complaint?
11 MS. EAVES: I do.
12 THE COURT: I think you
13 may have sent it to me?
14 MS. EAVES: Yes.
15 THE COURT: I don't know
16 if I printed it out.
17 Okay, did you want to give me a brief
18 overview, an opening?
19 MS. EAVES: Sure, yes.
20 I'm Brooke Eaves and I represent the Plaintiff,
21 along with Ian Maguire, Maguire Law Firm. This is
22 our client, Daniel Eric Knight. He was involved
23 in a collision on April 27th of 2016. It occurred
24 at approximately 5:20 p.m. He was driving in
25 Loris on Highway 701, traveling south and the

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1 defendant in this case, Phillip Ray Causey, was
 2 traveling north on Highway 701. The defendant
 3 crossed the center line and collided with Mr.
 4 Knight's vehicle and caused Mr. Knight's vehicle
 5 to then crash into a third car. Mr. Knight's
 6 vehicle was impacted head-on and also on the
 7 driver's side and the vehicle was totaled. He
 8 immediately was taken by ambulance to Conway
 9 Medical Center and ended up having to undergo two
 10 surgeries to his abdominal region and now has to
 11 undergo a third surgery, which has been scheduled
 12 for May 8th, all causally related to this
 13 collision.
 14 He has suffered extensively. He had
 15 an ostomy bag for approximately fifty-seven days
 16 as a result of this. It caused -- his abdominal
 17 region was actually perforated in the collision
 18 and the injuries are very extensive, but we'll get
 19 into all of that. The total amount of medical
 20 bills that have already been incurred is
 21 \$177,134.76. He missed about three months from
 22 work as a result of this, so there's damages for
 23 that, as well. And then of course pain and
 24 suffering and loss of enjoyment of life for an
 25 extensive period of time and just the devastation

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1 it's done to him and his family and we'll go
 2 through all that.
 3 THE COURT: Very good.
 4 We can begin. Do you want to call your first
 5 witness?
 6 MS. EAVES: Sure. My
 7 first witness is Mr. Daniel Eric Knight.
 8 +++++
 9 Whereupon,
 10 (DANIEL ERIC KNIGHT, having been duly
 11 sworn, testified as follows:)
 12 +++++
 13 EXAMINATION
 14 BY MS. EAVES:
 15 Q. Please tell the Court your full
 16 name.
 17 A. Daniel Eric Knight.
 18 Q. And where are you from?
 19 A. Myrtle Beach.
 20 Q. And how long have you lived in the
 21 Myrtle Beach area?
 22 A. Since 1984.
 23 Q. And what is your educational
 24 background?
 25 A. I have a BA in English, a Master's

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1 in English and an Associates as a physical
 2 therapy assistant.
 3 Q. And where did you attend high
 4 school?
 5 A. Myrtle Beach High.
 6 Q. Okay. And what do you do for a
 7 living?
 8 A. I'm a physical therapy assistant at
 9 Loris Hospital.
 10 Q. And do you have any special
 11 certifications or training to do that?
 12 A. Yes, ma'am. In addition to having
 13 to complete a two-year associate degree, we
 14 also have to pass like a national board
 15 certification.
 16 Q. And prior to that what did you do
 17 for a job?
 18 A. Personal training, sports nutrition
 19 and I managed some Vitamin Worlds.
 20 Q. And how old are you currently?
 21 A. Forty-two.
 22 Q. And what is your date of birth?
 23 A. 9/26/1974.
 24 Q. And are you married?
 25 A. I'm separated right now.

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1 Q. And what is your wife's name?
 2 A. Elizabeth.
 3 Q. And do you have any children?
 4 A. We have a three-year old daughter
 5 named Caroline.
 6 Q. Do you remember the collision that
 7 you were involved in on April 27th of 2017?
 8 A. Yes, ma'am.
 9 Q. About what time did that collision
 10 occur?
 11 A. Like 5:15-5:20.
 12 Q. And what road were you traveling
 13 on?
 14 A. I was on 701.
 15 Q. And how did the collision occur?
 16 A. I was headed home from work on 701
 17 and this white truck just swerved directly into
 18 me. I mean if -- you know, it was -- it was so
 19 quick I had no time to react or anything.
 20 Q. And about how fast were you driving
 21 at the time of the collision?
 22 A. Like fifty-five.
 23 Q. And approximately how do you
 24 describe the speed that the Defendant was
 25 driving at the time of the collision?

Page 13

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

Page 14

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

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1 Q. And what type of damage was done to
 2 your vehicle?
 3 A. It was completely totaled. The
 4 windshield was shattered, the entire front end
 5 was crumpled up. The impact was so hard the
 6 center console was actually cracked and moved
 7 sideways inside the vehicle. All the air bags
 8 went off. The door had to be opened with
 9 crowbars just to be able to get me out of the
 10 car.
 11 Q. And I'm going to show you some of
 12 these pictures and we'll have them marked as
 13 Plaintiff's Exhibit 1, 2, 3 and 4.
 14 A. Yes, ma'am.
 15 MS. EAVES: The court
 16 reporter will do that.
 17 +++++
 18 (PHOTOGRAPH WAS MARKED
 19 FOR IDENTIFICATION
 20 AS PLAINTIFF'S
 21 EXHIBIT NUMBER 1)
 22 +++++
 23 BY MS. EAVES:
 24 Q. This is Plaintiff's Exhibit 1. Can
 25 you please tell the Court what this is a

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1 picture of?
 2 A. That is the driver's side of the
 3 vehicle where I was sitting.
 4 THE COURT: Is that
 5 the front left picture?
 6 THE WITNESS: It's
 7 this one, yes, sir.
 8 MS. EAVES: Yes,
 9 that's the top left and it looks like it's
 10 turned sideways by mistake there, but this is
 11 what it looks like.
 12 THE COURT: Got it.
 13 +++++
 14 (PHOTOGRAPH WAS MARKED
 15 FOR IDENTIFICATION
 16 AS PLAINTIFF'S
 17 EXHIBIT NUMBER 2)
 18 +++++
 19 BY MS. EAVES:
 20 Q. And I'm going to hand you
 21 Plaintiff's Exhibit 2. Can you please tell me
 22 what that's a picture of?
 23 A. That's the front end of the Honda.
 24 +++++
 25 (PHOTOGRAPH WAS MARKED

Page 17

1 FOR IDENTIFICATION
2 AS PLAINTIFF'S
3 EXHIBIT NUMBER 3)
4 ++++++

5 BY MS. EAVES:
6 Q. And Plaintiff's Exhibit 3, please
7 tell the Court what that is a picture of?
8 A. It's the side view of the front end
9 of the Honda, driver's side.
10 ++++++

11 (PHOTOGRAPH WAS MARKED
12 FOR IDENTIFICATION
13 AS PLAINTIFF'S
14 EXHIBIT NUMBER 4)
15 ++++++

16 BY MS. EAVES:
17 Q. And Plaintiff's Exhibit 4, tell us
18 what that is a photo of?
19 A. It's like a three-quarter view of
20 the front end of the Honda after that.
21 Q. And are those four photographs I
22 just showed you do they represent a fair and
23 accurate picture of your vehicle as it appeared
24 immediately after the collision on April 27th
25 of 2016?

Page 18

1 A. Yes, ma'am.
2 MS. EAVES: And I
3 would like to show these photographs to you as
4 well for you to look at.
5 THE COURT: Is there a
6 motion?
7 MS. EAVES: Yes. We
8 would like to offer at this time what's been
9 marked as Plaintiff's Exhibit 1, 2, 3, 4.
10 MR. CAUSEY: My truck
11 wasn't the one that caused this damage here.
12 THE COURT: Okay.
13 Sir, do you have any objections to those
14 photographs being introduced?
15 MR. CAUSEY: I just
16 say that my truck wasn't the one that caused
17 that damage because I hit him -- when my --
18 when my truck -- I connected on the side of the
19 truck and then somehow when I -- when I
20 connected on the side of his car a little bit
21 somehow ---
22 MS. EAVES: I'm going
23 to object to him offering any testimony right
24 now.
25

Page 19

1 MR. CAUSEY: Huh?
2 THE COURT: If you
3 have any objections to these photographs ---
4 MR. CAUSEY: All
5 right. Well, I'm just saying ---
6 THE COURT: --- coming
7 into evidence you can pose your objection now.
8 MR. CAUSEY: All I
9 object to is that I didn't cause all that
10 damage.
11 THE COURT: I
12 understand. And that's part of the liability
13 side that's already been determined. But these
14 are the photographs of the car involved in the
15 collision.
16 MR. CAUSEY: All
17 right. Well, that's fine. But I just object
18 to that, because I didn't cause the damage.
19 MS. EAVES: We offer
20 those into evidence and ask that they be
21 admitted.
22 THE COURT: Admitted.
23 ++++++
24 (PHOTOGRAPHS PREVIOUSLY MARKED
25 FOR IDENTIFICATION

Page 20

1 AS PLAINTIFF'S
2 EXHIBIT NUMBERS 1
3 THROUGH 4
4 WERE ADMITTED)
5 ++++++

6 BY MS. EAVES:
7 Q. Immediately after the collision
8 occurred did any portion of the inside of your
9 vehicle impact your body?
10 A. Yes. The airbags obviously went
11 off, hit me in the face. The front dash my
12 legs and knees slammed up into it hard enough
13 that it actually tore like it tore the entire
14 bottom of my khakis from the knee down like off
15 in the front. My arms either made contact with
16 the dash or the steering wheel. It happened so
17 quick I don't know.
18 Q. And were you wearing a seatbelt at
19 the time of the collision?
20 A. Yes, ma'am.
21 Q. And when the air bags hit you in
22 the face did that cause you to have a bloody
23 nose?
24 A. Yes, ma'am.
25 Q. And was your vehicle totaled as a

Page 21

1 result of this collision?
2 A. Yes, ma'am.
3 Q. Did you speak to either of the
4 other drivers involved in this collision at the
5 scene?
6 A. No, ma'am.
7 Q. Were you injured as a result of
8 this collision?
9 A. Yes, ma'am.
10 Q. And did you immediately go to the
11 hospital by ambulance?
12 A. Yes, ma'am.
13 Q. And what were your injuries at the
14 scene of the collision?
15 A. At the scene I had numerous cuts
16 and bruises to both my arms and legs. I had a
17 pretty good bruise on my hip. My nose was
18 busted. They put me in a cervical collar to
19 address whiplash. Obviously lower back from
20 the impact. My stomach from where the seatbelt
21 had hit me felt, you know, there was abdominal
22 pain. I broke a toe, I had pretty good bruises
23 and swelling on both hands. Really good
24 bruising on both arms like all up and down my
25 arms and general, I guess, where the seatbelt

Page 22

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

Page 23

1 up because you were having some blood in your
2 urine?
3 A. Yes, ma'am.
4 Q. And were you prescribed with pain
5 medications at that time?
6 A. Yes, ma'am.
7 Q. And did the severe pain in your
8 abdomen region continue up through May 15th of
9 2016?
10 A. Yes, ma'am.
11 Q. And on May 15th of 2016, is that
12 when you returned to Conway Medical Center due
13 to the pain?
14 A. Yes, ma'am.
15 Q. And at that time what happened?
16 A. So I went to the ER and, you know,
17 advised them that I was in severe significant
18 excruciating pain. I couldn't stand up
19 straight. They at first thought I was -- they
20 asked me if I was had a gunshot or a stabbing.
21 I told them I'd been in a car accident about
22 ten days previous or two weeks previous.
23 And so they put me on the CT for
24 another CT Scan. They actually had to hold my
25 legs down as my torso went in because it was

Page 24

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

Page 25

1 A. Yes, ma'am.
 2 Q. And what did the ileostomy entail?
 3 Can you describe that for us?
 4 A. You know, they take a -- so while
 5 part of your intestine is left inside healing
 6 where part of the -- or some of the damage is.
 7 They take the remaining portion, make an
 8 incision in your stomach area and they kind of
 9 split it -- stick it out and you have a like a
 10 bag like a colostomy except it's just higher
 11 up. So whenever you have a bowel movement it
 12 goes into the bag. You no longer have full use
 13 of your -- your bowels to be able to go to the
 14 bathroom.
 15 MS. EAVES: And I'm
 16 going to show you some photographs from your
 17 admission at the hospital. I'll ask that they
 18 be marked as Plaintiff's 1, 2, 3, 4, 5, 6, 7,
 19 8, 9, 10. These are the photographs enlarged.
 20 And if you would, those are available for you
 21 to look at too.
 22 THE COURT: We will
 23 let Madam Court Reporter catch up.
 24 MR. CAUSEY: I mean I
 25 didn't -- I didn't mean for none of this. The

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1 way he was say awhile ago like I meant -- I
 2 didn't mean for none of this to happen. This
 3 was an accident.
 4 THE COURT: Mr.
 5 Causey, you can ask him questions, but as far
 6 as making statements now is not the right time
 7 to do that, okay, sir.
 8 MR. CAUSEY: Well,
 9 when ---
 10 THE COURT: When he's
 11 done being examined by his lawyers then you can
 12 ask him questions.
 13 MR. CAUSEY: Well,
 14 I've never been in a situation like this. I
 15 just ---
 16 THE COURT: I
 17 understand.
 18 MR. CAUSEY: I mean I
 19 just ---
 20 ++++++
 21 (PHOTOGRAPH WAS MARKED
 22 FOR IDENTIFICATION
 23 AS PLAINTIFF'S
 24 EXHIBIT NUMBER 5)
 25 ++++++

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1 BY MS. EAVES:
 2 Q. Eric, I'm going to hand you
 3 Plaintiff's Exhibit 5 and can you please tell
 4 the Court what this is a photograph of?
 5 A. That is me at -- looks like I'm
 6 still in critical care.
 7 ++++++
 8 (PHOTOGRAPH WAS MARKED
 9 FOR IDENTIFICATION
 10 AS PLAINTIFF'S
 11 EXHIBIT NUMBER 6)
 12 ++++++
 13 BY MS. EAVES:
 14 Q. And this is Exhibit 6. Can you
 15 please tell the Court what that photograph is
 16 of?
 17 A. Also me in critical care.
 18 Q. And what is this tube hooked up to
 19 you?
 20 A. I had some pretty significant
 21 breathing and oxygen issues so I was
 22 continuously on either breathing treatments and
 23 health steroids or between five and six liters
 24 of oxygen after. But I was intubated first and
 25 then when they removed the intubation tube and

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1 put this on me.
 2 ++++++
 3 (PHOTOGRAPH WAS MARKED
 4 FOR IDENTIFICATION
 5 AS PLAINTIFF'S
 6 EXHIBIT NUMBER 7)
 7 ++++++
 8 BY MS. EAVES:
 9 Q. And this is Plaintiff's Exhibit 7.
 10 Can you explain what that photograph is of?
 11 A. Yeah, that's -- looks like that's
 12 the ileostomy bag. So I guess that's basically
 13 where any time I would have a bowel movement it
 14 would get deposited in that bag instead of
 15 going all the way through my -- all of my
 16 intestines.
 17 ++++++
 18 (PHOTOGRAPH WAS MARKED
 19 FOR IDENTIFICATION
 20 AS PLAINTIFF'S
 21 EXHIBIT NUMBER 8)
 22 ++++++
 23 BY MS. EAVES:
 24 Q. And this is Plaintiff's Exhibit 8.
 25 Can you please explain what that is a

Page 29

1 photograph of?
 2 A. Yeah. That is a JP drain. They
 3 basically put -- puncture a hole into the
 4 opposite side of your mid-section, put about a
 5 twelve-inch tube all the way into your stomach
 6 and they just use it to collect and drain any
 7 kind of blood and extra fluid that are in your
 8 abdominal cavity. And so it stays there for --
 9 mine stayed there until the day I left.
 10 +++++
 11 (PHOTOGRAPH WAS MARKED
 12 FOR IDENTIFICATION
 13 AS PLAINTIFF'S
 14 EXHIBIT NUMBER 9)
 15 +++++
 16 BY MS. EAVES:
 17 Q. And this is Plaintiff's Exhibit 9.
 18 Would you please explain to the jury what this
 19 is a photo of?
 20 A. It's the rather large wound
 21 covering for the section of my stomach that was
 22 opened and stapled.
 23 +++++
 24 (PHOTOGRAPH WAS MARKED
 25 FOR IDENTIFICATION

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1 AS PLAINTIFF'S
 2 EXHIBIT NUMBER 10)
 3 +++++
 4 BY MS. EAVES:
 5 Q. And this is Plaintiff's Exhibit 10.
 6 Would you please explain to the Court what this
 7 is a photograph of?
 8 A. Yeah, I had a Foley catheter while
 9 I was there and due to some kidney injuries
 10 there was a significant amount of blood in my
 11 urine so you can see that in the catheter bag.
 12 +++++
 13 (PHOTOGRAPH WAS MARKED
 14 FOR IDENTIFICATION
 15 AS PLAINTIFF'S
 16 EXHIBIT NUMBER 11)
 17 +++++
 18 BY MS. EAVES:
 19 Q. This is Plaintiff's Exhibit 11.
 20 Can you please explain what that is a
 21 photograph of?
 22 A. Yeah, that's the abdominal incision
 23 and the staples they used to try and close it
 24 up.
 25 +++++

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1 (PHOTOGRAPH WAS MARKED
 2 FOR IDENTIFICATION
 3 AS PLAINTIFF'S
 4 EXHIBIT NUMBER 12)
 5 +++++
 6 BY MS. EAVES:
 7 Q. And Plaintiff's Exhibit 12. Can
 8 you explain what this is a photograph of?
 9 A. Yeah, on the left hand side is
 10 where the -- so down the center is the
 11 abdominal incision. On the left hand side is
 12 the ileostomy bag and then you can see on the
 13 right hand side where the JP drain is coming
 14 out the other side of my stomach.
 15 +++++
 16 (PHOTOGRAPH WAS MARKED
 17 FOR IDENTIFICATION
 18 AS PLAINTIFF'S
 19 EXHIBIT NUMBER 13)
 20 +++++
 21 BY MS. EAVES:
 22 Q. Here is Plaintiff's Exhibit 13.
 23 Can you please explain what that is a
 24 photograph of?
 25 A. That is after they removed the

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1 staples and removed the wound vac. How the
 2 wound looked. At this point I think I was at
 3 home already. I think I'd been discharged. So
 4 it was left open to heal. And it developed a
 5 little bit of an abscess, a little bit of an
 6 infection and they were just ---
 7 +++++
 8 (PHOTOGRAPH WAS MARKED
 9 FOR IDENTIFICATION
 10 AS PLAINTIFF'S
 11 EXHIBIT NUMBER 14)
 12 +++++
 13 BY MS. EAVES:
 14 Q. This is Plaintiff's 14.
 15 A. Yeah, that's what that sort of
 16 gruesome looking circular hole in the middle of
 17 the incision is was the abscess and so that had
 18 to get drained and addressed as well.
 19 Q. And are all of these photographs,
 20 photographs of you when you and your body
 21 parts?
 22 A. Yes, ma'am.
 23 Q. And do these photographs fairly and
 24 accurately represent you and the body parts and
 25 the things described as they appeared

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1 immediately, you know, either while you were in
 2 the hospital or afterwards as a result of this
 3 collision?
 4 A. Yes, ma'am.
 5 MS. EAVES: Thank you.
 6 Now at this time we would offer what's been
 7 marked as Plaintiff's s 5 through 14 for
 8 identification into evidence.
 9 THE COURT: Any
 10 objection? No objection.
 11 MR. CAUSEY: I mean I
 12 have no ---
 13 THE COURT: Admitted.
 14 +++++
 15 (PHOTOGRAPHS PREVIOUSLY MARKED
 16 FOR IDENTIFICATION
 17 AS PLAINTIFF'S
 18 EXHIBIT NUMBERS 5
 19 THROUGH 14 WERE ADMITTED
 20 INTO EVIDENCE)
 21 +++++
 22 BY MS. EAVES:
 23 Q. And Mr. Knight, as a result of this
 24 collision did you also sustain an acute injury
 25 to your lungs?

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

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1 A. Yes, ma'am.
 2 Q. And did you also sustain an acute
 3 injury to your kidneys?
 4 A. Yes, ma'am.
 5 Q. And did you spend approximately --
 6 well, the first time you were admitted in a
 7 hospital for the surgeries as a result of this
 8 collision it looks like you spent -- did you
 9 spend approximately fifteen days admitted in
 10 the hospital?
 11 A. Yes, ma'am.
 12 Q. And when you were discharged was
 13 Amedisys Home Health required to provide home
 14 nursing for you?
 15 A. Yes, ma'am.
 16 Q. And did you require the use of the
 17 ostomy bag for approximately fifty-seven days?
 18 A. Yes, ma'am.
 19 Q. And can you please describe us in
 20 detail what those fifty-seven days were like
 21 with the ostomy bag and how that was?
 22 A. It was -- it was really pretty de-
 23 humanizing. It's such an interruption to your
 24 -- your normal life. You can't go out, you
 25 can't really spend time away from home because

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1 change out the ostomy bag?
 2 A. It would need to be drained about
 3 every hour and a half and then completely
 4 changed like every other day.
 5 Q. So about how many times a day would
 6 you have to drain the ostomy bag?
 7 A. Gosh, depending on what I was
 8 eating and how much I was drinking ten to
 9 twelve times a day.
 10 Q. And as a result of this collision
 11 did you have to have the first surgery due to a
 12 traumatic perforation of your terminal ileum?
 13 A. Yes, ma'am.
 14 Q. And did you also have to have a
 15 second surgery?
 16 A. I did.
 17 Q. And the second surgery that you had
 18 as a result of this collision, was that surgery
 19 an incisional hernia repair with mesh?
 20 A. Yes, ma'am.
 21 Q. And during that surgery did they
 22 place a biologic mesh in your abdomen?
 23 A. Yes, ma'am.
 24 Q. And is that mesh a six by ten
 25 centimeter approximate size?

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

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

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

Page 40

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

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

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1 hundred feet. I had to sit down in a chair
2 halfway through. One of the nurses had to
3 follow me with a wheelchair just so that I
4 could sit. And between pain and it was hard to
5 breathe. It was just a mess.
6 Q. And as a result of this collision
7 did you incur substantial medical bills?
8 A. Yes, ma'am.
9 MS. EAVES: I'm going
10 to ask that this be marked as Plaintiff's
11 Exhibit 15.
12 +++++
13 (SUMMARY OF
14 MEDICAL EXPENSES
15 WAS MARKED
16 FOR IDENTIFICATION
17 AS PLAINTIFF'S
18 EXHIBIT NUMBER 15)
19 +++++
20 BY MS. EAVES:
21 Q. And for your past medical -- well,
22 please tell the Court what is this? Is this a
23 summary of the medical expenses you've incurred
24 already?
25 A. Yes, ma'am.

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1 Q. And are those the bills that you
2 received as a result of this collision?
3 A. Yes, ma'am.
4 Q. And does this exhibit accurately
5 reflect the total costs of the bills that you
6 incurred that were casually related to the
7 collision on April 28th, 2016?
8 A. Yes, ma'am.
9 Q. And what is the total amount of
10 those medical bills?
11 A. A hundred seventy-seven thousand,
12 one hundred thirty-four dollars and seventy-six
13 cents.
14 THE COURT: Could you
15 repeat that number again?
16 THE WITNESS: It's a
17 hundred and seventy-seven thousand, one hundred
18 thirty-four dollars and seventy-six cents.
19 THE COURT: Thank you.
20 THE WITNESS: Yes,
21 sir.
22 BY MS. EAVES:
23 Q. And this amount does not include
24 the future surgery that is required; is that
25 correct?

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1 A. That's correct.
2 Q. And this does not include the
3 follow-up care you'll need after that surgery;
4 is that correct?
5 A. That's correct. Yes, ma'am.
6 Q. So this is just a summary of the
7 medical treatment that you've already had up to
8 this point?
9 A. Yes, ma'am.
10 MS. EAVES: At this
11 time I would offer this into evidence as
12 Exhibit 15, Plaintiff's Exhibit 15 into
13 evidence.
14 MR. CAUSEY: I have no
15 idea what I'm looking at. I mean ---
16 THE COURT: Those
17 appear to be the medical bills. Do you have any
18 objection?
19 MR. CAUSEY: Yeah, I
20 mean that's fine. But I mean I have no idea
21 what I'm looking at. That's fine. I mean it's
22 a mess of paperwork. I don't know
23 what ---
24 THE COURT: So
25 admitted.

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1 +++++

2 (MEDICAL BILL SUMMARY

3 PREVIOUSLY MARKED

4 FOR IDENTIFICATION

5 AS PLAINTIFF'S

6 EXHIBIT NUMBER 15

7 WAS ADMITTED

8 INTO EVIDENCE)

9 +++++

10 BY MS. EAVES:

11 Q. And Mr. Knight, as a result of this

12 collision did you miss a significant amount of

13 time from work?

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

15 Q. And why were you not able to work?

16 A. Mainly because I had open wounds,

17 but there's like a ten-inch incision going up

18 my stomach. So, you know, I have a job where

19 I'm transferring patients, picking up dumbbells

20 and not like heavy ones, but even like two and

21 three pound dumbbells, I was so limited in what

22 I could do in terms of just movement that I

23 couldn't go back to work. And it's not really

24 like the kind of job where you can have light

25 duty.

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1 Q. And you certainly -- you would not

2 have been able to return to work with the

3 ostomy bag; is that correct?

4 A. Correct.

5 Q. And were you written out of work by

6 your doctor from May 15th of 2016 through

7 August 15th of 2016?

8 A. Yes, ma'am.

9 Q. And during that time was your daily

10 income approximately a hundred and sixty-two

11 dollars and seventy-four cents per day?

12 A. Yes, ma'am.

13 Q. And did you miss sixty-five days

14 from work?

15 A. Yes, ma'am.

16 Q. And was your bi-weekly pay stub

17 approximately one thousand, six hundred and

18 twenty-seven dollars and thirty-seven cents?

19 A. Yes, ma'am.

20 MS. EAVES: I'm going

21 to ask that these check stubs be marked as

22 Plaintiff's exhibits. And these are

23 Plaintiff's Exhibit 16 and 17.

24 +++++

25 (PAY STUBS

Page 47

1 WERE MARKED

2 FOR IDENTIFICATION

3 AS PLAINTIFF'S

4 EXHIBIT NUMBER 16

5 EXHIBIT NUMBER 17)

6 +++++

7 BY MS. EAVES:

8 Q. Can you please describe what these

9 two documents are?

10 A. These are my pay stubs from May 5th

11 of 2016 and April 21st of 2016, just showing

12 what I earned, what my regular hours were.

13 Q. And do those documents fairly and

14 accurately reflect the amount of what your bi-

15 weekly paychecks were at the time?

16 A. Yes, ma'am.

17 MS. EAVES: At this

18 time I'll show these to the Defendant and then

19 I'll put them into evidence as Plaintiff's

20 Exhibits 16 and 17:

21 THE COURT: Any

22 objection, sir?

23 MR. CAUSEY: No, I

24 mean what he makes that's his. I mean that's -

25 - I can't object to what he makes, I mean.

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1 THE COURT: Admitted.

2 MS. EAVES: Thank you.

3 +++++

4 (PAY STUBS PREVIOUSLY MARKED

5 FOR IDENTIFICATION

6 AS PLAINTIFF'S

7 EXHIBIT NUMBERS

8 15 AND 16 WERE ADMITTED

9 INTO EVIDENCE)

10 +++++

11 BY MS. EAVES:

12 Q. And Mr. Knight, as a result of this

13 collision after the first surgery and second,

14 was your amount of lost wages ten thousand,

15 five hundred and seventy-eight dollars and ten

16 cents?

17 A. Yes, ma'am.

18 THE COURT: Can you

19 repeat that number?

20 MS. EAVES: Ten

21 thousand, five hundred and seventy-eight

22 dollars and ten cents. And I'm going to ask

23 that this be marked as Plaintiff's Exhibit.

24 +++++

25 (SUMMARY OF

Page 49

1 LOST WAGES
2 WAS MARKED
3 FOR IDENTIFICATION
4 AS PLAINTIFF'S
5 EXHIBIT NUMBER 18)
6 ++++++

7 BY MS. EAVES:
8 Q. And Mr. Knight, is this a summary
9 of your lost wages as a result of this
10 collision?
11 A. Yes, ma'am.
12 Q. And is Column 1 the amount of lost
13 wages that you've already incurred as a result
14 of this collision?
15 A. Yes, ma'am.
16 Q. After this third surgery has your
17 doctor explained to you that you're going to
18 have to miss at least two more weeks of work?
19 A. Yes, ma'am.
20 Q. And is Column 2 an accurate
21 reflection of the amount of lost wages you will
22 miss for a two-week period?
23 A. Yes, ma'am.
24 Q. And is the total of lost wages here
25 twelve thousand, eight hundred and fifty-six

Page 51

1 that right?
2 A. Yes, ma'am.
3 MS. EAVES: I'm going
4 to ask that this be marked as Plaintiff's
5 Exhibit.
6 ++++++
7 (SUMMARY OF
8 MEDICAL RECORDS
9 WAS MARKED
10 FOR IDENTIFICATION
11 AS PLAINTIFF'S
12 EXHIBIT NUMBER 19)
13 ++++++

14 BY MS. EAVES:
15 Q. And is this a summary of your
16 medical records that you received the treatment
17 as a result of this collision?
18 A. Yes, ma'am.
19 Q. And is does this include a copy of
20 all of your medical records from this
21 collision?
22 A. Yes, ma'am.
23 Q. To date?
24 A. Yes, ma'am.
25 MS. EAVES:

Page 50

1 dollars and forty-six cents?
2 A. Yes, ma'am.
3 MS. EAVES: At this
4 time we would like to move to offer this as
5 Plaintiff's Exhibit 18 into evidence. And
6 there it is if you want to look at it.
7 THE COURT: Admitted.
8 No objection.
9 ++++++
10 (SUMMARY OF LOST WAGES
11 PREVIOUSLY MARKED
12 FOR IDENTIFICATION
13 AS PLAINTIFF'S
14 EXHIBIT NUMBER 18
15 WAS ADMITTED
16 INTO EVIDENCE)
17 ++++++

18 BY MS. EAVES:
19 Q. And as a result of this collision
20 were you given a weight restriction on the
21 amount you could lift?
22 A. Yeah, I'm currently unable to lift
23 more than twenty pounds.
24 Q. And it looks like you've had quite
25 a significant amount of medical treatment; is

Page 52

1 this time I'll show them to you.
2 MR. CAUSEY: Ain't no
3 reason -- I mean I ---
4 MS. EAVES: And I
5 offer Plaintiff's Exhibit 19 into evidence.
6 MR. CAUSEY: It'd take
7 me six years to Sunday and read all that.
8 THE COURT: Admitted.
9 ++++++
10 (SUMMARY OF
11 MEDICAL BILLS PREVIOUSLY
12 MARKED FOR
13 IDENTIFICATION AS
14 EXHIBIT NUMBER 19
15 WAS ADMITTED
16 INTO EVIDENCE)
17 ++++++

18 BY MS. EAVES:
19 Q. And before this collision what kind
20 of activities did you like to do?
21 A. Family stuff with my daughter.
22 Obviously she's three so she's -- she's at that
23 age. She was two then, just started walking
24 and running and it was -- it was fun to try and
25 keep up with her. I also was a competitive

Page 53

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

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1 year.
 2 Q. And did you win a national title,
 3 or a few actually in power lifting?
 4 A. Yes, ma'am. I won three between
 5 the 148 class and the 132 class.
 6 Q. And in 2009, did you actually win
 7 the world record lifting for 303.1 pounds of
 8 bench pressing?
 9 A. Yes, ma'am.
 10 Q. And now that you're over forty
 11 years old were you entering the Masters Weight
 12 Class for power lifting?
 13 A. I was, yes.
 14 Q. And the week before the collision
 15 how much were you able to bench?
 16 A. The week, literally the week before
 17 I did a max out week. I benched 355. Squatted
 18 385, dead lifted 395 and was doing box jumps at
 19 38 inches for three reps. So I mean in turn
 20 which I'm only 5'3" so thirty-eight inches if
 21 you're really, you know, if you're J.J. Watt
 22 and six, five that's a lot. When you're this
 23 high off the ground I'd say at that point I was
 24 probably in the best overall shape of my life
 25 just because I was -- I was more well rounded

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1 as an athlete.
 2 Q. And prior to this collision were
 3 you asked to be a guest in local lifting
 4 events?
 5 A. Yes, ma'am. I was a guest lifter
 6 at several events in Charleston.
 7 Q. And before this collision did you
 8 like to run and enjoy cross country?
 9 A. Yes, I did several 5Ks and ran
 10 cross country in high school. And it was --
 11 for me it was always just an enjoyable way to
 12 just kind of relieve stress.
 13 Q. And prior to the collision how fast
 14 could you run a mile?
 15 A. Under eight minutes.
 16 MS. EAVES: I'm going
 17 to show you some photographs and ask that they
 18 be marked as Plaintiff's Exhibits.
 19 MS. EAVES: I'm not
 20 sure what number we're on now.
 21 THE COURT: 20.
 22 MS. EAVES:
 23 Plaintiff's 20.
 24 +++++
 25 (PHOTOGRAPH WAS MARKED

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1 FOR IDENTIFICATION
 2 AS PLAINTIFF'S
 3 EXHIBIT NUMBER 20)
 4 +++++
 5 BY MS. EAVES:
 6 Q. Can you please describe for the
 7 Court what is in that first photo up there,
 8 Plaintiff's 20?
 9 A. It sounds so vain to say it out
 10 loud, but I mean it's actually -- it's actually
 11 a body building pose. There's seven mandatory
 12 poses you have to do and that was called the
 13 most muscular.
 14 +++++
 15 (PHOTOGRAPH WAS MARKED
 16 FOR IDENTIFICATION
 17 AS PLAINTIFF'S
 18 EXHIBIT NUMBER 21)
 19 +++++
 20 BY MS. EAVES:
 21 Q. And in this photograph, Number 21.
 22 A. Front double biceps.
 23 Q. And is this, Exhibit 20, is this a
 24 photograph of you after you won the world
 25 record for lifting in 2009?

1 A. Yes, ma'am.
2 +++++
3 (PHOTOGRAPHS WERE MARKED
4 FOR IDENTIFICATION
5 AS PLAINTIFF'S
6 EXHIBIT NUMBER 22
7 EXHIBIT NUMBER 23
8 EXHIBIT NUMBER 24)
9 +++++

10 BY MS. EAVES:

11 Q. And are these photos also of you
12 from body building?

13 A. Yes, ma'am.

14 Q. And do these photographs,
15 Plaintiff's Exhibit 20 through 25, fairly and
16 accurately reflect -- excuse me, 20 through 24,
17 fairly and accurately reflect the physical
18 condition that you were in prior to this
19 collision?

20 A. Yes, ma'am.

21 MS. EAVES: I'll hand
22 these to you these to look at and I'd like to
23 offer these please into evidence, Plaintiff's
24 Exhibits 20 through 24.

25 MR. CAUSEY: I mean I

1 A. No.

2 Q. Will you ever be able to do power
3 lifting competitions again?

4 A. No, not with the amount of hernia
5 repairs and the mesh and stuff. Dr. Rimkus has
6 told me that's pretty much done.

7 Q. And how much does your daughter
8 weigh?

9 A. Right now about twenty-three
10 pounds.

11 Q. And are you able to lift her?

12 A. No, ma'am.

13 Q. Are you able to play with her like
14 you could before this?

15 A. No, ma'am.

16 Q. And how has this collision impacted
17 your marriage?

18 A. My wife and I are separated. She
19 says I'm just not the same person since the
20 wreck. I think she may have -- she took on a
21 lot of responsibility caring for me and I don't
22 know if she grew to resent some of that or that
23 I couldn't do -- I mean I get it. It's -- it's
24 not fair to her, I'm not the same person I was
25 before the accident. I can't go out and do all

1 can see the pictures on the board so look over
2 and we're looking at the same pictures there as
3 on the board; right?

4 MS. EAVES: That's
5 correct.

6 THE COURT: Okay.
7 They're admitted.

8 +++++
9 (WAS MARKED
10 FOR IDENTIFICATION
11 AS PLAINTIFF'S
12 EXHIBIT NUMBERS 20
13 THROUGH 24 WERE
14 ADMITTED INTO EVIDENCE)
15 +++++

16 BY MS. EAVES:

17 Q. And how much weight did you lose
18 after the collision?

19 A. Forty -- like forty-one pounds.

20 Q. And you're currently still under a
21 lifting restriction of twenty pounds; is that
22 correct?

23 A. Yes, ma'am.

24 Q. Have you been able to do any power
25 lifting at all since the collision?

1 the things and -- you know, we went to Orlando
2 for Caroline's birthday and I couldn't walk the
3 park for eight hours like we used to do and do
4 all the things that the person she married.
5 She had expectations so, yeah, we're -- we're
6 separated and I only get to see my daughter
7 every other weekend now.

8 Q. And as a result of this collision I
9 know that you've now returned to work, but are
10 you restricted in what you're able to do in
11 your job now?

12 A. Yes, ma'am. Because of the lifting
13 restriction I can't see patients in the
14 hospital so my job is split. It was split
15 outpatient and inpatient. And the inpatient
16 were all the people in the hospital, patients
17 with pneumonia or COPD or just general de-
18 conditioning. Anything where they would need
19 to be admitted and need physical therapy. But
20 because of the risk of them falling and I can't
21 help transfer them and lift them I can't see
22 any of those patients.

23 And then if I have a patient on my
24 schedule, an outpatient who has suffered a
25 traumatic brain injury or a stroke or any kind

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1 of neurological event and they're in a
2 wheelchair or they need a walker, I either have
3 to switch that patient off my schedule with
4 another therapist. And when I can't do that I
5 have to just try to get the other therapist to
6 leave their patients so they can come help me
7 with my patient because the risk of my patient
8 falling. I really can't like the last thing I
9 need is, you know, to make this hernia I have
10 worse trying to lift more than I need to be
11 lifting.
12 Q. And did you have to use a rolling
13 walker for ambulation?
14 A. Yes, ma'am.
15 Q. And how long did you have to use
16 that?
17 A. About two weeks.
18 Q. And what kind of foods are you
19 unable to eat now?
20 A. It's a pretty good list and I can
21 never be sure when something new is going to
22 hit me. I went to the Olive Garden this week
23 and I thought I was okay with everything except
24 the salad. I know I can't eat salad. Salad
25 just goes right through me. Apparently I can't

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1 eat Olive Garden food any more either. It just
2 about tore me up.
3 I can't eat any kind of steak.
4 Ground beef is a little more tolerable I think
5 because it's ground up. But steak is
6 completely out. I used to love Mexican food.
7 I like spicy food. That's -- but I can't have
8 it anymore. So no Mexican no Thai. Sort of my
9 big vice. I drink a lot of soda. And now I
10 really have to watch that because it just -- it
11 bothers my GI system pretty good, the
12 carbonation in it. Anything really high in
13 fiber basically. So not just salad, but
14 broccoli, cauliflower, kale, spinach, any of
15 that stuff, just can't tolerate it.
16 Q. And do you now have a permanent
17 scar as a result of this collision?
18 A. Two of them.
19 Q. And where are the scars that you
20 have?
21 A. The big one runs from just beneath
22 what used to be my belly button to about here
23 and it's a couple of centimeters wide. And
24 then where the ileostomy take down was and they
25 fixed the hernia so from here to here is

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1 another one. And then I presume I'm going to
2 have multiple more from the next procedure from
3 Dr. Rimkus.
4 Q. And do you also have scars on your
5 legs as a result of this collision?
6 A. I did from where my shins and knees
7 hit the dash.
8 Q. And are there any other activities
9 that you're not able to do that you could do
10 before or that you can do but not as well?
11 A. I mean any -- any -- my overall
12 just endurance and conditioning. My lungs have
13 never really felt like they're a hundred
14 percent where they need to be. So where I used
15 to be able to get on a treadmill and, you know,
16 do some interval training and really go all out
17 or do some like boxing and really just go all
18 out, now I actually get the lung pain from
19 that. So I -- I can't. Like I can still do a
20 lot of the stuff, but I can't do it to the --
21 at the level I used to be able to at all. I'm
22 very limited when it comes to just any kind of
23 endurance and cardiovascularly.
24 Q. And for the fifty-seven days with
25 the ostomy bag what was performing your

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1 activities of daily living like during that
2 time?
3 A. My ADLs basically consisted of
4 sitting in a recliner six hours a day, laying
5 in bed twelve hours a day and then up for
6 meals. I mean it was -- I was in so much pain
7 and you can't really get around because of the
8 ileostomy bag so well. It feels like it's
9 always in the way, it's hanging out from your
10 shirt. You can't tuck it in your -- your
11 shorts or your jeans. It was pretty limiting
12 really.
13 Q. And were you prescribed pain
14 medications as a result of this collision?
15 A. Yes, ma'am.
16 Q. And what kind of pain medications
17 did you have to take?
18 A. Oxycodone I feel like.
19 Q. Yes. And were you also given
20 Percocet?
21 A. Percocet, yes, ma'am. Whichever
22 one of those has Tylenol in it was the one they
23 took me off of and put me on the other one
24 because my liver enzymes were so high after the
25 accident there was concern that I had some kind

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

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

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

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

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

25 Q. How would you describe the pain and

1 and cut up so you got no trunk strength.

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

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

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

24 A. Oh, yeah.

25 Q. And would you be able to be

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

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

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

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

1 comfortable going to the beach without a shirt
2 on?

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

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

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

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

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

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

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

1 You know, the goal was every year
 2 to go to Disney World and take pictures of
 3 Carolina with Cinderella. So we've got two of
 4 those. We won't be doing that any more.
 5 I'm in a constant battle with my Ex
 6 about when to see her, how we're going to divvy
 7 up summer vacation time. The only house and
 8 home I've known for the last ten years, I got
 9 displaced from because of this, so now I'm
 10 forty-two and living with a roommate which is
 11 kind of embarrassing. But on short notice I
 12 had to just move in with the first person I
 13 could find. So now I feel I'm constantly in my
 14 roommate's way. You know, because I'm either
 15 in the way in the bathroom or I'm in the way in
 16 the kitchen or whatever, so I kind of feel bad
 17 about that. It's just been an upheaval. Not
 18 one possible thing is normal. My normal is no
 19 longer normal at all.
 20 Q. And did this collision cause you to
 21 suffer any mental anguish or anxiety?
 22 A. Oh, yeah, absolutely. Just a lot
 23 of, I mean I don't know if it's anxiety or
 24 depression that -- and even now like if I don't
 25 have my daughter on a weekend, it's a pretty

1 you know, level weight. Well, now I can't
 2 really do that. My time at the gym is let me
 3 walk on the treadmill for thirty, forty-five
 4 minutes.
 5 Q. And prior to this collision were
 6 you a member of a church anywhere?
 7 A. St. Andrews Catholic Church in
 8 Myrtle Beach.
 9 Q. And during the fifty-seven days
 10 with the ostomy bag were you unable to attend
 11 church services?
 12 A. Yes.
 13 MS. EAVES: Can we go
 14 off the record just for a second. I think we
 15 may be finished with you, almost.
 16 (A brief recess was taken.)
 17 BY MS. EAVES:
 18 Q. I'm going to go back on the record.
 19 And we were talking about the scarring that you
 20 had. Would you mind lifting up your shirt and
 21 showing the Court your abdomen region?
 22 A. That's the one that when after the
 23 actual recision of the -- where the repair
 24 thing, ileostomy or the where the intestines,
 25 that's where the ileostomy was. And this pouch

1 fair bet I'm going to sleep Saturday and Sunday
 2 until four o'clock, five o'clock in the
 3 afternoon. I just don't want to get out of
 4 bed. I don't want to do anything. I'll drag
 5 myself out of bed when I have to go to work or
 6 if I know I'm going to have Caroline we can do
 7 something, but otherwise I'm pretty unmotivated
 8 to do anything at all.
 9 Q. And is some of the depression also
 10 related to never being able to do your power
 11 lifting hobbies again?
 12 A. Yeah, for me that was a good stress
 13 reliever. It was my hour and a half every day
 14 I could go and get those endorphins released
 15 and feel like -- it sounds stupid, but, you
 16 know, if I go to the gym a fifty pound dumbbell
 17 is always going to be a fifty pound dumbbell.
 18 No matter what kind of day I've had it if it's
 19 a bad day, a good day or whatever that weight's
 20 never going to change. And so it kept me
 21 grounded. It kept me humble, it gave me
 22 something to work hard for and it gave me a
 23 sense of accomplishment. And it never -- it
 24 never judged, it never debated, it just was
 25 what it was. It was a very straightforward,

1 is not me eating too many donuts, that's
 2 actually there because of the current hernia
 3 that I have. It usually would not be -- I
 4 don't usually have an outie I usually have an
 5 innie if that helps. So ---
 6 Q. And the pain and the suffering you
 7 were describing and the loss of enjoyment of
 8 life, is there any amount of money that could
 9 ever really compensate you for the pain and the
 10 loss of enjoyment you've been through?
 11 A. No. No, I mean, how do you put a
 12 price on your family..
 13 MS. EAVES: That's all
 14 I have for this witness at this time.
 15 THE COURT: Any
 16 questions for cross examination?
 17 MR. CAUSEY: The only
 18 thing, I've got in one department when he was
 19 talking about the collision and -- and he was
 20 sitting there saying that I was going the same
 21 speed or speeding. He don't know how fast I
 22 was going. I wasn't speeding because I had
 23 just turned out of a road prior -- like a mile
 24 or so down the road. So I wasn't speeding.
 25 And I didn't -- it was an accident. I didn't

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1 purposely veer into him like he was saying. It
 2 was just an accident that should -- I wish it
 3 wouldn't have happened. I mean I feel bad for
 4 him. I mean I do, I honestly to God wished it
 5 wouldn't have happened. I did not mean for
 6 none of this to happen and I am sorry for any -
 7 - for any pain and suffering or anything like
 8 that that you had to go through. But I honest
 9 to God did not mean for this to happen. It was
 10 just an accident, you know. And, you know,
 11 and ---
 12 THE COURT: Well, I'm
 13 sure he appreciates that, but as far as his
 14 testimony on his medical treatment and you
 15 can't say ---
 16 MR. CAUSEY: No, I
 17 can't ---
 18 THE COURT: --- do you
 19 have any questions of him. This is your
 20 opportunity to ask him any questions about his
 21 treatment, ---
 22 MR. CAUSEY: I
 23 can't ---
 24 THE COURT: medical
 25 treatment, his pain, his suffering, his losses

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1 as a result of the collision. So I'd want to
 2 make sure you have the opportunity to ask him
 3 any questions.
 4 MR. CAUSEY: Well, I
 5 don't -- I mean I can't -- how can I -- I don't
 6 -- I can't I mean I can't judge -- I can't say
 7 anything about what he did or didn't go to
 8 because I wasn't there. So I don't know if he
 9 -- if any -- every bit of that could be false
 10 if it's or it could be -- which it's all true.
 11 I don't know because I wasn't there. So how am
 12 I supposed to object to something I don't even
 13 know what ---
 14 THE COURT: Well, you
 15 can ask him a question if you would like. Do
 16 you want to ask him?
 17 MR. CAUSEY: Well, I
 18 mean, no, I just want to just know that I
 19 didn't -- I mean I just object to the part
 20 about the -- the speeding that he said that I
 21 was going and the part where he said that he --
 22 they -- he don't even -- I mean where he knew
 23 where my truck was because he didn't even --
 24 they took him out of the ambulance or whatever
 25 car and brought him. He didn't even see where

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1 my truck was until. So I mean I don't -- I
 2 just don't want him to say -- I just don't want
 3 it made out like -- like I done this on purpose
 4 or something, because it was just an accident.
 5 The way it was worded, the way everybody -- the
 6 way he said that I just want to --- I mean I
 7 wasn't speeding and I just want him to that it
 8 was -- that there wasn't nothing done on
 9 purpose the way -- the way he said or the way
 10 it sounded like he said it.
 11 THE COURT: Okay.
 12 Very good.
 13 THE COURT: Okay.
 14 Very good. I have one question. On -- there
 15 are -- there's been two past surgeries?
 16 MS. EAVES: Yes.
 17 THE COURT: And
 18 there's a third surgery for the hernia coming
 19 up?
 20 MS. EAVES: Yes, and
 21 we have a life care planner coming to testify.
 22 THE COURT: But the
 23 two past surgeries, I understand the first
 24 surgery was for the perforation in the
 25 intestine so set up the ileostomy or conduct

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1 the ileostomy?
 2 MS. EAVES: Yes.
 3 THE COURT: And then
 4 the second surgery was that to reconnect the
 5 small intestine?
 6 MS. EAVES: The second
 7 surgery was to take down the ileostomy ---
 8 THE COURT: Right.
 9 MS. EAVES: --- and
 10 remove it and I believe to repair a hernia.
 11 Let me double check to be sure.
 12 THE COURT: Okay. So
 13 the second surgery actually re-connected the
 14 intestine and also repaired a hernia?
 15 MS. EAVES: Yes, the
 16 second surgery -- I'll hand you this just for
 17 your reference, is the repair of the hernia
 18 with mesh and closure of the ileostomy.
 19 THE COURT: Okay. All
 20 right. And that's when you got the mesh?
 21 Okay. Got you. I don't have any more
 22 questions.
 23 +++++
 24 MS. EAVES: Okay. For
 25 our next witness we'd like to call Ms.

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1 Piacquadio, the nurse life care planner.
 2 THE COURT: Let's take
 3 a two minute break.
 4 (A brief recess was taken.)
 5 MS. EAVES: Good
 6 afternoon. I would like to call our second
 7 witness and Ms. Kim Piacquadio to the stand to
 8 testify and I'm sorry if I butchered your last
 9 name.
 10 MS. PIACQUADIO: It's
 11 fine.
 12 +++++
 13 Whereupon,
 14 (KIM PIACQUADIO, having been duly
 15 sworn, testified as follows:)
 16 +++++
 17 EXAMINATION
 18 BY MS. EAVES:
 19 Q. Please state your full name for the
 20 record.
 21 A. Kimberly Piacquadio.
 22 Q. And if you could please explain
 23 your role here today for the Court.
 24 A. I was asked to prepare a nurse life
 25 care plan for Mr. Knight. And as a registered

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

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

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

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

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

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

16 A. Yes, ma'am.

17 Q. And did you also review the medical
18 billing?

19 A. Yes, ma'am.

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

23 A. I did.

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

1 MS. EAVES: Exhibit
2 25, yes. Here is a copy, Mr. Defendant, for
3 your reference.

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

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

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

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

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

22 BY MS. EAVES:

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

1 you prepared for this case?

2 A. Yes, ma'am.

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

6 THE WITNESS: That's
7 my CV.

8 +++++
9 (LIFE CARE PLAN
10 WAS MARKED
11 FOR IDENTIFICATION
12 AS PLAINTIFF'S
13 EXHIBIT NUMBER 25)

14 +++++
15 MS. EAVES: And this
16 is the CV that we'll have marked as an exhibit
17 as well.

18 +++++
19 (CV WAS MARKED
20 FOR IDENTIFICATION
21 AS PLAINTIFF'S
22 EXHIBIT NUMBER 26)

23 +++++
24 THE COURT: Is 25, the
25 Life Care Plan and 26 the CV?

1 A. Yes, ma'am.

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

7 A. Yes, ma'am.

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

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

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

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

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1 really disabling things of this whole -- whole
2 thing is that if he's limited to twenty pounds
3 weight lifting and he's a physical therapy
4 assistant and he works with these individuals
5 every day he is no longer able to lift a
6 patient and do a safe transfer. That would be
7 one of the biggest things that I saw and he is
8 relying on colleagues to lift those patients so
9 that they can get him transferred to a safe
10 place so that he would be able to continue to
11 work with them and exercise them. That was a
12 big limitation and that's a concern.
13 There are -- there is pain in his
14 abdomen and low back that continues with very
15 little relief from medication. Strictly
16 looking at limitations is going to also include
17 his diet. He will not longer be able to eat a
18 regular diet or the diet he has in the past due
19 to his surgeries. And even with my experience,
20 I have -- I have worked with patients like this
21 in the past and you are limited and you will
22 have an altered elimination pattern going
23 forward even though the ileostomy is closed up,
24 because you now have a shorter bowel and that
25 brings with it its own challenges.

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1 Those were the three. And finally
2 I think the frustration that I -- I see and was
3 able to assess, because in his previous life
4 pre-accident he was very active. He was a
5 nutritionist, he was a bodybuilder, he took
6 great pride in his appearance in taking care of
7 his own body and he still does, I have no
8 doubt. But he won't be able to function in the
9 same ways going forward as far as weight
10 lifting and dieting and nutrition and the life
11 he was accustomed to living pre-accident.
12 Q. And did he also discuss with you
13 the impact that this has had on his family?
14 A. He did. You know his wife was a
15 primary caregiver throughout this process and
16 that is no easy feat. When you have someone
17 that you have been with and I mean you're --
18 you're really intimate them when you become a
19 primary caregiver when you have such a change
20 in an abdominal incision and surgery and now
21 you can no longer eliminate as any of us around
22 this table will, but through a colostomy. And
23 that affects people.
24 The psychosocial impact on that is
25 very big. And so what has ultimately happened

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1 is now that he -- she saw him through these
2 surgeries, he was back on his feet, back to
3 work, they are now in the middle of a
4 separation. He no longer gets to see his
5 daughter. One of the challenges there with the
6 twenty-pound weight lift, how do you lift your
7 little girl, she's only three years old?
8 So it's impacted not only his
9 personal life, his professional life and -- and
10 there's really no telling how -- how all this
11 is going to continue in his future because of
12 the multiple surgeries that he could still
13 endure. One of the largest complications of
14 abdominal surgery is required repeat surgeries.
15 Q. And in your life care plan can you
16 explain to us what Table 1 outlines? Table 1
17 beginning on Page 16.
18 A. Uh-huh. (Yes).
19 THE COURT: Do you
20 have that exhibit or is she looking at it?
21 MS. EAVES: She's
22 looking at it.
23 THE COURT: Okay.
24 THE WITNESS: Is there
25 another one that he could have?

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1 MS. EAVES: I gave it
2 to ---
3 THE COURT: That's
4 fine.
5 THE WITNESS: Oh, it's
6 already in. All right. Okay. So -- so what I
7 was asked to do as part of the future care and
8 life care plan was also look at what's going to
9 take place this third surgery.
10 Due to complications from the
11 accident and two previous surgeries he's now
12 developed a ten centimeter hernia gap that's
13 going to have to be repaired. Based on that I
14 was asked to include surgery and the cost
15 associated with that surgery and we looked at
16 the first year post-surgery. So Table 1
17 identifies pre-op work for an incisional hernia
18 repair with mesh flap myocutaneous to the
19 abdominal wall.
20 So we're going to look at what's
21 going to be required for him pre-op. We are
22 going to look at what the surgery will require
23 and the cost associated. And that's with Dr.
24 Rimkus. And then we look at post-recovery and
25 what that's going to entail.

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

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

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

1 even does now.

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

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

18 BY MS. EAVES:

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

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

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

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

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

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

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

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

25 I recommended continued therapeutic

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

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

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

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

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

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

25 Q. So based on the type of medications

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

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

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

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

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

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

11 A. The total range?

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

13 A. Yes.

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

19 A. That's correct for year one.

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

24 A. Yes, ma'am.

25 Q. And the total of future expenses

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1 combined is that range between one hundred and
 2 eighty-eight thousand and five hundred and
 3 thirty-one dollars and fourteen cents to one
 4 hundred and eighty-nine thousand, three hundred
 5 and eighty-five dollars and fourteen cents?
 6 A. Yes, ma'am.
 7 Q. And if Mr. Knight does require
 8 additional surgeries beyond this third one, as
 9 you've suggested as a potential risk, those
 10 would be additional costs that are not
 11 projected in this report; is that correct?
 12 A. That's correct.
 13 Q. And are all of the opinions given
 14 in your report were they given to a reasonable
 15 degree of life care planning certainty?
 16 A. Yes, ma'am.
 17 Q. And do you believe that all of the
 18 opinions and recommendations in your report are
 19 reasonable and necessary?
 20 A. Yes, I do.
 21 Q. And do you have an opinion, to a
 22 reasonable degree of life care planning
 23 certainty, that all of these future expenses
 24 are causally related to the collision that Mr.
 25 Knight was involved in?

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1 A. Absolutely.
 2 MS. EAVES: At this
 3 time I'd like to offer this report, Exhibit 25,
 4 with research articles inserted as attachments
 5 to Plaintiff's Exhibit 25. We'd like to admit
 6 this into evidence.
 7 THE COURT: Any
 8 objection? No objection. Admitted.
 9 +++++
 10 (LIFE CARE PLAN
 11 PREVIOUSLY MARKED
 12 FOR IDENTIFICATION
 13 AS PLAINTIFF'S
 14 EXHIBIT NUMBER 25
 15 WAS ADMITTED
 16 INTO EVIDENCE)
 17 +++++
 18 MS. EAVES: And at
 19 this time we'd like to offer the Exhibit 26,
 20 the CV for Ms. Kim Piacquadio into evidence.
 21 THE COURT: Any
 22 objection?
 23 MR. CAUSEY: No. I
 24 didn't know -- didn't hear what that was, but I
 25 don't ---

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1 MS. EAVES: It's a
 2 resume.
 3 MR. CAUSEY: -- I
 4 ain't got none.
 5 THE COURT: No
 6 objection. Admitted.
 7 +++++
 8 (MS. PIACQUADIO'S CV
 9 PREVIOUSLY MARKED
 10 FOR IDENTIFICATION
 11 AS PLAINTIFF'S
 12 EXHIBIT NUMBER 26
 13 WAS ADMITTED
 14 INTO EVIDENCE)
 15 +++++
 16 MS. EAVES: And that
 17 is all we have for this witness. Thank you.
 18 THE WITNESS: Okay.
 19 Thank you very much.
 20 THE COURT: Mr.
 21 Causey, please ask any questions you might
 22 have, if any.
 23 MR. CAUSEY: I don't
 24 have none.
 25 THE COURT: Okay. All

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1 right. You're excused.
 2 MS. EAVES: Thank you
 3 very much.
 4 (The witness was excused)
 5 (Off the record briefly.)
 6 +++++
 7 Whereupon,
 8 (GILBERTAS RIMKUS, M.D., having been
 9 duly sworn, testified as follows:)
 10 +++++
 11 EXAMINATION
 12 BY MS. EAVES:
 13 Q. Dr. Rimkus, my name is Brooke
 14 Eaves. I'm an attorney with Maguire Law Firm.
 15 We represent your patient, Daniel Eric Knight,
 16 with regards to a collision he was involved in
 17 on April 27th of 2016. We appreciate you being
 18 here today and thank you for your time.
 19 A. If I can help.
 20 Q. If you could, please state your
 21 full name on the record.
 22 A. Gilbertas Rimkus.
 23 Q. And what is your specialty, Doctor?
 24 A. General surgery.
 25 Q. And please give us the benefit of

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1 your education, starting with college.
2 A. I graduated from medical school in
3 Europe, Lithuania. It encompasses college into
4 medical school, six years of training. And I
5 did one year of residency in my hometown
6 Vilnius, ENT residency. And then I came over
7 to Pittsburgh, Pennsylvania, did my internship
8 there at St. Francis Medical Center and then I
9 did five years of general surgery residency at
10 Western Pennsylvania Hospital, Temple
11 University Clinical Campus. And I was Board
12 certified in general surgery about a year after
13 graduation and I became a member of American
14 College of Surgeons about -- close to two years
15 after graduation.
16 Q. And what is your Board
17 certification in?
18 A. General Surgery.
19 Q. And where do you currently
20 practice, Doctor?
21 A. With Associates in Surgery. We
22 have two offices, one in Conway, one in
23 Murrells Inlet.
24 Q. And how long have you been in
25 practice there?

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1 A. Since 2008, which is about --
2 almost nine years -- nine years.
3 Q. And where did you practice before
4 that?
5 A. Williamsburg County in Williamsburg
6 Regional Hospital.
7 Q. And just roughly in your career how
8 many surgeries have you performed?
9 A. I probably perform about fifteen to
10 twenty a week. So probably be about sixty to
11 eighty a month and kind of multiply those, you
12 know, thousands would be an answer, short
13 answer. You know, I haven't counted them.
14 Q. And Doctor, do you have experience
15 in performing hernia surgeries?
16 A. Yes, I do.
17 Q. And approximately how many hernia
18 surgeries have you performed in your career?
19 A. It would be a guess, a couple of
20 thousand.
21 Q. Okay. And Doctor, you have
22 experience performing surgery on patients with
23 abdominal injuries?
24 A. Yes, I do.
25 Q. And approximately how many patients

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

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1 Q. And what procedure did you perform
2 on Mr. Knight at that time?
3 A. At that time I perform urgent
4 laparotomy which in other terms would be
5 opening of the abdomen and sorting out what's
6 injured. And there was injury to small
7 intestine detected and a lot of contamination,
8 a lot of inflammation of the abdominal cavity
9 with the intestinal contents being leaked into
10 the abdominal cavity.
11 Q. And ---
12 A. I had to -- I had to wash it out,
13 clean it out. I had to remove a piece of
14 damaged intestine and I had to bring out so
15 called ostomy which is temporary bag on the
16 side since putting together intestine in
17 infected environment, contaminated environment,
18 is not the right thing to do.
19 Q. And how does an ostomy bag
20 work?
21 A. It's essentially intestine coming
22 out of the side of the abdomen with the
23 contents leaking into the specially designed
24 bag on the side.
25 Q. And how long was Mr. Knight in the

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

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

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

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

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1 A. This is ileostomy appliance to
2 collect the intestinal contents coming out the
3 ileostomy.
4 Q. And in Exhibit 10, can you describe
5 what this is?
6 A. That is the Foley Catheter, I
7 believe, coming out of his urinary bladder.
8 Q. And in Plaintiff's Exhibit 8 can
9 you describe what this device is?
10 A. This is a drain, which was placed
11 post-operatively in the abdominal cavity to
12 prevent abscess to drain out the residual
13 contamination whatever can be there.
14 Q. And did you perform the second
15 surgical procedure on Mr. Knight on July 8th of
16 2016?
17 A. That is correct.
18 Q. And was that procedure a small
19 bowel resection and an ileostomy closure.
20 A. Correct. Once I immobilized those
21 ends of the ileostomy intestine they had to be
22 refreshed to make nice and clean and
23 anastomosis. After mobilization they so to
24 speak get somewhat beat up and therefore the
25 tips have to be resected and intestine was put

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1 together and returned back into the abdomen and
2 then biologic mesh was used to fix the hernia
3 which was at the ileostomy site.
4 Q. And was the mesh approximately six
5 by ten centimeters?
6 A. That is correct.
7 Q. And will that mesh stay in Mr.
8 Knight for the rest of his life?
9 A. That is correct. It is a biologic
10 mesh not a synthetic one and just incorporated
11 into the body tissues.
12 Q. And as a result of the collision
13 did -- was it necessary to write Mr. Knight out
14 of work from May 15th of 2016 through August
15 15th of 2016?
16 A. That is correct.
17 Q. And as a result of these surgeries
18 that he's gone through are there certain food
19 restrictions, diet restrictions that he now
20 has?
21 A. Not at this point, not at this
22 point.
23 Q. So were there certain diet
24 restrictions immediately after the ---
25 A. Correct. When somebody is

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

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

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1 certainty it -- it was caused by the accident.
 2 Q. And the future surgery that Mr.
 3 Knight will need, to a reasonable degree of
 4 medical certainty, is it causally related to
 5 the collision?
 6 A. Yes. Unfortunately he developed
 7 wound infection and the hernia and that -- that
 8 is a result of the first surgery. So answer is
 9 yes.
 10 Q. And will he need any -- could he
 11 need any additional surgeries after the third
 12 one?
 13 A. I don't expect that, but yes, if
 14 there are any complications. Again, abdominal
 15 surgery is, you know, not without
 16 complications. If he recovers without
 17 complications, he will not need anything else.
 18 Q. And do you have an opinion, based
 19 upon a reasonable degree of medical certainty,
 20 as to whether the treatment provided was
 21 reasonable and necessary?
 22 A. Yes, ma'am. The treatment provided
 23 was reasonable and necessary.
 24 Q. Okay. Great. Will Mr. Knight have
 25 permanent scars on his abdomen as a result of

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

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

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1 MR. CAUSEY: No. I
 2 ain't -- I don't know about that.
 3 THE COURT: Okay.
 4 Thank you, Doctor.
 5 THE WITNESS: You're
 6 welcome.
 7 THE COURT: You can be
 8 excused.
 9 (The witness was excused.)
 10 (Off the record briefly.)
 11 THE COURT: Your next
 12 witness.
 13 MS. EAVES: We do not
 14 have any further witnesses. We would like to
 15 have a brief closing statement if the Court
 16 would allow.
 17 THE COURT: I have a
 18 question before we go for closing.
 19 MS. EAVES: Sure.
 20 THE COURT: Did I hear
 21 a number in testimony about the lost wages of
 22 sixty-five days, ten thousand, five hundred and
 23 seventy-eight dollars and ten cents; is that
 24 right?
 25 MS. EAVES: Yes.

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1 And ---
2 THE COURT: And that
3 was for the past, now for the future?
4 MS. EAVES: We had
5 calculated it at two weeks, but Dr. Rimkus just
6 testified it would be more like four to
7 six.
8 THE COURT: Four to
9 six. Okay. And was that sixteen, twenty-seven,
10 thirty-five every two weeks?
11 MS. EAVES: Yes.
12 THE COURT: Okay. All
13 right. Okay. Great. You may proceed.
14 MS. EAVES: Okay. So
15 as a result of this collision Daniel Eric
16 Knight's life was significantly impacted and in
17 several ways that you've heard about today.
18 The past medical expenses he's
19 already incurred were a \$189,991.22. The range
20 for the estimate for the future medical care
21 he's going to need range from \$97,425.14
22 through \$98,297.14.
23 The life care planner testified
24 about the maintenance that Mr. Knight's going
25 to need, the therapeutic counseling, the

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

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

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1 We tried to suggest some reasonable
2 figures: For the first eighteen days
3 immediately after the collision we would ask
4 for pain and suffering for two hundred dollars
5 per day and loss of enjoyment of life for two
6 hundred dollars per day for those first
7 eighteen days.
8 Then for the period of May 15th,
9 2016 through July 10th of 2016, those were the
10 fifty-seven days immediately after the first
11 surgery and second surgery. He had the ostomy
12 bag for fifty-seven days and had intense pain
13 and suffering and was incapacitated during that
14 time. We would ask for five hundred dollars
15 per day for pain and suffering for those fifty-
16 seven days. And he was admitted to the
17 hospital seventeen of those days.
18 And we would ask for six hundred
19 dollars per day for loss of enjoyment of life
20 for those fifty-seven days.
21 Then for the period of July 11th of
22 2016 to present that is two hundred and sixteen
23 days of not being able to fully perform his
24 job, of not being able to lift his three-year
25 old daughter, of not being able to compete as a

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

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

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

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

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

4 THE COURT: Is one,
5 seventy-seven?

6 MS. EAVES: For the
7 medical.

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

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

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

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

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

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

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

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

20 MS. EAVES: Yes,
21 that's correct.

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

25 MS. EAVES: Oh, this

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

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

11 MR. KNIGHT: I
12 appreciate that.

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

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

24 COURT REPORTER: No.

25 THE COURT: So, I've

1 got to make sure I have them all so if we could
2 just double check before everyone leaves to
3 make sure I have all the exhibits. Okay?
4 (Whereupon, the hearing was
5 concluded.)

1 CERTIFICATE
2 STATE OF SOUTH CAROLINA
3 COUNTY OF HORRY
4 I, Debbie Rayl,
5 Professional Verbatim Reporter and Notary
6 Public for the State of South Carolina, certify
7 that I did have the foregoing hearing to appear
8 before me at 10:10 a.m. on the 18th day of
9 April, 2017, in the office of Fata Law Firm,
10 Surfside Beach, South Carolina; that the
11 witness was duly sworn to tell the truth, the
12 whole truth and nothing but the truth; that the
13 foregoing pages constitute a true and accurate
14 transcript of the testimony given at that time
15 and place.
16 I further certify that I am not of
17 counsel or kin to any of the parties to this
18 cause of action, nor am I interested in any
19 manner in its outcome.
20 IN WITNESS WHEREOF I have hereunto
21 set my hand and seal this 26th day of April,
22 2017.
23 _____
24 Debbie Rayl, Notary Public
25 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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1 State of South Carolina
2 County of Horry In Common Pleas Court

3

4 Daniel Eric Knight,
5 Plaintiff,

6

v. No. 2016-CP-26-8032

7

Phillip Ray Causey,
8 Defendant.

9

10

Special Referee Hearing
11 Before
Nate Fata, Esq.

12

13

14

Location: 1500 U.S. Highway 17 North
15 Surfside Beach, South Carolina

16

Date: Thursday, June 29, 2017

Time: 10:08 a.m. - 2:01 p.m.

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Court Reporter: Ashley Rogers

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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

1 PROCEEDINGS:

2 THE COURT: We're here -- we have
3 several motions to hear. The first one I have is
4 a motion to set aside default, so we'll hear that
5 first and we'll hear those judgment motions from
6 the defendant. And then we'll hear the motion for
7 relief of judgment and the Rule 60. So those are
8 the three. Am I missing any motions?

9 MS. EAVES WRIGHT: No, Your Honor, and
10 I have the -- it's copies of the reply memorandums
11 that I filed this morning.

12 THE COURT: Okay. Thank you. Has this
13 been provided --

14 MS. EAVES WRIGHT: Yes.

15 THE COURT: Have you gotten a copy?

16 MR. THOMPSON: Yeah, ten minutes ago.
17 Yes, sir.

18 THE COURT: Okay, good.

19 MS. EAVES WRIGHT: And my e-filing as
20 well.

21 THE COURT: Okay. So we'll begin. We
22 have three lawyers over here. So are response to
23 the motions -- are different lawyers going to be
24 responding or arguing?

25 MS. EAVES WRIGHT: I'll be responding

1 primarily.

2 THE COURT: Okay. We'll begin.

3 Mr. Thompson?

4 MR. THOMPSON: Your Honor, thank you.

5 This is my first appearance in the case, at least
6 personally in the same room with you, so I
7 appreciate you taking the time in dealing with
8 these things. I understand that you have set the
9 -- the priority and the order of -- of the
10 motions. I'll suggest that -- I'll deal with one
11 issue first, which would be the order -- or the
12 authority or the power of this tribunal to hear at
13 least several of these motions, which I think is
14 preconditioned, if you will, to -- to the
15 authority to hearing any of these motions. So
16 first of all, I would suggest with regard to the
17 order of referral -- the order of referral
18 provided this court the authority to conduct a
19 damages hearing. The order of referral, which is
20 of record, specifically states that it's being
21 referred to Your Honor for the purposes of a
22 damages hearing.

23 Now, it's important that we understand
24 that obviously the -- the law provides this --
25 this court the authority that the Circuit Court

1 would have unless the order of reference specifies
2 or limits that power. And in the situation, the
3 order of reference specifically states the purpose
4 for the referral. It was not to complete the
5 case. It was not to deal with all matters
6 pertaining to the case, it was for the purpose of
7 conducting a damages hearing. In fact, if the
8 order of referral was for the purpose of all
9 matters in this case, then the -- sort of the
10 specification with the commas for damages hearing
11 would be unnecessary for The Court. It would just
12 simply say it's being referred to this court for
13 all matters with finality.

14 I think the case law at least in South
15 Carolina is fairly clear on that. Whenever an
16 order of referral includes a specification of some
17 amount of subject matter for the -- for the
18 special referee to consider then that order of
19 referral is interpreted as providing a limitation
20 that if it was unlimited it wouldn't include a
21 specification of a particular subject matter. So
22 in the situation, the defense submits that the
23 power, authority, jurisdiction, whatever you want
24 to call it, however you want to describe it, is
25 limited and has been limited to the consideration

1 of the damages hearing.

2 As a result, we don't believe that this
3 court has the power, authority, jurisdiction, to
4 consider the defendant's motion to set aside
5 default, the defendant's motion to set aside
6 default judgment and then also to the extent that
7 it's incorporated within the motions -- the
8 post-judgment motions any def--- any defendant's
9 motion to set aside the judgment for a new trial
10 based on a lack of impartiality or bias as special
11 referee. So we believe that those three matters
12 at -- at a minimum would be subject for the
13 Circuit Court based on the expressed language of
14 the order of referral.

15 THE COURT: Do we want to have -- let's
16 have a response after you make --

17 MR. THOMPSON: I agree.

18 THE COURT: I think -- so we can kind
19 of close out an issue --

20 MR. THOMPSON: Absolutely.

21 THE COURT: -- and move on. It'll be
22 better for the record.

23 MS. EAVES WRIGHT: Sure. Your Honor,
24 the clear meaning of the words, the matter, in
25 Rule 53 indicates that the matter, those terms,

1 that means the entire case. By the same
2 reasoning, the order of referral referred this
3 entire case to the special referee, which
4 expressly included the hearing on damages rather
5 than expressly limiting it to only the hearing on
6 damages. The order of referral begins with, this
7 matter comes before The Court based on Plaintiff's
8 motion for referral. When the court order stated
9 this matter, the court was express--- expressly
10 referring to this case, not this one damages
11 hearing. The order of referral goes on to state
12 that this matter be referred with finality to Nate
13 Fata, Esquire, as special referee for a hearing on
14 damages with any appeal directly to the South
15 Carolina Court of Appeals. When The Court stated
16 at the beginning of that sentence, this matter be
17 referred with finality, the express meaning was
18 that this entire case was referred to you as a
19 special referee with finality.

20 There were no express limitations to
21 the special referee's authority in the order and
22 the order of reference instead gives you as a
23 special referee authority to preside over this
24 entire case and expressly included additional
25 authority or expressly included the authority over

1 the damages hearing as well. And that's the way
2 we perceive the language of Rule 53 and the
3 interpretation. And in addition to that, Rule
4 53(c) was amended to make clear that special
5 referees have the same power as the Circuit Court
6 sitting without a jury unless the order of
7 reference limits that authority. And there is no
8 express limitation in the order of referral.

9 THE COURT: Any response?

10 MR. THOMPSON: Yes, thank you. Your
11 Honor, with regard to the -- the language of the
12 -- the rule and Miss -- what's your last name now?

13 MS. EAVES WRIGHT: Wright.

14 MR. THOMPSON: Wright -- Ms. Wright. I
15 apologize. Tried to limit it to the limit that it
16 had been limited. The order of reference actually
17 specifies and that's in the rule, not just limit,
18 it says specifies. If the order specifies the
19 power, then that is what this court has. The
20 order of referral is very specific. It specifies
21 what this court has been appointed to do and that
22 -- and it's right in the very order of referral,
23 the second paragraph, in further appearing that a
24 hearing to ascertain damages should be held to
25 determine the amount owed the plaintiff. That was

1 the purpose. That's the purpose that this matter
2 was referred for a hearing before this court.

3 And so then it goes on and says it is
4 ordered this matter be a referred for a hearing on
5 damages. Plaintiff wants to exclude that language
6 and that's a very specific language, a limiting
7 language. However you want to describe it, but
8 it's clear from this order of referral that it was
9 not -- this case was not referred to this court
10 for all matters. It was referred for the purpose
11 of a hearing on damages.

12 THE COURT: Any brief reply?

13 MS. EAVES WRIGHT: Just a quick
14 response would be the repeated words, this matter,
15 being referred in the order. This matter meaning
16 the entire case. It's -- that's how it's
17 interpreted throughout the rules generally.

18 THE COURT: Okay. Do we have a copy of
19 the rule? I have it in my office if y'all...

20 MS. EAVES WRIGHT: I have the book in
21 my car.

22 MR. THOMPSON: I -- I have a 2013 rule
23 book, but I --

24 THE COURT: Let me -- let me get mine.
25 The issue of whether the matter or some portion of

1 the matter having been properly referred or not to
2 me, I find that under The Court's order dated
3 March -- filed March 22nd, 2017 that the matter,
4 the case, was referred to me to include the
5 ascertainment of damages as well as any related
6 issues concerning the cause of action that is set
7 forth in the complaint. There's one cause of
8 action for negligence, so any issues relating to
9 that cause of action, sole cause of action, was
10 referred to me because Rule 53 references some or
11 all causes of action. In this case, all causes of
12 action were referred to me because there's only
13 one in the complaint. I am to hear the matter.

14 The order itself that was entered by
15 Judge Hindman states that the matter -- this
16 matter be referred with finality to me. There's
17 then a comma and then a reference to a hearing on
18 damages. Then after that, with any appeal
19 directly to the South Carolina Court of Appeals.
20 When I construe this order, I'm looking at the
21 entirety of the order. It's apparent that the
22 intention was that the matter, the case be
23 referred to me. If there was an issue concerning
24 the referral or the propriety of any referral,
25 then that issue would be taken up to the court of

1 appeals. That language is included in the order
2 of referral and not sent back to the Circuit
3 Court. I don't see any reservation of any power
4 in the Circuit Court to hear any part of the case
5 after it comes here. And I believe the rule talks
6 about referring the cause of action and that the
7 -- there's a reference to -- the special referee
8 shall exercise all power and authority as the
9 circuit judge sitting without a jury would have in
10 a similar manner. Again, it would not make sense
11 to have part of the case go back to the Circuit
12 Court under Rule 53(c).

13 In addition, there's language in 53(b),
14 which states a case shall not be referred to a
15 master or special referee for the purpose of
16 making a report to the Circuit Court. So given
17 the language in the order, the specific ordering
18 language referring the matter with finality to me
19 and with any appeal directly to the South Carolina
20 Court of Appeals and in looking at Rule 53 and
21 without any language in the order reserving to the
22 Circuit Court the issues that may come up later if
23 any, I'm going to deny the motion because I don't
24 believe that comports with the order as it's
25 written or Rule 53.

1 MR. THOMPSON: Your Honor, I think the
2 next matter, at least, nominally state it was the
3 motion to set aside default. While it was the
4 first of the defendant's motion, it was filed --
5 I'm having a hard time figuring out how we deal
6 with it at this point. And I will explain
7 obviously. Rule 55 motion is a motion to set
8 aside default before a judgment is entered.
9 Judgment has been entered in this case. The
10 defendant's motion was filed before the motion or
11 before the judgment was entered. The defendant's
12 motion was filed and The Court was made aware of
13 the filing before The Court issued a letter
14 outlining The Court's award. The defendant,
15 myself, through e-mail, which I'll mark as an
16 exhibit, to this court on April 25 provided The
17 Court with the motion to set aside default. It
18 took the position at that time that it was a
19 matter that the Circuit Court should take up.
20 That matter has now been resolved by Your Honor's
21 ruling this morning. However, I did specifically
22 request and -- and state that any award or -- or
23 judgment should be held or in abeyance until the
24 motion to set aside default had been resolved.

25 MR. HEWITT: May I -- I don't want to

1 interrupt, but I may be able to make it shorter.
2 We'll consent to hearing both motions even though
3 the judgment -- if -- if that satisfies your
4 concern. It may not.

5 MR. THOMPSON: Well, the problem is is
6 that the Rule 55 comes before a judgment and all
7 of the issues that would have been raised in Rule
8 55 are now on the back side of a judgment.

9 THE COURT: Well, I'm going to hear
10 both Rule -- I want to hear your order -- or your
11 motion -- the motion to set aside the default.

12 MR. THOMPSON: I understand.

13 THE COURT: You can just proceed with
14 that. I know -- you can put on the record
15 whatever you'd like. So go -- go ahead and do
16 that.

17 (Defendant's exhibit number 1
18 marked for identification.)

19 MR. THOMPSON: I -- I appreciate that
20 and I -- I understand that you're going to hear
21 the motion. I -- I just wanted to make sure that
22 for the record's sake for Rule 55, there shouldn't
23 be a judgment and it doesn't make any sense to
24 have a judgment. It's in -- then Rule 60. So I
25 made an effort. The defense made an effort to

1 have the Rule 55 motion heard before an order or
2 judgment was entered. It was not. There -- there
3 was no hearing and no resolution to that motion
4 before the judgment was entered. All right. So
5 if -- if we can sort of engage in the idea that
6 somehow a judgment has not been entered and we are
7 considering the Rule 55 motion at this point in
8 time -- and it's important, at least from my
9 perspective on -- that in Rule 55 is a good cause
10 standard. It's a very -- it's a very light
11 standard. It's certainly not the standard for
12 Rule 60. And the Rule 55 good cause standard, I
13 think, across almost every case law that you read
14 and the policy of South Carolina is to have cases
15 decided on their merits. That's what we want.

16 Now, the question is in this situation,
17 was good cause demonstration or could good cause
18 have been demonstrated and was good cause
19 demonstrated? And in this situation, obviously,
20 we have a couple of things -- bear with me here.
21 I know that Your Honor has been provided a copy of
22 the affidavit of Mr. Causey. All right. So
23 Mr. Causey -- and I will sort of make sure that we
24 all understand the paradigm that we're dealing
25 with.

1 The case law state -- sets forth the
2 Rule 55. We first have to explain the default and
3 the reason why the vacation of the default was
4 served into justice. That's the first showing if
5 you will. The second would then be the Wham
6 factors, the timing of the motion, the meritorious
7 defense, the degree of prejudice. So I'm going to
8 work backwards because it's actually easier. We
9 end up in that direction. The meritorious defense
10 is -- is completely satisfied. Mr. Causey has
11 provided an affidavit saying he wasn't at fault.
12 I know that Ms. Wright -- Ms. Wright has provided
13 something today -- I was skimming through it --
14 suggesting there may be an affidavit of a witness
15 that suggests that Mr. Causey was at fault. Well,
16 that's just for a judge and jury to decide.

17 That's not -- whether he has a
18 meritorious defense or not, the question is does
19 he have a meritorious defense? I can't imagine a
20 situation where we walk into a courtroom and say,
21 okay, well, Mr. Causey says he wasn't at fault and
22 we've got three witnesses that says that he is, so
23 then his defense is not meritorious. That's I --
24 I think beyond the pale. So in this situation, is
25 there a meritorious defense? Yes.

1 This is not a rear-end wreck case.
2 This is a sideswipe collision at a yellow or at a
3 dividing line. Mr. Causey has provided an
4 affidavit stating that he didn't cross the line.
5 He has a meritorious defense.

6 The timing, the motion was filed April
7 25th. The default was entered February 24 --
8 February 14. The affidavit was entered February
9 14th. The default was -- actually the order was
10 entered February 24. So it's two months -- two
11 months from the default to the time of the filing.
12 I have not been able to find any case where two
13 months was too long. I haven't found any case
14 that would suggest anything less than two months
15 is too long. So at this point, two months is
16 clearly within a relevant -- or the timing of the
17 relief would be appropriate.

18 The degree of prejudice, you know,
19 again, at the time the motion was filed, there had
20 been a default damages hearing. And I understand
21 there were -- I -- I think that the prejudice that
22 has been argued in the past or that has been
23 asserted has been there's an amount of costs that
24 were in -- in -- incurred in that -- in -- in that
25 hearing. I don't know how much the costs were,

1 but that is -- I don't believe is -- is
2 significant enough to overcome the prejudice to
3 the defendant in not being able to defend the case
4 from the getgo. And in this situation, you know,
5 the damages hearing was held April 18th. The case
6 was filed in November. The earliest it could have
7 been called for trial in the normal course would
8 have been sometime at the end of this year, 2017.
9 It wouldn't even have been reached either a
10 non-jury or jury trial roster before the end of
11 this year.

12 So this isn't a situation where justice
13 would be delayed in any fashion. In fact, even
14 now if the motion was -- if the default were set
15 aside today, there would still be enough time to
16 litigate this matter, to discover it and then to
17 have it called to trial in the normal course
18 without any problems. So clearly it isn't any
19 prejudice other than this allegation of cost.

20 So then we're back up to the -- the
21 explanation for the default and the serving the
22 ends of justice. Serving the ends of justice,
23 again, is -- is very straightforward. The -- the
24 cases and the courts are very clear with regard to
25 the preference to have matters decided on their

1 merits, to have a jury decide the matter, to have
2 disputed liability cases decided not by default.
3 So the ends of justice, again, is very simple and
4 straightforward. And it dovetails back in to the
5 degree of prejudice to the plaintiff because there
6 just isn't any. This case would be tried some
7 time at the end of this year, probably not even
8 until next year given the roster in Horry County.
9 So there is no prejudice to the plaintiff if
10 default was set aside even today.

11 So then we get to the explanation of
12 the default. And Mr. Causey's affidavit provides
13 that explanation. He's a high school graduate in
14 Mississippi. I'm not going to make any -- not
15 going to say anything about the schooling in
16 Mississippi, but -- in 1995. He is a tradesman, a
17 -- he's a jack-of-all-trades probably master of
18 none. He has no formal education since high
19 school, no legal training, no members of family in
20 law. At the time that he received the papers in
21 this matter -- and I -- I -- it's in his
22 affidavit. It's papers. He didn't know what they
23 were. I mean, that's what he describes them to
24 me. It's not a summons and complaint. It's not
25 the lawsuit. It's, I got some papers involving

1 Mr. Knight. And so that's what's in the
2 affidavit.

3 When he received the papers, he
4 believed at the time that Mr. Knight was coming
5 after him, believed that he would eventually have
6 his opportunity to have his side, say his peace,
7 explain what happened. And he figured -- just
8 like the affidavit said, I figured I would
9 eventually get a hearing. He next gets some
10 papers and there's a hearing. And to him, that
11 was, okay, it's time to have my opportunity to be
12 heard, for me to tell my side of the story, to
13 explain what happened on April 27, 2016. And then
14 he showed up and it wasn't a court house, it
15 wasn't a courtroom. It was not what he thought it
16 was going to be. And he participated in a hearing
17 that, again, surprised him in the sense of he
18 thought he was going to get a chance to explain
19 himself. And he wasn't.

20 You know, Mr. Causey, from the
21 beginning, had every intent to defend the case, to
22 defend himself. Had every intent to contest the
23 claims of Mr. Knight, to contest the claims
24 arising from the motor vehicle accident. At no
25 time did he intend for this matter to end up in a

1 default. He didn't put it aside and say, hey, I
2 don't -- I'm not gonna deal with it. I'm not
3 going to -- you know, they can do whatever they
4 want to, I could care less. He believed that he
5 had the opportunity -- he was going to be given
6 that opportunity. You know, the summons says what
7 the summons says. He doesn't know what default
8 means. He didn't have any money to hire an
9 attorney. He didn't have any means. And so, you
10 know, in a situation like this, I don't believe
11 that he can be assessed or assigned the status of
12 a lawyer or a college-educated individual,
13 somebody who might have been involved in legal
14 proceedings in the past, somebody that might have
15 an inkling of what any of this is all about other
16 than what he sees on television.

17 You know, the only thing you see on
18 television and the movies is the courtroom. You
19 don't see how it got there. You don't have that
20 education. It's easy for me to sit here and say I
21 know what a summons and complaint is. I'm a
22 lawyer. But you know what? If I hadn't been a
23 lawyer, hadn't been trained, I don't know what I
24 would have done. If I got papers like that, if I
25 didn't have the financial ability to go speak to a

1 lawyer to get some kind of advice and counsel, you
2 know -- he was caught in a situation where, you
3 know, like most people, you get a speeding ticket,
4 you get a summons, you show up. You contest it.
5 And you get the opportunity to speak your mind and
6 say what happened. That's his experience. This
7 is not his experience.

8 So this situation, I think, based on
9 his background, training, experience, education or
10 lack thereof if you will, and, you know, what he
11 did in -- in showing up for the hearing, what he
12 thought was going to be his opportunity to defend
13 the case, at -- at every turn, he wanted to
14 defend. He wanted to contest. It's clear on the
15 hearing record that that's what he wanted to do.
16 There's no evidence or information otherwise to
17 suggest that he didn't. In this case, again,
18 given his background, age, experience, education
19 and that sort of thing, I think good cause is
20 readily demonstrated, that this is a man who did
21 not understand the process.

22 This is not a case like some of the
23 cases if you read where, you know, there's a
24 corporate entity that was served and didn't do
25 anything about it. There was an agent that was

1 served and didn't do anything about -- lots of
2 people with a lot more education, background and
3 training, I don't believe there's ever been a case
4 like this, at least that I've been able to
5 discover, that would suggest that somebody with
6 this background, age, education, age, experience,
7 all that kind of good stuff -- this -- this is a
8 good cause.

9 So for all those reasons, Your Honor,
10 again, I think it's probably most important and --
11 and the overall is this isn't two or three years
12 down the road. This is -- we're now six or seven
13 months post-filing of the original summons and
14 complaint. We're now only, you know, five months
15 following the original service. And so this is
16 not a case where anybody sat on the situation, sat
17 on the rights. The plaintiff in this situation
18 has been very aggressive in -- in moving this case
19 forward. Mr. Causey has done what he thought was
20 what he needed to do to protect and defend
21 himself. And for good cause, we believe that the
22 default should have been set aside. I don't know
23 how we get there now because there's a default
24 judgment. I guess, presumably, if there was good
25 cause shown for the default to be set aside, then

1 that would be a basis for vacating and setting
2 aside the default judgment I assume.

3 I -- procedurally, I'm having
4 difficulty contemplating how we -- how we rule on
5 this, how we get relief on this with the judgment
6 still outstanding. So thank you.

7 THE COURT: Thank you. Counsel?

8 MS. EAVES WRIGHT: Yes, Your Honor. My
9 first point would be that the hearing had already
10 been concluded prior to the motion to set aside
11 default. So I -- I don't think that it's
12 appropriate to use the standard to merely set
13 aside. However, we consent to hearing both
14 motions and would like both motions to be heard
15 today because quite frankly the defendant has not
16 demonstrated good cause to set aside the default
17 on the lower standard nor has he demonstrated
18 excusable neglect, which would be the higher
19 standard to set aside a default and judgment under
20 Rule 60. So we would agree that -- that both
21 standards should be addressed today. We do not
22 believe that there's any good cause for them to be
23 relieved of the default. They had ample notice of
24 the lawsuit and failed to file an answer. If the
25 defendant wanted to defend himself and deny

1 liability, he should have filed an answer as
2 stated in the summons that he was served with that
3 clearly stated he had 30 days to file an answer or
4 a default would be entered against him.

5 The first factor here to consider would
6 be the timing of the motion. It wasn't just that
7 it was two months after a default had been
8 entered, but it was also that the timing of the
9 motion was after the damages hearing had
10 concluded, after we had already gone through the
11 expense and the preparation of having a life care
12 planner prepare a report, come and testify, having
13 Dr. Rimkus, the surgeon, cancel all of his
14 surgeries for the day to come here to testify at
15 the damages hearing and the expense of that and
16 putting Mr. Knight, the plaintiff himself, through
17 the process of having to testify and relive this
18 -- this awful experience that he had. That would
19 be why the timing of the motion was inappropriate.

20 If the motion to set aside default had
21 been filed prior to the damages hearing, it would
22 have been altogether different. But the fact that
23 the -- the damages hearing had already concluded
24 makes the timing improper and the timing also
25 affecting the degree of prejudice to the

1 plaintiff. The expense in going through all of
2 that and the hearing having been concluded, the
3 unfair prejudice to the plaintiff in that regard
4 is very substantial.

5 And whether the defendant has a
6 meritorious defense, well, the defendant never
7 disputed liability at any point up until the
8 motion to set aside default was filed. And in
9 addition to the affidavit that we have from the
10 witness who was not involved in the collision but
11 was driving the vehicle immediately behind the
12 defendant for quite some time, her affidavit
13 states that she observed the defendant cross the
14 center line several times before finally crossing
15 the center line and striking the Honda driven by
16 the plaintiff, Mr. Knight. Also that impact
17 caused his vehicle to crash into the S.U.V. behind
18 this witness, so she observed all of this
19 happening. She pulled over. She reported what
20 she saw to the officer. There were also two other
21 witnesses who corroborate what her affidavit
22 provides.

23 And she also witnessed the defendant
24 get out of his truck, run around to the passenger
25 side and begin throwing items out of the passenger

1 side into the nearby ravine before the officer
2 showed up. And there's another witness that
3 corroborates that as well in addition to the
4 plaintiff's own testimony that the defendant
5 caused this collision.

6 In addition to those factors, no good
7 cause has been shown here for why this default
8 should be set aside. The summons that was served
9 on the defendant with the complaint clearly
10 explained that the defendant was required to
11 answer the complaint within 30 days after service.
12 And that if he failed to answer the complaint, the
13 judgment by default would be rendered against him.
14 The defendant could have disputed liability at any
15 time by filing an answer before the default was
16 entered against him, but he simply failed to do
17 so. And in any event, the evidence shows the
18 defendant was the sole cause of this collision.

19 In addition to -- to that, there being
20 no good cause, the insurance company was also
21 notified of the lawsuit. They failed to file a
22 general answer. Before default was ever entered
23 against the defendant, the insurance company for
24 the defendant had actual notice of the lawsuit.
25 They failed to defend; they failed to provide any

1 defenses for him. And there is no good cause for
2 this default to be set aside because he simply
3 didn't do anything and now wants to get out of it
4 after he had ample opportunity and time and so did
5 his insurance company to provide a defense for
6 him.

7 The other point, him lacking experience
8 in court proceedings and not understanding what
9 was going on, well, the public records -- both the
10 public index reflects that he has ample experience
11 being charged with various criminal charges where
12 he pled guilty pro se without an attorney, served
13 jail time and has vast experience with court
14 proceedings in that regard. So I don't think he's
15 as ignorant in how court systems work and legal
16 proceedings and what a summons looks like as the
17 defense would have. The Court believe.

18 For those reasons, I believe that there
19 is no good cause to set aside the default and we
20 would request that -- the plaintiff would request
21 The Court to deny the defendant's motion to set
22 aside the default.

23 THE COURT: I have some questions, but
24 you can go ahead and respond if you want.

25 MR. THOMPSON: Sure. Well, first and

1 foremost, Your Honor, the insurance company and
2 what it did or didn't do, the insurance company is
3 not here today. Okay. The insurance
4 representative -- the insurance company lawyer --
5 insurance company has a lawyer, appeared for
6 mediation. The insurance company is not
7 represented here today. I'm here today
8 representing Phillip Causey. That's my only
9 client today. So to the extent that Ms. Wright or
10 the plaintiff wants to argue about the insurance
11 company, this is not the forum for that. This is
12 not that forum; the insurance company is not here.
13 With regard to Mr. Causey, Ms. Wright
14 actually makes his case for him on this concept of
15 his experience. He pled guilty. He app---
16 appeared pro se. Exactly. He appeared because he
17 was summoned and he got his hearing. He got a
18 chance to tell his side of the story, whatever it
19 was. He pled guilty or otherwise. There's not
20 one thing that she has described that would
21 suggest he has any experience with this situation.
22 To the contrary, it actually reinforces what I
23 said earlier. His experience has always been in
24 his legal experience, legal mind, he gets a
25 notice, he shows up, he gets to set -- tell his

1 side of the story. That's what he did here.

2 Now, with regard to the timing, I find
3 it interesting. Ms. Wright wants to suggest that
4 as she said it would be okay if the motion to set
5 aside default had been filed any time prior to the
6 damages hearing. So the morning of the damages
7 hearing, whatever time it happened, I don't know
8 what time it happened. If it was 10:00, if it was
9 filed 9:00 in the morning, that would have been
10 timely. Yet every expense would have already been
11 put in to this case. I -- I can't imagine that
12 there would be any ex--- extra expense that would
13 have been incurred in the 30 minutes before the
14 hearing. It would have all been incurred. But by
15 her own statement, if it had just been filed
16 before the damages hearing, it would have been
17 timely.

18 Well, it was filed only a week after
19 and it was most importantly filed before any award
20 or judgment had ever been rendered or ever been
21 even described. And in that situation, timeliness
22 -- there's nothing wrong there.

23 An affidavit of a witness with regard
24 to what happened, that's for the judge and the
25 jury to decide. That's not to determine whether

1 he has a meritorious defense or not. In this
2 situation, he has offered his sworn statement --
3 his sworn testimony. It's been uncontradicted by
4 him that he didn't cause this accident. At that
5 point in time, again, it's not for The Court to
6 decide whether he's right or wrong. It's time for
7 a jury to make that determination. He has an
8 absolute meritorious defense.

9 So with regard to the prejudice, the
10 costs -- we keep talking about costs. They
11 haven't been identified at this point in time.
12 Don't know whether it was 100 dollars, 1,000
13 dollars, 50,000 dollars. We don't know. So to
14 the extent that the prejudice is being asserted
15 here, there has not been any semblance of an
16 offering as to what the exact costs were. So then
17 to suggest that costs are prejudicial to the
18 plaintiff -- is it 100 dollars, is it 5,000
19 dollars, is it 1500 dollars? What is it?
20 Twenty-five thousand? I don't know. Presumably,
21 those costs can be accounted for. And, of course,
22 this hearing has been scheduled for some period of
23 time. If costs are gonna be an issue as part of
24 the prejudicial argument, we would have those
25 today. We would have an accounting of those

1 today.

2 So to the extent that there might be
3 some even sort of ballpark figure at this point in
4 time, it's too late. That's something they could
5 have presented before today.

6 THE COURT: Well, do you have an idea
7 of what cost amount would be prejudicial? In
8 excess of what?

9 MR. THOMPSON: I -- I -- I don't know
10 that I could even give you a number on that, Your
11 Honor. I probably have a feeling about what their
12 costs may be.

13 THE COURT: Well, what feeling do you
14 have as far as what cost amount would be preju---
15 prejudicial? In excess of...

16 MR. THOMPSON: Well, let me -- let me
17 -- let me say this, because the cost that could --
18 that would be sunk, but yet lost, that would be
19 what I would consider. For example, if this case
20 were to continue, right, if the default was set
21 aside, they're still going to have to get their
22 experts to provide testimony. They're still going
23 to have to pay to have the life care planner do
24 her work, right? So to me in that situation,
25 that's not a cost that they sunk and that they

1 wouldn't lose in the case so to speak.

2 For example, with regard to the doctor,
3 I agree, the doctor -- if whatever they charge --
4 whatever the doctor charged them for that day, you
5 know, I can't -- you can't take that testimony and
6 put it in a trial some time later. So that's a --
7 that's a real cost lost if you will. So outside
8 of that, I'm having a hard time seeing any actual
9 cost that were lost if in fact default was set
10 aside and then they would have to, you know, in
11 other words duplicate that cost. So to me, I
12 think that the -- the greater inquiry would be
13 what are the costs that would have to be
14 duplicated? Because simply sinking costs in to
15 the prosecution of the case, if that cost is
16 untransferrable after the default then that
17 wouldn't -- does that make sense?

18 THE COURT: Yeah, I mean --

19 MR. THOMPSON: What I'm saying is -- am
20 I communicating? I just want to make sure.

21 THE COURT: Not really. You haven't
22 answered the question. The question is at what
23 amount does someone have to expend to be it
24 prejudicial?

25 MR. THOMPSON: I -- I --

1 THE COURT: More -- more than 500
2 dollars?

3 MR. THOMPSON: To be prejudicial?

4 THE COURT: Yes.

5 MR. THOMPSON: I would agree with you.
6 It would have to be more than 500 dollars.

7 THE COURT: Okay. So how about 700
8 dollars?

9 MR. THOMPSON: I -- I would agree with
10 you.

11 THE COURT: Seven hundred dollars or
12 more would be prejudicial?

13 MR. THOMPSON: If -- if -- no. It has
14 to be more than 700 dollars; 700 dollars is not
15 prejudicial.

16 THE COURT: Okay.

17 MR. THOMPSON: And those are costs that
18 are -- are lost.

19 THE COURT: Right. And is 2,000
20 dollars prejudicial?

21 MR. THOMPSON: I don't think so.

22 THE COURT: Okay. Is 5,000 dollars
23 prejudicial?

24 MR. THOMPSON: I don't think so.

25 THE COURT: Ten thousand dollars

1 prejudicial?

2 MR. THOMPSON: Assuming sunk -- lost
3 cost, I don't think so. Now, you start getting
4 into the 25,000 dollar range, then I probably
5 would go for that.

6 THE COURT: So anything above 25,000
7 dollars would be prejudicial?

8 MR. THOMPSON: I would think that that
9 would be sunk costs not recoverable and you
10 wouldn't be able to -- in other words, you would
11 have to duplicate that. Again, the cost
12 associated with life care planner, that's not
13 lost. Because if the default is set aside -- and
14 again, the purpose of this hearing at least on
15 this motion is, okay, what's the prejudice? If
16 the motion is granted -- if the motion is granted
17 and there's no default, they just paid their
18 expert for the work that she would have to do
19 anyway in the case. The only thing that I can see
20 at this point in time that would be a lost cost
21 would be the testimony of the doctor on the day of
22 the hearing.

23 THE COURT: So I'm still with you until
24 you --

25 MR. THOMPSON: Okay. I appreciate

1 that.

2 THE COURT: -- complete your time.

3 MR. THOMPSON: So anyway, Your Honor,
4 the -- the affidavit of the witness, it was
5 provided today. It was filed today. I think it's
6 not timely anyway. I object to any consideration
7 of it anyway. I don't think it makes any
8 difference because even if it is admitted and even
9 if it is timely, which I object, and will
10 specifically say for the record is not timely.
11 However, if it is in some fashion timely, it's
12 just another witness about what happened in the
13 case. It doesn't go to whether the defendant is
14 believable or not and whether his testimony should
15 be credited or not. It just means the defendant
16 has stated under oath that he didn't cause this
17 accident. He has the right to have a jury to
18 determine whether he's correct or not.

19 MS. EAVES WRIGHT: Yes, I do have a
20 reply. First of all, if our affidavit were to be
21 stricken as being untimely, then the defendant's
22 affidavit should be stricken as well because it
23 was not filed with the motion as the rules
24 require. And the defense is aware that the whole
25 reason we rescheduled the hearing for today was to

1 give us an adequate opportunity to respond to the
2 defendant's affidavit in which he alleged for the
3 first time that he's not responsible for this
4 collision. So we had no knowledge that we even
5 needed to go out and get witnesses to provide
6 affidavits about the truth of what happened until
7 the defendant's affidavit was just recently filed.

8 And we should have an opportunity to respond to
9 that.

10 If the defense is not going to consent
11 to allow us to provide our affidavit today in
12 response to theirs, then we would have simply
13 request to reschedule the hearing to give 30 days,
14 which the rules allow 30 days, to reply to any
15 memorandums of law or affidavits that were filed
16 by the moving party. So we're certainly within
17 that time frame and our affidavit is timely. I
18 want to make it clear we're not conceding, we're
19 agreeing that it would have been okay if the
20 motion to set aside was filed the day of the
21 hearing or the day before the hearing. It was
22 still two months late. And they had been in
23 default. They had been served with notice of
24 everything going on as far as the summons and
25 complaint and failed to file anything.

1 So just the fact that it was two months
2 after, that's untimely to file a motion to set
3 aside default. But in any event, it wasn't filed
4 then, it was filed after the damages hearing had
5 already concluded.

6 And I understand that maybe 25,000
7 dollars is what's unfairly prejudicial to a rich
8 attorney, but to someone like the plaintiff, Eric
9 Knight, who may not even make 25,000 dollars in an
10 entire year, 500 dollars might be prejudicial to
11 someone like that. And I'm certain if you ask the
12 defendant how much money would be unfairly
13 prejudicial to him, I'm sure his idea of the
14 concept of a dollar would be a little bit
15 different as well. The expense that was incurred
16 was 900 dollars to pay Dr. Rimkus to testify live
17 here at the damages hearing. The expense for the
18 life care planner was 412 dollars for her
19 appearance fee and her report fee was \$2,554.20.
20 Those fees are unfairly prejudicial to the
21 plaintiff and that amount of money is substantial
22 to him regardless of -- of how other people feel
23 about that.

24 I also want to make it clear that even
25 though he did -- the defendant did plead guilty in

1 some of his criminal charges, he was savvy enough
2 to get a nolo contendere in at least one of them.
3 So he's not completely ignorant of the law and how
4 legal proceedings are conducted.
5 But in any event, this did create
6 substantial time and expense and a burden on the
7 plaintiff to go through the process of a damages
8 hearing, to relive what happened to him and then
9 to be asked for the default to be set aside and to
10 make him wait maybe another year before a trial
11 date and then have to talk about all this again,
12 relive this experience again in front of a jury,
13 it would be unfairly prejudicial to put him
14 through all of that when the defendant failed to
15 do anything, failed to file an answer, even though
16 he had been served with a summons and complaint
17 and did nothing up to this point. All of that
18 would be unfairly prejudicial to the defendant and
19 we believe that the defendant's affidavit is
20 simply not credible. The allegations he's made in
21 his affidavit, many of them are untrue. And his
22 credibility is just not there. And for all of
23 those reasons, we don't think that there's any
24 good cause to set aside the default and would ask
25 that the defendant's motion be denied.

1 THE COURT: There's a reference,
2 Counsel, in the affidavit of Mr. Causey to him
3 giving a statement to the insurance carrier. When
4 did he give that statement? Telephone -- looks
5 like a telephone interview?

6 MR. THOMPSON: I do not know that, Your
7 Honor.

8 THE COURT: There was --

9 MR. THOMPSON: I do know it was not
10 recorded.

11 THE COURT: Not recorded. Was it
12 before the lawsuit was filed?

13 MR. THOMPSON: I -- I'm almost positive
14 of that. Yes, Your Honor.

15 THE COURT: So the insurance company
16 knew about the -- the collision.

17 MR. THOMPSON: Yes, Your Honor.

18 THE COURT: Okay. And then when was
19 the insurance company notified that a lawsuit had
20 been filed? Do either of you have any --

21 MR. THOMPSON: Mr. Causey --

22 MS. EAVES WRIGHT: Yes.

23 MR. THOMPSON: Mr. Causey never
24 notified the insurance company.

25 THE COURT: Right.

1 MR. THOMPSON: -- of anything. So what
2 the insurance company knew or didn't know...

3 THE COURT: Well, I'm trying to figure
4 out when the insurance company knew --

5 MS. EAVES WRIGHT: Yes, they did have
6 notice. I provided them with actual notice of the
7 lawsuit being filed by e-mailing them -- let me
8 find the exact date for you. I believe it was
9 January 2nd. I can get a copy of the e-mail out
10 of my car if that would help. If you'll give me
11 just one moment.

12 MR. THOMPSON: Well, Your Honor, before
13 she does that, I -- I am curious because the
14 insurance company, what it did or didn't do in
15 this situation has no impact on Mr. Causey.
16 Mr. Causey is the one who received the papers.
17 Mr. Causey is the one who then either, you know,
18 chose his course of action and how he wanted to
19 handle it. Mr. Causey is the one with all of his
20 experience shows up at a hearing and provides his
21 testimony. That's his -- that's what he's always
22 done. That's what he did in this situation. So
23 the question is did Mr. Causey -- does Mr. Causey
24 have good cause in this situation? I think.

25 MS. EAVES WRIGHT: And my argument to

1 that is he was given notice, he did nothing and
2 despite the notice, in the summons, it clearly
3 stated what he needed to do. There's been no
4 assertion that he can't read. He failed to file
5 an answer almost two months behind. And I do
6 think what the insurance company did here is
7 relevant because there's other case law where The
8 Court evaluated Allstate's action in Pilgrim V.
9 Miller. And Allstate's failure to answer the
10 complaint was imputed to the insured. The
11 plaintiff's attorneys were in constant contact
12 with the insurance company long time in advance of
13 the suit being filed and what the insurance
14 company did was imputed to the insured. So I do
15 think that the insurance company's actual notice
16 in this case is imputed to the insured.

17 In addition to the insured -- the
18 defendant himself being served with the summons,
19 that clearly stated what he was supposed to do.

20 THE COURT: Well --

21 MR. THOMPSON: And Your Honor -- I --
22 I'm sorry.

23 THE COURT: I would like to see your
24 e-mail, Counsel. The reason why I bring up the
25 insurance company is because it's referenced in.

1 Mr. Causey's affidavit. So he's put it at issue,
2 then the insurance company and his telephone,
3 apparently, statement -- and insurance company or
4 not, so I'd like to see, you know, that e-mail.

5 MS. EAVES WRIGHT: Sure.

6 THE COURT: If you have that.

7 MR. THOMPSON: And Your Honor, before
8 she does that and just to be clear in the
9 affidavit, the -- what he is saying and what he is
10 telling is that he gave his side of the story to
11 the insurance company. That was it. There was no
12 discussion and it's in the affidavit. There was
13 no discussion, claims or anything else about what
14 may or may not happen. It was just this is what
15 happened.

16 THE COURT: Okay.

17 MR. THOMPSON: Okay. So again, I'm
18 really at a loss here because we're talking about
19 an insurance company and what it did or didn't do.
20 You know, this was and has been highly contested
21 with the insurance company and the insurance
22 company is -- were unfamiliar with that. But I
23 don't have the specifics today because I know that
24 the insurance company takes issue with that
25 e-mail. I know the issue -- insurance company

1 takes issue with the fact that whether it got
2 notice or not.
3 So I see- I think to then somehow
4 extrapolate in this situation when the insurance
5 company's not represented -- I mean, that's not --
6 that's not what we're here about. It's whether
7 Mr. Causey did what he thought he needed to do,
8 whether he has good cause to have this set aside
9 so that he can defend himself.

10 THE COURT: Okay. I hear your
11 argument, Counsel.

12 MR. THOMPSON: Thank you.

13 THE COURT: Let's take a short break.

14 (WHEREUPON, A BREAK WAS TAKEN

15 FROM THE PROCEEDINGS.)

16 MS. EAVES WRIGHT: The e-mail indicates
17 notice provided on February 3rd to The Hartford,
18 the carrier for the defendant. And the affidavit
19 of default and the entry default -- the affidavit
20 of default was not filed until February 14th.

21 THE COURT: And who's noted on the
22 e-mail?

23 MS. EAVES WRIGHT: The claims adjustor
24 and her supervisor for The Hartford, Sandra Green
25 and Nanette Franklin.

1 THE COURT: There's a reference to
2 Plaintiff's amended memorandum that was filed
3 today. Is today the 29th? Today's the 29th.
4 There's a reference in the -- Plaintiff's amended
5 memorandum to April 13, 2017 certified mail and a
6 fax letter of April 14. That was Exhibit D. I --
7 I didn't get an Exhibit D to your memorandum. I
8 got Exhibit B.

9 MS. EAVES WRIGHT: Which memorandum is
10 that from?

11 THE COURT: The one from today.

12 MS. EAVES WRIGHT: Yes, it is in the
13 tabs -- let me tell you what number tab. It's
14 going to be in that second set here. All right.
15 Here it is, tab 23, the certificate of service and
16 the document of service on The Hartford, served on
17 April 13th. And here's a copy of the fax where
18 they were -- received the fax on April 14th.

19 THE COURT: Is this in The Court
20 filing?

21 MS. EAVES WRIGHT: It is.

22 THE COURT: This is?

23 MS. EAVES WRIGHT: The fax is not. The
24 actual certificate of service is.

25 THE COURT: This is?

1 MS. EAVES WRIGHT: Because that was the
2 method pursuant to the rules. I just sent the fax
3 as a courtesy.

4 THE COURT: Okay. So this is in the
5 file, this exhibit 23 --

6 MS. EAVES WRIGHT: Yes.

7 THE COURT: It's been filed with The
8 Court?

9 MS. EAVES WRIGHT: I believe that the
10 certificate of service has been filed, all the
11 certificates for -- on the defendant and The
12 Hartford. I think I have a printout also of
13 everything that's been filed to confirm that.

14 MR. THOMPSON: Are these exhibits to
15 your memorandum?

16 MS. EAVES WRIGHT: Yes.

17 MR. THOMPSON: That have been talked
18 about being filed?

19 MS. EAVES WRIGHT: Uh-huh. So they
20 certainly would have been filed as exhibits to
21 that, but I think we also filed them as separate
22 documents previously.

23 MR. THOMPSON: I have not seen these
24 exhibits or this memorandum until ten minutes
25 before this hearing. I don't even have the

1 exhibits.

2 MS. EAVES WRIGHT: The exhibits would
3 have been filed with the original memorandum not
4 the admitted one which was filed maybe a month
5 ago--

6 MR. THOMPSON: Memorandum for what?

7 MS. EAVES WRIGHT: -- that you would
8 have been served with. The response --

9 MR. THOMPSON: Oh. Oh.. Oh.

10 MS. EAVES WRIGHT: The original.

11 MR. THOMPSON: Says to -- yeah, that
12 alone.

13 MS. EAVES WRIGHT: That's what the
14 exhibits were attached to.

15 MR. THOMPSON: Okay. I got it. Yep, I
16 do have those.

17 THE COURT: I don't know if I have them
18 call, but that's what we're going to figure out.

19 MS. EAVES WRIGHT: This e-file stuff is
20 hard to get used to.

21 THE COURT: Do you have the -- I didn't
22 get the exhibits for your original filing. That's
23 the disconnect, so your June 6th filing...

24 MS. EAVES WRIGHT: So you need --

25 THE COURT: Yeah, I better.

1 MS. EAVES WRIGHT: Okay. I've got them
2 all.

3 THE COURT: Okay. Let's do this.
4 Because I didn't get a complete set of what I
5 printed out, maybe it was e-mailed to me and I
6 just didn't print out all the exhibits. If you
7 have all the exhibits to your June 6th or 7
8 memorandum and opposition, if I could just make a
9 copy set of those.

10 MS. EAVES WRIGHT: Okay.

11 THE COURT: Let's take a five-minute
12 break.

13 (WHEREUPON, A BREAK WAS TAKEN
14 FROM THE PROCEEDINGS.)

15 THE COURT: What I'd like to do is now
16 that we're back on the record. We're going to
17 mark a few things that we just spoke about, but we
18 mentioned -- if we could mark -- there was an
19 exhibit with an e-mail. I think that's been
20 marked as Exhibit 1. Is that correct, Madam Court
21 Reporter?

22 THE COURT Reporter: Well, we've got
23 this other e-mail that was not marked to
24 Ms. Green.

25 THE COURT: Okay. Please hand me both.

1 Let's mark this e-mail exhibit 2.

2 THE COURT Reporter: So Defendant's

3 2....

4 THE COURT: Well, I---

5 MS. EAVES WRIGHT: Plaintiff's.

6 MR. THOMPSON: Plaintiff's 1 then.

7 THE COURT: Plaintiff's 1.

8 (Plaintiff's exhibit number 1

9 marked for identification.)

10 THE COURT: And then was there another

11 e-mail?

12 MS. EAVES WRIGHT: There are but not --

13 I mean; there's all kind of --

14 MR. THOMPSON: That's a fax page.

15 MS. EAVES WRIGHT: -- documentation to

16 The Hartford.

17 MR. THOMPSON: That's not in --

18 MS. EAVES WRIGHT: An exhibit.

19 MR. THOMPSON: And that's what I was

20 verifying. That is not in there.

21 THE COURT: Okay. Let's mark that.

22 (Plaintiff's exhibit number 2

23 marked for identification.)

24 THE COURT Reporter: So the fax is

25 exhibit 3?

1 MS. EAVES WRIGHT: Yes.

2 (Plaintiff's exhibit number 3 marked
3 marked for identification.)

4 THE COURT: And if I could have those
5 two, please. In connection with the motion to set
6 aside default...

7 MR. THOMPSON: Yeah, I'm sorry. We --
8 we -- are we done arguing or are we -- there was
9 some -- I didn't know if she was done --

10 THE COURT: Counsels, does anyone have
11 anything further in --

12 MR. THOMPSON: I'm sorry.

13 THE COURT: -- the motion to set aside
14 default? I know we were taking a break and I -- I
15 think I marked a few of the exhibits in connection
16 with some of the argument. So, please,
17 Mr. Thompson if you have anything.

18 MR. THOMPSON: Thank you, Your Honor,
19 because it -- it -- there are some things that she
20 brought up that I haven't had a chance to address
21 yet. And specifically some of these exhibits.
22 First, she did provide information about the
23 costs. And two things on that: One, the -- the
24 lost costs, if you will, appear to be about 1300
25 bucks. The life care plan -- to create the life

1 care plan; that -- if the default was set aside,
2 they would still have to spend the money. So it's
3 a 1300 dollar cost. I'm aware -- I -- I know
4 Ms. Wright made some assertions about the
5 financial ability or the financial capacity of the
6 plaintiff. I know -- I'm not sure when he
7 received it, but I know that he's collected
8 200,000 dollars from the U.I.M. carrier. So I --
9 I hope there's not any sort of suggestion that he
10 doesn't have the ability to pay that.
11 With regard to the exhibits that have
12 been introduced, number one, the e-mail to The
13 Hartford is February 3. It's actually -- that's
14 after the time for filing. The answer would have
15 expired if -- if my math is correct. Plaintiff
16 was served January 2. Thirty days would have
17 expired before the February 3rd e-mail was sent.
18 The e-mail did not include a copy of the complaint
19 at all. It -- I don't know what the case law that
20 they have referenced -- what the insurance company
21 may have received, but in this situation, what
22 they have demonstrated is the insurance company
23 would have been provided information after the
24 time for responding would have passed. The rest
25 of the -- the other certificates, Exhibit 2 and 3,

1 have to do with the information regarding the --
2 the damages hearing that was on April 18, which
3 would have been long passed the issue with the
4 default. So I think -- I think those are the
5 things that she had addressed that I would like to
6 respond to. So thank you.

7 THE COURT: Thank you.

8 MS. EAVES WRIGHT: I just have a couple
9 of quick responses to that. The plaintiff did not
10 receive 200,000 dollars in U.I.M. money. He
11 received 25,000 dollars in U.I.M. money. And
12 17,000 almost. -- I believe it was 17. It might be
13 16,000, but either 16 or 17,000 dollars of that 25
14 was paid to the lienholder to satisfy the lien for
15 his medical bills from this case. Second point,
16 The Hartford was notified by my e-mail on February
17 3rd of the suit being filed and even though the 30
18 days to answer had passed, I gave them an extra 11
19 days before I filed the affidavit of default and
20 then another two days before I filed the motion
21 for default after filing the affidavit. So they
22 had at least 11 days to hire an attorney to ask
23 for an extension or to file a general denial
24 before we ever filed an affidavit of default or
25 began moving for default after I notified them.

1 So I believe that they had adequate
2 notice. There's case following a statute on
3 giving actual notice to the insurer and in
4 addition to the defendant himself having notice of
5 the suit and receiving the summons.

6 MR. THOMPSON: Your Honor, and with
7 regard to what the insurance company did or didn't
8 do in this situation, they were not served
9 pursuant to law with regard to this. They weren't
10 served through the insurance commissioner as if
11 they were being served. This did not include --
12 the e-mail that she sent did not include a -- a
13 copy of it, did not include any indication that --
14 it was just an e-mail. And again, you know, we go
15 back to this is really, in this situation, what
16 Phillip Causey did up until the point of February
17 3. And he believed that he had the opportunity to
18 defend the case. He made a mistake.

19 THE COURT: Okay. Well, for the court
20 record, let's identify Plaintiff's exhibit 1 is an
21 e-mail from Brooke Eaves to Sandra Green and
22 Nanette Franklin, auto and property claims,
23 Hartford claim with the claim reference.
24 Plaintiff's exhibit 2 is the certificate of
25 service, April 13, 2017, notice of hearing, with

1 The Hartford referenced in it and an address,
2 Lexington, Kentucky. Exhibit 3 -- Plaintiff's
3 exhibit 3 is a fax from Maguire Law Firm
4 notification -- fax finder, fax notification
5 successfully sent to a fax number 1-866-809-1239.
6 Then the other items which were copied
7 during our break were the exhibits to the June 6,
8 2017 memorandum and opposition with a motion to
9 set aside default. They are the file stamped
10 January 19, 2017, affidavit of service reflecting
11 individual service on Phillip Ray Causey on
12 January 2, 2017. There's a certificate of service
13 of April 12th, 2017 with a notice of hearing to
14 Phillip Ray Causey. There's a certificate of
15 service dated 4/12/2017 -- April 12th, 2017 for
16 order of referral, clocked motion for referral to
17 special referee, order of default, clocked motion
18 for default judgment and affidavit of default,
19 Phillip Ray Causey. There is a April 18, 2016 --
20 looks like it's supposed to be '17. A personal
21 service affidavit of notice of hearing, order of
22 referral, clocked motion for referral to special
23 referee, order of default, clocked motion for
24 default judgment and affidavit of default for
25 service to Phillip Ray Causey, signed by Zach

1 Simmons. And then there's a certificate of
2 service for April 13, 2017 for notice of hearing,
3 which was mailed to The Hartford, attention Sandra
4 Green, claims supervisor at the Lexington,
5 Kentucky address. So in looking at the
6 defendant's motion to set aside the default, it
7 appears that the default -- the premise for the
8 default being set aside is set forth in the motion
9 was that there's good cause demonstrated for
10 setting aside the default and or that service of
11 process was not effected pursuant to South
12 Carolina law. I don't believe I've heard anything
13 on the service of process being defected and
14 defense counsel is nodding his head, so I'm going
15 to take that as you agree that he -- Mr. Causey
16 was properly served.

17 MR. THOMPSON: Yes, Your Honor.

18 THE COURT: So now we get to the good
19 cause portion of the analysis. And so let's go
20 through that. I have read the affidavit of
21 Mr. Causey and it appears he is approximately 39
22 years of age. He graduated high school in 1995.
23 So he -- at 39 years of age is a high school
24 graduate, nothing in his affidavit indicates that
25 he has any problem understanding the written word

1 or English. He mentions that he was in contact or
2 at least the insurance carrier contacted him and
3 took a statement in his affidavit. His father had
4 insurance on the truck. I believe I saw that he
5 lives with his father, that he -- that he thought
6 his father would report it to the insurance
7 company and then the insurance company would take
8 care of it after that. Well, it's obvious that
9 the insurance company was contacted because
10 Mr. Causey says he did have an interview with the
11 insurance company.

12 It's clear from the exhibits that I
13 referenced a bit ago that the insurance company
14 was notified of the suit and was notified of the
15 hearing. The -- there's nothing in Mr. Causey's
16 affidavit that said that the insurance company
17 sent him a letter advising him as an apparent
18 insured as to what he should do if he receives
19 suit papers or what the insurance company expected
20 him to do. But that Mr. Causey figured, and this
21 is paragraph 11, that the insurance company was
22 taking care of whatever needed to be taken care
23 of. I think -- the difficult I have is
24 Mr. Causey, in his affidavit, states that he did
25 not have the financial means to hire a lawyer to

1 assist me with Mr. Knight's lawsuit. However, he
2 has a lawyer today. So I don't know what's
3 changed. In that same paragraph he says, since I
4 did not own anything of value, I figured that even
5 if I lost the case, I would not have to pay a
6 lawyer and there would be nothing for Mr. Knight
7 to collect anyway. I have not seen anything that
8 excuses Mr. Causey from reading the summons, being
9 able to read the summons or the complaint or
10 filing rules of civil procedure, which provide for
11 30 days to respond.

12 So just on that initial level, I -- I
13 don't believe he's responded or provided a good
14 basis or a reasonable basis even to just not
15 respond to the lawsuit. I don't believe the rules
16 of civil procedure allow someone to wait and then
17 come in later and say, I don't have any money, I
18 didn't think it was gonna be a problem if I didn't
19 respond and raise an issue after the fact.

20 As far as the other elements to be
21 considered, the timeliness of the motion, I
22 believe the motion was filed after the hearing was
23 conducted and that is going to be at least two
24 months after the insurance company was notified of
25 at least a suit at -- at a minimum. And so I

1 1 don't believe that motion by the defendant was
2 timely just on that basis alone. The insurance
3 23 company was also provided notice of the hearing
4 prior to the hearing.
5 The issue of prejudice, I think, is a
6 significant one. Counsel identified 25,000
7 dollars as a minimum as being a prejudicial amount
8 that you must exceed in order to suffer prejudice.
9 I don't believe that is certainly not my
10 understanding or my feeling. I do not agree with
11 that. The parties were all here. Substantial
12 effort went forth in getting a doctor here, a life
13 care planner here. People spent -- I believe it
14 was two to three hours going through testimony,
15 having testimony and exhibits and so I believe
16 there is a high degree of prejudice in this case
17 because everything was for the most part included
18 other than issuing the written order or the
19 written judgment. And that's what I was
20 trying to say. So I do find that this is highly
21 prejudicial and I don't think it's in any way fair
22 for a litigant to have to go through a hearing 100
23 percent and then have to redo it because there was
24 an attitude or a lack of effort in the beginning
25 to address the issues that could have been

1 litigated much earlier prior to everyone coming in
2 and having the hearing. you know, I don't know
3 The meritorious defense, I don't know
4 if it's at this point -- it might maybe be a
5 defense, but I don't know if I can find it to be a
6 meritorious defense at this point, regardless of
7 whether a defense was raised. So I don't believe
8 that that in itself is enough to change or to sway
9 my decision that the motion should be denied to
10 set aside the default. I just think, you know,
11 you can have -- someone can raise a defense,
12 whether it's a meritorious defense that goes in to
13 other issues. I think there's obviously
14 conflicting affidavits. The affidavit by
15 Mr. Causey says one thing and then there's the
16 witness affidavit, which I'm going to allow, which
17 says something completely opposite. But in any
18 event, the motion is denied. And I think I've
19 addressed most of Counsel's argument, but if I
20 haven't, let me know which ones I need to address
21 on this motion so I can make sure you have a clean
22 record.
23 MR. THOMPSON: No, I think you covered
24 it. The only thing I would point out, Your Honor,
25 is and -- and just because Your Honor made a point

1 and that is I'm -- I'm here as we all know because
2 I was hired by Mr. Causey's insurance company to
3 make this appearance. So -- so that's why I'm
4 here. And that's how I got to be here.

5 THE COURT: Are there any other
6 arguments I have not addressed for this motion
7 that I should address now?

8 MS. EAVES WRIGHT: I don't think so.
9 Thank you.

10 THE COURT: So we can now move to the
11 next motion, which is Defendant's post-judgment
12 motions and memorandum and support.

13 THE COURT Reporter: This second set
14 that you went over, are we marking it as
15 Plaintiff's 4?

16 THE COURT: We did not because it's
17 been filed with The Court, but that's a good
18 question.

19 MR. THOMPSON: Could we -- I would
20 request that they be marked. I'll mark them
21 as an exhibit, but you -- just so that we have
22 them together.

23 MS. EAVES WRIGHT: Yeah, we agree --
24 we're fine with marking them as Plaintiff's --
25 whichever one you want to do.

1 MR. THOMPSON: I prefer them to be
2 Plaintiff's, but --

3 MS. EAVES WRIGHT: Yeah, Plaintiff's is
4 fine.

5 (Plaintiff's exhibit number 4
6 marked for identification.)

7 MR. THOMPSON: Thank you, Your Honor.

8 Your Honor, the post-judgment motions are

9 collectively brought pursuant to Rule 52 and 59.

10 I think they're generally interchangeable because

11 of The Court sitting as the fact finder in -- and

12 finder of the law as well. That 52 certainly

13 gives you a wide latitude to revisit the order,

14 reopen it, vacate it. You have a significant

15 amount of power in that regard. And 59 to a

16 similar extent provides that same similar power

17 whether you want to call it as reopening, vacating

18 and reopening, amending or altering. I think

19 they're kind of all interchangeable between Rule

20 52 and 59. I haven't been able to at least

21 discern any significant difference in the

22 standard, if you will, between the rules. But

23 they're all both -- and they're mostly all made

24 pursuant to those two rules.

25 Your Honor, just briefly, I know we've

1 already kicked the can with regard to the -- the
2 power, authority and jurisdiction just as a
3 preference and I know you've already ruled on
4 this, but to create my record, when the motion to
5 set aside default was filed, it should have been
6 heard by the Circuit Court, which should have
7 stayed this matter and the judgment should have
8 been issued, so...

9 THE COURT: I've already denied that.

10 MR. THOMPSON: I -- I appreciate that.

11 For the record, Your Honor, I appreciate it.

12 THE COURT: Understood. I can deny it

13 again.

14 MR. THOMPSON: I would expect the same.

15 So let's talk about -- let's see. The first one

16 I'll talk about, Judge, is the issuance of the

17 award on May 30. That time -- and -- and some of

18 this probably will -- will sort of get in to --

19 cross the fence, if you will, with some of these.

20 But when the hearing was held April 18, Mr. Knight

21 was scheduled for surgery on May 8. There was

22 testimony taken with regard to what he may or may

23 not incur by way of expenses and damages as a

24 result of that surgery. That surgery was

25 eventually to my understanding and I can be

1 corrected on this -- was performed on May 8th of
2 2017. And then again the final award order of
3 judgment was issued May 30.
4 At the time, of course the order of
5 judgment is issued, the future damages are no
6 longer future damages. They are actual damages.
7 And they are ascertainable or can be ascertained.
8 And as a result by issuing an order of judgment
9 that incapsulates or captures or awards an amount
10 of money for future damages that, again, are
11 actual damages. It has the possibility, frankly,
12 of either overcompensating the plaintiff or
13 undercompensating the plaintiff. And so I
14 certainly don't deny that there may be the
15 possibility that the expenses for the surgery are
16 more than what the projection was. However, what
17 we do know is they exist. They exist now.
18 And there is an opportunity and ability
19 -- and frankly, they existed before the order was
20 issued and filed. There's an opportunity now to
21 reopen the process and proceeding, take additional
22 testimony and evidence with regard to those
23 damages and more readily ascertain what the real
24 actual damages are in this case. The award of
25 future damages, frankly, was unfounded and

1 unsupported at the time that the award was issued.

2 On May 30, the future damages didn't exist any

3 longer. They were actually actuals. So

4 technically, the award is not supported by the

5 evidence in the record at least with regard to

6 future damages. The order specifically provides a

7 recovery for future damages of 90-some thousand

8 dollars. I believe that the order and or judgment

9 should be reopened, additional evidence taken with

10 regard to the -- those issues and then that matter

11 supported by the evidence in the record so to

12 speak. That's, you know --

13 THE COURT: Counsel?

14 MR. THOMPSON: Yes.

15 THE COURT: Let me -- and it's up to

16 you --

17 MR. THOMPSON: Yes.

18 THE COURT: -- because it's your

19 motion.

20 MR. THOMPSON: Yes.

21 THE COURT: But would you like to have

22 the exchange on this issue now and then my ruling

23 with follow-up or do you want to go through all of

24 your arguments?

25 MR. THOMPSON: Well, it probably --

11 this one is -- is discreet enough that we can --
12 it's either up or down. I guess. The rest of it's
13 gonna be mostly about the -- the basis of the
14 foundations, support of the evidence, support of
15 the numbers. So this one is probably subsume
16 within the others, but we can --

17 THE COURT: Well, it's up to you. You
18 tell me.

19 MR. THOMPSON: Well, do you guys want
20 to respond or do you want to wait?

21 MS. EAVES WRIGHT: I think it might be
22 easier to go through the issues in the order of
23 the -- the brief. It looks like you just started
24 on issue number three, which is fine. I mean,
25 however you want to do it. If you want to do your
26 whole thing --

27 MR. THOMPSON: I'm more concerned about
28 whether you want to talk about this now or you
29 want to talk -- because this really kind of --

30 MS. EAVES WRIGHT: However you want to
31 do it is fine.

32 MR. THOMPSON: -- dovetails -- well --
33 well, let me continue. Judge, and if you want to
34 decide that there's too much that we've already
35 discussed and --

1 THE COURT: Yes.

2 MR. THOMPSON: -- you want us to take a
3 break and discuss it, that's fine.

4 THE COURT: Well, how about we do this.
5 Let's go through this and let me hear your
6 response and then I'll address this issue and then
7 move on. That will be easier.

8 MR. THOMPSON: I think it's -- it's --
9 yeah.

10 MS. EAVES WRIGHT: Okay. It looks like
11 -- are you done for -- for this one part?

12 MR. THOMPSON: I am.

13 MS. EAVES WRIGHT: Okay. I just don't
14 want to interrupt you. Sorry.

15 MR. THOMPSON: Thank you.

16 MS. EAVES WRIGHT: It looks like we're
17 on argument three, I believe, of Defendant's
18 motion -- post-judgment motions and my response to
19 that would be that the evidence of the plaintiff's
20 future damages was sufficient and the order should
21 not be vacated, opened or set aside and a new
22 hearing should not be held because there was
23 reasonably sufficient evidence to support the
24 factual findings. And -- for example, Kim
25 Piacquadio, the life care planner, testified as to

1 the future damages and provided the life care
2 plan, which provided ample evidence of the ongoing
3 medical treatment. And it is more than just the
4 surgery. Even though the surgery is -- is one
5 factor of the future damages, the life care plan
6 provided expenses following year one throughout
7 the remainder of the plan. It was a life
8 expectancy. So these future damages accounted for
9 the remainder of his life in addition to the
10 surgery that he's had.

11 And Ms. Piacquadio testified that he
12 will need follow-up with a gastrointestinal
13 specialist at least on an annual basis. We don't
14 have those costs yet, of course, and also other
15 additional costs for physical therapy, recovery
16 costs throughout his lifespan, which was all part
17 of the future damages. So my argument is that his
18 future damages is not any more concrete now just
19 because his surgery has been completed. And the
20 plaintiff's own testimony at the hearing also
21 supported Ms. Piacquadio's testimony on life care
22 plan regarding the future care he would need and
23 his future -- future damages that we provided.
24 Another point to that is that this
25 issue was not raised at the time of the damages

1 hearing and a party cannot use Rule 59(e) to
2 present an issue that they could have raised prior
3 to judgment, but did not. At the hearing, when we
4 provided the future damages testimony, an
5 objection could have been raised and wasn't, but
6 in any event we'd still like you to rule upon this
7 issue. And the evidence was sufficient at the
8 damages hearing.

9 And the case law on this issue provides
10 that the standard is whether the evidence
11 reasonably supports the findings of fact, whether
12 the evidence is sufficient and reasonably supports
13 the special referee's findings. We argue that it
14 does, that we provided ample evidence of the
15 future damages to a reasonable degree of life care
16 plan certainty. And to a reasonable degree of
17 nursing certainty is actually the standard here.
18 The testimony was provided and provided ample
19 evidence of that. So there's certainly sufficient
20 evidence to support the special referee's findings
21 on future damages.

22 And also it would be unfairly
23 prejudicial and un-- unjust and unduly burdensome
24 to reopen the judgment or have a new trial every
25 time the -- the plaintiff goes to the doctor.

1 He's still treating. So are we going to keep
2 doing this for 37 years? That would be a little
3 bit burdensome to say the least. And for those
4 reasons we would request that the motion be denied
5 on that basis.

6 THE COURT: All right. Counsel?

7 MR. THOMPSON: Yes, Your Honor.

8 Pursuant to Rule 52, this is, I guess, the
9 importance of this aspect of it because of the
10 unique nature -- not that -- have cases tried by a
11 judge all the time, right? But Rule 52
12 specifically provides that first of all, there's
13 no waiver. There's no need to present it at the
14 time of the hearing. Rule 52(b) specifically
15 allows me to bring this motion at this time and
16 says upon motion made not later than 10 days after
17 receipt of written notice of entry of judgment,
18 The Court may amend its findings or make
19 additional findings and may amend the judgment and
20 the motion may be made with a timely motion for
21 new trial.

22 So the -- it -- it certainly -- there's
23 no rule and certainly no waiver at this time.
24 This is something and an issue that is clearly
25 before Your Honor. With regard to, you know,

1 where we are, this is a very specific situation.
2 This is not a question of, oh yeah, we need to
3 find out what happens a year from now, two years
4 from now. In fact, the rule doesn't allow me to
5 do that. There's no suggestion that, you know,
6 three months from now, we can kind of reopen this.
7 In fact, I can't. The defendant can't because it
8 has to be 10 days within the -- the date that the
9 judgment is -- is rendered or ordered or received,
10 whatever -- written notice -- receipt of written
11 notice. That's what the order says or the rule
12 says. So --
13 So in this situation, all I'm asking
14 for is a correct and real accounting of the actual
15 damages sustained by the plaintiff in this
16 situation. It is out there, it's available, it's
17 not going to delay anything here with regard to
18 the, you know -- the just determination of what he
19 sustained. If the damages are more, they're more.
20 If they're less, they're less, but the -- the --
21 the purpose here is to determine what Mr. Knight
22 sustained in actual damages, not what in theory he
23 may sometime in the future sustain in damages.
24 In this situation, it's a very specific, very
25 tailored, very narrow issue, which is simply, we

1. can reopen the order for the limited purpose --
2. now, I'm going to be asking for more than that,
3. but if nothing else today, we can open this to
4. take additional testimony and evidence with regard
5. to the actual damages sustained with regard to the
6. future surgery that was future at the time of the
7. hearing, but yet in the past at the time that the
8. order was issued. So it's just simply a matter
9. of getting to the truth of the matter and
10. accurately reflecting the damages sustained by the
11. plaintiff. There's an opportunity by rule by law
12. to -- to make that happen.

13. MS. EAVES WRIGHT: In response if --

14. THE COURT: Briefly?

15. MS. EAVES WRIGHT: -- I may? Part of
16. the argument from defense counsel, in his brief,
17. cited Rule 60(b) as well as being newly discovered
18. evidence. I would argue that that rule doesn't
19. apply because the newly discovered evidence rule
20. is for evidence that existed at the time, but was
21. not able to be obtained for -- for special
22. reasons. This evidence of the actual surgery cost
23. did not exist at the time of the hearing because
24. it was future damages and they had not been
25. incurred yet. However, we did provide sufficient

1 evidence by way of the life care planner of what
2 that -- that cost and the future damages would be.
3 And that evidence was sufficient to support the
4 findings made by you as the special referee.

5 And the other component of Rule 60(b)
6 would be that the amount of the bills would have
7 to probably change the result if a new trial were
8 granted. We would argue that the amount of the
9 bills here, the few dollars difference there may
10 be, would not probably change the result of the
11 future damages portion of the award. Because
12 there are so many other future damages that are
13 not related to the surgery that are the care he's
14 going to need the rest of his life, Your Honor.

15 THE COURT: I'm going to deny the
16 motion because there was ample testimony on the
17 future -- future medical care that was provided by
18 various witnesses at the time of the hearing. And
19 that included future surgery, the life care plan,
20 the plaintiff's testimony, Dr. Rimkus' testimony
21 concerning future surgery and we're not going to
22 amend the judgment at this time. Thanks.

23 MR. THOMPSON: Thank you, Your Honor.

24 THE COURT: Okay. Next.

25 MR. THOMPSON: All right, Your Honor.

1 With regard to the amount of the award being
2 grossly excessive, shocking to the conscience, not
3 being supported by evidence in the record, also
4 pursuant to Rule 52 and 59, Your Honor -- okay.
5 Working off the order and then comparing to the
6 transcript is, I think, the best way I've been
7 able to figure out how to go through this.
8 Because it really does impact, you know, what this
9 case looks like. And we start on page two, the
10 testimony of the plaintiff. Do you have -- Your
11 Honor, do you have a copy of that?
12 THE COURT: Yes.
13 MR. THOMPSON: Page two, the testimony
14 of the plaintiff, we start second paragraph --
15 first paragraph, second sentence, plaintiff
16 believes he lost consciousness for an undetermined
17 amount of time. That's not true. The records
18 that are in evidence, Exhibit 19, which, Your
19 Honor, is approximately 1100 pages, he denied loss
20 of consciousness to the paramedics. He denied
21 loss of consciousness to the E.R. physician. He
22 denied loss of consciousness to his primary care
23 physician. This finding or -- if this testimony
24 is credited, it's not supported by the evidence in
25 the record.

1 During the surgery -- two sec--- two
2 sentences down, starting during surgery, plaintiff
3 had to be resuscitated and then was subsequently
4 intubated for three days. That is incorrect.
5 First of all, the only person that provided that
6 testimony was the plaintiff. And the plaintiff
7 was somehow was incapacitated or --- and --- and out
8 of it and yet he provides that testimony. So that
9 testimony's unfounded and it's hearsay. There's
10 no basis for it in the record. Now, more
11 importantly, when you start talking about did he
12 actually --- was he actually intubated? That's in
13 the records. He wasn't. In fact, there is a
14 record specifically stating that on the day of the
15 surgery, he was extubated. So when you talk about
16 --- let me get --- 'cause it's easier for me to --
17 yeah. And it's --- some of these records are
18 marked, but there is a re--- a pulmonary
19 rehabilitation, something like that in the record
20 in there where it specifically indicates that he
21 was extubated the day of the surgery.
22 So the order indicating that he -- and
23 first of all, intubated for three days is
24 incorrect. It's not supported by the record. I
25 don't even think he testified to that frankly.

1 Had to be resuscitated, that's not in the records
2 --- medical records. We go down to he testified he
3 has permanent restrictions, is unable -- unable to
4 lift more than 20 pounds. That is incorrect. We
5 will talk more about that in a minute. He can no
6 longer pick up his daughter. There are no
7 physical restrictions on him. That is incorrect.
8 The testimony of the physician on page three was
9 credited he was at increased risk for developing
10 digestive difficulties in the future. And that
11 could result in a bile blockage. Dr. Rimkus
12 specifically testified that that was not likely.
13 And he did not expect that. Yet it was a finding
14 as if that was something that would happen in the
15 future.

16 With regard to The Court's findings,
17 the first thing that is indicated is permanent
18 injuries. There is nothing in this record from
19 any medical, scientific or other practitioner
20 indicating a permanent injury. In fact throughout
21 Dr. Rimkus -- and -- and he's the guy who did the
22 surgery. He's the one who, you know, is the
23 expert and the plaintiff is not. He's not an
24 expert in biology or the digestive tract. The
25 life care planner even was contradicted. When we

1 talk about the life care planner giving -- giving
2 credit to the life care planner's testimony, the
3 life care planner even testified something to the
4 effect that his digestive tract was shortened and
5 that he would have difficulties. Dr. Rimkus came
6 in right after that and said, absolutely not. So
7 when we start talking about crediting witnesses
8 and we start talking about crediting, you know,
9 where is this basis for this judgment in this
10 case? The record doesn't support it.

11 So I'm getting a little bit ahead of
12 myself. So let me make sure that I've covered all
13 of these things. All right. First -- Dr. Rimkus,
14 he never offered an opinion that any injury was
15 permanent. There's no permanent impairment rating
16 in the record whatsoever. In fact Dr. Rimkus
17 specifically testified that upon questioning, will
18 his digestive system ever be the same as it was
19 prior to the collision? Yes, I expect so. That's
20 in the transcript, page 114. There are no diet
21 restrictions. Dr. Rimkus testified once a person
22 is considered to be recovered from intestinal
23 surgery, at this point, he doesn't have diet
24 restrictions. That's the transcript, 110 to 111.
25 He does not have any permanent lifting

1 restrictions. It's in the transcript, page 114.
2 212 Other than for the surgery of May 8,
3 213 2017, there was no opinion that he would need any
4 214 additional care, no initial care, no additional need
5 215 for yearly visits as alleged by the life care
6 216 planner. You know, even the life care planner,
7 217 frankly, testified I haven't even talked to
8 218 Dr. Rimkus. That was in the testimony. She
9 219 acknowledged she hadn't even talked to him to find
10 220 out what he was recommending. It was her opinion.
11 221 Then Dr. Rimkus comes in and says no,
12 222 there's no additional need for any additional care
13 223 and kind of dovetails back to this concept of
14 224 future damages are unsupported. The only opinion
15 225 that Dr. Rimkus offered with regard to any
16 226 permanency was a scar and that he had a scar.
17 227 There's no testimony in this record whatsoever
18 228 that the scar is painful, dysfunctional or causes
19 229 any impairment of Mrs. Knight's vocational or
20 230 recreational pursuits.
21 231 You know, there's this talk about a
22 232 mesh. And I think that a big deal is made about
23 233 that. Dr. Rimkus specifically testified it's a
24 234 biologic mesh. It's not a synthetic one. It's
25 235 just incorporated into the body tissues, no

1 indication that there's any problem with that, no
2 indication there's any permanency with that, no
3 indication that there's ever going to be any
4 difficulties with that whatsoever, nothing in the
5 record of that. So I -- you know, when we start
6 talking about when -- and there's a permanent
7 injury, my question to Plaintiffs is, what is the
8 permanent injury? There's no testimony about any
9 permanent injury. Dr. Rimkus squashed that
10 immediately. The only injury that we've heard
11 anything about is to the digestive system. And
12 Dr. Rimkus specifically said it will be the same
13 as it was prior to the collision. It's no loss.
14 Now, I don't deny that Mr. Knight had a
15 significant temporary issue. He had a -- a number
16 of injuries that were treated successfully as I'm
17 sure we all have had injuries that we have
18 recovered from. It did not impair our future; did
19 not impair our life. In this situation, there's
20 no evidence in this record to support the idea
21 that there's a permanent injury other than
22 permanent scarring. And again, I will concede
23 permanent scarring. That said, I don't believe a
24 3.2 million dollar award is appropriate for a
25 scar. And that it would be supportive that that

1 -- just because a person has a scar that it's
2 worth 3.2 million dollars.
3 We talked about, you know, when we're
4 starting to say, okay, well, there's other
5 evidence in the record. There's the -- the
6 plaintiff. He's offered testimony. But the
7 plaintiff's problem is he's not credible. And
8 throughout his testimony, he is contradicted by
9 what the records are. Now, whether anybody's
10 spent any time with these records and has actually
11 figured out, okay -- you know, they're in
12 evidence, so they are evidence. Do they support
13 or do they contradict what the plaintiff has
14 testified to? I've already mentioned one in the
15 loss of consciousness. He testifies that he
16 believes he lost consciousness -- actually his
17 testimony in his -- in the transcript is very
18 wishy-washy on that. It's not, I did lose
19 consciousness, I think I did. When in fact every
20 person he's ever spoken to at any time up until
21 the time of the hearing is he did not lose
22 consciousness.
23 And I suggest that that is a
24 significant situation where credibility is
25 questioned. In fact the -- the fire rescue worker

1 in the RUN report reported that patient denies
2 loss of consciousness, states -- stated he did get
3 a little lightheaded a few times, but never passed
4 out. That is a direct quote. There's no
5 objective evidence in the records to support that
6 somehow he lost consciousness. This also
7 dovetails back to what I already talked about, he
8 had to be resuscitated. That's not in the record.
9 That he was subsequently intubated for three days,
10 that's not in the record. Again, this is
11 testimony from the plaintiff, yet it's not
12 supported by facts, factual evidence, medical
13 records that are in the record.
14 So I don't know how he can be credited
15 for being honest, truthful and forthright when the
16 records don't support any of this. Yet instead in
17 this order it is actually giving him credit for
18 this testimony, giving him credit that he lost
19 consciousness, giving him credit that he was
20 intubated for three days, giving him credit that
21 he was going to have future problems with his
22 digestive tract.
23 You know, the interesting part about a
24 lot of the medicine side of it is there were never
25 questions that were asked of the plaintiff. Yet

1 the physician showed up and he was the one with
2 the most knowledge, with the most expertise, with
3 the most education, background, everything, yet
4 none of these questions were ever asked of him.
5 Did he lose -- you know, was he excu--- was he
6 intubated for three days? Was he -- did he have
7 to be resuscitated? All of these things -- he
8 didn't get asked that. Because they were
9 satisfied to have the plaintiff testify which is
10 inconsistent with what these records are. And
11 frankly if the doctor had been asked those
12 questions, it would become immediately apparent
13 that the testimony that Mr. Knight had already
14 provided was inaccurate. Just for the loss of
15 consciousness and intubation, for the record it's
16 Exhibit 19, pages 528 to 529, Exhibit 19, pages
17 38. And the respiratory therapy notes are on page
18 643 of Exhibit 19. The order states that he has
19 permanent injuries, he has -- we've already talked
20 about the fact that there's no evidence of any
21 permanent injury other than scarring.
22 There is the concern about his ability
23 to lift and his ability to work out. Dr. Rimkus
24 was not asked that question. He did not offer any
25 testimony that he would be restricted in any

1 regard. In fact, to the extent he was asked,
2 Dr. Rimkus indicated that he doesn't have any
3 restrictions in that regard. There is findings in
4 this order, it's a premise essentially
5 that Mr. Knight can no longer do one of the things
6 that he allegedly is most happy about, which is
7 powerlifting. There's not anything in this record
8 to support that he cannot do that. Dr. Rimkus
9 wasn't asked. Dr. Rimkus didn't say that he
10 couldn't. In fact, Dr. Rimkus' only testimony was
11 he didn't have any lifting restrictions.

12 Now, just sort of anecdotally, I was
13 actually thinking that Mr. Knight might be here
14 today - but it doesn't take long just on an
15 internet search. There's a fellow name Jeff
16 Maddy. He's a powerlifter. He's had four hernia
17 surgeries. He's still a powerlifter. He's a big
18 guy too. And that's important because I think
19 that there's a misconception and a misperception
20 that is pervaded in this case that
21 somehow because of this abdominal injury and the
22 hernia injury or the hernia surgery that somehow
23 -- somehow he cannot participate in these things.
24 And there is no evidence in this record from
25 Dr. Rimkus that he cannot. There's no evidence

1 and no medicine that says he cannot. There's no
2 science that says he cannot. In fact, anecdotally
3 again, there are plenty of -- frankly, it doesn't
4 take long in a Google search to find out that
5 there are plenty of power lifters who have had
6 hernia surgeries, which also doesn't surprise me
7 given what they do and the stress on the abdominal
8 cavity and that sort of thing.
9 So the bottom line is that a lot of
10 what is happening in this order, a lot of what the
11 basis for this order is a -- and -- and it's not
12 supported by the evidence where the doctor has not
13 said he can't do these things. He's not been
14 restricted from any of these things. If he's
15 restricted, it's because he's done it himself
16 personally. And that's not a basis for saying,
17 okay, well, I'm just not -- I can -- I can fish,
18 I'm just not going to fish. Now, that's -- that's
19 not a basis for a -- a significant award. If you
20 elect, choose not to do something that you
21 physically can, that's your decision. But that's
22 not a damage situation. You can physically do it.
23 You can do the things that you claim that you
24 cannot do and that's what the basis of this award
25 is that he can't do those things. And that's

1 incorrect. It says he can't pick up his daughter.
2 There's no lifting restrictions.
3 The life has been severely -- life has
4 been severely and negatively impacted. It's in
5 the order. There's a -- you know, consideration
6 about his separation from his wife. His wife has
7 not filed a loss of consortium claim. Has not
8 even made a claim for it. There is, you know,
9 again, significant questions about, you know, was
10 this accident the cause? You know, frankly, it
11 looked like she was at his bedside every time.
12 Throughout the record, she was helpful to him. So
13 whatever happened is not the result of this
14 accident. It's not in these records.
15 The child, severely and negatively
16 impacted. Again, where is the permanency in that?
17 There's nothing in this record to suggest that --
18 that Mr. Knight cannot participate in every
19 activity with his child from now until the end of
20 his life. None. No evidence of long-term
21 restrictions, no evidence of an impact on his
22 relationship to his child.
23 Employment, and again, and I've listed
24 these separately because in the order it says his
25 life has been severely and negatively impacted,

1 and his wife and young child, his employment and
2 his leisure activities. His employment, the only
3 thing he had with regard to his employment was a
4 temporary restriction. He's back at work. He
5 has; again -- god, I feel like a broken record and
6 I'm sure you don't want to hear it anymore, but
7 he's not been restricted. He hasn't been given a
8 permanent restriction. He hasn't said -- there's
9 not one thing that says you cannot lift a patient.
10 You cannot be involved in physical therapy with
11 regard to a patient, not one restriction that --
12 nobody. Not even the -- the -- the life care
13 planner, nobody's provided any restrictions. So
14 there's not been an impact on his employment. And
15 the interesting part about it; I found in the
16 transcript, Mr. Knight testified -- he said -- and
17 he's talking about his job. He's talking about he
18 couldn't go back to his job immediately following
19 the accident and surgery and that sort of thing.
20 And his quote was it's not really like the kind of
21 job where you can have light duty end quote.
22 That's transcript; page 45. Mr. Knight has
23 returned to his full-duty employment. He is
24 unrestricted. By his own testimony, it is not
25 light duty. And he is back at work. In fact, Dr.

1 Rimkus, again in the records, on August 11, 2016,
2 signed a return-to-work note, with restrictions,
3 none. None. August 11, 2016.
4 So there's not only no testimony from
5 Dr. Rimkus about any permanent restrictions, but
6 on an August 11, 2016 note where Dr. Rimkus is
7 telling his employer, he has no restrictions.
8 There's nothing you need to worry about with
9 regard to how he does his employment.
10 Leisure activities, unable to power
11 lift, again, no restrictions. There's no reason
12 that he cannot power lift. Again, it would have
13 been very easy, frankly, for Plaintiff to ask
14 Dr. Rimkus, hey, given this injury, given these
15 conditions, should he be powerlifting? Can he
16 power lift? If Dr. Rimkus says no, he shouldn't
17 be powerlifting, we've got a different situation.
18 But they didn't ask that question because you know
19 why? The transcript is very clear that Dr. Rimkus
20 was telling this court that he fixed Mr. Knight.
21 That Mr. Knight has recovered with the exception
22 of the hernia that he was going to have to be
23 performing on May 8. But thereafter, he did not
24 expect any problems, any restrictions or any
25 future impairment of either his work or social

1 pursuits.

2 I've already demonstrated, you know,

3 this guy Jeff Maddy, he's had four hernia repairs;

4 he's still a power lifter. You know, it's

5 significant because nobody has -- again, I think

6 that the -- the consensus has been, okay, he's got

7 this abdominal injury and therefore he can't do

8 these things. Well, nobody has said he can't do

9 these things. That's an assumption and that's an

10 improper basis for an award. An award has to be

11 based on facts in the record.

12 You know, we get to -- you know, again,

13 the -- the number is 3.2 million dollars for past

14 and future pain and suffering. And I would

15 suggest -- if you think about that in this

16 situation, Mr. Knight testified or it was evidence

17 presented at least by way of his wage pay forms.

18 The average -- his -- his wages are 162 dollars a

19 day. That's how much he makes working. That's

20 five days a week. At a 3.2 million dollar award,

21 if we could run it back to the date of the

22 accident, going through the rest of his life

23 expectancy -- I just use for simple math 38 years

24 is probably plus or minus. But if you just say 38

25 years, 3.2 million divided by 13,870 days is 230

1 dollars a day. I mean, he makes 162 dollars a
2 day. Yet he's being awarded 230 dollars every
3 day, not five days a week, for what in this
4 situation? What is the future? What is the loss
5 other than what he sustained from the time of the
6 accident to now? Now, that's -- that's something
7 we can sort of figure out, but this concept of
8 awarding 3.2 million dollars for alleged loss
9 where there are no restrictions on his activities,
10 where he can do whatever he wants, where he can
11 eat whatever he wants. He says he has a
12 restriction, but doesn't by the doctor. It may
13 not feel good to him, whatever. We've already
14 talked about his credibility issues. When we talk
15 about the 3.2 million dollars a day -- 3.2 million
16 for past and future, it's not supported by the
17 evidence in the record. There is no reason --
18 I think it's probably best summarized by -- I think it was a --
19 oh, gosh, I think it was November of 2016, Mr.
20 Knight had been to his doctor, his primary care
21 doctor, his family nurse practitioner. His name
22 escapes me for whatever reason. But he had been
23 since -- he had been -- there -- there it is right
24 there. So October 18, 2016 and he explained to

1 his family nurse care practitioner or his regular
2 doctor, if you will -- here's the quote, patient
3 is back at work; patient is back in the gym
4 without any pain or discomfort with working out
5 period end quote. You know -- so that's October
6 2016, six months. The date of the accident
7 escapes me again. Six to eight months after the
8 accident and he is painless, pain free, no pain,
9 working out at the gym. And so when we have that
10 in the record, when we have the doctor testifying
11 specifically that there are no restrictions, when
12 the doctor is providing evidence that he's not
13 going to have any future needs other than for the
14 one surgery and we've already talked about -- and
15 frankly, it's also another reason why it makes
16 some sense to go back and revisit the issue with
17 regard to the future slash actual with regard to
18 the surgery. And frankly, he may not have had a
19 good result. I don't know. But it's something
20 that would be an opportunity to go back and talk
21 about.

22 But Dr. Rimkus has said even with that
23 future -- even with that on the horizon, I don't
24 see him having an impairment. I don't see him
25 having any restrictions. I don't see him having

1 any problems. And I think, again, this -- going
2 back -- circling back to a little bit of the
3 credibility issue stuff, you know...

4 THE COURT: Counsel, don't most of
5 those arguments go to the weight of the evidence?

6 MR. THOMPSON: No, Your Honor. It has
7 to be with the existence of the -- the support for
8 the award. The things I'm talking about don't
9 exist. And I think that that's the biggest

10 concern here. It's not -- it's not -- he says,

11 well, you can do some things and not others. And

12 then it's a weighing of whether -- you know, is

13 that worth 100 dollars or 200 dollars? In this

14 situation, there appears to be an award based on

15 what, at least, the terms and the language used in

16 the award suggest a more significant injury and

17 more significant result than what is actually

18 contained in these records and actually was

19 testified to by Dr. Rimkus. They don't -- the

20 actual records, the actual evidence does not

21 comport with and or support the award. It's not a

22 -- a weighing issue, Your Honor, respectfully.

23 THE COURT: Are you saying that The

24 Court only needs to consider what Dr. Rimkus says

25 to the exclusion of other witnesses?

1 MR. THOMPSON: No, Your Honor. I think
2 that when in this situation where a finding is
3 made of a permanent injury, then the -- the
4 question does arise as what is the permanent
5 injury? And the question is where is the support
6 in the record for that? And I think that that is
7 the concern that I have is that I'm looking for a
8 permanent injury and the only thing I see is
9 permanent scarring. And if The Court is going to
10 award 3.2 million on a permanent scar, then that's
11 one thing, but if The Court is awarding 3.2
12 million dollars for permanent injuries then the --
13 the question is what are those permanent injuries?
14 And -- and my answer to that is simply I haven't
15 been able to find that in the record.

16 THE COURT: Did the -- did the
17 plaintiff lose part of his bowel?

18 MR. THOMPSON: Your Honor, it's my
19 understanding that it was resected. And he did --

20 THE COURT: Okay.

21 MR. THOMPSON: But it's also was very
22 specifically questioned and answered about whether
23 his digestive system would be normal. And that
24 answer was yes. So it doesn't matter that -- I
25 mean, you know, if -- if your leg is shortened by

1 two inches, is that normal? Probably not. Is
2 your bowel shortened by two inches? Is that
3 normal? No, but does anybody see it? No. Does
4 it function correctly? Yes. When the leg is
5 shortened by two inches, does it function
6 correctly? Probably not. So in this situation --
7 okay, if you want to say that there's a permanent
8 injury because of loss of bowel, that's fine. But
9 there's not impact. There is no impact on his
10 life.

11 THE COURT: How about the mesh; is the
12 mesh permanent?

13 MR. THOMPSON: The mesh is incorporated
14 into the tissues. I've got mesh in my eye right
15 now. I mean, it's -- it's not something that
16 you're aware of. It's not something that you know
17 about. In fact, again, this is the issue, it's
18 like, okay, well, all right, so you have a rod in
19 your back, you have a rod in your leg, whatever it
20 is, if it's not causing you a problem, then
21 there's no element of damage. There is -- there's
22 no damage there if it's not causing you pain,
23 dysfunction, discomfort, causing you impact on
24 your vocational or recreational life. You can do
25 everything that you could before.

1 THE COURT: But that's not the
2 testimony of the life care planner.

3 MR. THOMPSON: What's that?

4 THE COURT: The life care planner
5 testified as to various needs, for --

6 MR. THOMPSON: Well --

7 THE COURT: -- ongoing treatment.

8 MR. THOMPSON: I -- the life care
9 planner admitted, first of all, she never talked
10 to Dr. Rimkus. And I think most life care
11 planners would say that the first standard of
12 care, if you will, would be to discuss the needs
13 from the physician that's actually treating the
14 patient as to what may or may not be necessary in
15 the future. She admitted she hadn't had a chance
16 to do that. And she suggested that some of this
17 may or may not be appropriate. I mean, that's in
18 her testimony.

19 THE COURT: But that's a credibility
20 weighing the testimony, is it not?

21 MR. THOMPSON: So I -- as I understand
22 it, her testimony was limited to simply -- well,
23 first of all, obviously for the future because
24 that's what she's there for, life care plan. Was
25 first to provide an expense estimate for surgery

11 because that was on the horizon. The rest of it
12 had to do with future with regard to, okay, well,
13 he needs to have a check up. He has to have a
14 check up once a year. Okay. That's accounted
15 for. You know, when we're talking about damages,
16 if -- that's a -- that's an item that is accounted
17 for in the future damage award. It's not a pain
18 and suffering -- that's not pain and suffering
19 element. That is, okay, if he has to go see a
20 doctor, he has to go see a doctor. That's what
21 she says. Now, Dr. Rinkus specifically testified,
22 and again, it's in the record, he was asked the
23 question, he said, I do not see any need for any
24 future care after the hernia surgery. That's his
25 testimony. So, you know, again, when we're -- when
26 we're talking about what is the basis for -- and
27 really, we're talking about the 3.2. That's what
28 we're talking about because the actual damages are
29 the -- with regard to the expenses related to the
30 surgery, that's easy. I mean, that's -- that's
31 there. The future damages is just what you just
32 described. If -- if there's any necess --- if
33 there's a recommendation for a future office
34 visit, then that's accounted for in the future

1 damages. That's not in the -- the 3.2 million
2 dollar future, past and future pain and suffering,
3 loss and enjoyment of life, that sort of thing.

4 And again, I would suggest that if there is some
5 thought, okay, well, he's going to have to once a
6 year go to the doctor to get checked out. Is that
7 worth 3.2 million dollars? I would suggest not.

8 When we talked about -- again, the -- the -- the
9 basis for the 3.2, that's the -- that's the kicker
10 here:

11 You know, the -- the past medical bills
12 are not contested. The future medical bills are
13 contested. We've talked about that. The wage
14 loss says, you know, not contested. And so really
15 we're talking about 3.2 million dollars. And what
16 is --

17 THE COURT: So you're not contesting
18 the past medical bills?

19 MR. THOMPSON: I am not.

20 THE COURT: The future medical bills?

21 MR. THOMPSON: I am not. No, I am
22 not contesting that -- I've already talked about that.

23 Yes. Yes.

24 THE COURT: You don't contest that the
25 future surgery at the time of the hearing was

1 needed, you're just saying you don't know the
2 amount --
3 MR. THOMPSON: Right. See, in this
4 sit---in this scenario, I would -- I would offer
5 a lot of contest as to whether it's required or
6 not. But at this point in time, I -- I wasn't
7 there for that.

8 THE COURT: Right.

9 MR. THOMPSON: Right. So -- so I'm
10 dealing with -- with cleanup. Okay?

11 THE COURT: Understood.

12 MR. THOMPSON: So --

13 THE COURT: So past wage loss, you're
14 not really contesting --

15 MR. THOMPSON: No, sir.

16 THE COURT: And then five weeks of
17 future wages --

18 MR. THOMPSON: I would contest that in
19 conjunction with the -- you know, with what he
20 actually lost with regard to the following
21 surgery.

22 THE COURT: Okay.

23 MR. THOMPSON: But those -- but those
24 are not, you know -- I mean, if the award were
25 for, you know, these four things, I'm pretty sure

1 we wouldn't be here today. Okay. It's really
2 about the 3.2. And so the -- the issue simply is
3 what is the support in the record for the loss of
4 enjoyment of life, the past and future pain and
5 suffering, what are the limitations, the
6 restrictions that then drive that award. And, you
7 know, from my perspective, obviously, I wasn't at
8 the hearing and I'm at a disadvantage in that
9 regard. However, I do have the benefit of the
10 hearing transcript. I do have the benefit of the
11 records. And I have reviewed all of them.

12 And so looking at it from a cold
13 perspective, I'm having a difficult time with, you
14 know, how do -- where's the justification for the
15 permanent injury? Where's the justification and
16 the support in the record in the evidence, not a
17 balancing, but simply where's the support that
18 this is a 3.2 million dollar pain and suffering,
19 loss of enjoyment of life award and something that
20 makes sense for 230 dollars a day every day for
21 the rest of this man's life when by all accounts,
22 he can do everything that he could do before the
23 accident? Physically, dietary, whatever you want
24 to say, he is not restricted.

25 And that seems like an excessive -- it

1 seems like -- and I -- I hate the way that this is
2 posturing because I'm looking at you and telling
3 you, you know, it -- it's grossly excessive, Your
4 Honor. And I just think that at this point in
5 time that the judgment should be vacated, set
6 aside and that, you know, a new trial be granted
7 on the basis of the grossly excessive award. And
8 again, it really is -- goes to the concept of the
9 pain and suffering, the loss of enjoyment of life,
10 the 3.2 million dollar deal with the caveat on the
11 futures that we've already talked about.

12 THE COURT: Well, do you have an idea
13 of what would be in your mind a reasonable amount
14 for past pain and suffering?

15 MR. THOMPSON: I -- I have -- I -- I
16 have a -- a more broad view if you will.

17 THE COURT: Okay. What's your broad
18 view?

19 MR. THOMPSON: If -- you're going to
20 put me to it, right? I -- I'm -- I'm game. Your
21 Honor, look, I've -- I've kicked this around and
22 if I were in front of an Horry County jury, I
23 think that the large majority of the time, the
24 case would -- the -- the verdict would be less
25 than a million dollars. I think a million dollars

1 would be the cap. That's all in the whole number.
2 Now, I think that that's a -- I -- I don't
3 disagree that that's an exposure on this case
4 potentially if liability were lost. But I really
5 -- you know, I've tried cases in Horry County. I
6 know we all have sitting in this room. It's not
7 an unfamiliar venue for me. I'm familiar --
8 handle cases regularly in Horry County, so I don't
9 think that I'm coming out of left field with
10 regard to what an Horry County jury verdict would
11 look like in this case. Everybody's opinion is
12 different of course. But -- but I think that
13 that's top end. And I think that there's an
14 opportunity -- if I had the opportunity to defend
15 the case that the number would be fairly lower.
16 But that's...

17 THE COURT: Just wanted to know your
18 thought, Counsel.

19 MR. THOMPSON: It's -- that's my magic
20 eight ball, you know, for whatever that's worth,
21 right? So it's -- it's just been my experience,
22 Your Honor, and -- and -- and I hate when people
23 say that, frankly, because, you know, it just is.
24 But I haven't seen 3.2 million dollar awards in --
25 except for like catastrophic, you know, death

1 cases and, you know, places and situations where
2 doctors have been -- many doctors have come in and
3 said has been restricted in all his activities.
4 He can't work. I mean, again, you know, the award
5 in this case, it greatly exceeds what -- I mean,
6 if he just didn't work anymore, it's more than
7 what his actual wage earning capacity is at this
8 point in time. So it's -- it's just -- it's an
9 anomaly in my experience. And so you asked me.

10 THE COURT: Thank you. And you have
11 answered. Anything further on this segment?

12 MR. THOMPSON: I don't think so on this
13 segment, Your Honor. Thank you.

14 MS. EAVES WRIGHT: I'd like to respond
15 briefly.

16 MR. HEWITT: Your Honor, I didn't want
17 to leave while Mr. Thompson was talking. May I be
18 excused quickly? I need a bathroom break.

19 THE COURT: Sure, we'll take a break.

20 (WHEREUPON, A BREAK WAS TAKEN

21 FROM THE PROCEEDINGS.)

22 THE COURT: Okay. So, Counselor, would
23 you like to respond?

24 MS. EAVES WRIGHT: Yes, please. The
25 first point I would like to address is the

1 11 plaintiff's, Mr. Knight's, credibility. I'm not
2 12 sure what records indicate otherwise; I haven't
3 13 seen them. But in the record from the emergency
4 14 room on April 27 and those records indicate that
5 15 he did lose consciousness. It says loss of
6 16 consciousness, the patient experienced loss of
7 17 consciousness, the patient was dazed. So that
8 18 would be completely consistent and corroborates
9 19 the plaintiff's own testimony. That's from Conway
10 20 Medical Center. And also I did want to ask if you
11 21 have copies of the record that you cited as being
12 22 exhibits that say otherwise?

13 23 Q A MR. THOMPSON: Yeah.

14 24 Q MS. EAVES WRIGHT: I think you
15 25 mentioned what page they were.

16 26 Q MR. THOMPSON: Yeah.

17 27 Q MS. EAVES WRIGHT: I don't know if you
18 28 actually have them with you.

19 29 Q MR. THOMPSON: I do.

20 30 Q MS. EAVES WRIGHT: Okay. Then another
21 31 point as to the plaintiff's credibility in his
22 32 deposition -- not his deposition, in the
23 33 transcript, he testified that while he was
24 34 admitted in the hospital after the first surgery,
25 35 did you actually have to be resuscitated at one

1 point? Yes. That was discussed that he did have
2 to be resuscitated at one point during that
3 surgery process. On the hospital record from
4 Conway Medical Center with the admission date of
5 May 15th of 2016, that directly corroborates the
6 plaintiff's testimony that he did in fact have to
7 be resuscitated. It says under impression, he has
8 been resuscitated with crystalloid and given broad
9 spectrum I.V. antibiotics. We will take him to
10 the operating room. This morning for exploratory
11 laparotomy and possible bowel resection and
12 possible ostomy. So that, again, corroborates the
13 plaintiff's testimony. Here are those pages if
14 you'd like to see them as well. So I think that
15 the plaintiff is completely credible and the
16 records -- the medical records corroborate his
17 testimony. In addition, with regards to his
18 issues and the permanency of his issues, he --
19 Dr. Rimkus testified that biologic mesh was used
20 and the mesh would stay in Mr. Knight for the rest
21 of his life. That's in the hearing transcript,
22 page 110, lines four through 11. And evidence was
23 presented at the hearing showing that as a result
24 of this collision that biologic mesh was inserted

1 into Mr. Knight's body at the ileostomy site and
2 will remain inside him permanently for the rest of
3 his life.

4 Also, part of his body was permanently
5 removed as we discussed today. And that was also
6 presented at the hearing. Dr. Rimkus also

7 testified that the biologic mesh is approximately
8 six by ten centimeters and was incorporated in
9 Mr. Knight's body tissues that will remain in him

10 the rest of his life in addition to Dr. Rimkus

11 also testifying that he will have permanent scars
12 on his abdomen as a result of these procedures.

13 At the hearing, Mr. Knight lifted up his shirt and
14 showed everyone the ghastly, awful scarring that
15 he has across his abdomen that will be there
16 permanently. And that was before the third

17 surgery. So I expect it's worse and will be worse
18 now.

19 With regards to his limitations for his
20 diet and the issues that he's having on an ongoing
21 basis and that are permanent, Kim Piacquadio, the
22 nurse and life care planner who evaluated Eric
23 Knight and also reviewed and evaluated all the
24 medical records, which helped her in her
25 evaluation, she testified that Mr. Knight will no

11 no longer be able to eat a regular diet or the diet
12 he's had in the past due to his surgeries from
13 this collision and he will have an altered
14 elimination pattern going forward. Because he
15 will now have a shorter bowel, which brings with
16 it its own challenges and that's at hearing
17 transcript, page 85, line 17 through 25.

18 This nurse, Ms. Piacquadio, also
19 testified that he won't be able to function in the
20 same ways going forward as far as weightlifting
21 and dieting and nutrition and the life he was
22 accustomed to living pre-accident. That's at page
23 86, lines eight through 11 of the hearing
24 transcript. In addition, she testified that there
25 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

1 surgeons are optimistic that after they perform
2 surgery, everything will be perfect and great, but
3 I believe it goes to the credibility of Eric
4 Knight, himself, what he suffers with daily, as
5 far as digestive issues, which is supported by the
6 nurse life care planner, Ms. Piacquadio's
7 testimony and her evaluation that corroborates
8 Eric's ongoing digestive problems that he does
9 have as well as Dr. Rimkus testifying that he's
10 aware of issues and problems that he's had.

11 As to the permanent weight
12 restrictions, Dr. Rimkus testified that he still
13 has a lifting restriction of 20 pounds. So I'm
14 not sure where the point that Defense made that he
15 has no weight lifting restrictions and never did.
16 I don't know where that came from because the
17 testimony is clear at the hearing from Dr. Rimkus
18 that he does have a 20-pound weight lifting
19 restriction. That was also corroborated by the
20 plaintiff himself and Kim Piacquadio that he does
21 have a weight lifting restriction of 20 pounds.
22 The plaintiff also testified that he was having
23 trouble at his job because of the lifting
24 restriction, unable to do all of his job duties
25 with patients because part of his job is lifting

1 patients. And he also provided testimony
2 supporting the digestive issues and all the
3 different foods that he can no longer eat, salad,
4 steak, all of that that directly corroborates that
5 he is no longer able to tolerate because of these
6 injuries. As to the amount of the judgment and I
7 we don't believe it's excessive at all based on
8 the substantial evidence presented and what this
9 man struggled with on a daily basis, which is
10 supported by his testimony about having to be
11 concerned with leaking bowel fluid all over his
12 clothes during the significant period of time that
13 he had an ostomy bag that had to be changed every
14 time it got full and the suffering that he went
15 through with changing out that ostomy bag. He
16 testified it needed to be drained about every hour
17 and a half and then completely changed every other
18 day. And just that alone is extremely significant
19 in addition to the permanent mesh, the part of his
20 body that was removed and the permanent scarring.
21 And you've heard from Defense that
22 there's some person who, I guess, has had several
23 hernia surgeries, but is doing just fine and is
24 still able to do powerlifting. I'm not sure what

1 the circumstances of that hernia were, but I would
2 argue that Mr. Knight's injury is very different
3 in that it wasn't just a hernia. It was actual --
4 a perforation of his small intestines that a
5 portion of that was removed and then mesh had to
6 be replaced and he had three surgeries and is
7 still recovering from the third. So I would say
8 that that's much more significant than a simple
9 hernia.
10 In addition to the fact that he did
11 competitions that were based on his appearance and
12 the scarring was -- obviously, he will not be able
13 to do those competitions anymore or go to the
14 beach and enjoy going to the beach. He's
15 embarrassed to take his shirt off now at the beach
16 due to the permanent scarring. And those all
17 would go to the amount of the judgment and the
18 extensive suffering and pain that this man has
19 been through.
20 The case law on this matter about
21 judgments being grossly excessive say that where
22 there is a reasonable relationship -- where the
23 amount of the verdict bears a reasonable
24 relationship to the character and extent of the
25 injury and the damage sustained, it is not

1 excessive. Here the amount of this judgment
2 clearly bears a reasonable relationship to the
3 character and the extent of his injuries, the
4 damage that -- the daily suffering that he's had.
5 And it is only when the verdict is so grossly
6 excessive as to indicate that the jury was so
7 moved by passion or prejudice or other
8 considerations not founded on the evidence that it
9 becomes the duty of The Court to set it aside
10 absolutely. There's been no passion or extreme
11 prejudice or any other considerations in this
12 matter. There is substantial evidence and that
13 evidence reasonably supports the factual findings
14 and reasonably supports the amount of the
15 judgment.

16 As to the impact on Mr. Knight's
17 family, his wife did have a loss of consortium
18 claim with his underinsured motorist carrier,
19 which she resolved. So that also corroborates his
20 testimony that this impacted her. She has now
21 filed for a divorce based on the impact that this
22 collision has had on their marriage. The
23 assistance that she provided with having to change
24 out his ostomy bag and help him with that, you can
25 only imagine what kind of impact that would have

1 on relations in a marriage. And so that is
2 another factor that did impact Mr. Knight as a
3 result of this collision. And it's our position
4 that there is nothing excessive at all about this
5 award or judgment based on everything that he's
6 been through and that it does bear a reasonable
7 relationship to the character and extent of
8 injuries sustained by the plaintiff.

9 THE COURT: Brief rebuttal?

10 MR. THOMPSON: Yes. Just to clarify,
11 Mr. Knight specifically testified he does not do
12 appearance competitions anymore. He does
13 powerlifting. The 20-pound weight lifting
14 restriction is on page 114 and the question was,
15 does he still have a lifting restriction of 20
16 pounds? Answer, well, at this point, yes, 'cause
17 he developed a hernia in the midline. The
18 restriction was related to the hernia that was
19 then repaired, May 8th. There is no indication
20 that there's any additional restrictions beyond
21 that date. So there --- again, it's one of these
22 things where it's the absence of the proof. They
23 -- they want to jump to, okay, well, he -- he must
24 have lifting restrict--- ask the doctor. Get the
25 doctor to testify. It's my opinion to a

1 a reasonable degree of medical certainty most
2 probably that he's going to have a 20-pound
3 lifting restriction for the rest of his life. To
4 a reasonable degree of medical certainty, it's
5 most probable that he is going to not be able to
6 power lift. To a reasonable degree of medical
7 certainty, he's going to need an additional amount
8 of care in the future. That's not what he
9 testified to. In fact, he testified to the
10 opposite on each of those accounts.
11 So, you know, what the plaintiff
12 counsel -- they -- they pick out moments in time
13 and then try to project out and that's not what
14 the record indicates. When we got back and she
15 was talking about -- Counsel was talking about the
16 -- the -- the permanency, the mesh. You know,
17 again, nothing in this record to suggest there's
18 any complications with the mesh. Nothing from the
19 doctors to suggest that that was going to
20 cause any future problems. Nothing even to
21 suggest that it causes any pain. The scarring,
22 again, there is a scar. And again, if The Court
23 wants to say that there -- it's 3.2 million dollars
24 worth of scar, then that's fine. We can figure
25 that out some time later, but I don't believe that

1 that's what The Court -- I believe The Court has
2 found other things and that's what I'm getting at
3 in this situation is what are these other things?

4 And the things that I have heard from Counsel
5 today are not permanent. They're not in the
6 record.

7 The life care planner, again -- funny
8 thing about her, she was qualified as a life care
9 planner and then she offered all this other kinds
10 of testimony that she was not qualified certainly
11 by The Court to render an opinion on about the
12 diet and about the -- the voiding pattern. I
13 mean, she -- there is nothing in this record to
14 suggest she has any qualification to offer any
15 kind of testimony on those issues whatsoever. It
16 -- it's beyond what her qualification was by this
17 court what she was presented as an expert witness
18 on. And this testimony is outside that scope and
19 certainly not supported by her education,
20 experience, background, et-cetera.

21 And again, we continue to round back
22 with the last witness in this case was the most
23 important witness and did not provide any opinions
24 with regard to any permanency. Bear with me. I
25 think that's all that I would adjust with what

1 Counsel just described and/or argued. Thank you.

2 THE COURT: Okay.

3 MS. EAVES WRIGHT: I just have a very

4 brief.

5 THE COURT: Very brief.

6 MS. EAVES WRIGHT: I would argue that

7 Kim Piacquadio was qualified as a certified nurse

8 lifecare planner. She testified that she was a

9 registered nurse and a certified nurse lifecare

10 planner, that she had been a registered nurse for

11 over 10 years with experience in critical care,

12 oncology, medical, surgical, hospice, home care, a

13 great deal of experience and talked about her

14 training. There were no objections raised during

15 the hearing as to her qualifications or her

16 offering an opinion and I think it's too late to

17 raise those objections now when they could have

18 and should have been raised at the time of the

19 hearing. Thank you.

20 THE COURT: Okay. Based on the

21 argument that the verdict is excessive, I'm going

22 to deny the motion and here is why. During the

23 course of the hearing, we had testimony from

24 various witnesses at that time, various records

25 were admitted in to evidence. Most of the

1 arguments that I've heard go to the weight of the
2 evidence. During the presentation of the
3 evidence, The Court saw the scar that Mr. Knight
4 has. It's very large; I was surprised. It is
5 incredibly noticeable and grotesque. And I think
6 most people would say that immediately.
7 So to ensure that the record is clear
8 now going forward today, I want to make that point
9 clear because I think sometimes it gets lost as to
10 what actually happened during the hearing or what
11 the impression is. The life care planner
12 presented testimony and her opinions. There was
13 no objection at the time. Her opinions are that
14 there's going to be ongoing care that's needed.
15 Ongoing care is necessary when you suffer a very,
16 very traumatic or permanent injury or injuries
17 such as what Mr. Knight suffered requiring future
18 treatment. If you don't need future treatment,
19 then you're fine, but he does. And that was the
20 testimony.
21 If your Counsel, I understand your position in
22 so far as your coming to this case rather --
23 rather belatedly after the hearing. So I -- I
24 appreciate everything you're doing and I think
25 part of the challenge is a lot of the questions

1 perhaps you would have asked to the witnesses were
2 not asked. If you were going to cross-examine in
3 front of an Horry County jury or a Charleston
4 jury, you would have been able to make certain
5 issues more known or you would have presented the
6 situation maybe in a different way.

7 Unfortunately, the record before The
8 Court and the testimony that was provided and the
9 evidence has already been presented and so my job
10 is to weigh all the facts and the evidence that
11 has been provided, not what could have been
12 provided or what should have been asked. The
13 anecdotal reference to Jeffrey Maddingly,
14 something like that, power lifter, I-- I don't
15 believe that's in the record. However, I think
16 that's a dangerous door. My job is to stick with
17 just what's in the record and not to really go
18 beyond and, you know, think about what I know as
19 far as family members who have gone through X-Y
20 and Z or try to compare. But I'm sticking to the
21 record and what was presented and it comes down to
22 the weight of the evidence.

23 I think there was ample testimony to
24 support the findings of the past, present,
25 ongoing, future damages, which included in this

1 case, unfortunately, a lot of effect on the family
2 unit. And I don't want The Court -- I don't want
3 the record to eliminate or ignore that issue that
4 was testimony, the substantial effect on a
5 marriage. And so, you know, I think when we come
6 to valuing cases or thinking about what
7 something's worth, many times we don't have that
8 element. In this case, we do and it was presented
9 and there was ample testimony and apparently
10 there's been a loss of consortium claim and
11 there's been a separation and there's a young
12 child involved. And so that dynamic and that
13 effect obviously has come in to evidence. And so
14 that is weighed and I want to make sure it's clear
15 that that's an additional out of the -- out of the
16 ordinary part of, you know, what The Court heard.
17 So the -- and Dr. Rimkus and the life
18 care plan -- planner, they had various testimony
19 as did the plaintiff, but I think on balance when
20 weighing all of the evidence, the verdict or the
21 judgment is a -- a fair and true verdict for what
22 this man lost after the defendant was given
23 opportunity to present any cross-examination and
24 to try to steer the defense or bring up issues
25 that you're now raising. But those questions --

1 or those areas were not delved in to and so they
2 were never raised at the trial or the hearing when
3 they should have been. So for those reason, I
4 deny your motion of the excessive verdict
5 judgment.

6 MR. THOMPSON: Thank you, Your Honor.

7 MS. EAVES WRIGHT: I think he has a few
8 more points in here.

9 THE COURT: Yes.

10 MR. THOMPSON: Yeah. The next and I
11 would also preface these discussions and argument
12 with regard to this is -- with regard to the due
13 process procedural regularities, bias,
14 prejudicial; or however you want to describe it.
15 Again, I believe that -- that this a motion for
16 the Circuit Court and that the power is not vested
17 in this court to hear this motion. I understand
18 The Court's ruling.

19 MS. EAVES WRIGHT: On that note, do you
20 want to address your arguments in the beginning of
21 the motion about that or do that later?

22 MR. THOMPSON: About what?

23 MS. EAVES WRIGHT: About the
24 jurisdiction, about service of the notice of the
25 hearing?

1 MR. THOMPSON: I will get to it.

2 MS. EAVES WRIGHT: Okay. Just because
3 it's number one, so...

4 MR. THOMPSON: I -- I've confused you a
5 little bit by not starting at the first.

6 THE COURT: Just tell us where you're
7 starting -- where you are in your brief if you
8 want to do that.

9 MS. EAVES WRIGHT: Are you on number
10 five?

11 MR. THOMPSON: Yeah, I'm -- I'm
12 actually not going by my brief. I'm going by my
13 outline.

14 MS. EAVES WRIGHT: Oh, okay.

15 MR. THOMPSON: So -- yeah. All right.
16 Okay. This -- I'll start with the question of the
17 adequate notice of hearing. And this is -- I
18 don't know if it was -- we -- I think we all agree
19 that Mr. Causey was entitled to notice. That's
20 provided by the rules. The question is is when
21 was he supposed to receive those. And I will
22 preface these remarks by I can already understand
23 and believe and estimate that the first comment
24 will be he showed up, so he must have gotten good
25 notice. So it doesn't matter. The problem is is

1 that there are rules and there are rules that
2 require certain things to happen.
3 In this situation, Mr. Causey was, I
4 think we all agree, entitled to notice. The
5 question is is how much notice was he entitled to?
6 If you read Rule 55(b) (2), parties who have
7 appeared in an action are only entitled to three
8 days notice. They get three days notice. That
9 makes some sense if you've appeared in the action
10 and you're there and, you know, you've made an
11 effort to make an appearance, three days. While
12 it sounds short, at least somebody's there and
13 somebody's paying attention. The problem is is
14 that the rule doesn't say that for those who are
15 unrepresented. There is no time set to the rule
16 as to those that are un-repped, have not and I
17 actually should say haven't made an appearance in
18 the case.
19 So then we look to the rules. So what
20 is that -- what do we know? Well, we know that
21 right to -- to have a hearing on damages or asked
22 to be an application, in other words, a motion.
23 That's provided for by rule. And the -- the
24 plaintiff actually has to apply for it. In other
25 words, make a motion to have a hearing on damages.

1 And that was done. The question then becomes,
2 okay, well, how much notice and how much prior to
3 the hearing is then required for a party who has
4 not made an appearance? It's not, in the rule with
5 that. There is a specific one that says about
6 those who've made an appearance. So what does
7 that mean? Well, the motion was a motion for a
8 hearing by Rule 6 then Mr. Causey was entitled to
9 10 days notice. And Rule 6 is a shall. It's not
10 a may. It's not as if he shows up. It's a shall.
11 And there's a reason for that, right? I mean, it
12 gives a party who's not made an appearance an
13 opportunity to receive the pleadings, to receive
14 the motion and then act on it. In this situation,
15 Mr. Causey was served with the hearing notice on
16 April 12th, 2017 for a hearing on April 7 -- on
17 April 18th, six days later. That is not compliant
18 with the rule. And it's not compliant with the
19 rule that is a mandatory requirement, shall
20 provide 10 days notice, Rule 6(b).
21 So in this situation, Mr. Causey -- and
22 I -- the -- the transcript is pretty clear. Right
23 at the very beginning, he sort of stumbles and
24 says, I just got these papers. I don't know
25 what's going on; I just got these. And so there

1 is an objection. However, unartfully stated, there
2 is an issue raised at the very beginning of this
3 hearing by Mr. Causey that he did not receive
4 proper notice. And in this situation, I think, we
5 all agree and all understand that The Court's very
6 clear the parties in default still get notice of a
7 damages hearing. And so the party moving for the
8 default judgment then is required to provide
9 notice. And that notice is provided by Rule 6
10 because it's an application to The Court. It's a
11 motion to The Court. And it's 10 days.

12 In this situation, there's no doubt
13 Mr. Causey did not receive 10 days notice. He
14 voiced an objection at the hearing about what was
15 going on and when he received a notice. And
16 therefore, this hearing should not have taken
17 place in the first instance.

18 And this is how the Rule 60--- you
19 know, hearing was void, it's also the due process
20 concern and consideration and the fact that while
21 he did show, that doesn't excuse non-compliance
22 with the rule. And I think there's a reason,
23 again, for that because it gives you 10 days to do
24 something. It gives you 10 days-- if in fact he
25 received the-- the-- you know, I understand he

1 -- the certificate of service says he was
2 personally served, it was also mailed to him. He
3 still had a couple of days that he could have done
4 something about this situation. But he didn't --
5 wasn't given that chance. I was retained on the
6 19th and contacted Your Honor's office on that
7 day. That was, you know, seven days after the
8 hearing notice was served on Mr. Causey. He was
9 served on the 12th. So that was even before the
10 10 days had run for his notice requirement.

11 So here is a classic example of if the
12 10 days had been provided. I was in the case
13 seven days after his service of the affidavit of
14 the motion hearing or the -- the motion hearing.
15 I would have been able to provide a defense.
16 Would have been able to pro--- be involved in the
17 case. Would have been able to have been involved
18 in the hearing. And was not given that
19 opportunity. Mr. Causey was not given that
20 opportunity. And so on that basis, and again, I
21 think the case law is really clear about
22 defendant's getting an opportunity to defend in a
23 damages hearing. It's provided by rule, provided
24 by case law and in this situation, the par--- the
25 plaintiffs did not comply with the rule requiring

1 the proper notice. As a result, the hearing is
2 void. It should never have taken place six days
3 after notice was provided.

4 THE COURT: Okay. Response --

5 MS. EAVES WRIGHT: Yes, Your Honor. My
6 response -- first of all, Rule 6 does not apply to
7 the notice of the damages hearing because the
8 notice that was served on the defendant was a
9 notice of the damages hearing. It was not a
10 motion; we did not have a motion. A motion was
11 not heard on the date of the damages hearing. It
12 was a hearing. And so Rule 6 doesn't apply to the
13 situation. In looking at Rule 5, it expressly
14 says that with regard to written notices, no
15 service need be made on parties in default for
16 failure to appear except notice of a hearing on
17 liquidated damages. So we provided him notice of
18 the hearing on liquidated damages pursuant to Rule
19 5. The rules indicate that that notice required
20 is three days. And we gave him six days notice,
21 which is more than the three days, which is
22 required by the rules.

23 In looking at Rule 55, it says a party
24 seeking a default judgment not involving
25 liquidated damages must provide three days notice

1 to the opposing side and the case law and the
2 further rules also talk about three days notice
3 throughout. It says when the defendant has not
4 answered or otherwise appeared, there is no
5 requirement the notice be given before entering a
6 default judgment. However, when the relief sought
7 is unliquidated damages, then notice of any trial
8 or hearing or unliquidated damages shall also be
9 given to parties in default. So we did give
10 notice to him. We gave him notice -- six days
11 notice. And the rules -- it's my understanding
12 the rules only require three days and there is no
13 rule that says otherwise and the rule requiring 10
14 days for motions does not apply.

15 MR. THOMPSON: Your Honor, Rule 55
16 specifically states with regard to the three days,
17 if the party against whom the judgment by default
18 is sought has appeared in the action, that we can
19 agree didn't happen, the party or the
20 representative shall be served with written notice
21 of the motion or application for judgment at least
22 three days prior to the hearing on such
23 application. There is no further information or
24 comment as to what the hearing notice requirement
25 is for a non-appearing defaulting defendant.

1 Now, very importantly, what Ms. Wright
2 was reading from 6(d), she didn't read all of it.
3 It says a written motion other than that which may
4 be heard ex parte and notice of the hearing
5 thereof shall be served not later than 10 days.
6 So it's not just the motion. It's the notice of
7 the hearing shall be served, 10 days. That's
8 6(d). Rule 5, as she's just described, requires
9 service of the hearing notice on the defendant.
10 Rule 5 does not prescribe a time period. The
11 time period is absolutely provided by Rule 6(d)
12 when it says the notice of the hearing thereof,
13 which is the motion they're referring to from application
14 from the default judgment shall be served not
15 later than 10 days before the time specified for
16 the hearing.
17 So we know that it was not served 10
18 days before the hearing; it was less than that
19 amount of time. It was obviously prejudicial to
20 Defendant Causey. He was not able to defend
21 himself. His lawyer, me, gets involved seven days
22 after the hearing notice. And after the hearing
23 has already been -- already been -- has already
24 occurred. So there can be no greater sort of
25 failure of due process in this situation, failure

1 of -- of a basis to sustain this judgment when the
2 defendant was not provided the required notice.

3 THE COURT: Okay.

4 MR. THOMPSON: And it makes a lot of
5 sense frankly. Like I said, when you have a
6 lesser three day period for somebody who's made an
7 appearance, but for somebody that hasn't made an
8 appearance, you've got to give them that time.

9 You've got to make sure that that thing has been
10 reserved and give them the opportunity to figure out
11 what's going on. There's a reason for that.

12 There's a reason and a rule why it's not provided
13 that those that are in default and haven't made an
14 appearance that they're stuck with the three-day
15 limit. In fact, the purpose of that rule clearly
16 indicates that those folks are going to get their
17 10 days notice. It didn't happen in this case.

18 It's a non-event, the fact that he actually showed
19 up.

20 The problem in this situation is he
21 would have had the opportunity. If he had been
22 given the 10 days and he showed up, then fantastic
23 and nobody helped it -- came in to help him out,
24 but in this situation, things were scrambling
25 and -- and things were getting worked out. Seven

1 days after the notice of hearing was served, then
2 I showed up. It should have been three more days
3 before a hearing was held in this case.

4 THE COURT: Okay. Mr. Causey, was he
5 personally served?

6 MS. EAVES WRIGHT: He was by a
7 processor.

8 THE COURT: Okay. I'm going to deny
9 the motion on the service issue and the timing. I
10 don't believe that's what the rule requires. I
11 believe Mr. Causey was given actual notice. The
12 rule doesn't even require actual notice for the
13 hearing. Mr. Causey was personally served. And
14 he was served. He had notice of the hearing. He
15 came to the hearing. He did not object at the
16 hearing or lodge an objection on needing more
17 time. His affidavit corroborates the whole idea
18 that, according to him, you know, if he lost the
19 trial or he lost the case, then, you know, not --
20 he didn't see it as a significant issue because he
21 doesn't have anything or something to that effect.
22 I previously referenced earlier in the day, so I'm
23 going to deny the motion. I don't believe that's
24 the rule. I believe he was given proper notice
25 and he did appear, so he suffered no prejudice and

1 he didn't raise an objection when he should have
2 if it was in fact an issue.

3 MR. THOMPSON: And just to be clear,
4 Your Honor, for the record, in the transcript page
5 eight, Mr. Causey, as the matter was getting
6 started and was being explained what was
7 happening, I mean, he stated, I mean, I got this
8 paper in the mail like yesterday. I mean, this
9 package came in the mail yesterday and I mean, I
10 didn't even know. And then he didn't -- there's
11 -- it -- it clearly is demonstrating that he had
12 not had enough time, you know, he's not a lawyer.
13 He's not -- I mean -- and this will kind of
14 dovetail in to the next discussion about, you
15 know, whether he appeared and knew and understood
16 what was going on, but then had not been given the
17 opportunity sort of to be vetted on that as to
18 whether he really intended to go forward. But the
19 bottom line is that he is a pro se. He did make
20 an effort to bring to The Court's attention the
21 concern with regard to when he received notice of
22 the hearing. And at that point, there was no
23 further discussion from The Court to inquire as to
24 when he really got served, how he was served, and
25 or whether it was appropriate to move forward at

1 that time. So just for my record.

2 THE COURT: Well, to -- to that point,
3 he did not say according to your reading of the
4 transcript that he was personally served, which
5 concerns me because I believe there's an affidavit
6 that he was personally served. And he's saying to
7 the tribunal is that he got something in the mail,
8 which was then -- it would not -- maybe he got
9 both, but he certainly didn't say he was
10 personally served.

11 MR. THOMPSON: Right. And I don't --
12 it -- it -- perhaps if he had been further engaged
13 at that time about how he was served, when he was
14 served and that sort of thing, then maybe that
15 record would be clear. I think, again, the way it
16 is on the cold transcript in front of me, it
17 appears that he was trying to explain himself and
18 then it didn't finish. And then there was no
19 follow up from The Court with regard to what he
20 meant, what he was trying to say and whether there
21 really in fact was something of concern that
22 should have been addressed with regard to the
23 notice.

24 MS. EAVES WRIGHT: My response to that
25 would be I know it's difficult probably reading a

1 cold transcript not having the benefit of being at
2 the hearing, but I was present at the hearing and
3 he was given the opportunity to explain himself.
4 And when he stopped talking, and I mean, I didn't
5 even know. That was the point at which he was
6 finished talking and had nothing further that he
7 wanted to offer The Court about the matter. He
8 was finished talking and we moved forward. So if
9 he had a further objection to discuss or if he
10 wanted to say whether he was personally served or
11 not, he was given the opportunity to do that. And
12 he failed to raise that objection. And he was
13 personally served in addition to certified mail
14 service. So he was served by two methods.
15 And also I don't know that it matters
16 particularly, but the rule that defense counsel
17 has cited saying that it changes if there is an
18 attorney rather than being pro se, the actual
19 language of the rule says appearing by
20 representative. So I would make another argument
21 that they did have a representative, the insurance
22 company. The Hartford was his representative in
23 this matter. And they were given three days
24 notice, that is clear, prior to the hearing. So
25 his representative as The Hartford certainly was

1 given the notice within this rule and that would
2 be imputed to the defendant as well.

3 MR. THOMPSON: There -- there's no
4 doubt a representative did not make an appearance
5 in this action and would not be entitled or -- or
6 limit the notice requirement to three days. So I
7 don't think that's even an issue. All right. I
8 -- I think -- and again, this kind of goes with
9 what some of what Ms. Wright just said about with
10 regard to, you know, what the cold transcript
11 says. And she's making representations about what
12 she saw and what she did and what she observed.
13 But there's a reason why we have a transcript.
14 There's a reason why judges go to pains to ask
15 questions, do you have anything else? Are you
16 finished, Mr. So-and-So? You've done a very good
17 job with me today on that very issue. You've done
18 it across the board with all the counsel here.
19 But this record is void of those situations.
20 In this situation, it would have been
21 great if we would have said -- if there would have
22 been a do you have anything else? Are -- are you
23 objecting to the -- the -- to anything? Is there
24 anything else? But instead, the next comment is,
25 do you have the complaint and it's directed to

1 then Ms. Eaves. And -- and there's no -- there's
2 nothing in the record. And again, as a court of
3 record, that's the most important thing that we
4 have. It's the most important thing that we live
5 by. It -- if it's not in the record, you know --
6 I do some long-term care work and plaintiff
7 lawyers are very quick to say if it's not in the
8 record, it doesn't exist. Well, if it's not in
9 the transcript, if it's not in the record, it
10 doesn't exist. It -- if it needs to exist, if it
11 needs to be stated, it needs to be stated on the
12 record. And it needs to be occurring on the
13 record so that reviewing courts who, of course,
14 are reviewing records not reviewing testimonies
15 and lawyers that were there at the -- the hearing
16 or -- or -- you know, that sort of thing. It's
17 what does the record show? And the record doesn't
18 show, in this situation, that Mr. Causey was given
19 full benefit of his defense whatever limited it
20 was going to be in this situation.

21 I think my -- I'm not gonna sort of
22 beat a dead horse with regard to the things that
23 are contained in my memorandum outlining, again,
24 from the cold transcript the things that are
25 concerning and that indicate and or suggest that

1 either due process was not provided or something
2 else that would not have contributed to a fair
3 inquiry for Mr. Causey in this situation. You
4 know, it -- one of the first things that sort of
5 jump off the page is the -- you know, the closure
6 of the hearing to the defendant's father. Again,
7 while there may very well be, I don't know, I
8 wasn't here. So I don't know what happened. All
9 I know is the record says that after the hearing
10 started Mr. Causey, Senior -- well, Otis Causey,
11 attempted to come into the hearing and then was
12 denied entry. This is a public court of record.
13 There was no motion to somehow privatize it or to
14 sequester witnesses. There was no reason for
15 Mr. Causey to be excluded from the hearing. What
16 it does -- and again, because there's nothing in
17 the record to explain why he was denied admission,
18 there is nothing here to describe what it was or
19 the basis for excluding him. Just as Counsel has
20 suggested --
21 THE COURT: Counsel, let me interrupt
22 you.
23 MR. THOMPSON: Yes.
24 THE COURT: Why don't you show The
25 Court where Mr. Causey -- where the record says he

1 was denied entry?

2 MR. THOMPSON: Well...

3 THE COURT: Tell me the line.

4 MR. THOMPSON: It's page seven. And so
5 it says, off the record briefly Mr. Causey's dad
6 tries to enter the hearing.

7 THE COURT: Okay. Where does it say he
8 was denied entry?

9 MR. THOMPSON: I -- I will concede that
10 to Your Honor.

11 THE COURT: Counsel, if you're going to
12 make the argument that someone was denied entry
13 into this courtroom, this tribunal, I want you to
14 be very specific so when we make this record, it's
15 perfectly clear what did and what did not happen.

16 MR. THOMPSON: There is nothing in this
17 record -- this court did not engage in a
18 discussion or explaining why Mr. Causey's dad did not
19 enter. The court reporter for -- the court
20 reporter made a very specific finding, put it on
21 the record. It was important to her; it's
22 something that happened, that he attempted to come
23 in. So what happened next? He wasn't allowed to
24 stay. I think that --

25 THE COURT: Where does it say in the

1 record he was not allowed to stay, Counsel? Where
2 does it say that?

3 MR. THOMPSON: I -- I will concede it
4 does not say that.

5 THE COURT: So let's do this, let's
6 agree that Mr. Causey's father is over the age of
7 40 years of age. Can we agree to that?

8 MR. THOMPSON: Yes.

9 THE COURT: Okay. And he's a grown
10 man?

11 MR. THOMPSON: Yes.

12 THE COURT: And there's nothing in the
13 record that says anyone asked him to leave,
14 correct?

15 MR. THOMPSON: Nothing in the record.

16 THE COURT: Thank you. And grown men
17 know how to enter a room?

18 MR. THOMPSON: He attempted to, yes.

19 THE COURT: And if they want to come
20 into a room, they can, right? On the record, he
21 could have.

22 MR. THOMPSON: I -- I --

23 THE COURT: But there's nothing in the
24 record.

25 MR. THOMPSON: I was not there. I

1 I don't know what -- hand signal. I don't know
2 anything about what happened other than, it shows
3 that he attempted to enter --

4 THE COURT: And did Mr. Causey --

5 MR. THOMPSON: -- and did not.

6 THE COURT: Did Mr. Causey, the
7 defendant, ever say anywhere in this record, I
8 want my father in this room?

9 MR. THOMPSON: And he did not.

10 THE COURT: Okay. You can proceed.

11 MR. THOMPSON: Thank you. Additional
12 examples include Ms. Wright was offered the
13 opportunity for an opening. Mr. Causey was not
14 offered an opportunity for an opening. Wasn't
15 even asked whether he would like to say anything.
16 Throughout the transcript, there is multiple
17 references for where hearsay was allowed, leading
18 questions. And I get the concept that Mr. Causey
19 was there, but as a pro se litigant. My
20 experience has been they at least get some
21 consideration with regard to their lack of
22 experience and knowledge. And when testimony is
23 being elicited that The Court knows and
24 understands is hearsay, there is some amount of
25 restraint provided. In this situation, there was

1 no restraint on Counsel's presentation. There was
2 it's rife with inadmissible hearsay. It's rife
3 with examples of leading questions on direct
4 examinations. None of this would have been
5 obviously generally admitted if Mr. Causey
6 was represented. And I think that dovetails back
7 to this concept about, yeah, you know, people can
8 show up and they can agree to represent
9 themselves, but, you know, my experience also has
10 been that the Courts are very concerned about
11 that and make sure that that's what the intent is.
12 And that's what this individual knows what he's
13 doing and what he is intending to move forward and
14 he understands what's happening.
15 In this -- in this record -- in this
16 record there's nothing that indicates that
17 Mr. Causey understood what was happening. In
18 fact, you know, throughout it's clear that he
19 makes multiple references to -- I mean, he's
20 trying to defend himself. He didn't understand
21 what was going on. This was not somebody -- and
22 we've all seen them. We've all seen the -- the
23 armchair litigant lawyer processes that come in and
24 they've got their rule book and -- and they, you
25 know, know the law maybe better than I do

1 1 sometimes. But at the end of the day, this is not
2 2 that guy. This is not a guy that was in a
3 3 situation where he understood what was happening.
4 4 So, again, it's -- it's not necessarily any
5 5 individual event. It's not necessarily any
6 6 individual statement where, you know, again, from
7 7 the cold record it appears that he was not
8 8 finishing his statements or finishing his
9 9 thoughts. It's the overall impact of all of these
10 10 things taken together. From -- a reading of this
11 11 transcript suggests that due process was not
12 12 afforded to Mr. Causey. I think one of the --
13 13 it's in the memo, but -- you know, it's one of the
14 14 things that is -- is of concern when, you know,
15 15 Mr. Causey was handed 1200 pages of medical
16 16 records and, you know, I -- I can't imagine as a
17 17 lawyer, another lawyer coming to a hearing and
18 18 presenting me with 1200 pages of medical records
19 19 and then asking a judge to admit those. And then
20 20 a judge saying to me you've got no time to review.
21 21 You've got no time to deal with this. Mr.
22 22 Causey -- this situation -- he was handed 1200
23 23 records and he specifically said it would take me
24 24 six weeks to Sunday or something like that, six to

1 eight -- six times -- I can't remember, but it was
2 some euphemism that I -- I don't know. Just -- it
3 would take him a long period of time to review
4 that. And there was no offer to Mr. Causey to
5 allow him the opportunity to review it. There was
6 no; you know, again, it -- it's -- he is doing the
7 best he can. He's offering an objection. He's
8 saying, look, I haven't had a chance to review
9 this stuff. Has it been stated as you or I or Ian
10 or some -- no, it's -- it's not, but he's trying.
11 And in this situation it was 1100 pages that were
12 -- were put in front of him and they were
13 admitted.
14 We get in to -- we've already talked a
15 little bit, but it dovetails back in to this, the
16 life care planner, her testimony. And I know we
17 disagree on the -- her qualifications, but
18 certainly testimony was offered outside the bounds
19 of -- of what her qualification was by the support
20 as a gatekeeper. And The Court has a
21 responsibility to make sure that any expert
22 testimony that's received is -- is vetted and
23 there's a background, a foundation, all that kind
24 of good stuff. In this situation, I know she was
25 admitted for one purpose and then she offered

1 testimony about other things for which she was not
2 qualified by this court. And those would be
3 things like altered elimination pattern and not
4 able to eat a regular diet and the -- the
5 psychosocial impact. She testified about
6 psychosocial impact of this. I mean, none of
7 these things, none of that information or evidence
8 is within the realm of the qualification that this
9 court provided to her.

10 I think -- and then going back to --
11 and it's something that's contained in the
12 memorandum as well, certainly I was involved in
13 the case late. I came in and the day after the
14 damages hearing, I was attempting to swing the
15 strain, if you will, and at that time had made a
16 specific request that the motion to set aside
17 default be heard before any order was issued.
18 That was denied or -- I don't even know that there
19 was any response. It just didn't happen.

20 Generally, I would incorporate,
21 obviously, for the purposes of the record on all
22 my motions anything that I have put into the
23 memorandum in support of the motions, the motions
24 themselves, Mr. Causey's affidavit, any arguments
25 that I have asserted during the time of this

1 hearing. And I think some of those things with
2 regard to the due process are also contained in
3 the affidavit contained in the memorandum. But I
4 think I've at least hit the high points in this.
5 So thank you.

6 THE COURT: Thank you.

7 MS. EAVES WRIGHT: Yes, with regards to
8 the -- the fifth argument, I think, it may be from
9 the brief, it's our position that Defendant Causey
10 was given due process and that the special referee
11 in this case did not demonstrate any bias. The
12 record is replete with opportunities that The
13 Court gave Mr. Causey to ask any questions he had,
14 to raise any objections. One example is on page
15 99, lines 21 through 24 when The Court says,
16 Mr. Causey, please, ask any questions you might
17 have if any. And Mr. Causey's testimony was, I
18 don't have none. And throughout the record, The
19 Court multiple times asked if he had any
20 objections, if he had any questions for each
21 witness throughout the hearing. So it's our
22 position that he was afforded due process. He was
23 given ample opportunities to participate in the
24 hearing, to ask questions of the witnesses, to
25 raise any objections that he had. And if he chose

1 not to do so, then -- then that was his choice at
2 the time.

3 I do understand that maybe reading the
4 transcript is different from actually being
5 present where there's no timetable that says, here
6 there was a one-minute pause or a thirty-second
7 pause. But regardless, this hearing was conducted
8 with due process. It was fair to the defendant
9 and he had every opportunity to defend himself, to
10 ask questions and to raise objections.

11 With regards to the medical records, I
12 don't believe we had any duty to provide a copy of
13 the medical records prior to the hearing. The
14 defendant had not appeared in the case at all in
15 any way, shape or form. So there were no
16 discovery requests. There were -- the medical
17 records were never requested from us prior to the
18 hearing and at the time of the hearing, he was
19 provided a copy as a courtesy. And as part of the
20 -- the process, he was given a copy at the
21 hearing. He failed to answer; the defendant
22 failed to appear. He failed to serve any
23 discovery request prior to the hearing. And so we
24 believe it's unfair for the defendant to now
25 complain that he didn't have time to review the

1 medical records prior to the hearing when he never
2 made any attempt at all to request the medical
3 records at any point prior to the hearing. And
4 failed to follow the rules of South Carolina civil
5 procedure and he should not be given any
6 additional favors because he happens to be pro se.
7 I think the law in South Carolina is pretty
8 clear about that.

9 He didn't raise any valid or proper
10 hearsay objection at the time of the hearing as to
11 the medical records. And the defendant stated in
12 conversation at the hearing that the insurance
13 company had not provided him with an attorney, he
14 had no money to pay for one and he would be
15 proceeding without one. And I don't think he
16 made any valid objections about the hearsay or the
17 records coming in. And he did not request more
18 time to review them or anything of that sort even
19 though he was given ample opportunity to make
20 objections on all throughout the hearing.

21 Regarding the defendant's father, he
22 was cursing at me in the hallway and was very
23 angry when I went to speak with the defendant. He
24 did try to enter and continued the same behavior
25 as he tried to enter this -- this room, but The

1 Court did not exclude the defendant's father at
2 any time and made no ruling or any decision at
3 all. The Court never addressed his father in any
4 way, shape or form and definitely did not exclude
5 him from this hearing and the record does not
6 reflect that he ever was excluded or addressed
7 from the proceeding, from the hearing by The
8 Court.

9 In summary, we believe that the
10 defendant was given due process. The process was
11 fair. He had ample opportunity to defend himself
12 and simply chose not to do so. And we would
13 respectfully request that the defendant's motion
14 be denied.

15 THE COURT: Any reply?

16 MR. THOMPSON: Yeah, very briefly.
17 This is a court of record and there have been
18 numerous incidences and arguments opposing the
19 defendant's motions about things that are not in
20 this record, about what Counsel's encounters were
21 like at the record -- or at the hearing. None of
22 that is in this record. None of that has been
23 submitted by affidavit. None of that is -- I
24 mean, Ms. Wright just said that some of the things
25 that Mr. Causey testified -- or not -- were

1 stated. There's nothing in here about what he
2 stated about being an insurance company or wanting
3 the insurance company to represent -- whatever it
4 was that she just said is not in this record. So,
5 you know, importantly for the purposes of what we
6 are doing today and what may come in the future,
7 it's about what's in this record, not what's not.

8 Now, on the -- and the only other thing
9 I'll say to -- to this is I personally cannot
10 imagine walking into a hearing and handing another
11 lawyer 1200 pages of records that that lawyer has
12 never seen before. The judge would absolutely go
13 ballistic. Now, if I'm not gonna do that to
14 another lawyer, it shouldn't be done to a pro se
15 litigant just because they're not represented. So
16 I -- I -- I can't imagine and I can't sit here and
17 say, well, he -- he just -- you know, he didn't
18 object. Well, he did. He did in his way. And
19 then on top of that --

20 THE COURT: Show me where that is.

21 MR. THOMPSON: What?

22 THE COURT: Show me where that is.

23 MR. THOMPSON: Sure.

24 MS. EAVES WRIGHT: And just briefly,
25 let me interject if you don't mind. Some of the

1 comments I made were because my conversation with
2 the defendant was raised in the defendant's
3 affidavit he provided. He made expressed
4 assertions regarding his communications with me in
5 the affidavit he filed with The Court in this
6 matter, so I felt that I should respond to the
7 allegations in the affidavit.

8 MR. THOMPSON: Well, is there an
9 affidavit from you

10 MS. EAVES WRIGHT: It's your affidavit.

11 MR. THOMPSON: Huh?

12 MS. EAVES WRIGHT: It's your affidavit.

13 MR. THOMPSON: It's not my affidavit.

14 It's Mr. Causey's affidavit --

15 MS. EAVES WRIGHT: I mean, it's the
16 defendant's. Correct.

17 MR. THOMPSON: Do you have an affidavit
18 that you submitted in support of this hearing?

19 MS. EAVES WRIGHT: No, because I'm --

20 MR. THOMPSON: Okay.

21 MS. EAVES WRIGHT: -- not a witness.

22 But I did file a brief and signed it that has my
23 position and my explanation of what happened, so I
24 would argue that that constitutes as an affidavit.

25 MR. THOMPSON: Let's see.

1 THE COURT: What numbers were the
2 medical records?

3 MR. THOMPSON: It's -- it's Exhibit 19.
4 It's on page 52, Your Honor.

5 THE COURT: Okay.

6 MS. EAVES WRIGHT: Ms. Eaves -- and --
7 and -- this is from the transcript, and I offer
8 Plaintiff's exhibit 19 in to evidence.

9 Mr. Causey's response, it would take me six years
10 to Sunday to read all that and The Court then
11 admitted the evidence, 1200 pages.

12 THE COURT: I think the record reflects
13 that Ms. Eaves offered to show Mr. Causey and he
14 said, ain't no reason -- I mean! And Ms. Eaves
15 went on to say, I offer Plaintiff's exhibit 19 in
16 to evidence. Mr. Causey kind of finished his
17 statement, it'd take me six years to Sunday and
18 read all that. So he was actually offered the
19 medical records and Mr. Causey told Counsel that
20 there wasn't any reason because it would take him
21 six years to Sunday to read it all. Okay. In
22 looking at the due process afforded to the
23 litigant, Defendant Causey, I find that Mr. Causey
24 was properly served, properly provided notice of
25 the hearing. The insurance carrier was also

1 notified of the litigation. Much of the issue
2 that has been raised in these motions, obviously
3 typically aren't encountered by insurance
4 companies when they defend the lawsuits. But in
5 this case, for whatever reason, the insurance
6 company, although knowing of the collision and of
7 the litigation two months prior to the hearing,
8 there was not a lawyer representing the insured,
9 Mr. Causey.

10 And Mr. Causey came here and he
11 listened and he was asked to participate by The
12 Court and he participated to the extent he wanted
13 to. On page 75, his big participation point was
14 that he wanted to make sure everyone knew that he
15 didn't do this on purpose. So Mr. Causey made
16 that point clear that it was an accident, that the
17 collision was an accident. And he just wanted to
18 make sure everyone knew he didn't try to
19 intentionally do this. So he was given the
20 opportunity to object to exhibits, evidence, he
21 did not. I think with every exhibit, every offer
22 of evidence, he was allowed to put any objections
23 on the record. He did not. He was allowed to ask
24 questions of the witnesses. He did not. Al---
25 although -- although The Court went to the lengths

1 to make sure that he understand he could ask
2 questions and tried to follow up with Mr. Causey,
3 Mr. Causey did not ask questions.
4 And therefore, the record is fairly
5 clear on his participation and the lack of
6 objections to the evidence offered by Plaintiff's
7 Plaintiff's counsel. Mr. Causey's father was
8 not excluded from the hearing. Mr. Causey did not
9 ask at any time for anyone to be present with him
10 during the hearing. And while the argument
11 has been--and I understand Counsel that you're
12 remaking this argument kind of after the hearing
13 that Mr. Causey really didn't understand the
14 process or he was unfamiliar with the process.
15 That is the reason why it's important for the
16 insurance companies to hire a lawyer for the
17 insured because the rules of civil procedure,
18 evidence requires certain things. And you follow
19 those rules to have a hearing to conduct a hearing
20 to get to the ultimate verdict. And those rules
21 in this case were followed from the beginning of
22 the civil procedure rules all the way through the
23 evidentiary issues that were presented at trial.
24 And at this point as an additional
25 basis, the issues raised now simply weren't

11: preserved at the trial level at the hearing level.

12: And to go back and try to address it globally, I

13: think, would be in error. So I'm -- you know, not

14: inclined to do that as well. Okay.

15: I think there was also -- and I'll make

16: -- we'll make a point of this just for the record.

17: There was an indication that Defendant filed a

18: motion for relief of the default. And that that

19: request was not addressed specifically. The order

20: granting the judgment damages was then entered and

21: then I -- I believe it was Counsel, you two,

22: agreed to hear all motions at the same time.

23: MS. EAVES WRIGHT: That's correct, Your

24: Honor. So I don't know if you want to hear the

25: motion now as well on the...

26: THE COURT: What other motion is there?

27: I just want to make sure -- at -- at some point --

28: there was some e-mail I received where you all

29: agreed to hear both for -- you know, to make it

30: practical so you wouldn't have to -- because we

31: had two -- we had -- we previously had a hearing

32: date set up and then there was going to be the

33: post-trial motion and you, I believe, talked to

34: Ian. Mr. Thompson and Ian talked and agreed to

35: just go through -- to hear both of those motions

1 at the same time.

2 MR. THOMPSON: For clarification, Your
3 Honor --

4 THE COURT: That's -- that's why I'm
5 bringing it up.

6 MR. THOMPSON: For clarification, the
7 motion to set aside default was never scheduled
8 for hearing before the order was issued --

9 THE COURT: Correct.

10 MR. THOMPSON: In other words, it was
11 not -- we agreed to postpone a previously
12 scheduled motion until after the order. So --

13 THE COURT: I gotcha.

14 MR. THOMPSON: Yeah, so that's an
15 important piece.

16 THE COURT: The -- the hearing on the
17 damages occurred before the motion to set aside --

18 MR. THOMPSON: Correct.

19 THE COURT: -- the default was ever
20 filed.

21 MR. THOMPSON: The motion to set aside
22 default was filed before the order was issued.

23 THE COURT: Yes.

24 MR. THOMPSON: And even before the
25 letter that was issued outlining the order. And

1 so the motion to set aside default was not
2 scheduled for hearing before the order was issued
3 May 30th.

4 THE COURT: Correct.

5 MR. THOMPSON: So we did reschedule
6 those -- the -- I think it was first scheduled for
7 like the 2nd of June. I think if -- if my memory
8 serves me somewhere in there and then we agreed to
9 postpone it. But the -- the point -- the -- the
10 important point is that it was never scheduled for
11 hearing before the order was --

12 THE COURT: Right.

13 MR. THOMPSON: -- filed.

14 MR. MAGUIRE: Are you saying it was
15 before the proposed order?

16 MR. THOMPSON: It was before that too.
17 Yeah, the motion was -- there -- there's no -- I
18 mean, it's clear from the record, the motion to
19 set aside default -- I -- I'll -- I'll give you
20 the exact dates.

21 THE COURT: Well, you didn't enter the
22 case until after the hearing.

23 MR. THOMPSON: Correct. I agree with
24 that. The hearing was the 18th, the motion to set
25 aside default was filed April 25th. Your letter

1 outlining the -- The Court's letter outlining the
2 -- the award was issued the 26th. So -- and on
3 the 25th was the e-mail and Exhibit 1 that I sent
4 to The Court to Your Honor asking that there not
5 be an entry of an order award while the motion to
6 set aside default was still outstanding and had
7 not been heard. So on the heels of that e-mail,
8 the next thing that came was your letter outlining
9 the award. And then of course the order was
10 entered on the 30th and there was not...

11 THE COURT: Are there any other
12 arguments I need to address for you?

13 MR. THOMPSON: Yes.

14 THE COURT: Okay. Tell me what they
15 are.

16 MR. THOMPSON: I know you're weary,
17 Judge. And we've gone way past the lunch hour. I
18 understand that, but I've got a record to protect
19 as you know. So I've got to -- I've got issues I
20 need to deal with. I don't -- the -- the one that
21 I'll take a flier on is the -- once the motion to
22 set aside default had been filed, there was a jury
23 demand in there and as a result pursuant to Rule
24 53, the filing of jury demand, the matter shall be
25 returned to the Circuit Court and as a result of.

1 it not being returned to the Circuit Court, my
2 client, Defendant Causey, was denied his
3 substantial and constitutional right to a jury
4 trial even if it was only as to his -- the amount
5 of damages even if he was not going to be able to
6 contest the -- the liability.

7 THE COURT: Well, I'm going to deny
8 that motion.

9 MR. THOMPSON: Thank you.

10 THE COURT: It was after the hearing.
11 He was present and never raised that issue during
12 the hearing. So to go through a hearing only to
13 then get a jury demand later doesn't seem fair to
14 me.

15 MR. THOMPSON: Fair enough. I think I
16 prefaced it with saying I'm taking a flier on
17 this, right? All right. I think that the -- the
18 last issue, Judge, has to do with the Rule 60
19 motion. I -- you know, given your ruling on the
20 Rule 55, you know, they're the same standards or
21 similar standards just more -- more taxing,
22 more...

23 THE COURT: Demanding?

24 MR. THOMPSON: Yes, correct. Consi---
25 considering -- like I said, Judge, we've gone

1 through the lunch hour, so I'm running out of
2 steam and running out of energy. Okay. So given
3 The Court's ruling on the 55, there would be no
4 grounds for the Rule 60 at least basis for -- in
5 my ruling to allow a 60 to occur.

6 THE COURT: Well, let me address the
7 Rule 60 motion.

8 MR. THOMPSON: And -- and -- and -- but
9 to be clear with the Rule 60, that also includes
10 the concept and I think I can address it a little
11 bit with regard to the -- to the notice of hearing
12 issue and --

13 THE COURT: Yes.

14 MR. THOMPSON: -- the ten days thing.

15 So that's -- that's bound and wound up in to the
16 Rule 60.

17 THE COURT: So I find for the Rule 60
18 that it's denied in its entirety. The complaint
19 was properly served, the subject matter -- subject
20 matter jurisdiction, personal jurisdiction, notice
21 of the hearing was properly served, personal
22 service as well as by certified mail. Due notice
23 was given; the defendant actually appeared. The
24 insurance company, at the same time, was notified
25 two months or more prior to the hearing of the

1 hearing or of the -- not of the hearing, but of
2 the filing of the complaint, the service of the
3 complaint. And it was previously aware and taken
4 -- had taken a statement of the defendant, so due
5 process was provided to not only Mr. Causey, but
6 to the extent its insurance company doesn't think
7 that it received any due process, it -- it did.
8 It was provided, also, notice of the hearing. I
9 believe that Counsel for the plaintiff served
10 notice of the hearing in more than one way, which
11 is beyond what's required under the rules, that
12 the Causeys -- Mr. Causey's participation at the
13 hearing and not objecting to various items, he's
14 waived those issues, that due notice and due
15 process were properly given. The judgment is --
16 is not void. It is valid and it was entered in
17 accordance with the rules of civil procedure as
18 well as the rules of evidence. Anything Counsel?
19 MS. EAVES WRIGHT: Not at this time.
20 MR. THOMPSON: Just one more thing. I
21 don't have -- it's -- it's my greater concern that
22 The Court has on multiple occasions referenced the
23 insurance company and what it did or didn't do.
24 The insurance company is not here today. The
25 insurance company was not a part of the hearing on

1 April 18th. The insurance company has not had an
2 opportunity to defend itself in this process or
3 proceeding today. I'm concerned that The Court,
4 by some of the statements, is going to suggest
5 that somehow the insurance company should be bound
6 up in whatever -- whatever ruling may happen and I
7 just want to make sure that I'm, you know -- make
8 it exceptionally clear I am not here for the
9 insurance company as we all know. The insurance
10 company was not a party to this, was not a party
11 to the hearing on April 18th. And therefore, you
12 know, they're really -- I'm concerned about there
13 being findings with regard to an insurance company
14 involvement because nobody's had an opportunity to
15 defend that.

16 THE COURT: All right. And just so
17 Counsel's clear to the extent that some of the
18 opinions that are rendered by the Court of Appeals
19 and or Supreme Court addressing default and issues
20 under default necessarily reference insurance
21 company knowledge, lack of knowledge, involvement,
22 lack of involvement, the recitation in part of
23 some of the facts involving letters, faxes to the
24 insurance company is in part to address maybe that
25 idea that although the insurance company is not a

1 party. It could be prejudice if it has an insured
2 that gets subject to a judgment and that that
3 argument might -- might be raised by -- or
4 approved, the insured, later on appeal with
5 respect to the insurance company. So -- but
6 obviously the insurance company has not been a
7 party to this lawsuit.

8 But it doesn't -- it is important for
9 some of the analyses under some of the case law
10 that's under these Rule 55 and 60 that we do kind
11 of go through that just to make sure we're
12 progressing the case law that is out there.

13 MR. THOMPSON: And for example, Your
14 Honor, it -- just because there have been -- there
15 have been -- there have been exhibits offered
16 suggesting that there was a fax sent for example.
17 The -- The Hartford hasn't had an opportunity to
18 come in and say whether they received it or not.
19 So I'm concerned about there being any conclusions
20 drawn from anything here when The Hartford hasn't
21 been able to respond in that situation. I -- I --
22 they -- they just -- those --

23 THE COURT: And -- and --

24 MR. THOMPSON: Those are things that
25 were -- whether they actually -- you know, whether

1 The Hartford actually got them or not, I don't
2 know.

3 THE COURT: Understood.

4 MR. THOMPSON: Now, I -- I'm
5 disadvantaged to try and -- to try and argue
6 against something or -- or what the inference or
7 what the conclusions may be drawn from that
8 because I'm not privy to that information.

9 THE COURT: Okay.

10 MS. EAVES WRIGHT: And if I may, Your
11 Honor, the -- we strongly believe that the
12 defendant's conduct on his own regardless of the
13 insurance company and what they may or may not
14 have done is enough by not answering the
15 complaint, by not sending out discovery requests
16 or doing anything or raising any objections at the
17 time of the hearing. His conduct on its own is
18 enough for a basis to deny the defendant's motion
19 to set aside default and to set aside default
20 judgment just on his own conduct and the facts of
21 the case and what did happen at the hearing. He
22 has not demonstrated good cause for why that
23 should be set aside and --

24 THE COURT: And I agree with that.

25 MS. EAVES WRIGHT: That's our position.

1 THE COURT: I agree with that.

2 MS. EAVES WRIGHT: Thank you, Your
3 Honor.

4 THE COURT: Anything else?

5 MS. EAVES WRIGHT: Nothing at this
6 time.

7 THE COURT: Last chance.

8 MR. THOMPSON: No.

9 THE COURT: We are concluded.

10

11 (The hearing concluded at 2:01 p.m.)

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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,

with this the 12th day of July, 2017.

Ashley Rogers

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
AM 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) SCRPCP 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.

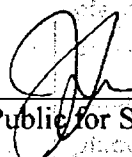
Signature Page Follows

P. Brooke Eaves

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)
)
 COUNTY OF HORRY)
)
 Daniel Eric Knight,)
) Plaintiff,)
 vs.)
)
 Phillip Ray Causey,)
) Defendant.)

IN THE COURT OF COMMON PLEAS
 FIFTEENTH JUDICIAL CIRCUIT

CASE NO.: 16-CP-26-8032

**MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET**

PAID

2017 FEB 18 PM 1:51

Plaintiff's Attorney: P. Brooke Eaves, Esquire, Bar No. 102021 Address: 1600 N. Oak Street, Suite B Myrtle Beach, SC 29577 Phone: (843) 361-7549 Fax (843) 361-7048 E-mail: Eaves@maguirelawfirm.com Other: _____	Defendant's Attorney: _____, 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.
 Signature of Attorney for Plaintiff / Defendant 2/14/2017 Date submitted

SECTION III: Motion Fee
 PAID - AMOUNT: \$ _____
 EXEMPT: (check reason)

- Rule to Show Cause in Child or Spousal Support
- Domestic Abuse or Abuse and Neglect
- Indigent Status State Agency v. Indigent Party
- Sexually Violent Predator Act Post-Conviction Relief
- Motion for Stay in Bankruptcy
- Motion for Publication Motion for Execution (Rule 69, SCRPC)
- Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

 Name of Court Reporter: _____
 Other: _____

JUDGE'S SECTION
 Motion Fee to be paid upon filing of the attached order.
 Other: _____
 JUDGE CODE _____
 Date: _____

CLERK'S VERIFICATION
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 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____

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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
Horry County

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, 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

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

Docket No.: 16-CP-26-8032

Daniel Eric Knight,

Plaintiff,

CERTIFICATE OF SERVICE

vs.

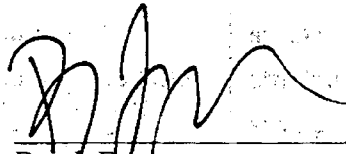
Phillip Ray Causey,

Defendant.

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**

FILED
17 MAR 22 PM 3:14
HARRIS

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. Brook 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

Myrtle Beach, South Carolina

2/28, 2017



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

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,)

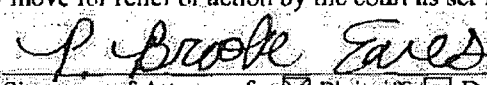

FORM AND COVERSHEET)

vs.)

Phillip Ray Causey,)

Defendant.)

PAID

Plaintiff's Attorney: P. Brooke Eaves, Esquire, Bar No. 102021 Address: 1600 N. Oak Street, Suite B Myrtle Beach, SC 29577 Phone: (843) 361-7549 Fax (843) 361-7048 E-mail: Eaves@maguirelawfirm.com Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax: _____ E-mail: _____ Other: _____
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> 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: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
SECTION II: Motion/Order Type <input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant </div> <div style="text-align: center;"> Date submitted: <u>2/28/2017</u> </div> </div>	
SECTION III: Motion Fee <input checked="" type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason) <ul style="list-style-type: none"> <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCF) <input type="checkbox"/> 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: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____
CLERK'S VERIFICATION Collected by:  Date Filed: <u>3-2-2017</u> <input type="checkbox"/> MOTION FEE COLLECTED: \$ <u>25.00</u> <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

17 MAR 2017 PM 3:46
Horry County, SC

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

DANIEL ERIC KNIGHT,)
)
Plaintiff,)
)
v.)
)
PHILLIP RAY CAUSEY,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE 15TH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-26-8032

**DEFENDANT'S MOTION TO
SET ASIDE DEFAULT**

Defendant Phillip Ray Causey, by and through his undersigned attorneys, hereby moves this Honorable Court pursuant to SCRPC 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 SCRPC 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

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

DANIEL ERIC KNIGHT,)
)
Plaintiff,)
)
v.)
)
PHILLIP RAY CAUSEY,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE 15TH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-26-8032

DEFENDANT'S POST JUDGMENT
MOTIONS AND MEMORANDUM IN
SUPPORT

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 Naté 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

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

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.

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.

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:

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/scientificallly-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.

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.

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].

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?

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 reopened; 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

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Charleston, South Carolina 29401

Phone: 843.720.3469

Email: jthompson@hallboothsmith.com

Attorneys for Defendant

June 8, 2017
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

DANIEL ERIC KNIGHT,)
)
Plaintiff,)
)
v.)
)
PHILLIP RAY CAUSEY,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE 15TH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-26-8032

DEFENDANT'S MOTION FOR
RELIEF FROM JUDGMENT
PURSUANT TO SCRPC 60

PLEASE TAKE NOTICE that Defendant Phillip Ray Causey, by and through his undersigned attorneys, hereby moves this Honorable Court for an Order pursuant to SCRPC 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 SCRPC 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.

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

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



CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

000000

PICA

2. PATIENT'S NAME (Last Name, First Name, Middle Initial) KNIGHT, DANIEL		3. PATIENT'S BIRTH DATE MM DD YY 09 26 1974 M <input checked="" type="checkbox"/> F <input type="checkbox"/>	
5. PATIENT'S ADDRESS (No., Street) 206 ECOM SCUM		6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
CITY CONWAY	STATE SC	8. RESERVED FOR NUCC USE	
ZIP CODE 29527	TELEPHONE (Include Area Code) (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) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10c. 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 04 27 16 QUAL 431		15. OTHER DATE MM DD YY QUAL		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE CONWAY HOSPITAL		17a. NPI		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)				20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-I to service line below (24E)) A. T14.90 B. T14.90 C. D. ICD ind. 0 E. F. G. H. I. J. K. L.				22. RESUBMISSION CODE ORIGINAL REF. NO.	
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				23. PRIOR AUTHORIZATION NUMBER 29569	
1		04 27 16 04 27 16 41 Y A0427 SH AB		700.00 1 NPI 576000365 1700839370	
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3				NPI	
4				NPI	
5				NPI	
6				NPI	

25. FEDERAL TAX I.D. NUMBER 576000365	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. DH0RR55554	27. ACCEPT ASSIGNMENT? (For gov't claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 880.00	29. AMOUNT PAID \$ 0.00	30. Paved 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.) HORRY COUNTY GOVERNMENT SIG: <i>[Signature]</i> DATE: 9/30/2016		32. SERVICE FACILITY LOCATION INFORMATION FROM: PICK UP FROM SCENE S HWY 701, LORIS SC 29569 TO: CONWAY HOSPITAL 300 SINGLETON R, CONWAY SC 29526		33. BILLING PROVIDER INFO & PH # (844) 292-2771 HORRY COUNTY GOVERNMENT HORRY COUNTY FIRE RESCUE PO BOX 603246 CHARLOTTE NC 28260-3246 a. 1700839370 b. 576000365		

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
 300 SINGLETON RIDGE RD
 CONWAY SC 295260829
 8433477111 8433470144

CONWAY HOSPITAL, INC
 PO BOX 829
 CONWAY SC 29528

BL PAY
 VAF022433965

CLMED
 REC M000175313

STATEMENT COVERED PERIOD
 FROM 042716 THROUGH 042716

8 TYPE
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8 FED. TAX NO.
 57 0314381

8 PATIENT NAME
 KNIGHT, DANIEL ERIC

8 PATIENT ADDRESS
 206 ECUM CECUM DRIVE
 SC 29527

10 BIRTH DATE
 09261974

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12 DATE OF ADMISSION
 042716

13 ADMISSION TYPE
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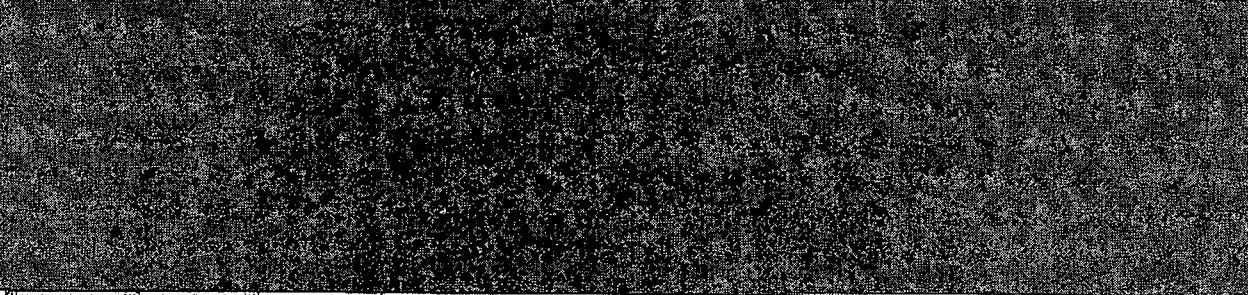
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50300	VENIPUNCTURE	36415		1	2000		5
60300	COMP. METABOLIC PANEL	80053		1	34500		6
70300	LACTIC ACID	83605		1	8300		7
80300	CBC WITH AUTO DIFF	85025		1	9500		8
90300	PT	85610		1	5600		9
100300	PTT	85730		1	6800		10
110300	ANTIBODY SCREEN, RBC-L	86850		1	5400		11
120300	BLOOD TYPING, ABO -L	86900		1	5600		12
130300	BLOOD TYPING, RH -L	86901		1	4400		13
140320	BD RENDER W/O POST PX PR	76376		1	16700		14
150351	CT BRAIN OR HEAD W/O CON	70450		1	173600		15
160352	CHEST WITH CONTRAST	72120		1	191100		16
170352	C-SPINE WITHOUT CONTRAST	72125		1	163200		17
180352	CT ABDOMEN/PELVIS IV ONL	74177		1	398300		18
190450	EMERGENCY DEPT VISIT EVL	99284		1	94500		19
200683	TRAUMA ACTIVATION W/O CC			1	3393800		20
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50 PAYER NAME
 51 HEALTH PLAN ID
 52 PLAN NO
 53 PLAN ST
 54 PRIOR PAYMENTS
 55 EST. AMOUNT DUE
 56 1134172000



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 MATTHEW

98 OPERATING
 99 NPI

100 LAST
 101 FIRST

102 OTHER
 103 NPI

104 LAST
 105 FIRST

106 OTHER
 107 NPI

108 LAST
 109 FIRST

08-04 CMS-1450 APPROVED OMB 0938-0997 NOBC UC9213257 Form 801, INC THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF. 5A4D43B46E10429588C8, KNIGHT, 687

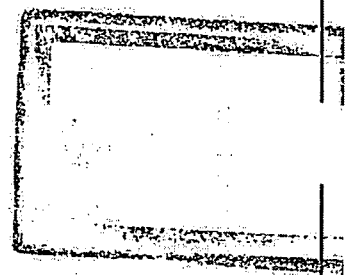
V00006905806 KNIGHT, DANIEL ERIC

ACCT: V00006905806
KNIGHT, DANIEL ERIC
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: 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 PAT VAF022434641
 300 SINGLETON RIDGE RD PO BOX 829 AMED MOD0175313 0111
 CONWAY SC 295260829 CONWAY SC 29528 5 FED. TAX NO. STATEMENT CYCLES PERIOD FROM THROUGH 7
 8433477111 8433470144 57 0314381051516 052916

PATIENT NAME: KNIGHT, DANIEL ERIC PATIENT ADDRESS: 206 ECUM CECUM DRIVE
 CITY: CONWAY STATE: SC ZIP: 29527

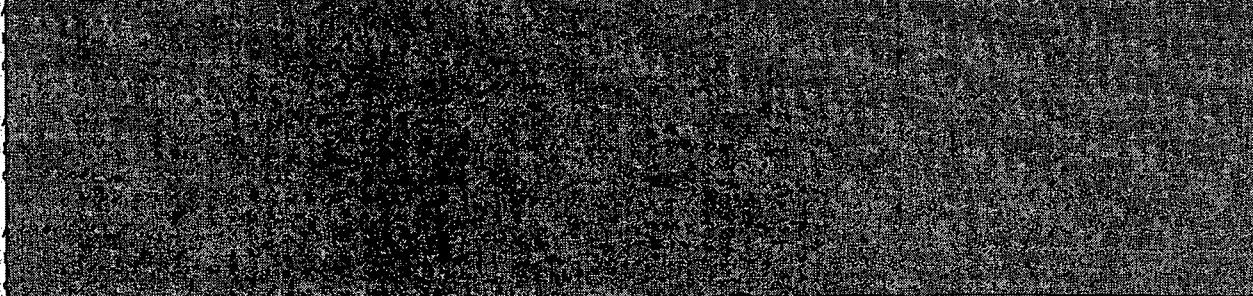
19 BIRTH DATE: 09261974 11 SEX: M 12 RATE: 051516 11 1 1 12 06 80 C5

31 OCCURRENCE DATE: 051416 32 OCCURRENCE DATE: 33 OCCURRENCE DATE: 34 OCCURRENCE DATE: 35 OCCURRENCE DATE: 36 OCCURRENCE DATE: 37 OCCURRENCE DATE: 38 OCCURRENCE DATE: 39 OCCURRENCE DATE: 40 OCCURRENCE DATE:

KNIGHT, DANIEL ERIC
 206 ECUM CECUM DRIVE
 CONWAY SC
 29527

42 REV. CG.	43 DESCRIPTION	44 HCPCS / RATE/PPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
10119	SURG ROOM AND BOARD MONI	1653.00		8	1322400		
20200	INTENSIVE CARE R&B MONIT	2288.00		5	1144000		
30206	PROGRESSIVE CARE R&B MON	1920.00		1	192000		
40250	PHARMACY GENERAL			65	274150		
60255	OPTIRAY 320MG PER ML	09967		100	90000		
60258	PHARMACY IV SOLUTIONS			50	324980		
70270	CHLORAPREP 26ML			10	238200		
80271	URINAL, MALE			41	201400		
90272	MED/SURG SUPPLY STERILE			169	1017600		
100272	MED/SURG SUPPLY STERILE	A6260		1	3300		
110278	SUTURE Z880G			3	36300		
120300	VENIPUNCTURE	36415		11	22000		
130300	ARTERIAL PUNCTURE	36600		2	79000		
140300	BASIC META PANEL	80048		5	112500		
150300	COMP. METABOLIC PANEL	80053		6	207000		
160300	ACETAMINOPHEN	80302		1	10800		
170300	CARBON MONOX QUANT	82375		2	8400		
180300	BLOOD GAS	82803		1	45800		
190300	BLOOD O2 SATURATION	82805		1	36400		
200300	HEMO METHEMOGLOBIN QUANT	83050		1	6600		
210300	LIPASE	83690		1	5700		
220300	MAGNESIUM	83735		5	38000		
PAGE 1 OF 4		CREATION DATE	062116	TOTALS			

50 PAYER NAME: HEALTH PLAN ID: 51 HEALTH PLAN ID: 52 PRIOR PAYMENTS: 53 EST. AMOUNT DUE: 1134172000



S36538A K658 MS27329A J9601 NN1T9 NK559 Y1989 NE440 NE8809
 OF419 EB860 EB876 NE87Z9 NR730 RR74N NF329 EB86E ER58L
 65 ADMIT BY: S36539A 70 PATIENT REASON BY: a b c 21 PPS: 0957 22 Y92289 V892XXA Y929 26
 74 PRINCIPAL PROCEDURE CODE DATE: ODB80ZZ 051516 75 OTHER PROCEDURE CODE DATE: OD1B0Z4 051516
 76 ATTENDING: NP1326126301 76A LAST: RIMKUS 76B FIRST: GILBERTAS
 77 OPERATING: NP1326126301 77A LAST: RIMKUS 77B FIRST: GILBERTAS
 78 OTHER: 78A LAST: 78B FIRST: 78C OTHER: 78D LAST: 78E FIRST:

CONWAY HOSPITAL, INC CONWAY HOSPITAL, INC
 300 SINGLETON RIDGE RD PO BOX 829
 CONWAY SC 295260829 CONWAY SC 29528
 8433477111 8433470144
 6 PAT. UNIT / REC'D: VAF022434641
 M000175313
 STATEMENT COVERS PERIOD FROM 051516 THROUGH 052916
 0111

8 PATIENT NAME: KNIGHT, DANIEL ERIC
 9 PATIENT ADDRESS: 206 ECUM CECUM DRIVE
 10 CITY: CONWAY SC 29527

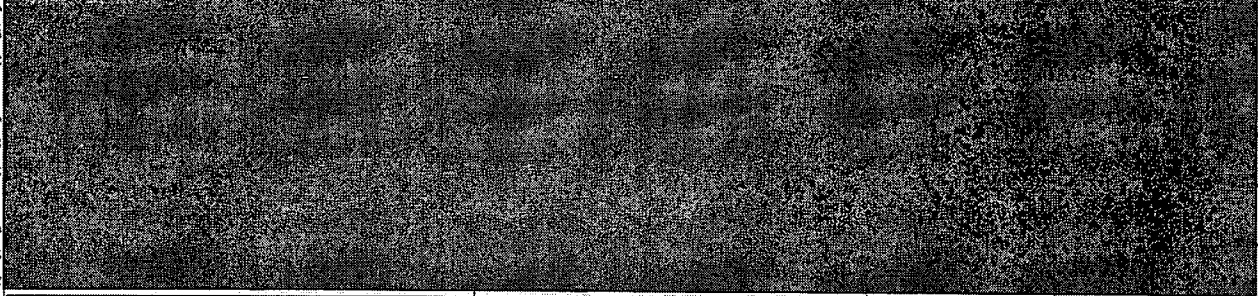
10 BIRTH DATE: 09261974
 11 SEX: M
 12 DATE OF ADMISSION: 051516
 13 TIME OF ADMISSION: 11
 14 ROOM: 1
 15 UNIT: 1
 16 STAT: 12
 17 TIME: 06
 18 HR: 80
 19 COND CODES: C5

20 OCCURRENCE CODE: 11
 21 OCCURRENCE DATE: 051416

32 VALUE CODES: 02
 33 VALUE CODES: 00080
 34 VALUE CODES: 14
 35 VALUE CODES: B1
 36 VALUE CODES: 0

47 REV. CO.	43 DESCRIPTION	44 HCPCS / RATE / RPPS CODE	45 SERV. DATE	48 SERV. UNITS	42 TOTAL CHARGES	49 NON-COVERED CHARGES	48
10300	PHOSPHORUS	84100		3	20400		1
20300	MANUAL DIFF	85007		3	27300		2
30300	BLOOD CT. HEMO.	85018		2	6600		3
40300	CBC with AUTO. DIFF	85025		8	76000		4
50300	CBC W/O DIFF	85027		3	18300		5
60300	ANTIBODY SCREEN, RBC-L	86850		1	5400		6
70300	BLOOD TYPING, ABO -L	86900		1	5600		7
80300	BLOOD TYPING, RH -L	86901		1	4400		8
90310	LEVEL V, SURGICAL PATH	88307		1	31100		9
10324	PORT CHEST 1 VIEW	71010		6	118800		10
110352	CT CHEST WITHOUT CONTRAS	71250		1	140200		11
120352	CT ABDOMEN WITHOUT CONTR	74150		1	140200		12
130352	CT ABDOMEN/PELVIS W/ CON	74177		2	398300		13
140360	LEVEL III 2 HR AN			1	737500		14
150370	ANESTH LEVEL 1 FIRST 30			7	248300		15
160410	VENTILATION ASSIST FIRST	94002		1	111200		16
170410	INITIAL HAND HELD NEBUL	94640		1	25000		17
180410	HAND HELD NEBULIZER TX	9464078		1	975000		18
190410	INITIAL CPAP	94660		1	97200		19
200410	CHEST WALL OSCILLATION	94669		1	49400		20
210420	THERAPEUTIC EX EA 15MIN	97110GP		1	11400		21
220420	GAIT TRAINING 15 MIN	97116GP		1	74200		22
23	PAGE 2 OF 4	CREATION DATE	062116	TOTALS			23

50 PAYER NAME: HEALTH PLAN ID: 54 PRIOR PAYMENTS: 55 EST. ANNUAL DUES: 134172000



S366438A K65R S2729A J9601 NN179 NK550 M19589 NE440 ME8009

OF419 E860 E876 NE87V9 NR730 NR740 NF320 VE860 VR5EL

63 ADMN: S36539A 70 PATIENT REASON: a b c 71 PRN: 0957 72 EQ: Y922B9 V89BXXA Y928 P6
 73 PRINCIPAL PROCEDURE DATE: 051516 74 OTHER PROCEDURE DATE: 051516
 75 OTHER PROCEDURE DATE: 051516
 76 ATTENDING: NPI 1326126301 LAST RIMKUS FIRST GILBERTAS
 77 OPERATING: NPI 1326126301 LAST RIMKUS FIRST GILBERTAS

80 REMARKS: 78 OTHER: NPI 79 OTHER: NPI

CONWAY HOSPITAL, INC CONWAY HOSPITAL, INC PA PAT VAF022434641
 300 SINGLETON RIDGE RD PO BOX 829 M.ED. REC. MO00175313 0111
 CONWAY SC 295260829 CONWAY SC 29528 5 FED. TAX NO. STATEMENT COVERS PERIOD FROM 051516 TO 052916

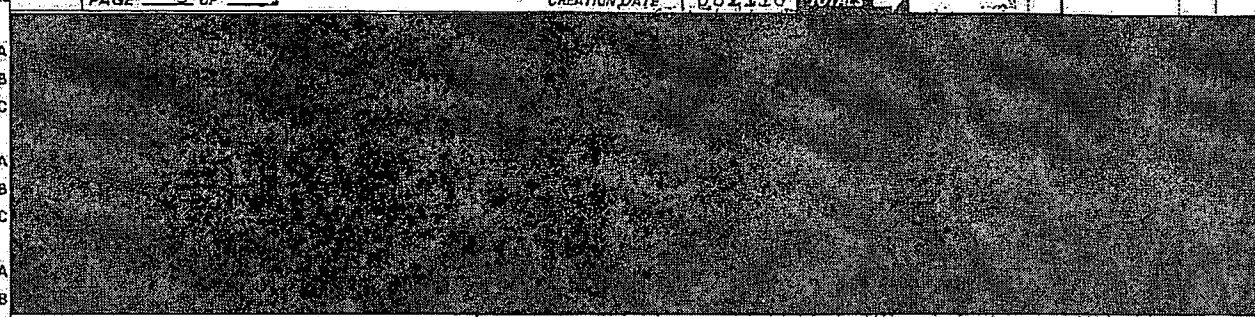
8 PATIENT NAME KNIGHT, DANIEL ERIC 9 PATIENT ADDRESS 206 ECUM CECUM DRIVE
 10 CITY CONWAY 11 STATE SC 12 ZIP 29527

13 BIRTHDATE 09261974 14 SEX M 15 OCCURRENCE DATE 051516 16 ICD9 CODE 11 17 ICD9 CODE 11 18 ICD9 CODE 12 19 ICD9 CODE 06 20 ICD9 CODE 80 21 ICD9 CODE C5

22 OCCURRENCE DATE 051416 23 OCCURRENCE DATE 24 OCCURRENCE DATE 25 OCCURRENCE DATE 26 OCCURRENCE DATE 27 OCCURRENCE DATE 28 OCCURRENCE DATE 29 OCCURRENCE DATE 30 OCCURRENCE DATE

31 PATIENT NAME KNIGHT, DANIEL ERIC 32 PATIENT ADDRESS 206 ECUM CECUM DRIVE CONWAY SC 29527
 33 VALUE CODES AMOUNT 02 00080 34 VALUE CODES AMOUNT 14 B1 35 VALUE CODES AMOUNT 0

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/PPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
10420	THER ACT DIRECT - PER 15	97530GP		1	10790		1
20424	PT EVALUATION INITIAL	97001EP		1	21700		2
30450	EMERGENCY DEPT VISIT LVL	99285		1	147500		3
40460	PULSE OXIMETRY SINGLE DE	94760		3	9900		4
60460	CO2 EXPIRED GAS DETERMIN	94770		1	77600		5
60636	PANTOPRAZOLE SOD 40MG VI	C9113		6	15450		6
70636	BUPIVACAINE LIPOSOMAL 20	C9290		2	237650		7
80636	SUCCINYLCHOLIN 200MG/10M	J0330		1	10700		8
90636	CEFAZOLIN SODIUM 1GM VIA	J0690		25	155000		9
100636	HYDROMORPHONE HCL 1MG/1M	J1170		41	77900		10
110636	FLRSTCK ERTAPENEM 1GM/NS	J1335		7	267254		11
120636	FLUCONAZOLE 200MG/100ML	J1450		7	80850		12
130636	ENOXAPARIN SOD 40MG/0.4M	J1650		10	131050		13
140636	KETOROLAC TROMETHAMINE/3	J1885		4	10000		14
150636	FUROSEMIDE 40MG/4ML VIAL	J1940		11	28611		15
160636	MIDAZOLAM HCL 2MG/2ML VI	J2250		2	3800		16
170636	MORPHINE SUL 4MG/ML SYR	J2270		6	11400		17
180636	PHENYLEPHRINE HCL 10MG/M	J2370		1	5200		18
190636	ONDANSETRON HCL 2MG/ML V	J2405		1	2500		19
200636	PROPOFOL 10MG/ML 20ML VI	J2704		1	2890		20
210636	METHYLPREDNISOLONE SOD 4	J2920		6	15000		21
220636	FENTANYL CITRATE INJ 50M	J3010		1	1900		22
23	PAGE 3 of 4	CREATION DATE 062116	TOTALS				23



36 ADMIT CODE S36539A 37 PATIENT REASON OF ADMIT a b c 38 PPS CODE 0957 39 ICD9 CODE V92289 40 ICD9 CODE V892XXA 41 ICD9 CODE Y920 42 ICD9 CODE Z6
 43 PRINCIPAL PROCEDURE CODE 0DB80ZZ 44 DATE 051516 45 OTHER PROCEDURE CODE 0D1B0Z4 46 DATE 051516
 47 OTHER PROCEDURE CODE 48 DATE 49 OTHER PROCEDURE CODE 50 DATE
 51 ATTENDING NPI 1326126301 52 FIRST LAST RIMKUS 53 NPI 1326126301 54 FIRST LAST RIMKUS
 55 OTHER NPI 56 FIRST LAST 57 OTHER NPI 58 FIRST LAST

CONWAY HOSPITAL, INC CONWAY HOSPITAL, INC
 300 SINGLETON RIDGE RD PO BOX 829
 CONWAY SC 295260829 CONWAY SC 29528
 8433477111 8433470144
 VAF022434641
 M000175313
 0111
 57 0314381051516 052916

PATIENT NAME: KNIGHT, DANIEL ERIC
 PATIENT ADDRESS: 206 ECUM CECUM DRIVE
 CITY: CONWAY STATE: SC ZIP: 29527

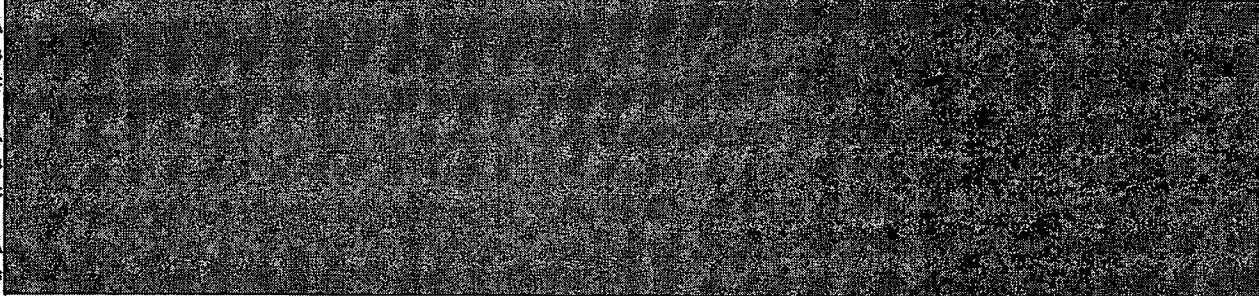
10 BIRTHDATE: 09261974
 11 SEX: M
 12 DATE OF ADMISSION: 051516
 13 TIME OF ADMISSION: 11
 14 ICD-9-CM: 1
 15 ICD-9-CM: 1
 16 ICD-9-CM: 12
 17 ICD-9-CM: 06
 18 ICD-9-CM: 80
 19 ICD-9-CM: C5

31 OCCURRENCE DATE: 11 051416
 32 OCCURRENCE DATE
 33 OCCURRENCE DATE
 34 OCCURRENCE DATE
 35 OCCURRENCE DATE
 36 OCCURRENCE DATE
 37 OCCURRENCE DATE

KNIGHT, DANIEL ERIC
 206 ECUM CECUM DRIVE
 CONWAY SC 29527

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / APPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
10636	POTASSIUM CHLORIDE 10MEQ	J3480		2	17902		
20636	7.98% 0.9% SODIUM CHLORIDE	J7030		5	14500		
30636	ALBUMIN HUMAN 25% 100ML	P9046		5	188431		
40637	SELF ADMINISTERED DRUGS	A92706X		110	138285		
50761	OUTPATIENT NEW PATIENT L	99205		1	61500		
60920	MSR PVR &/OR BLDR CAP VL	51798		1	20800		

0001 PAGE 4 OF 4
 CREATION DATE: 062116
 TOTALS: 10504312
 00



S366738A NK658 MS27329AYJ9601 NN179 NK558 MI9589 NE440 NE8409
 OF41P WE860 WE876 WE87L9 NR730 NR74N NF329 WE86E MR581
 S36539A TO PATIENT REASON: a b c 0957 Y92289 V892XXX Y920 26
 74 PRINCIPAL PROCEDURE DATE: 051516
 75 OTHER PROCEDURE DATE: 051516
 76 OTHER PROCEDURE DATE
 77 ATTENDING: NPI 1326126301 QUAL: 1CM77713
 LAST: RIMKUS FIRST: GILBERTAS
 77 OPERATING: NPI 1326126301 QUAL: 1CM77713
 LAST: RIMKUS FIRST: GILBERTAS
 78 OTHER: NPI
 LAST: FIRST: QUAL: FIRST:
 78 OTHER: NPI
 LAST: FIRST: QUAL: FIRST:

V00006912886 KNIGHT, DANIEL ERIC

ACCT: V00006912886
KNIGHT, DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)
NO EMAIL

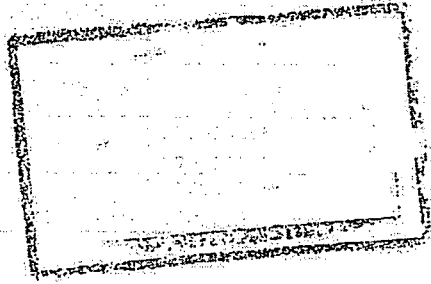
KNIGHT, DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY, SC 29527
(330)719-5830 (H)

41 M ADM/SER: 05/15/16 UR CRG: 0
IP DISCHARGE: 05/29/16 AR CHG: 105043.12
FB 06/17/16 LST STMT: BALANCE: 105043.12

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
0000020	SUTURE 4-0 VICRYL PS-2 J426H	2	76.00
0000127	SUTURE 2-0 MCNO 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% WIFE 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

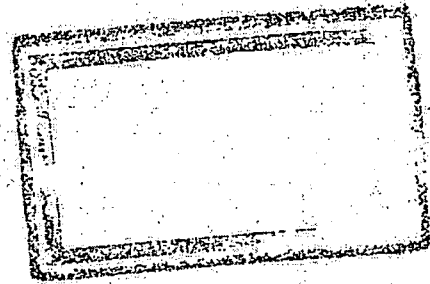
3750823	GLOVES SUR.ULTRADERM 7	1	0
3750882	HANDLE POOLE SUCTION	1	31.00
3750889	HANDLE YANKAURE	1	0
3750898	HEMOVAC 1500	1	351.00
3751213	OR DISPOSABLE 9510C	1	0
3751417	TRAYS SUTURE REMOVA	3	87.00
3751422	SET SECONDARY BAXTER	20	580.00
3751637	SODIUM CHLORIDE IRRIGAT 1000ML	7	231.00
3751700	SPONGE LAP 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



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 HCl 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 HCl 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

5A4D43B46E10429588C8, KNIGHT, 695

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 MONOX. 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

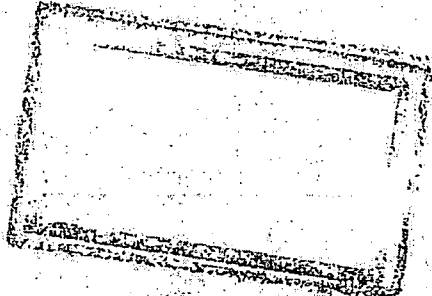
V00006922463 KNIGHT, DANIEL ERIC

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 ADM/SER: 06/08/16 UR CHG: 0
OP DISCHARGE: AR CHG: 440.00
FB 06/14/16 LST STMT: 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

CONWAY HOSPITAL, INC **CONWAY HOSPITAL, INC** **VA F022799704** **4 TYPE OF BILL**
300 SINGLETON RIDGE RD **PO BOX 829** **M000175313** **0131**
CONWAY SC **295260829** **CONWAY SC 29528** **7**
8433477111 **8433470144** **57 0314381062016 062016**

8 PATIENT NAME **9 PATIENT ADDRESS**
KNIGHT, DANIEL ERIC **CONWAY** **206 ECUM CECUM DRIVE** **SC** **29527**

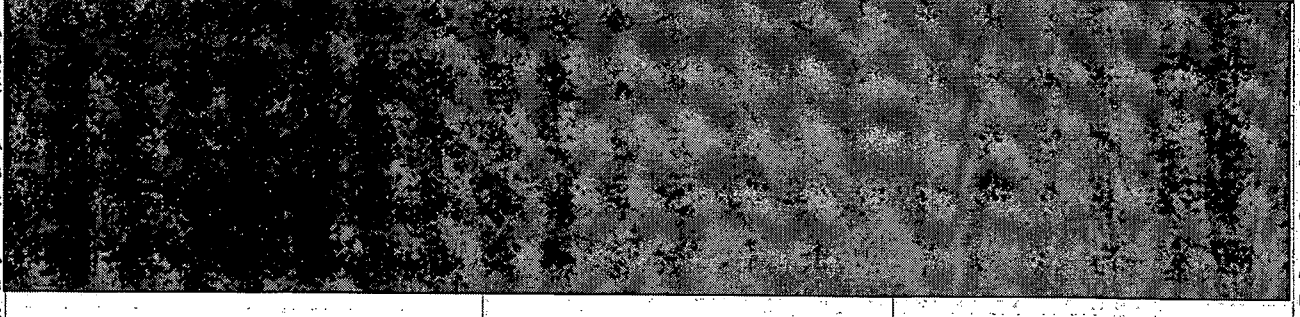
10 BIRTHDATE **11 SEX** **12 DATE** **ADMISSION** **13 HR** **14 TYP** **15 SRC** **16 D HR** **17 STAT** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29 ACCT STATE** **30**
09261974 **M** **062016** **12** **3** **1** **01** **80** **C5**

31 OCCURRENCE DATE **32 OCCURRENCE DATE** **33 OCCURRENCE DATE** **34 OCCURRENCE DATE** **35 OCCURRENCE DATE** **36 OCCURRENCE SPAN** **37 OCCURRENCE SPAN**
11 062016

KNIGHT, DANIEL ERIC
206 ECUM CECUM DRIVE
CONWAY SC
29527
38 CODE **VALUE CODES AMOUNT** **39 CODE** **VALUE CODES AMOUNT** **40 CODE** **VALUE CODES AMOUNT** **41 CODE** **VALUE CODES AMOUNT**
02 **00080** **0** **0** **81** **0**

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/HPPS 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							
5							
6							
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18							
19							
20							
21							
22							

23 0001 PAGE 1 of 1 **CREATION DATE** **082516** **TOTALS** **17400** **00**



Z932 **A** **B** **C** **D** **E** **F** **G** **H** **EB**
0 **I** **J** **K** **L** **M** **N** **O** **P** **Q**
69 ADMIT DX **Z932** **70 PATIENT REASON DX** **a** **b** **c** **71 PPS CODE** **72** **73** **74**
74 PRINCIPAL PROCEDURE CODE **DATE** **75 OTHER PROCEDURE CODE** **DATE** **76 OTHER PROCEDURE CODE** **DATE** **77 ATTENDING NPI** **1326126301** **QUAL** **1GM77713**
77 OPERATING NPI **LAST RIMKUS** **FIRST GILBERTAS**
78 OTHER NPI **LAST** **FIRST**
79 OTHER NPI **LAST** **FIRST**
80 REMARKS **81 CC** **82** **83** **84** **85** **86** **87** **88** **89** **90**

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: 174.00
FB 06/26/16 LST STMT: BALANCE: 22.96

PROCEDURE	DESCRIPTION	COUNT	AMOUNT
4046355	HEPATIC PANEL	1	174.00

CONWAY HOSPITAL, INC CONWAY HOSPITAL, INC VAF022799696
 300 SINGLETON RIDGE RD PO BOX 829 M000175313
 CONWAY SC 295260829 CONWAY SC 29528 57 0314381070816 071016
 8433477111 8433470144

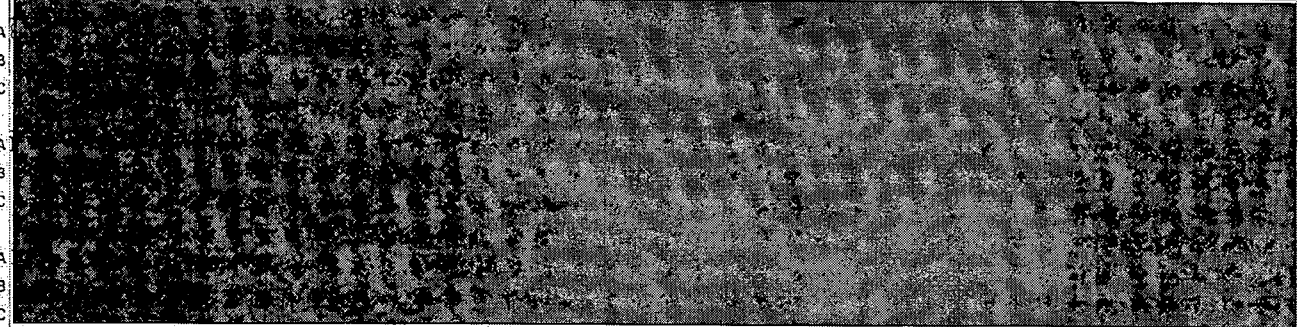
8 PATIENT NAME KNIGHT, DANIEL ERIC
 9 PATIENT ADDRESS 206 ECUM CECUM DRIVE
 CONWAY SC 29527

10 BIRTHDATE 09261974 11 SEX M 12 DATE 070816 13 HR 05 14 TYPE 3 15 SRC 1 16 D HR 14 17 STAT 01 18 80 19 C5

31 OCCURRENCE DATE 070716 32 OCCURRENCE DATE 33 OCCURRENCE DATE 34 OCCURRENCE DATE 35 OCCURRENCE DATE 36 OCCURRENCE SPAN FROM THROUGH 37 OCCURRENCE SPAN FROM THROUGH

KNIGHT, DANIEL ERIC
 206 ECUM CECUM DRIVE
 CONWAY SC 29527
 39 VALUE CODES AMOUNT 02 00080 40 VALUE CODES AMOUNT 2 81 41 VALUE CODES AMOUNT 0

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE/PPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
10119	SURG ROOM AND BOARD MONI	1653.00		2	330600		
20250	PHARMACY GENERAL			5	20675		
30258	PHARMACY IV SOLUTIONS			8	34760		
40272	MED/SURG SUPPLY STERILE			40	276300		
60278	SUTURE Z880G			2	6600		
60278	STRATTICE STOMA REIN 6X1	C1781		1	483800		
70300	VENIPUNCTURE	36415		1	2000		
80300	BASIC META PANEL	80048		1	22500		
90300	HEPATIC PANEL	80076		1	17400		
100300	CBC with AUTO DIFF	85025		1	9500		
110310	LEVEL IV SURGICAL PATH	88305		1	28400		
120360	LEVEL III 1 HR 30 MIN			1	536000		
130370	ANESTH LEVEL 1 FIRST 30			5	188500		
140636	BUPIVACAINE LIPOSOMAL 20	C9290		1	118825		
150636	ACETAMINOPHEN 100MG VIA	J0131		1	23400		
160636	SUCCINYLCHOLIN 200MG/10M	J0330		1	10709		
170636	DEXAMETH SOD PH 20MG/5ML	J1100		1	2680		
180636	HYDROMORPHONE HCL 1MG/1M	J1170		1	1900		
190636	FLRSTCK ERTAPENEM 1GM/NS	J1335		3	116518		
200636	KETOROLAC TROMETHAMINE/3	J1885		9	22500		
210636	MEPERIDINE HCL 50MG/1ML	J2175		1	1900		
220636	MIDAZOLAM HCL 2MG/2ML VI	J2250		1	1900		
PAGE 1 of 2			CREATION DATE: 082516	TOTALS			



64 K435 YZ432 Z79899 Z790 D E F G H 68
 65 ADMIT DX K435 70 PATIENT REASON DX 71 PPS CODE 0349 72 ECL a b c 26
 74 PRINCIPAL PROCEDURE CODE DATE 75 OTHER PROCEDURE CODE DATE 76 OTHER PROCEDURE CODE DATE
 ODBB0ZZ 070816 6WUF0JZ 070816 6WQF0ZZ 070816
 76 ATTENDING NPI 1326126301 LAST RIMKUS FIRST GILBERTAS
 77 OPERATING NPI 1326126301 LAST RIMKUS FIRST GILBERTAS
 78 OTHER NPI LAST FIRST
 79 OTHER NPI LAST FIRST

CONWAY HOSPITAL, INC **CONWAY HOSPITAL, INC** **VAF022799696** **4 TYPE OF BILL**
300 SINGLETON RIDGE RD **PO BOX 829** **M000175313** **0111**
CONWAY SC 295260829 **CONWAY SC 29528** **5 FED. TAX NO.** **STATEMENT COVERS PERIOD**
8433477111 **8433470144** **57 0314381070816** **071016** **7**

8 PATIENT NAME **8 PATIENT ADDRESS**
KNIGHT, DANIEL ERIC **CONWAY** **206 ECUM CECUM DRIVE** **SC 29527**

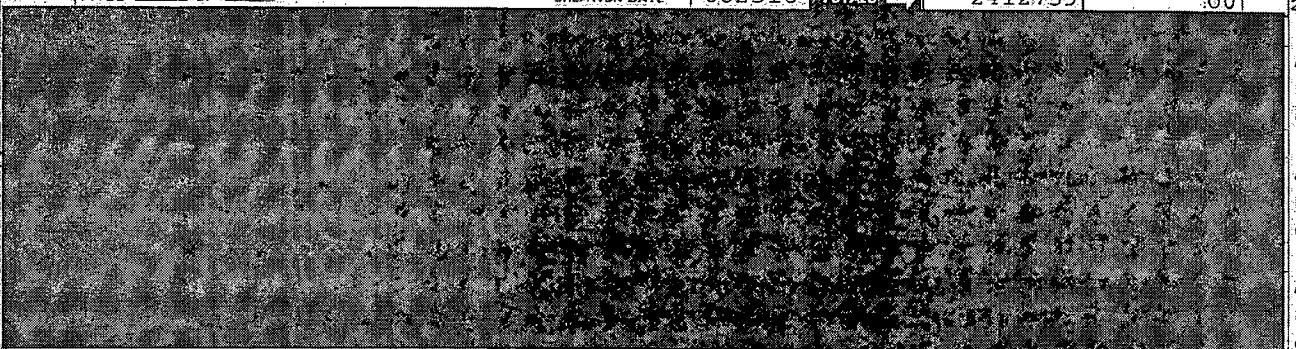
10 BIRTHDATE **11 SEX** **12 DATE** **ADMISSION** **13 BILL** **14 TYPE** **15 SPT** **16 D HR** **17 STAT** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29 ACCT STATE** **30**
09261974 **M** **070816** **05** **3** **1** **14** **01** **80** **C5**

31 OCCURRENCE DATE **32 OCCURRENCE DATE** **33 OCCURRENCE DATE** **34 OCCURRENCE DATE** **35 OCCURRENCE DATE** **36 OCCURRENCE DATE** **37**
11 070716

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**
02 **00080** **2** **81** **0**

42 REV. CO.	43 DESCRIPTION	44 HCPCS / RATE/PPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
10636	MORPHINE SUL 4MG/ML SYR	J2270		1	1900		
20636	ONDANSETRON HCL 2MG/ML V	J2405		1	2500		
30636	PROPOFOL 10MG/ML 20ML VI	J2704		1	2890		
40636	NEOSTIGMINE METH 1MG/IML	J2710		1	2500		
50636	PENTENYL CITRATE INJ 50M	J3010		1	1900		
60637	SELF ADMINISTERED DRUGS	A9270GY		14	17102		
70710	RECOVERY ROOM 46-60 MIN			1	126600		
230001	PAGE 2 OF 2		CREATION DATE 082516	TOTALS	2412759		00



K435 **Y2432** **Z79899** **Z791** **D** **E** **F** **G** **H** **GR**
0 **I** **J** **K** **L** **M** **N** **O** **P** **Q**

88 ADMIT OX **K435** **70 PATIENT REASON OX** **A** **B** **C** **71 PPS CODE** **0349** **72 FCI** **a** **b** **c** **26**

74 PRINCIPAL PROCEDURE CODE **DATE** **OTHER PROCEDURE CODE** **DATE** **OTHER PROCEDURE CODE** **DATE** **75**
0DBB0ZZ **070816** **0WUFOJZ** **070816** **0WQFOZZ** **070816**

76 ATTENDING **NPI1326126301** **QUAL** **1GM77713**
LAST RIMKUS **FIRST GILBERTAS**

77 OPERATING **NPI1326126301** **QUAL** **1GM77713**
LAST RIMKUS **FIRST GILBERTAS**

80 REMARKS **B1CC** **a** **b** **c** **d** **78 OTHER** **SPI** **QUAL** **79 OTHER** **NPI** **QUAL**
LAST **FIRST** **LAST** **FIRST**

V00006933263 KNIGHT, DANIEL ERIC

ACCT: V00006933263
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: 07/08/16 UR CHG: 0
IP DISCHARGE: 07/10/16 AR CHG: 24127.59
FB 07/15/16 LST STMT: BALANCE: 258.35

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 HCL 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	SUCCINYLBCHOLIN 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

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 MM DD YY 09 26 1974 M <input checked="" type="checkbox"/> F <input type="checkbox"/>	
5. PATIENT'S ADDRESS (No., Street) 206 ECUM SECUM PL		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
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) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO SC c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO 10d. RESERVED FOR LOCAL USE	
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. 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	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE NO ORDERED OR REFERRED SERV		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. RESERVED FOR LOCAL USE		20. OUTSIDE LAB? \$CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. S13.4XXA B. S20.219A C. S30.1XXA D. V43.01XA		22. RESUBMISSION CODE ORIGINAL REF. NO.	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY 04 27 16 04 27 16		23. PRIOR AUTHORIZATION NUMBER	
B. Place of Service EMG	C. PROCEDURES, SERVICES, OR SUPPLIES. (Explain Unusual Circumstances) CPT/HCPCS MODIFIER 99285	E. DIAGNOSIS POINTER ABCD	F. \$ CHARGES 700.00
G. DAYS OR UNITS 1	H. EPSDT Family Plan	I. ID. QUAL NPI	J. RENDERING PROVIDER ID # 1942206826
25. FEDERAL TAX I.D. NUMBER SSN EIN 208817905 <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. 0057594442	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 700.00	
29. AMOUNT PAID \$ 185.50		30. Rsv'd 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 SIGNED SOF DATE 08/07/16		32. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER 300 SINGLETON RIDGE RD CONWAY, SC 29526-9142 #1134172000	
33. BILLING PROVIDER INFO & PH # (800) 225-0953 CONWAY HOSPITAL EMER PROF SVC PO BOX 258870 OKLAHOMA CITY, OK 73125-8870 #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
0057905328

STATEMENT DATE
9/13/16

TAX I.D. NO.
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

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

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.

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

Srcv. 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	DEPRICK, 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	DEPRICK, 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



TOTAL BALANCE: \$2,653.20
Print Date: 06/20/2016

Clinical Pathology Consultants



APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA:

PICA

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 M 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) 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

b. EMPLOYMENT? (Current or Previous)
 YES NO

b. AUTO ACCIDENT?
 YES NO PLACE (State)

c. OTHER ACCIDENT?
 YES NO

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

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 governmental 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
MM DD YY
QUAL

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
DR. MATTHEW DESALVO

17b. NPI **1942206826**

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Refer to A-I to service line below (24E). ICD-10: **0**

A. **S13.4XXA** B. **S20.219A** C. **S30.1XXA** D. **S60.519A**
E. **LR51** F. **V49.40XA** G. **Y92.410** H. I. K.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER
42D0251723

	A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURE, SERVICE, OR SUPPLIES		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OF UNITS	H. EPICUT Family Pkg	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
	From MM DD YY	To MM DD YY			CPTRHCPCS	MODIFIER						
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	6.00	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

24. FEDERAL TAX I.D. NUMBER **570514574** SSN FIN X

25. PATIENT'S ACCOUNT NO. **324362B**

27. ACCEPT ASSIGNMENT? YES NO

28. TOTAL CHARGE \$ **65.30**

29. AMOUNT PAID \$ **0.00**

30. Reval for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse only to this bill and are made a part thereof.)
D M WILSON MD

SIGNED **06222016** DATE

32. SERVICE FACILITY LOCATION INFORMATION
**CONWAY MEDICAL CENTER ER
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**

PHYSICIAN OR SUPPLIER INFORMATION



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 09261974		SEX M <input checked="" type="checkbox"/> F <input type="checkbox"/>
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 <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (State) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
d. INSURANCE PLAN NAME OR PROGRAM NAME		10a. 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 MM DD YY QUAL		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DR MATTHEW DESALVO		17a. NPI	16. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		17b. NPI 1942206826	20. OUTSIDE LAB? \$ CHARGES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E)) A. S13.4XXA B. S20.219A C. S30.1XXA D. S60.519A E. LR51 F. V49.40XA G. Y92.410 H. I. J. K. L. ICD Ind. 0				22. RESUBMISSION CODE ORIGINAL REF. NO.
23. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. CPT/HCPCS D. PROCEDURES, SERVICES, OR SUPPLIES (Exclude Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS CR UNITS H. EPSCD Family Pen I. ID. QUAL J. RENDERING PROVIDER ID. #				23. PRIOR AUTHORIZATION NUMBER 42D0251723
1	04272016	04272016	23	85025 26 ABCD 11.50 1 NPI 1427041284
2				
3				
4				
5				
6				
25. FEDERAL TAX I.D. NUMBER 570514574		SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. 324362B	27. ACCEPT ASSIGNMENT? (For some claims, see 11a) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
28. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER ER 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142		29. TOTAL CHARGE \$ 11.50		29. AMOUNT PAID \$ 0.00
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on this invoice apply to this bill and are made in good faith.) D.M WILSON MD.		32. BILLING PROVIDER INFO & PH # (8433477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599		30. Resvd for NUCC Use
SIGNED 06222016		DATE 06222016		a. 1134172000 b. 1265483903

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



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: **09/26/1974** SEX: M 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):

a. OTHER INSURED'S POLICY OR GROUP NUMBER:

b. RESERVED FOR NUCC USE:

c. RESERVED FOR NUCC USE:

d. RESERVED FOR NUCC USE:

8. RESERVED FOR NUCC USE:

10. IS PATIENT'S CONDITION RELATED TO:

a. EMPLOYMENT? (Current or Previous) YES NO

b. AUTO ACCIDENT? YES NO PLACE (State):

c. OTHER ACCIDENT? YES NO

10d. CLAIM CODES (Designated by NUCC):

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: **06/21/2016**

14. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (LMP): MM DD YY QUAL: 15. OTHER DATE: MM DD YY QUAL:

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: **DR. GILBERTAS RIMKUS**

17a. 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))

A. **S36.438A** B. **K65.8** C. **S27.329A** D. **J96.01**

E. F. G. H. I. J. K. L.

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

	From MM DD YY	To MM DD YY	PLACE OF SERVICE	EMG	CPT/HCPCS	MODIFIER	DIAGNOSIS POINTER	\$ CHARGES	G. LVS OF UNITS	H. EP201 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 ID. NUMBER: **570514574** 26. PATIENT'S ACCOUNT NO.: **337543A**

27. ACCEPT ASSIGNMENT? 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 in good faith): **MATTHEW BERNSTEIN MD** DATE: **06/21/2016**

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 PO BOX 1599 CONWAY, SC 29528-1599**

PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION
CARRIER



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 09 26 1974** SEX: M F

5. PATIENT'S ADDRESS (No., Street): **206 ECUM SECUM DR**

CITY: **CONWAY** STATE: **SC**

ZIP CODE: **29527** TELEPHONE (Include Area Code): **(330) 195830**

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 NO

b. AUTO ACCIDENT? YES NO PLACE (State):

c. OTHER ACCIDENT? YES NO

10d. CLAIM CODES (Designated by NUCC):

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: **QUAL**

15. OTHER DATE: **MM DD YY** QUAL: **QUAL**

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION: FROM **MM DD YY** TO **MM DD YY**

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: **DR GILBERTAS RIMKUS**

17a. **17b. NPI 1326126301**

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES: FROM **MM DD YY 05152016** TO **MM DD YY 05202016**

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)

A. **S36.409A** B. **K65.0** C. **L** D. **L**

E. **L** F. **L** G. **L** H. **L**

I. **L** J. **L** K. **L** L. **L**

22. RESUBMISSION CODE: ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER: **42D0251723**

24. A. DATE(S) OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Flag/Ref	I. ID. QUAL	J. RENDERING PROVIDER ID. #
1. From MM DD YY 05152016 To MM DD YY 05152016	21		88307 25	AB	396.00	1		NPI	1427041284
2.								NPI	
3.								NPI	
4.								NPI	
5.								NPI	
6.								NPI	

25. FEDERAL TAX ID NUMBER: **570514574** SSN EIN:

26. PATIENT'S ACCOUNT NO.: **328730B**

27. ACCEPT ASSIGNMENT? YES NO

28. TOTAL CHARGE: **\$ 396.00** 29. AMOUNT PAID: **\$ 0.00**

30. Prov for NUCC Use:

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS. (I certify that the statements on the person apply to this bill and am made a part thereof.)

D M WILSON MD SIGNED: **06222016** DATE:

32. SERVICE FACILITY LOCATION INFORMATION: **CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142**

33. BILLING PROVIDER INFO & PH # **(843) 3477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599**

a. **1134172000** b. **1265483903**

PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION
CARRIER



APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

FICA

FICA

2. PATIENT'S NAME (Last Name, First Name, Middle Initial) KNIGHT, DANIEL E		3. PATIENT'S BIRTH DATE MM DD YY 09261974		SEX M <input checked="" type="checkbox"/> F <input type="checkbox"/>						
5. PATIENT'S ADDRESS (No. Street) 206 ECUM SECUM DR										
CITY CONWAY		STATE SC		4. RESERVED FOR NUCC USE						
ZIP CODE 29527		TELEPHONE (Include Area Code) (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		3. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)								
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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: SIGNATURE ON FILE DATE: 06212016										
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY						
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DR GILBERTAS RIMKUS		17a. NPI 1326126301		16. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY 05152016 05292016						
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)										
20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES										
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY - Relate A-L to service line below (24E) A. S36.438A B. K65.8 C. S27.329A D. J96.01										
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 EMG	C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OF UNITS	H. ICD-9-CM PER	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 ID. NUMBER 570514574		SSN EIN	25. PATIENT'S ACCOUNT NO. 337543A		27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 52.80		29. AMOUNT PAID \$ 0.00	30. Revis for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to the bill and are true & accurate.) MATTHEW BERNSTEIN MD DATE: 06212016			32. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142			33. BILLING PROVIDER INFO & PH# (843)3477144 CLINICAL PATHOLOGY CONSULTANTS PO BOX 1599 CONWAY, SC 29528-1599				
SIGNED		DATE		a. 1134172000	b.		a. 1265483903		b.	

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PATIENT AND INSURED INFORMATION

PHYSICIAN OF SUPPLIER INFORMATION

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)
KNIGHT, DANIEL E

3. PATIENT'S BIRTH DATE
09261974 SEX M 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)

8. OTHER INSURED'S POLICY OR GROUP NUMBER

6. RESERVED FOR NUCC USE

C. RESERVED FOR NUCC USE

10. INSURANCE PLAN NAME OR PROGRAM NAME

10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous) YES NO
b. AUTO ACCIDENT? YES NO PLACE (State)
c. OTHER ACCIDENT? YES NO

10J. 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 QUAL. 15. OTHER DATE MM DD YY QUAL.

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
DR GILBERTAS RIMKUS

17a. NPI **1326126301**

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E))
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
FROM MM DD YY TO MM DD YY

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM **05152016** TO **05292016**

20. OUTSIDE LAB? YES NO \$ CHARGES

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER
42D0251723

	A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. PRIORITY (Priority/Non-Priority)	I. ID. QUAL	J. RENDERING PROVIDER ID. #
	From MM DD YY	To MM DD YY			CPT/HCPCS	MODIFIER						
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 **570514574** SSN EIN

26. PATIENT'S ACCOUNT NO. **337552A**

27. ACCEPT ASSIGNMENT? (For Gov. Claims Only) YES NO

28. TOTAL CHARGE \$ **80.30** 29. AMOUNT PAID \$ **0.00** 30. Payor for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (If entity met the statements on the reverse, apply to this bill and sign inside a box thereon.)
D M WILSON MD 06212016

32. SERVICE FACILITY LOCATION INFORMATION
CONWAY MEDICAL CENTER INPT
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-9142

33. BILLING PROVIDER INFO & PH # **(843)3477144**
CLINICAL PATHOLOGY CONSULTANTS
P O BOX 1599
CONWAY, SC 29528-1599

SIGNED **a.1134172000** DATE **b.1265483903**



APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

FICA

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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 09 26 1974		SEX M <input checked="" type="checkbox"/> F <input type="checkbox"/>
5. PATIENT'S ADDRESS (No. Street) 206 ECUM SECUM DR.				
CITY CONWAY		STATE SC	A. RESERVED FOR NUCC USE	
ZIP CODE 29527	TELEPHONE (Include Area Code) (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) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (Specify) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
d. INSURANCE PLAN NAME OR PROGRAM NAME		10c. 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 FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN GILBERTAS RIMKUS	17a. NPI 1326126301	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY 05152016 to 05292016
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. S36.438A B. K65.9 C. S27.329A D. J96.01		22. RESUBMISSION CODE ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER 42D0251723		

1	24. A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. SERVICE	D. PROCEDURES, SERVICES, OR SUPPLIER (Explain Unusual Circumstances) ICD Mod. 0	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS ON LIMITS	H. EQUIP Party Prio.	I. ID. QUAL	J. RENDERING PROVIDER ID. #
	From MM DD YY	To MM DD YY									
1	05232016	05232016	21	82803	25	ABCD	27.50	1		NPI	1427041284
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX ID. NUMBER 570514574	25N. EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. 337552A	27. ACCEPT ASSIGNMENT? (For gov. claims only) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 27.50	29. AMOUNT PAID \$ 0.00	30. Reserved for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (Verify that the statements on the reverse apply to this bill and do not need to print thereof.) D W WILSON MD		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		
SIGNED DATE: 06212016		a. 1134172000 b.		a. 1265483903 b.		



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: 09 26 1974 **SEX**: M 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) 195830

8. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:
 a. EMPLOYMENT? (Current or Previous) YES NO
 b. AUTO ACCIDENT? YES NO **PLACE (State)**:
 c. OTHER ACCIDENT? YES NO

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 prior to myself or to the party who accepts assignment below.
 SIGNED: **SIGNATURE ON FILE** DATE: 06212016

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (UMP) MM DD YY: QUAL: **15. OTHER DATE** MM DD YY: QUAL:

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
DN GILBERTAS RIMKUS **17a. ICD**: **17b. NPI**: 1326126301

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM MM DD YY: 05 15 2016 TO MM DD YY: 05 29 2016

20. OUTSIDE LAB? YES NO **\$ CHARGES**:

22. RESUBMISSION CODE **ORIGINAL REF. NO.**
42D0251723

23. PRIOR AUTHORIZATION NUMBER
42D0251723

1	24. A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. \$300 FEE/ PAY	I. ID. ORIAL	J. RENDERING PROVIDER ID. #
	From MM DD YY	To MM DD YY			OPT/HCPCS	MODIFIER						
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: 570514574 **26. PATIENT'S ACCOUNT NO.**: 337543A **27. ACCEPT ASSIGNMENT?** YES NO

28. TOTAL CHARGE: \$ 50.50 **29. AMOUNT PAID**: \$ 0.00 **30. Filed for NUCC Use**

31. SIGNATURE OF PHYSICIAN OR SUPPLIER
 INCLUDING DEGREES OR CREDENTIALS
 (Certify that the statements on the reverse apply to this bill and are not a part of a contract.)
 MATTHEW BERKSTEIN MD
 06212016

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
 PO BOX 1599
 CONWAY, SC 29528-1599

SIGNED: DATE: 1134172000 **a. 1265483903** **b.**

PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION



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 F

5. PATIENT'S ADDRESS (No. Street)
206 ECUM SECUM DR.

CITY **CONWAY** STATE **SC**

ZIP CODE **29527** TELEPHONE (Include Area Code) **(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
 b. EMPLOYMENT? (Current or Previous) YES NO
 c. AUTO ACCIDENT? YES NO PLACE (State) _____
 d. OTHER ACCIDENT? YES NO
 10d. CLAIM CODES (Designated by NUCC)

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 MM DD YY QUAL.

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE **DR GILBERTAS RIMKUS** 17a. NPI **1326126301**

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY **05152016** TO **05292016**

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (2-15) ICD-10: **0**

A. **S36.438A** B. **K65.8** C. **S27.329A** D. **J96.01**

22. RESUBMISSION CODE ORIGINAL REF. NO. **42D0251723**

23. PRIOR AUTHORIZATION NUMBER

1	24. A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMO	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS CR UNITS	H. REPORT FREQ PRN	I. TO QUAL	J. RENDERING PROVIDER ID #
	From MM DD YY	To MM DD YY			OPT/H/PCS	MODIFIER						
1	05162016	05162016	21		80048	26	ABCD	8.00	1		NPI	1679700504
2	05152016	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** 26. PATIENT'S ACCOUNT NO **337548A** 27. ACCEPT ASSIGNMENT? YES NO

28. TOTAL CHARGE \$ **66.50** 29. AMOUNT PAID \$ **0.00** 30. Paid for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER (including degrees or credentials) (Certify that the statements on the reverse apply to this bill and are made a part thereof.)
R K ALLEN MD 06212016

32. SERVICE FACILITY LOCATION INFORMATION
CONWAY MEDICAL CENTER INPT
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-9142

33. BILLING PROVIDER INFO & FH # **8433477144**
CLINICAL PATHOLOGY CONSULTANTS
P O BOX 1599
CONWAY, SC 29528-1599

SIGNED: _____ DATE: _____ a. **1134172000** b. **1265483903**



APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

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PATIENT AND INSURED INFORMATION

CARRIER

PHYSICIAN OR SUPPLIER 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 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)195830**

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous) YES NO
b. AUTO ACCIDENT? YES NO PLACE (State)
c. OTHER ACCIDENT? YES NO
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 governmental 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 MM DD YY QUAL.
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. NAME **DR. GILBERTAS RIMKUS** 17b. NPI **1326126301**

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY **05152016** TO **05292016**

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)
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	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Specify Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. REF. PARTY	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
05212016 05212016	21		83735 26	ABCD	11.50	1		NPI	1679700504
05212016 05212016	21		84100 26	ABCD	4.60	1		NPI	1679700504
05222016 05222016	21		80053 26	ABCD	16.00	1		NPI	1679700504
05222016 05222016	21		84100 26	ABCD	4.60	1		NPI	1679700504
05222016 05222016	21		83735 26	ABCD	11.50	1		NPI	1679700504
05222016 05222016	21		85025 26	ABCD	11.50	1		NPI	1679700504

25. FEDERAL TAX I.D. NUMBER **570514574** SSN EIN

26. PATIENT'S ACCOUNT NO. **337548A** 27. ACCEPT ASSIGNMENT? YES NO

28. TOTAL CHARGE \$ **59.70** 29. AMOUNT PAID \$ **0.00** 30. Rev'd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (If entity, list the statements on the reverse apply to this bill and are made a part thereof.)
R K ALLEN MD 06212016

32. SERVICE FACILITY LOCATION INFORMATION
**CONWAY MEDICAL CENTER INPT
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-9142**

33. BILLING PROVIDER INFO & PH # **(843)3477144
CLINICAL PATHOLOGY CONSULTANTS
P O BOX 1599
CONWAY, SC 29528-1599**

SIGNED **1134172000** DATE **1265483903**



APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

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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 <input checked="" type="checkbox"/> F <input type="checkbox"/>							
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		b. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
b. RESERVED FOR NUCC USE		h. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
c. RESERVED FOR NUCC USE		i. PLACE (State)									
d. INSURANCE PLAN NAME OR PROGRAM NAME		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
10d. CLAIM CODES (Designated by NUCC)											
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		15. OTHER DATE MM DD YY		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY							
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DR GILBERTAS RIMKUS		17a. NPI 1326126301		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY 05152016 TO 05292016							
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Refer A-L to service line below (24E)) A. S36.438A B. K65.8 C. S27.329A D. J96.01											
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. EPSTU Party PM	I. ID. QUANT.	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 570514574		26. PATIENT'S ACCOUNT NO. 337548A		27. ACCEPT ASSIGNMENT? (For 301, 310, 310, 310) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 43.60		29. AMOUNT PAID \$ 0.00		30. Ref: for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER: INCLUDING DEGREE(S) OR CREDENTIALS. (I certify that the statements on the reverse apply to this bill and are a true & part thereof.) R K ALLEN MD		32. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER INPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142		33. BILLING PROVIDER INFO & FH # (843)3477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599		a. 1134172000		b. 1265483903		c. 06212016	

PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION



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 09261974 M <input checked="" type="checkbox"/> F <input type="checkbox"/>	
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) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (Street) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
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 in the party who accepts assignment below. SIGNATURE ON FILE DATE 06212016			
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DR GILBERTAS RIMKUS		17a. NPI 1326126301	
18. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (2-5)) A. Z51.81 B. D64.9 C. Z79.2 D. ICD 10: 0		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMB D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER		22. RESUBMISSION CODE ORIGINAL REF. NO.	
25. FEDERAL TAX I.D. NUMBER 570514574 SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		23. PRIOR AUTHORIZATION NUMBER 42D0251723	
26. PATIENT'S ACCOUNT NO. 337071B		27. ACCEPT ASSIGNMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
28. TOTAL CHARGE \$ 27.50		29. AMOUNT PAID \$ 0.00	
30. Rsvd for NUCC Use		31. BILLING PROVIDER INFO & PH # (843)3477144	
32. SERVICE FACILITY LOCATION INFORMATION CONWAY MEDICAL CENTER OUTPT 300 SINGLETON RIDGE ROAD CONWAY, SC 29526-9142		33. BILLING PROVIDER INFO & PH # (843)3477144 CLINICAL PATHOLOGY CONSULTANTS P O BOX 1599 CONWAY, SC 29528-1599	
34. BILLING PROVIDER INFO & PH # (843)3477144		35. BILLING PROVIDER INFO & PH # (843)3477144	

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

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	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

Unapproved Bill Insurance Bill Insurance Bill Insurance

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	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

Unbilled Bill Insurance Insurance Bill

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	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

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	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		34	06/22/2016	142209
	83605		Y	Y	4/27/2016	WILSCL	324362	\$20.60	\$18.20	\$2.40		34	06/22/2016	142209
	85025		Y	Y	4/27/2016	WILSCL	324362	\$11.50	\$10.30	\$1.20		34	06/22/2016	142209
Grand Total:								\$1,216.80	\$1,152.70	\$64.10	\$64.10			

Record on Appeal 0391

U - Unbilled I - Bill Insurance B - Insurance Billed

Conway Employee Pharmacy

MEDICAL EXPENSES

BGN DTE:05/21/2016 END DTE:04/10/2017

FOR: KNIGHT, ERIC
CARE OF: ERIC - ELIZABETHS HUSBAND
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

Table with columns: DATE, RX# N/R, DRUG (ITEM) NAME NDC#, QTY MFG# D/S, PRESCRIBER DEA#, PRICE, PR, TYPE, GEN, IND. Contains multiple rows of medication prescriptions including OXYCODONE HCL, FLUOXETINE HCL, and FLUCONAZOLE.

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) 234-8827

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, R5381,	05/25/2016	06/22/2016	TRANSFERIN		HAFEZ HAYEK	\$-7.05		\$7.05	

EAF1FC36DF4940A69001, KNIGHT, 21

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
							STANDING	\$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
							STANDING	\$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
							STANDING	\$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		

EAF1FC36DF4940A69001, KNIGHT, 22

							ONLY)			
120741	99291	J9600, R5381, K631, J9589	06/19/2016	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
Claim ID 120661							TSTANDING	\$0.00	\$0.00	\$22.35
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
Claim ID 106608							TSTANDING	\$0.00	\$0.00	\$21.00
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
Claim ID 106608							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
Claim ID 106608							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	MCM/ISA		RACHEL COLLINS			\$-20.00
								OUTSTANDING	\$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	MCM/ISA		RACHEL COLLINS			\$-20.00
								OUTSTANDING	\$0.00	\$0.00	\$0.00
Claim ID 141263											
141263	99214	K631, R0902, I859, E320	06/03/2016	07/08/2016	CHARGE	99214		RACHEL COLLINS	\$152.92		

62B273A6533C4C1F9877, KNIGHT, 9

		ISSU				PROVIDER				
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	\$-92.82		
141263	99214	K631, R0902, I959, F330	06/03/2016	07/27/2016	TRANSFER IN		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	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

***** INSTANT BILL ***** ACCT:63659 DATE:06/11/16 PAGE 1 OF 12

ASSOCIATES IN SURGERY, PC LAST PAYMENT YTD PAY
 P O BOX 1860
 CONWAY, SC 29528-1860 06/28/16 \$1198.50 \$3186.66

OFFICE PH:843-347-7291 HOME PH:330-719-5030 BUSINESS PH:
 EXT:

PAT NAME APPOINTMENT
 MR. DANIEL E. KNIGHT DK. DANIEL E. KNIGHT
 206 EDUM SECUM DR
 CONWAY, SC 29527

DIAGNOSIS

1-298.89 POST OP VISIT 5-K43.0 HERNIA INC VENTRAL W/OBST
 2-276.89
 3-282.89
 4-K63.1 PERFORATION INTESTINE (NO

NUM DOCTOR TAX ID
 2-MICHAEL H. ELLIS, M.D. 570849570
 3-PAUL L. SASSER, M.D. 57-0849570
 10-GILBERTAS RIMMUS, M.D. 57-0849570

DATE	DR	PAT	DIAGNOSIS	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
06/15/16	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	3	DK	-3	00001		CHARGE MEDICAL	48.84		48.84
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#:11037									
07/06/16	10	DK	-1	99024		*POST-OP OFFIC	0.00		0.00
07/09/16	10	DK	-4	44120 78		ENTERECTOMY RE	1760.00		1760.00
07/09/16	10	DK	-4	44620 78		COLOSTOMY CLOS	1425.00		3185.00
07/09/16	10	DK	-5	49560 7989		VENTRAL-INCISE	1400.00		4585.00
07/09/16	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

***** INSTANT BILL ***** ACCT: 63858 DATE: 02/11/16 PAGE 2 OF 2

ASSOCIATES IN SURGERY, PA
P O BOX 1880
CONWAY, SC 29528-1880
LAST PAYMENT
08/08/16 \$1198.50
YTD PAY
\$3188.66

OFFICE PH: 843-347-7291 HOME PH: 330-719-5830 BUSINESS PH:
EXT:

PAT NAME APPOINTMENT
MR. DANIEL E. KNIGHT DR DANIEL E. KNIGHT
206 ECUH SECUM DR
CONWAY, SC 29527

DIAGNOSTIC

1-298.89 POST OP VISIT

NUM DOCTOR TAX ID
10 GILBERTAS RIMKUS, M.D. 57-2649570

DATE	DR	PAT	DIAGNOSTIC	TCODE	MOD	CHARGE	CREDIT	BALANCE
05/01/16	10	DK		2P			1891.25	3122.75
** APPLIES TO CHARGES ON: 07/06/16								
08/01/16-	10	DK		2C			2789.00	333.75
07/06/16								
08/02/16	10	DK	-1	99024		0.00		333.75
08/08/16	10	DK		2P			1198.50	-864.75
** APPLIES TO CHARGES ON: 05/15/16								
08/08/16-	10	DK		2C			636.00	-1500.75
05/15/16								

REF PHYS : COLLINS, RACHEL TAX ID: _____
MESSAGES REF STATE: SC LIC # 18115 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 11/15/16 \$146.91	YTD PAY \$0.00
---	-----------------------------------	-------------------

OFFICE PH:643-347-7291 HOME PH:330-719-5830 BUSINESS PH:
EXT:

PAT NAME MR. DANIEL E. KNIGHT 205 ECLIPSE DR CONWAY, SC 29527	APPOINTMENT DR. DANIEL E. KNIGHT
--	-------------------------------------

DIAGNOSIS

- 1-798.89 POST OP VISIT
- 2-702.9

NUM DOCTOR	TAX ID
3 PAUL L. SASSER, M.D. 57-0849570	
10 GILBERTAS RINKUS, M.D. 57-0849570	

DATE	DR/PAT	DIAGNOSIS	ICD9E	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
08/08/16	10 DK		20				1198.50	-1198.50
** APPLIES TO CHARGES ON: 05/15/16 CH								
08/08/16	10 DK		20				535.00	-1834.50
05/15/16								
08/11/16	10 DK	-1	99024		*POST-OP OFFIC	0.00		-1834.50
08/25/16	3 DK	-2	00001		CHARGE MEDICAL	63.75		-1770.75
08/23/16								
08/25/16	3 DK	-2	TAX		SALES TAX	4.23		-1766.52
08/25/16	3 DK		91P		PAYMENT FOR ME		87.98	-1834.50
** APPLIES TO CHARGES ON: 08/23/16 CHK#:11357								
11/15/16	10 DK		11P		PAYMENT BY CHE		321.09	-2155.59
** APPLIES TO CHARGES ON: 07/06/16 CHK#:7901								
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		800		UNCOLLECTIBLE		12.66	-2315.16
11/15/16	3 DK		800		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.

<input type="checkbox"/> CARD NUMBER	<input type="checkbox"/> VISA	<input type="checkbox"/> M/C	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMEX
SBC CODE		EXP. DATE		
NAME ON CARD (PLEASE PRINT)		SIGNATURE		
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			
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#			

*Oct. 12, 2016, 10:36AM Resource One ACCT: 4489

DATE: 10/12/16 No. 7889 P. 3 OF 1

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:

PAT NAME APPOINTMENT

DANIEL E. KNIGHT
206 ECUM CECUM DRIVE
CONWAY, SC 29527

DK DANIEL E. KNIGHT

DIAGNOSIS

1-K63.1

NUM DOCTOR TAX ID

3 IHOR V MELNYTSKY MD 57-0835798

DATE	DR	PAT	DIAG	PTRS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
05/15/16	3	DK	-1		00840	QK	SERVICES (DAYS/UNITS = 8)	1540.00		1540.00
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:

DANIEL KNIGHT
206 ECUM CECUM DRIVE
CONWAY, SC 29527

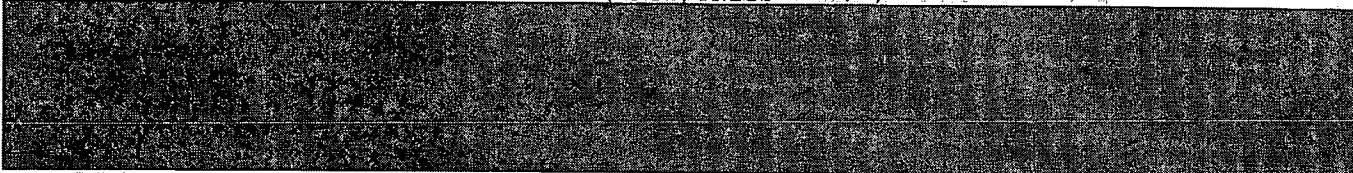
PAT NAME APPOINTMENT
DK DANIEL KNIGHT

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	OK	SERVICES (DAYS/UNITS = 6)	1320.00		1320.00



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

P
PATIENT STATEMENT

ACCOUNT NUMBER	STATEMENT DATE
60458006/421	04/12/17

60458006-421-1824

**FOR PROPER POSTING
PLEASE WRITE IN CHECK
NUMBER AND AMOUNT PAID**

CHECK NUMBER	PAYMENT AMOUNT

**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 INQUIRIES: 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		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	
				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 169506202R09.02	99233	SUBSEQUENT HOSPITAL CARE - 99233	BUDHOO MD, DAVID J	249.00	
				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

**FOR PROPER POSTING
PLEASE WRITE IN CHECK
NUMBER AND AMOUNT PAID** →

CHECK NUMBER | **PAYMENT AMOUNT**

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 INQUIRIES: 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	99232	SUBSEQUENT HOSPITAL CARE - 99232	MEXAS DO, NICHOLAS C	145.98 343.68 169.00	
169506205R09.02				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

Present Information

Ship To: DANIEL ERIC KNIGHT
206 ECUM SECUM PL
CONWAY, SC 295276971

Phone: (330) 719-5830

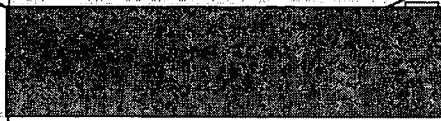
Diagnosis: R53.81;R53.82

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:



9258816

Order# 9805365

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:

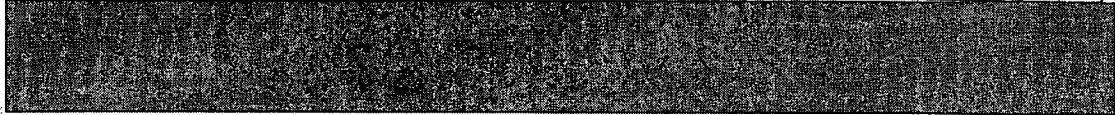
Item #:

Asset Tag:

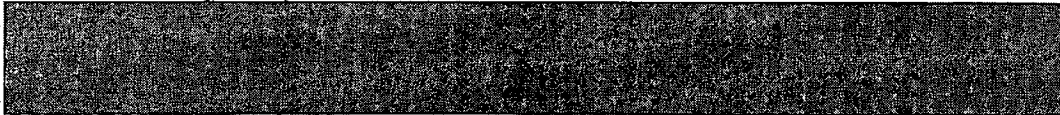
S/N:

Additional Instructions

Branch Notes:



Allergies:



Patient Acknowledgements

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

Byrum Healthcare Centers



3010 WOODCREEK DRIVE
SUITE A
DOWNS 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

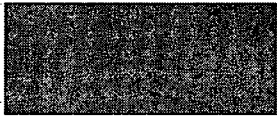
CONWAY SC 29527

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:



Invoice Subtotal: \$ 454.34
Tax: \$ 0.00
Freight: \$ 0.00



PLEASE DISREGARD BILL IF YOU HAVE RECENTLY SUBMITTED PAYMENT



Date :06/03/2016
Invoice# :21055374
Amount Due :\$ 63.93



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: _____