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THE STATE OF SOUTH CAROLINA
In the Supreme Court

S.C. SUPREME COURT

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Opinion No. 2018-UP-242 (S.C. Ct. App. filed June 13, 2018)

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

v.

Andrew Marshall and Linda Marshall,.....Petitioners,

APPENDIX VOLUME II

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1 reasonable care to warn of any change in condition of the
2 premises which may be dangerous and which he may
3 reasonably be able or expected to discover. So how does
4 that mesh? How can you say legally that you have a duty
5 to warn of something that you may reasonably be able --
6 expected to discover, but there's no duty to inspect,
7 there's no duty to search out defects? It doesn't seem
8 like it meshes. I'm just giving you a personal opinion.

9 I have an irrigation, a sprinkler system in the yard.
10 One of the pipes broke and water was going underneath.
11 Obviously, it was buried underneath and it eroded all the
12 soil underneath. And as a result of that, all of a
13 sudden, the top grass and everything caved in and it was a
14 fairly decent hole where it just all eroded out. Now,
15 that was a change in condition. My property wasn't like
16 that before. It changed. Now, it was in my front yard.
17 It wasn't directly on the driveway. It was probably 20
18 feet away. So I was walking down one day, if I willfully
19 disregarded, if I turned a blind eye, if I didn't use
20 ordinary prudence like a reasonable person would to
21 discover that, if you would find that I was not reasonable
22 in discovering that hole where it was visible, it was
23 close to it, and it was a change in condition and I had a
24 party, one of you came over and fell in the hole or one of
25 your kids came over, was playing and fell in the hole, got

1 injured, I would be responsible. That's what that means.

2 There is no evidence -- in fact, the testimony is
3 exactly contrary. Mr. Abatta, their own expert said
4 walking around this deck, getting on top of this deck,
5 getting underneath the deck, you would not have known of
6 the water issue, of the rotted wood. It was completely
7 concealed. His sole argument is well, the deck was in
8 general disrepair with popped nails and rotting areas.

9 And you'll -- like they said, you'll get all the
10 photographs, but I just have some here. I mean, they --
11 that's the edge of the deck where the band joist is.
12 You'll have that back there. There's no wood rot there
13 (indicating). There's the deck's -- the surface of the
14 deck. No cracks. No holes. It's not split in part.
15 It's weathered, true. It's weathered. You'll see where
16 the band joists. We'll discuss that in a little bit. But
17 you'll see pictures where, essentially, aside from some
18 post falling off and the stairs cracking when it obviously
19 collapsed, the entire deck is intact. The deck was so
20 sound when it fell that the entire frame survived the fall
21 and none of that stuff came apart. And they're trying to
22 point to these little things and say well, look at that
23 popping nail. Isn't that evidence of water damage? Yeah,
24 could be evidence of water damage. Could be evidence,
25 just like Mr. Abatta said, where the deck fell and caused

1 it.

2 I mean, everybody's testimony that's been on this
3 deck before the fall said there was nothing that would
4 cause any concern. If this deck was in such horribly
5 rotten condition, any of these Plaintiffs that were there
6 beforehand could have said that. Mr. Reyes was,
7 apparently, living there most of the time with his
8 girlfriend. He didn't say anything about, you know, I was
9 on the deck one time and they should have done some work
10 on it. It just looked bad.

11 Now, mind you, everybody keeps saying that
12 Mr. Marshall has a higher duty because he has a business
13 license -- or a builder's license that he got in the 80's.
14 They didn't ask Mr. Marshall one question about what he,
15 actually, knew. They didn't ask him if he knew how to
16 identify water damage that was concealed. They didn't ask
17 him if he had any experience in construction. He
18 testified that he's done a couple decks through
19 subcontractors. He testified that's never designed or
20 built a deck. He testified that, basically, the vast
21 majority of the work he's done is through subcontractors.
22 Would he be liable if the subcontractor messed up?
23 Certainly. Is that at issue in this case? No. They want
24 you to think that's an issue in this case. They want to
25 think that -- they want you to think that Mr. Marshall has

1 a higher duty based on his experience. Experience, which
2 they did not flush out. All they said is well, he's got a
3 building license. He's an expert. He wasn't qualified as
4 an expert. We qualified Mr. Abatta. We qualified the
5 orthopedist. All he said is he's got a license, had it
6 since '82. He was a career adult educator at the South
7 Carolina Department of Corrections. He's not Mongo Homes.
8 He hasn't built one house. He's hasn't built a screened
9 porch. There's no evidence that he porch there's no
10 evidence that he ever did any water damage restoration for
11 anybody.

12 They knew what their expert was going to say, it's
13 their expert. There knew Mr. Abatta was going to come in
14 here and tell you that the only way to discover this issue
15 was by sounding, which I learned is, basically, hammering
16 wood to determine if you could find water damage or some
17 rotted wood.. They did not ask him one question if he even
18 knew what that was. Yet, they're holding him to that
19 standard. They want you to hold him to that higher
20 standard.

21 The Judge is not going to charge you on that. If the
22 State of South Carolina wanted that, you would be charged
23 on it. It would say -- they would hold you to a certain
24 standard of all builders. But they're not going to do
25 that. All you're going to hear is what I've shown you.

1 That's all you're going to hear with regard to what legal
2 duties Mr. and Mrs. Marshall owed to the Plaintiffs.
3 Don't get confused with their arguments about what was
4 said on the stand or what they think their duties are.
5 These witnesses don't establish the duties.

6 Mr. Ellis's conversations to Mr. Marshall on direct
7 examination was what's your duties to your tenant? What's
8 this to the tenant? What's your responsibility to the
9 tenant? And I don't disagree with anything he said to the
10 tenant. And the tenant's not here, so we go by this.
11 There's no bootstrapping. There's no well, if you
12 complied with a duty to the tenant, then this may not have
13 happened. That's not the way it works. And it's tough.
14 That's why you're the impartial jurors. That's why we're
15 asking you to do what you swore to do, what the Judge is
16 going to charge you to do, take the facts and apply the
17 law to those. Not the other duties that have been argued,
18 but what you're going to be charged.

19 Ladies and gentlemen, you've got a battle of the
20 experts in this situation. What does that mean? Well,
21 you've got Mr. Mariaca, whose investigation took place
22 after the deck collapse. They went out and they took 90
23 something photographs, all of which have been provided to
24 the Plaintiffs, all of which you're going to have. The
25 report which they were reading from about what they saw.

1 He came up to the conclusion that it wasn't wood rot or
2 deterioration. It was the fact that it was just poor
3 designed. The wrong bolts were used. They should have
4 gone through the house into a backside and there should
5 have been more on the deck than what the load was. That
6 was the expert's conclusion.

7 There may be some arguments in reply that say well,
8 how come they didn't take more pictures of the band
9 joists? They only took the one angle and they didn't go
10 down every five feet and take a picture. You know, if
11 you're trying to hide something, why take a picture of it
12 at all? I mean, that's a pretty in-depth, near,
13 supersized photo of wood rot. It's there. You're going
14 to see it. I mean, if you're trying to hide something,
15 don't take a picture of it. You heard the testimony. The
16 reason why is because the rest of the board wasn't at
17 issue. There was no rot there. You don't just take
18 pictures of something. They took pictures all the way
19 around underneath, on top. It's there, you can see the
20 whole deck.

21 So contrary to Mr. Mariaca, October of 2015, a year
22 or so after the litigation was filed, they get an expert.
23 They don't get an expert and say hey, look at this report
24 and tell us what you think or is the conclusions right?
25 They say hey, we need to know did it meet code and did the

1. weather cause this to collapse. And even Mr. Abatta said
2. that's not normally how he does things. He goes in it
3. with an open mind. And everybody said he's not bias, but
4. when it's in your head, he made it fit.

5. How do you know he made it fit? Because he had a
6. report, he had 90 something photos. He reviewed it. He
7. couldn't make his opinion fit except what? He said, Well,
8. I assume there's wood rot all the way down. I assume.
9. Because well, there's no flashing so because there's wood
10. rot here, it had to have been all the way down. And
11. that's how I reached my conclusion. This is the first
12. time I've had an expert just disregard or just assume
13. something. I mean, usually, they do like, you know,
14. doctor does tests or do like Mr. Mariaca did. They look
15. at all of the evidence that's collected and they make a
16. determination. Not Mr. Abatta. Mr. Abatta had marching
17. orders. He couldn't make it work. And the only way to
18. make it work was to, actually, create issues that, you
19. heard the testimony, wasn't there. There was no wood rot
20. from the center on down to the right. That's why it
21. wasn't noted and that's why it wasn't photograph. And, in
22. fact, he talks about this, which we talk about expert
23. opinions, wood rot, the only wood rot, he says it's pretty
24. significant, and then there's the bolt with the sleeve in
25. it.

1 Now, let's just assume for the sake of argument that
2 the house did fall from the left side to right side, stair-
3 side, all of the shear force, all of the weight of the
4 house. If each person was a hundred pounds, 10 people,
5 that would be a thousand pounds just of people, not
6 considering the timber on this deck. One goes, two goes,
7 all that is on one little pin. It's not bent. It's not
8 shattered. There's no indication that it's pulled up or
9 south of the wood. In fact, the force was so great that
10 it ripped part of the brick veneer off. The strapping, I
11 believe is what Mr. Mariaca called it. But it broke the
12 brick, and yet, there was no indication that the wood gave
13 way at all around that bolt.

14 Mr. Mariaca, on the other hand, gave a very
15 reasonable explanation of how it happened. So much load
16 on this one side, finally, the brick breaks, doesn't go
17 down, starts to pull out, pulls out the first one. The
18 second one is pulling out. Pulls out the second one
19 because we know along the line here one or two are gone.
20 The third one, there's so much pressure, the pressure I
21 just described to you, snaps it, shears the bolt. And I
22 know you'll see that photograph. I'm going to try to find
23 it now, but you'll see it snapped. It's broken in the
24 middle. It's clean metal showing. If you put that much
25 weight on the bolt, it will snap. That's just what the

1 expert said.

2 If you believe -- and that's the job you're tasked
3 with. You're going to have to believe one expert or the
4 other because they have two different conclusions. If you
5 go with Mr. Mariaca, if you go with all the evidence and
6 the photographs, if you go with the testimony that there
7 was no wood rot on the right side and his opinion that it
8 was a structural design and that it didn't have anything
9 to do with wood rot, number one, actual knowledge. Your
10 work is done. The case is over. Check the first box that
11 says was there negligence, no.

12 If you go with number two, Mr. Abatta's position and
13 you say okay, I believe there was wood rot and I believe
14 that the wood rot is the reason why this fell and had
15 nothing to with the fact that it was improperly secured to
16 the house, then you have to go to number two, was it
17 discoverable? Was it reasonable? That's your decision.
18 using your common sense. You are the ones that get to
19 determine if it was reasonably discoverable. No duty to
20 search out. What did Mr. Abatta say? He said based on
21 other issues, he should have gone underneath the house and
22 he should have gotten a hammer, he should have tapped on
23 the boards. If he had done all of those things, if he had
24 searched out, he would have discovered that it was a
25 condition that was dangerous. No duty.

1 If you follow the law with the facts that you've been
2 given, I fully believe that you will render a verdict for
3 Mr. and Mrs. Marshall. Thank you for your time.

4 (WHEREUPON, a bench conference was held off the
5 record, in the presence of the jury, but out of the
6 hearing of the jury.)

7 THE COURT: All right. Ladies and gentlemen, let's
8 go ahead and take a break. The Plaintiffs -- the law is
9 that the Plaintiffs get to go again to do what's called a
10 rebuttal argument, okay. And y'all have been sitting in
11 here for a little over an hour now, so let's go ahead and
12 take just a brief break. And then we'll go straight from
13 the Plaintiff's rebuttal to where I charge you the law.
14 Lunch is already ready for you. That way, you can go
15 straight to eating lunch and deliberating as soon as I
16 finish talking to you. My talking to you will only take
17 no more than 20 minutes. Thank you. Y'all go on back to
18 the jury room. Don't talk about the case yet.

19 (WHEREUPON, the jury left the courtroom at 11:00
20 a.m.)

21 THE COURT: All right. We're in recess.

22 MR. RILEY: Thank you.

23 MR. ELLIS: Thank you.

24 MR. WLODARCZYK: Thank you.

25 (WHEREUPON, a short recess was held.)

1 THE COURT: All right. Y'all ready?

2 MR. ELLIS: Yes, Your Honor.

3 MR. REARDON: Yes.

4 MR. ELLIS: I'm just waiting on my client.

5 THE COURT: Mr. Reyes?

6 MR. ELLIS: Yes, sir.

7 THE COURT: All right.

8 (WHEREUPON, the jury returned to the courtroom
9 at 11:13 a.m.)

10 THE BAILIFF: The jury is seated, Your Honor.

11 THE COURT: All right. Thank you very much,
12 Mr. Reardon.

13 MR. REARDON: May it please the Court, Your Honor?

14 THE COURT: Yes, sir.

15 REBUTTAL ARGUMENT BY MR. REARDON

16 MR. REARDON: Because the duty is on us, I have one
17 last chance to come back over here and rebut what you just
18 heard in closing arguments. You heard the first thing
19 that he wants to punish our clients for not having a
20 doctor to go to or referrals to go to, when I sat up there
21 and ask the Marshalls, did you ever call them? Never.
22 Did you ever go see them? Never. Did you ever ask them
23 can I take you to a doctor? Never. They did nothing to
24 assist these folks that were hurt on the deck. We did
25 help them get to a doctor. I don't want you to punish

1 them for us helping them go to see somebody that could
2 treat them for their injuries.

3 Legal obligation. You're going to look here and look
4 at this chart and make a decision whether or not these
5 folks are responsible. Mr. Wlodarczyk gave you a personal
6 example about his sprinkler breaking and the ground
7 collapsing. If that happened here, if that one day
8 something happened or one night or one afternoon the deck
9 collapsed 100 percent, we probably all wouldn't be here
10 today. We agree that if something occurred out of the
11 ordinary or if the deck collapsed like this sprinkler he
12 talked about, we wouldn't be here. He tells you my
13 sprinkler breaks and the ground collapsed, therefore, I'm
14 not responsible. If this deck, earthquake, the house fell
15 down, something occurred to make the deck fall, okay, we
16 probably wouldn't be here today.

17 But when you have water shooting out of your
18 sprinkler, using that as an example, the yard is flooded,
19 your water bill goes up, the other sprinkler head goes up,
20 what do you do? I mean, you're on notice something is not
21 happening. Something is not working correctly. You now
22 are responsible if someone falls in that hole because you
23 were told through all these other examples of flooding, of
24 the water shooting up.

25 That's the same thing here. If you'll look, this

1 isn't a one-time occurrence where this expert of their's
2 says that the bolt just happened to break that day and
3 everything fell. So for 40 years, the bolt is great,
4 then, suddenly, the bolt breaks. That's not what happened
5 here. You're going to see all these photographs, all this
6 rot that was present that day. It's the bread crumb
7 argument. If you have bread crumbs leading you along the
8 way and you ignore those bread crumbs, you know, that's to
9 your own demise and to your own personal detriment. He
10 can't ignore the signs of what this deck was going
11 through. He can't avoid the signs of nails popping up.

12 And when I asked his expert what does that mean,
13 moisture. When I asked him what does it mean when these
14 things are separating, moisture. When I asked him how we
15 got the rot over here on the one -- the one end of the
16 deck, he says that's not located just in that one end of
17 the deck, that's everywhere. Mr. Abatta said you don't
18 just have one end of the deck moisture and wet and rotted.
19 It spreads throughout. That makes sense. If it's raining
20 down on a deck, it's going to spread throughout the entire
21 deck. If you're looking at the bolt, which he didn't talk
22 about, this is the bolt on the far right-hand side, the
23 opposite side of the rotted part you see in these
24 photographs. It is completely rusted, completely rusted.

25 So one side of the deck you have what he called wood

1 rot and he called it spongy. Spongy rot on one side and
2 the other side, you have rotted screws and rotted bolts.
3 And you're going to see 27 more photographs that they took
4 showing tremendous amount of rot and tremendous amount of
5 rust. So both sides of the deck are rusted, both sides of
6 the deck are rotted.

7 He has a legal obligation to use reasonable care to
8 warn of any change in the condition of the premises which
9 may be dangerous. He says he doesn't have a duty to
10 search out. I'm not asking him to crawl under there and
11 search around. I'm asking for a person of his ability, of
12 his training to walk by a deck and say look at this, it's
13 falling apart. There's something wrong. I haven't
14 painted it. I haven't put any lacquer on it. I haven't
15 done any inspections. I haven't done any repair in 12
16 years.

17 Mr. Wlodarczyk's opening statement was when he was
18 told to replace boards, they replaced them. Exactly.
19 When somebody or a big brother is telling him to replace
20 these boards or you won't get paid, he replaced them. But
21 as soon as that contract is up with the U. S. Government,
22 he is on his own. What does he do? Nothing. He never
23 paints. He never paints. He never puts on weather. He
24 never inspects again. For seven years, he had to checkoff
25 and do repairs in order to get that contract approved.

1 But as soon as they end that contract with the U. S.
2 Government, what happens? He does nothing else. He is on
3 notice. I don't think there's any doubt in my mind that
4 if you're a licensed expert -- he said well, we don't know
5 about his training. I know this much. You've got to pass
6 tests. I think you've got to get a license by the State
7 of South Carolina to build. He said I've done all kinds
8 of things. Whether he builds a deck, whether he builds a
9 roof, whether he builds a cabana, I don't care. The
10 principles are there, flashing, rotting, repair, care. He
11 understands all that. So I think a reasonable care to
12 warn of concealed dangers which are known to him -- if he
13 closes his eyes, he's still aware. If he gets on the
14 stand and says I don't know, he's still aware. Let's be
15 very honest. When you look at this deck, there's no way
16 you can conclude he does not know of the dangerous
17 conditions that are concealed and known to him.

18 If you say hey, I still don't believe a hundred
19 percent that he knew, then we can move into the next part
20 of the case. He has to use care to warn of any change
21 which may be dangerous, which he may reasonably be
22 expected to discover. A person that owns six homes and
23 rents them out on a monthly basis and picks up checks on a
24 monthly basis or his wife, someone else comes in or they
25 bring in a new lease, they walk through the premises.

1 They look at the premises. They go out on the deck. They
2 look at the walls. They look at the electrical outlets.
3 They are on notice of the condition of their premises.
4 There's no doubt about that. Whether they decide to do
5 anything about it is why we're here today. They knew of
6 the conditions. They ignored the conditions. Photos
7 you're going to see, again, tell you the whole story.
8 Look at them very closely. Liability is not an issue.

9 The last thing, on damages, again, I didn't hear
10 anybody come up here and dispute that my clients or any
11 other clients weren't hurt on this deck. It's pretty
12 obvious from the distance they feel, from the testimony
13 you heard, the videos you heard, you must come back with
14 an award. And yes, I am asking for permanent damages. I
15 am asking for you to award 35 years and 18 years for
16 George and Linda because they did have permanent damages.
17 They did testify they have permanent damages. They didn't
18 bring anybody in here to dispute that. You never heard
19 any doctor say these people are faking or they're not
20 telling the truth. You have a Vietnam vet, who's honest
21 as the day is long. You have a lady who work 25 years in
22 the nursing industry and has a doctor saying on the record
23 the EMG, an objective finding, the MRI, an objective
24 finding found injury. Thank you.

25 THE COURT: Yes, sir.

1 MR. RILEY: Your Honor, I believe Mr. Reardon has
2 covered everything I would have to offer as far as
3 rebuttal. And in the interest of time, I have no
4 rebuttal.

5 MR. RILEY: Your Honor, this jury is ready, I have on
6 further rebuttal.

7 THE COURT: All right. Thank you, sir.

8 CHARGE OF THE LAW BY THE COURT

9 THE COURT: All right. Ladies and gentlemen of the
10 jury, I ask you to give me your full attention as I read
11 to you and state to you the law that governs the issues
12 pertaining to this case. Madam Forelady, members of the
13 jury, you've heard all the testimony and received all the
14 evidence and heard the arguments of both the Plaintiff and
15 the Defendant. I will now explain to you the law that's
16 applicable in this case.

17 Under the Constitution of the law of the State of
18 South Carolina, you are the finders of facts in this case.
19 Like I've told you, I don't have the right to pass upon
20 the facts or even express any opinion that I may have as
21 to them.

22 Now, by that same Constitution and law which makes
23 you the finder of facts and the evidence, I am, as the
24 Judge, made the sole and only instructor of the law. You
25 must accept as correct the law which I now charge you and

1 apply this law to the evidence as you find it to be, and
2 thus, reach a verdict. And finally, I charge you in this
3 regard that you should not be concerned about what you
4 think the law ought to be, but, rather, what I charge you
5 law is.

6 Now, you're the sole judge of the credibility, that
7 is the believability of the witnesses who have testified
8 and of the evidence presented in this case. Now, in
9 passing upon credibility, you can take into consideration
10 many things, such as the demeanor or the manner in which a
11 witness testified, whether or not a witness had reason to
12 be bias or prejudice, whether or not a witness's testimony
13 or other evidence was contradicted on the one hand or
14 supported or corroborated on the other hand. Now, you,
15 certainly, don't determine the credibility or
16 believability of witnesses by counting the number of
17 witnesses.

18 Now, the rules of evidence, as I told you during the
19 trial, ordinarily do not permit witnesses to testify as to
20 opinions or conclusions. This means that normally when a
21 person testifies that they must testify about what they
22 either saw, heard or smelled or something like that.
23 However, there is an exception for witnesses who are
24 trained because of education or experience or who are
25 qualified as experts to give opinion testimony if the

1 Court qualifies them that way. These are called expert
2 witnesses. And there were several expert witnesses in
3 this case. An expert witness, of course, can state an
4 opinion.

5 Now, to give opinion testimony in a certain area does
6 not mean that you as the jury have to accept the opinion,
7 but it's evidence for you to use in any way you see fit
8 and give it the weight and credibility you believe it
9 deserves. An expert witness's testimony is to be given no
10 greater weight than that of other witnesses simply because
11 he or she is an expert. Further, you're not required to
12 accept an expert's opinion even though it may not be
13 contradicted.

14 Now, the burden of proof in this case, as you heard
15 the lawyers talk about is what's called by a preponderance
16 of the evidence. You remember this isn't criminal court.
17 This is civil court. A preponderance of the evidence
18 simply means the greater weight of the evidence. It's
19 evidence, which as a whole, shows that the fact sought to
20 be proved is more likely true than not true.

21 This could be illustrated by imagining a simple set
22 of traditional scales. When the case starts, the scales,
23 are even. After all the evidence has been presented to
24 you, if the scales remain even or if they tip even
25 slightly in favor of the Defendant, then the Plaintiff has

1 failed to meet the burden of proof and would not be
2 entitled to recover this case. Then, if on the other
3 hand, the scales tip even slightly in favor of the
4 Plaintiff, the Plaintiff will have met the burden of proof
5 and you would return a verdict for the Plaintiff.

6 Now, the preponderance of the evidence is not
7 determined again by the number of witnesses. Instead, it
8 must be determined by the greater weight of all the
9 evidence. And you're the one that weighs the evidence.
10 Okay.

11 Now, ladies and gentlemen, the mere fact that an
12 accident occurs which results in injuries does not make
13 Defendants responsible. The Plaintiff must prove that the
14 Defendants were negligent.

15 Let's talk about negligence. Negligence, I'm going
16 to try -- I'm going to give you some law school
17 definitions and I'll give you some examples. Negligence
18 means that a person has done something that a reasonable
19 person would not have done or has failed to do something
20 that a reasonable person would have done in the same
21 situation. So it's either an act or an omission to act.
22 The Plaintiffs claim that the Defendants were negligent or
23 careless and should therefore compensate them for their
24 injuries and damages they have suffered as a result of
25 this negligence.

1 In order to prove the Defendants were negligent, the
2 Plaintiffs must prove by a preponderance or greater weight
3 of the evidence the following things: First, the
4 Plaintiffs must prove by a preponderance or greater weight
5 of evidence that the Defendants owed them the duty of
6 care. Secondly, the Plaintiffs must prove by a
7 preponderance of the evidence that the Defendants breached
8 that duty of care by some negligent act or omission to
9 act. Third, the Plaintiffs must, also, prove by a
10 preponderance or greater weight of the evidence that they
11 suffered injuries or damages as a result of that
12 negligence. And finally, the Plaintiffs must prove by a
13 preponderance or greater weight of the evidence that the
14 damages were proximately caused by the Defendants' breach
15 of duty or negligence.

16 Now, proximate cause is something that produces a
17 natural chain of events, which in the end brings about the
18 injury. It's the direct cause of the injury. To prove
19 that the Defendants' negligence proximately caused the
20 Plaintiffs' injuries, the Plaintiffs must prove that the
21 injuries would not have occurred but for the Defendants'
22 negligence. Now, proximate cause doesn't mean the only
23 cause, the Defendants' act or omissions. The act can be a
24 proximate cause of the Plaintiffs' injuries if it was, at
25 least, one of the direct concurring causes of the

1 injuries.

2 Let's talk briefly about premises liability, okay, or
3 landowner's liability, whatever you want to call it. The
4 Plaintiffs claim that an unsafe condition on the
5 Defendants' premises injured them. In order to recover
6 damages for their injuries, the Plaintiffs must first
7 prove by a preponderance or greater weight of the evidence
8 than an unsafe condition existed on the Defendants'
9 premises.

10 Licensee. A licensee is a person who enters the
11 premises of another with the owner's consent. A social
12 guest is a licensee. The Plaintiffs in this case are
13 considered licensees. The Defendants have the duty to use
14 reasonable care to warn a licensee of any concealed
15 dangerous conditions which are known to the Defendants or
16 of any change in the condition of the premises which may
17 be dangerous and for which the Defendants should have
18 reasonably been expected to discover. However, the owner
19 of property has no duty to search out and discover dangers
20 or defects. The owner does have a duty to warn a licensee
21 of hidden or concealed dangers of which the owner has
22 actual knowledge.

23 Now, if you find the Defendants were negligent --

24 And I'm going to go over the verdict form with, Madam
25 Forelady, before you go back.

1 If you find the Defendants were negligent and that
2 this negligence proximately caused Plaintiff's injuries,
3 you must then determine the amount of actual damages that
4 the Plaintiffs have proven by a preponderance or greater
5 weight of the evidence.

6 Now, actual damages are properly compensatory
7 damages, meaning to compensate, to make the injured party
8 whole, to put the Plaintiff back in the same position as
9 he or she would have been but for the damages received
10 insofar as this may be possible. Now, in other words,
11 actual or compensatory damages would include compensation
12 for all injuries which are the natural and proximate
13 result of the alleged wrongful conduct of the Defendants.
14 They include in this case, proper elements thereof if
15 established in your discretion the following: Things such
16 as pain and future physical pain and suffering, anxiety,
17 medical expenses, lost wages. As to medical bills, the
18 general rule is that a Plaintiff may recover for the
19 necessary and reasonable expenses caused by the injury.
20 Such amounts reasonably and necessarily incurred for
21 medicine, medical services, hospital expenses, care and
22 nursing.

23 A person who suffers personal injury because of the
24 negligence of another is entitled to recover the
25 reasonable value of medical care and expenses incurred for

1 the treatment of the injuries until the time of trial, as
2 well as for the cost of those reasonably certain to be
3 incurred in the future. Accordingly, a Plaintiff may
4 recover amounts incurred for past and future medical care,
5 including hospital, physician, nursing care and costs,
6 medicine and other out of pocket and anticipated expenses,
7 such as vocational, physical and other rehab efforts.
8 Now, recovery for medical expenses is controlled by what
9 the services rendered were reasonably worth and not by
10 what was, actually, paid or contracted to be paid.

11 Pain and suffering compensates the injured for
12 physical discomfort and emotional response to the
13 sensation of pain caused by the injury itself. There is
14 no definite standard by which to compensate a Plaintiff
15 for pain and suffering. You have the authority as the
16 jury to determine the amount, if any, to be allowed for
17 pain and suffering using calm and reasonable judgment to
18 ensure that the damages are just and reasonable in light
19 of the testimony and evidence presented in this case.

20 Loss of enjoyment of life. Loss of enjoyment of life
21 compensates the Plaintiff for limitations on the
22 Plaintiff's ability to participate in and derive pleasure
23 from the normal activities of daily life. Now, Plaintiffs
24 have a duty to minimize the damages caused by Defendants'
25 alleged negligence. The test is whether the Plaintiffs

1 have done what an ordinarily prudent person would have
2 done under like circumstances. If the Plaintiffs have
3 used reasonable care to reduce their losses, the
4 Plaintiffs may recover the full amount. If the Plaintiffs
5 have not done so, then you would reduce the damages
6 accordingly. That's solely in your authority and
7 discretion as members of the jury.

8 Now, the Defendants have claimed that the Plaintiff,
9 Ms. Estrada, had a preexisting back injury or condition
10 prior to the date of this accident. If you find that this
11 Plaintiff received an injury as a result of the negligence
12 of the Defendants and entitled to recover from that
13 injury, the fact that a preexisting injury or a condition
14 would not prevent the Plaintiff from recovering. The
15 Defendants are responsible for all ill effects, which,
16 considering the Plaintiff's condition of health when the
17 Plaintiff was injured, naturally and necessarily follow
18 the injury. The Defendants talk the Plaintiff as the
19 Plaintiff is found. Whether the Plaintiff is in perfect
20 health or poor health or somewhere in between, the
21 Defendants' liability is in no way lessened or affected
22 because of the fact that the injury would not have
23 resulted or would not have been as serious or severe had
24 the Plaintiff been in good health or that the injuries
25 were aggravated or rendered more difficult to cure by

1 reason of the fact that the Plaintiff was not in good
2 health. In other words, if the presence of a preexisting
3 injury or condition aggravates and prolongs the injury and
4 increases the damages, the Plaintiff should be compensated
5 for the increased or added damages. A person with a
6 preexisting injury or condition is not, however, entitled
7 to recover compensation for their preexisting injury or
8 condition. In addition, if the problems are the result of
9 natural progression of the worsening of a preexisting
10 injury or condition, then the Plaintiff would not be
11 entitled to be compensated for those problems.

12 Let's talk about speculative damages. Now, a
13 Plaintiff is never entitled to recover conjectural or
14 speculative damages. But if you find any Plaintiff is
15 entitled to recover for a particular element of damages,
16 your verdict should include an amount to cover any past,
17 present and future damages in your discretion which you
18 believe may have been proximately caused by the
19 Defendants' negligence. Any future damages must be
20 reasonably certain to occur in the future as a result of
21 the Defendants' acts or omissions. Actual damages need
22 not be proven to a mathematical certainty or based on
23 evidence of the precise amount of damages any Plaintiff
24 has suffered. Instead, the evidence must allow you, the
25 jury, to determine what amount of damages is fair, just

1 and reasonable.

2 Let's talk about the life expectancy table, which was
3 spoken about in closing arguments. If you find that any
4 Plaintiff was permanent injured as a result of the
5 Defendants' actions or omissions or if you find the
6 Defendants were negligent as well as proximate causation,
7 you must then decide how, if at all, that injury will
8 affect the rest of that Plaintiff's life. A person's life
9 expectancy is determined by a life expectancy table which
10 is a part of the law of the State of South Carolina. This
11 life expectancy table is only an estimate of the probable
12 average remaining length of life that all persons in our
13 state have of a given age.

14 Now, this fact is to be considered by you, along with
15 any other facts and circumstances in evidence bearing on
16 any Plaintiff's left expectancy, including occupation,
17 habits and health at the time of the injury in deciding
18 the amount of damages to be awarded to any Plaintiff.

19 Now, Madam Forelady and ladies and gentlemen of the
20 jury, I'm required to charge you the law as I now have
21 done through these instructions given to help you guide to
22 a just and lawful verdict.. Now, whether some of these
23 instructions will apply will depend upon what you find the
24 facts to be. The fact that I have instructed you on
25 various subjects in this case, including damages must not

1 be taken by you as what you think my opinion is of what
2 the facts are or what your verdict should be. You've been
3 sworn to give both parties in this case a fair and
4 impartial trial. And when you've done so, you will have
5 complied with that oath you took and no one will have a
6 right to criticize your verdict. You must not be
7 influenced by opinions or expressions of opinion you may
8 have heard outside of the courtroom. But rather, you
9 should base your verdict only on the testimony of the
10 sworn witnesses who took that stand, along with the other
11 evidence which has come into the record. You should not
12 be swayed by caprice, passion, prejudice or improper
13 sympathy for or against any of the parties in this case.
14 Remember, you have no friends to reward or enemies to
15 punish here and both parties are entitled to a fair and
16 impartial trial at your hands.

17 Now, you may have noticed that I have read these
18 instructions to you. I've done that. I try to make as
19 frequent eye contact as I can. But I read them to you and
20 I have them typed up to give you the law as accurately as
21 possible.

22 Now, any verdict you reach must be unanimous. That
23 means all of you have to agree to it. We're down to 11,
24 that means all 11 of you have to agree.

25 Madam Forelady, it will be your duty to preside over

1 the deliberations in the jury room. And when you've
2 reached a verdict and completed the verdict form, which
3 I'm fixing to go over with you, you will knock on the door
4 and that's when we will take your verdict.

5 Now, don't begin to discuss the case when you go back
6 until you've received a copy of the verdict form as well
7 as all the exhibits. Once you've got those things, that's
8 your signal to begin deliberating. Once you begin
9 deliberating, you will deliberate until you've reached a
10 verdict, at which time, of course, you'll knock on the
11 door and we'll bring you out here to receive that.

12 Let's talk about the verdict form real quick, Madam
13 Forelady. You're the one who can write it, okay, but you
14 can't write on it until you've reached a unanimous
15 verdict. It's a simple verdict form. It's got three
16 questions on it. The first question is, do you find that
17 the Plaintiffs have proven by a preponderance of the
18 evidence that the Defendants were negligent? Yes or no.
19 If you answer no, stop deliberating, okay, and that would
20 be your verdict. If you answer yes, you move on to
21 question two.

22 Question two is, was the Defendants' negligence a
23 proximate cause of the Plaintiffs' alleged injuries,
24 slash, damages? Please mark yes or no as to each
25 Plaintiff. And then the six Plaintiffs are listed and you

1 would write the word yes or no beside each Plaintiff.

2 Question number three, if you responded yes to any
3 Plaintiff in question two, indicate the amount of actual
4 damages, if any, to be awarded to Plaintiff or Plaintiffs.
5 If you responded no in question two, please, leave space
6 blank. And on question three is when you would write in
7 any actual damages, if any, that the jury finds to be
8 appropriate in this case. If you find no damages, if you
9 responded no to question two, then you would just leave
10 that space blank. All the directions are easily read on
11 this verdict form.

12 Madam Forelady, you will certify that that's your
13 unanimous decision, sign it and you will have it.

14 So at this time, ladies and gentlemen of the jury,
15 I'm going to ask that you retire to your jury room. Once
16 you get the verdict form and the evidence, you will be
17 able to start deliberating.

18 (WHEREUPON, the jury left the courtroom at 11:41
19 a.m.)

20 THE COURT: All right. Any exceptions to the
21 charge?

22 MR. WLODARCZYK: None from the Defendants, Your
23 Honor.

24 THE COURT: Any exceptions to the charge from the
25 Plaintiffs?

1 MR. ELLIS: Not on the charge, Your Honor.

2 THE COURT: All right.

3 MR. ELLIS: We have a question about the verdict form
4 we may have missed before.

5 THE COURT: Okay.

6 MR. ELLIS: And that is that the award on damages
7 third question says actual damages instead of compensatory
8 damages or just damages.

9 THE COURT: Okay.

10 MR. ELLIS: We think that limits --

11 THE COURT: You want me to get rid of the word
12 actual?

13 MR. ELLIS: Yes, Your Honor.

14 THE COURT: Okay. I don't have a problem with that.

15 MR. RILEY: Thank you, Your Honor.

16 (WHEREUPON, Court was in recess awaiting a
17 verdict.)

18 THE COURT: We've got two questions.

19 MR. WLODARCZYK: What's the question?

20 THE COURT: The first one says, Can we have a
21 calculator? Number two, Could we get Tyrone's medical
22 bill?

23 THE WLODARCZYK: I thought they were in there.

24 THE COURT: To the extent it's not in there, do you
25 have an extra summary of it and an extra copy? Or do you

1 want me to send the clerk back in there to sift through
2 the evidence?

3 MR. REARDON: See what they have.

4 THE COURT: All right. And the third one was, they
5 said jury instruction. I told the bailiff to hand it back
6 to them to write down what they wanted to hear. And they
7 wrote down, Clarification on loss wages and pain and
8 suffering. So I'll just plan on reading the damages
9 section.

10 MR. ELLIS: You're going to read it again?

11 THE COURT: I'll read it again to them unless you
12 want me to submit it to them?

13 MR. WLODARCZYK: You can just submit it to them.

14 THE COURT: You want me to submit it to them?

15 MR. REARDON: That's fine.

16 THE COURT: Okay. Let me make sure it doesn't have
17 any writing on it.

18 All right. Y'all, here's what I plan on sending back
19 if y'all all agree. It does have a little writing on it,
20 but it's my writing. It's just to make it easier.

21 MR. WLODARCZYK: If it's just the charge, that's
22 fine.

23 THE COURT: That's the damage charge and pain and
24 suffering.

25 MR. ELLIS: Only for time, I say just send that back.

1 THE COURT: Okay. That's what I'll do.

2 That's on the record, you got that?

3 THE COURT REPORTER: Yes, sir.

4 THE COURT: And y'all are okay with me sending a
5 calculator back?

6 MR. ELLIS: Yes, sir.

7 THE COURT: And we're looking for Tyrone's medical
8 bills.

9 THE COURT: As Court Exhibit No. 2, question from
10 the jury, Can we have a calculator? All the lawyers have
11 agreed yes, correct?

12 MR. WLODARCZYK: Yes.

13 MR. ELLIS: Yes.

14 MR. REARDON: Yes.

15 MR. RILEY: Yes.

16 THE COURT: As to question number two, Could we get
17 Tyrone's medical bills? It's my understanding, and
18 everybody agrees, that that document was either submitted
19 or been lost in the shuffle or something, but there was
20 testimony about it. And there is a summary board that was
21 used in cross-examination. It's my understanding the
22 lawyers have consented that the summary board go back to
23 the jury room.

24 Is that correct, Mr. Wlodarczyk?

25 MR. WLODARCZYK: Yes, sir.

1 THE COURT: All right. Thank you.

2 And the last question is they wanted to receive the
3 jury instruction with clarification of lost wages and pain
4 and suffering. Y'all have agreed for me to send back my
5 damages charge as well as my pain and suffering charge.

6 Is that correct, Mr. Wlodarczyk?

7 MR. WLODARCZYK: Yes, sir.

8 THE COURT: That's correct as well from the
9 Plaintiffs?

10 MR. ELLIS: Yes, sir.

11 MR. RILEY: Yes, sir.

12 MR. REARDON: Yes, sir.

13 THE COURT: All right. Sounds good.

14 All right. We'll be in recess.

15 (WHEREUPON, Court's Exhibit Nos. 2 and 3 were
16 marked for identification.)

17 (WHEREUPON, Court was in recess awaiting a
18 verdict.)

19 (WHEREUPON, Plaintiff's Exhibit No. 17 was
20 admitted into evidence.)

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

22 (WHEREUPON, the jury returned to the courtroom
23 at 1:49 p.m.)

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

25 THE COURT: All right. Thank you.

1 Madam Forelady, it's my understanding that the jury
2 has reached a verdict; is that correct?

3 MADAM FORELADY: That's correct, sir.

4 THE COURT: Is the verdict unanimous?

5 MADAM FORELADY: Yes, it is, sir.

6 THE COURT: Did you fill all the blanks and spaces
7 that you needed to on the verdict form?

8 MADAM FORELADY: We did, sir.

9 THE COURT: All right. Thank you. If you'll hand
10 that to the bailiff, please.

11 All right. Madam Clerk, you may publish the verdict.

12 VERDICT

13 THE CLERK: In the State of South Carolina in the
14 Court of Common Pleas for the Fifth Judicial Circuit in
15 case number 2014-CP-40-04304, Linda Estrada and George
16 Estrada, Carletta Williams, Cristian Reyes, Khalilah Smith
17 and Tyrone Ruff v. Andrew Marshall and Linda Marshall. Do
18 you find that the Plaintiffs have proven by a
19 preponderance of the evidence that the Defendants are
20 negligent? Yes.

21 Was the Defendants' negligence a proximate cause of,
22 the Plaintiffs' alleged injuries or damages? As to
23 Plaintiff Linda Estrada, yes. As to Plaintiff George
24 Estrada, yes. As to Plaintiff Carletta Williams, yes. As
25 to Plaintiff Cristian Reyes, no. As to Plaintiff Khalilah

1 Smith, yes. As to Plaintiff Tyrone Ruff, yes.

2 The amount of damages for Plaintiff Linda Estrada,
3 \$60,818.32. Plaintiff George Estrada.-- I'm having an
4 issue --

5 THE COURT: Let me see. Forty-seven.

6 THE CLERK: \$47,684.39, Plaintiff Carletta Williams
7 \$8,683, Plaintiff Cristian Reyes, zero. Plaintiff
8 Khalilah Smith, \$9,452.02, Plaintiff Tyrone Ruff, \$17,104.

9 Is this your verdict?

10 PROSPECTIVE JUROR: Yes, it is.

11 THE CLERK: Thank you.

12 THE COURT: All right. Ladies and gentlemen of the
13 jury, thank you so much for your jury service, both for
14 the State of South Carolina and on behalf of Richland
15 County. Your jury service in this case is now ended and
16 your jury service for the week, I believe, is ended as
17 well.

18 Is that correct, Madam Clerk?

19 THE CLERK: If you would just go downstairs just to
20 make sure and turn in your badges.

21 THE COURT: Yeah, I don't want to step on anybody's
22 toes here. I'm a visiting judge. Go on downstairs and
23 let the jury coordinator tell you what to do, but as far
24 as I'm concerned, you're done. Thank you so much.

25 (WHEREUPON, the jury left the courtroom at 1:54

1 p.m.)

2 THE COURT: All right. I will give 10 days for any.....
3 post-trial motions.

4 Anything else for the record in the case?

5 MR. ELLIS: Nothing from the Plaintiffs, Your Honor.

6 MR. WLODARCZYK: Nothing, Your Honor.

7 THE COURT: All right. Thank you very much. Good
8 luck. Been a pleasure trying the case with you.

9 *****END OF PROCEEDINGS*****
10
11
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18
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21

22 CERTIFICATE OF REPORTER
23
24

25 STATE OF SOUTH CAROLINA)

1 COUNTY OF AIKEN)

2
3 I, PENNY M. JOHNSON, Official Court Reporter for the
4 Second Judicial Circuit of the State of South Carolina, do
5 hereby certify that the foregoing is a true, accurate, and
6 complete Transcript of Record of the proceedings had and the
7 evidence introduced in the trial of the captioned case,
8 relative to appeal, in Court of Common Pleas for Richland
9 County, South Carolina, on the 5th through 7th of April,
10 2016.

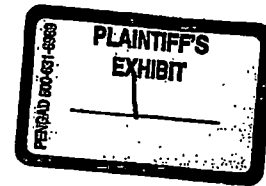
11 I do further certify that I am neither of kin, counsel,
12 nor interest to any party hereto.

13
14 August 28, 2016

15
16
17 Penny M. Johnson

18 Penny M. Johnson Court Reporter

19 My Commission Expires: 06/16/2018
20
21
22
23
24
25



MEDICAL BILLS-LINDA ESTRADA

<u>Medical Facility</u>	<u>Cost</u>
EMS	\$592.31
Palmetto Emergency Physicians	198.01
Palmetto RMH	1,435.00
Pitts	57.00
Medcare	576.00
Healthsource	3,828.00
USC Sports Medicine	<u>4,132.00</u>
TOTAL	\$10,818.32

Richland County EMS

PO BOX 863
LEWISVILLE, NC 27023-0863
1-800-814-5339
www.emsbilling.info

Patient name: ESTRADA, LINDA**Run Number:** 14-320407**Date of call:** 4/5/2014

LINDA ESTRADA
9 SHERBROOK CT
COLUMBIA, SC 29223

From: 108 CASBEL CT
108 CASBEL CT
HOPKINS, SC 29061

To: PALMETTO HEALTH RICHLAND MEMORI
5 RICHLAND MEDICAL PARK DR
COLUMBIA, SC 292036863

Primary payer: BILL PATIENT**Secondary payer:**

Description	Payer	Check #	Quantity	Unit Price	Payment Date	Amount
BLS Emerg In Co xport - RICH			1	\$510.50		\$510.50
Mileage - RICH			11.3	\$7.24		\$81.81

PLEASE PAY THIS AMOUNT**\$592.31**-----
DETACH ALONG LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.**Patient name:** ESTRADA, LINDA**Run Number:** 14-320407**Current date:** 4/30/2014**AMOUNT
ENCLOSED:**\$ **Due on:** 05/14/2014

REMIT TO: Richland County EMS
PO BOX 863
LEWISVILLE, NC 27023-0863

Federal Tax ID: 57-6000398**Incident Number:** 001050100**528**

DETAIL ACCOUNT PRINT OUT

PALMETTO HEALTH-EMERG PHYS-RICHLAND

USER-ID.:5728

PO BOX 402150

INITIALS.:TY

ATLANTA, GA 303842150

06/26/2014

(866)253-8895

***** 0064110237 *****

ACTUAL DTE OF SERV: 04/05/2014

NAME * LINDA L ESTRADA
R-PARTY * LINDA L ESTRADA
ADDRESS * 9 SHERBROOK COURT

BDOS.....: 04/16/2014

DOB.....: 99/99/9999

RP PHONE.: (803)800-8075

* COLUMBIA, SC 29223

FAC 0850

* PALMETTO HEALTH RICHLAND

EMERGENCY DEPARTMENT

DOCTOR

* JOSEPH S MYSLINSKI, MD

PT SSN: XXX-XX-XXXX

TAX ID

* 582296052

RP SSN: XXX-XX-XXXX

* NEXT BILLING DATE 6/30/2014

* FINANCIAL CLASS 0044 INSURANCE PAYMENT - BALANCE CYCLE # 02

*

*

* SECONDARY INS.:00000000 0000

REQUESTED:

FILED:

* POLICY NUMBER :

DIAGNOSIS * XXX.XX XXX.XX

TIME IN * 1:46 TIME OUT * 4:10 SENT HOME

CHRT LOC *

MED REC NUMB :000702450

SEQ ADOS TYPE PROC AMOUNT

198.01

04-25-14;03:23PM;

;803-286-7950

4/ 5



293 Greystone Blvd.
Columbia, SC 29210

**ITEMIZED STATEMENT
OF CHARGES**

TYPE OF BILL	DATE OF BILL	PAGE NO.

PATIENT NAME	PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAYS
LINDA LEE ESTRADA	1409500065	F	45Y	04/05/14	04/05/14	

DESCRIPTION	BILL CODE	ORDER NO.	QTY.	UNIT PRICE	TOTAL CHARGES
0320 DX X-RAY					688.00
0450 EMERGENCY ROOM					730.00
0637 SELF ADMINISTERED DRUGS					17.00

1435.00



Online Bill Pay

Update Insurance Info

My Account

My Account

Current Activity

History

Your Responsibility

Date	CPT-MOD	Service Description	Amount
04/05/2014		Radiology Diagnostic	\$28.00
04/05/2014		Radiology Diagnostic	29.00

Insurance Pending

Medcare Urgent Care Center Spring Valley

1850 Sam Rittenberg Blvd, Suite B
Charleston, SC 29407-4936

508

Linda L Estrada
9 Sherbrook Court
COLUMBIA, SC 29223

Visit Date: 04/12/2014
Visit ID: 205711
Patient: Linda
Location: Medcare Urgent Care Center Spring Valley
Physician: Kays Kayel, MD

72100 X-Ray: L-Spine 2 or 3 Views:	\$110.00
89051 MED SERV, EVE/WKEND/HOLIDAY	\$40.00
99204 New Visit Moderate	\$245.00
Z8800 Discharge	\$0.00
REFERRAL: Referral Appointment Needed	\$0.00
73080 X-Ray: Elbow minimum 3 Views	\$87.00
73030 X-Ray: Shoulder	\$94.00

IF PAYING BY CREDIT CARD FILL OUT BELOW

☐ MASTERCARD ☐ VISA ☐ AMEX ☐ DISCOVER	
CARD NUMBER	EXP. DATE
SIGNATURE	CVS CODE
STATEMENT DATE 5/4/2014	ACCT# 130110
AMOUNT PAID	

RETURN TO

Medcare Urgent Care Center Spring Valley
1850 Sam Rittenberg Blvd, Suite B
Charleston, SC 29407-4936

Account Ledger

1350

4/17/2014 - 6/9/2014

LINDA L ESTRADA
9 SHERBROOK COURT
COLUMBIA, SC 29223

HEALTHSOURCE OF NORTHEAST
COLUMBIA
715 FASHION DR. STE 3
COLUMBIA, SC 29229
(803)217-3325

Date of Service	Qty	CPT Code	Description	Unit Amount	Total	Paid
04/17/2014	1	99203	MODERATE EXAM NP	110.00	110.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/17/2014	1	72040	CERVICAL 2OR 3 VIEWS	80.00	80.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/17/2014	1	72100	LUMBOSACRAL 2 OR 3 VIEWS	100.00	100.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97035	ULTRASOUND	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/21/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/22/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/22/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00
Diagnosis	1.	847.0	SPRAIN OF NECK	3.	723.2	CERVICOCRANIAL SYNDROME
	2.	723.3	CERVICOBRACHIAL SYNDROME	4.	729.1	MYALGIA AND MYOSITIS NOS
04/22/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00

04/22/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97035	ULTRASOUND			25.00	25.00	0.00
04/22/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97012	TRACTION C/L-T			25.00	25.00	0.00
04/24/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
04/24/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
04/24/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97010	HOT/COLD PACK			20.00	20.00	0.00
04/24/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97035	ULTRASOUND			25.00	25.00	0.00
04/24/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97012	TRACTION C/L-T			25.00	25.00	0.00
04/28/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
04/28/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
04/28/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97010	HOT/COLD PACK			20.00	20.00	0.00
04/28/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97035	ULTRASOUND			25.00	25.00	0.00
04/28/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97012	TRACTION C/L-T			25.00	25.00	0.00
04/29/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
04/29/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00

Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/29/2014	1 97010	HOT/COLD PACK			20.00	20.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/29/2014	1 97035	ULTRASOUND			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
04/29/2014	1 97012	TRACTION C/L-T			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014	1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/01/2014	1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014	1 97010	HOT/COLD PACK			20.00	20.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014	1 97035	ULTRASOUND			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/01/2014	1 97012	TRACTION C/L-T			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014	1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/05/2014	1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014	1 97010	HOT/COLD PACK			20.00	20.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014	1 97035	ULTRASOUND			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/05/2014	1 97012	TRACTION C/L-T			25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/06/2014	1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00

Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
05/06/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/06/2014	1	97010	HOT/COLD PACK	20.00	20.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/06/2014	1	97035	ULTRASOUND	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/06/2014	1	97012	TRACTION C/L-T	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/08/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00 0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.3	SOMAT DYSFUNC LUMBAR REG	
	2. 739.2	SOMAT DYSFUNC THORAC REG	4. 739.4	SOMAT DYSFUNC SACRAL REG	
05/08/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/08/2014	1	97010	HOT/COLD PACK	20.00	20.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/08/2014	1	97035	ULTRASOUND	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/08/2014	1	97012	TRACTION C/L-T	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/12/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00 0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.3	SOMAT DYSFUNC LUMBAR REG	
	2. 739.2	SOMAT DYSFUNC THORAC REG	4. 739.4	SOMAT DYSFUNC SACRAL REG	
05/12/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/12/2014	1	97010	HOT/COLD PACK	20.00	20.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/12/2014	1	97035	ULTRASOUND	25.00	25.00 0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
05/12/2014	1	97012	TRACTION C/L-T	25.00	25.00 0.00

05/13/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00
05/13/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
05/13/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97010	HOT/COLD PACK			20.00	20.00	0.00
05/13/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97035	ULTRASOUND			25.00	25.00	0.00
05/13/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97012	TRACTION C/L-T			25.00	25.00	0.00
05/15/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
05/15/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97010	HOT/COLD PACK			20.00	20.00	0.00
05/15/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97035	ULTRASOUND			25.00	25.00	0.00
05/15/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97012	TRACTION C/L-T			25.00	25.00	0.00
05/19/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97032	E-STIM ATTENDED (15 MIN)			25.00	25.00	0.00
05/19/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97010	HOT/COLD PACK			20.00	20.00	0.00
05/19/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97035	ULTRASOUND			25.00	25.00	0.00
05/19/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97012	TRACTION C/L-T			25.00	25.00	0.00
05/20/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 98941	CMT (3-4) SPINAL			50.00	50.00	0.00

	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/20/2014		1 97140	MANUAL THERAPY	46.00	46.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/20/2014		1 97012	TRACTION C/L-T	25.00	25.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/20/2014		2 97110	THER-EX	45.00	90.00	0.00		
	Diagnosis	1. 846.0	SPRAIN LUMBOSACRAL	3. 719.58	JT STIFFNESS NEC-OTH JT			
		2. 724.6	DISORDERS OF SACRUM	4. 739.3	SOMAT DYSFUNC LUMBAR REG			
05/22/2014		1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00		
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.4	SOMAT DYSFUNC SACRAL REG			
		2. 739.3	SOMAT DYSFUNC LUMBAR REG	4.				
05/22/2014		1 97140	MANUAL THERAPY	46.00	46.00	0.00		
	Diagnosis	1. 728.85	SPASM OF MUSCLE	3.				
		2. 739.2	SOMAT DYSFUNC THORAC REG	4.				
05/22/2014		2 97110	THER-EX	45.00	90.00	0.00		
	Diagnosis	1. 846.0	SPRAIN LUMBOSACRAL	3. 719.58	JT STIFFNESS NEC-OTH JT			
		2. 724.6	DISORDERS OF SACRUM	4. 739.3	SOMAT DYSFUNC LUMBAR REG			
05/22/2014		1 97012	TRACTION C/L-T	25.00	25.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/27/2014		1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00		
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/27/2014		1 97140	MANUAL THERAPY	46.00	46.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/27/2014		2 97110	THER-EX	45.00	90.00	0.00		
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/27/2014		1 97012	TRACTION C/L-T	25.00	25.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/29/2014		1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00		
	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
05/29/2014		1 97140	MANUAL THERAPY	46.00	46.00	0.00		
	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBRACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
05/29/2014		2 97110	THER-EX	45.00	90.00	0.00		

Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
05/29/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/02/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.4	SOMAT DYSFUNC SACRAL REG	
	2. 739.3	SOMAT DYSFUNC LUMBAR REG	4. .		
06/02/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00
Diagnosis	1. 728.85	SPASM OF MUSCLE	3. .		
	2. 739.2	SOMAT DYSFUNC THORAC REG	4. .		
06/02/2014	2 97110	THER-EX	45.00	90.00	0.00
Diagnosis	1. 846.0	SPRAIN LUMBOSACRAL	3. 719.58	JT STIFFNESS NEC-OTH JT	
	2. 724.6	DISORDERS OF SACRUM	4. 739.3	SOMAT DYSFUNC LUMBAR REG	
06/02/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/03/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/03/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/03/2014	2 97110	THER-EX	45.00	90.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/03/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/05/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/05/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/05/2014	2 97110	THER-EX	45.00	90.00	0.00
Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG	
	2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL	
06/05/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00
Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME	
	2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS	
06/09/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00

06/09/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
		1 99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00		
06/09/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97140	MANUAL THERAPY	46.00	46.00	0.00		
06/09/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 97110	THER-EX	45.00	45.00	0.00		
06/09/2014	Diagnosis	1. 739.1	SOMAT DYSFUNC CERVIC REG	3. 739.2	SOMAT DYSFUNC THORAC REG			
		2. 728.85	SPASM OF MUSCLE	4. 846.0	SPRAIN LUMBOSACRAL			
		1 97012	TRACTION C/L-T	25.00	25.00	0.00		
06/09/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			
		1 MEDIC	MEDICAL RECORDS	50.00	50.00	0.00		
06/09/2014	Diagnosis	1. 847.0	SPRAIN OF NECK	3. 723.2	CERVICOCRANIAL SYNDROME			
		2. 723.3	CERVICOBACHIAL SYNDROME	4. 729.1	MYALGIA AND MYOSITIS NOS			

Grand Totals

3,828.00 0.00

Patient Payments 0.00

Primary Payments 0.00

Secondary Payments 0.00

STATEMENT OF ACCOUNT
 FROM: 06/05/14 TO: 10/22/14
 USC ORTHOPAEDIC
 SUITE 404
 2 MEDICAL PARK
 COLUMBIA SC 29201-6075

PAGE 1

Amount 19980

Balance Due \$ 895.34

Business Phone 803-434-8812
 Registration Phone

Statement Date 10/22/14
 Federal ID No. 578952467

- - PATIENT NAME - -
 LINDA L ESTRADA

- - Misc Remarks - -

MC 10 LINDA L ESTRADA
 PC 8 SHERBROOK COURT
 MC 22 COLUMBIA SC 29223

Date	Patient	Code	PL Mode	Description Diag	Doctor	Amount
05/10/14	LINDA	99203	11	OFFICE/OUTPATIENT 719.42 VISIT NEW	WESTERMAN	407.00
05/15/14	LINDA	73070	11 RT	DX 719.42 X-RAY EXAM OF EL 719.42	WESTERMAN	107.00
06/02/14	LINDA	99009	11	NEW CROJ. TST 4-6 354.2 STUDIES	WESTERMAN	571.00
06/02/14	LINDA	99006	11	DX 354.2 DX 454.0 MIND TEST DONE W 354.2	WESTERMAN	345.00
06/02/14	LINDA	76882	11 LT	TRUST COMP DX 354.2 TR 354.0	WESTERMAN	136.00
06/02/14	LINDA	76882	11 LT	TR XIM NON VASC 354.2	WESTERMAN	136.00
06/10/14	LINDA	73221	11 TEND	MASTER MRI JOINT UPH EXTREM W/O DYE	MRI	682.00
06/25/14	LINDA	99213	11	OFFICE/OUTPATIENT 719.42 VISIT EST	WESTERMAN	276.00
08/13/14	LINDA	99214	11	OFFICE/OUTPATIENT 729.5 VISIT EST	WESTERMAN	485.00
08/18/14	LINDA	73566	11 RT	DX 729.5 X-RAY EXAM KNEE 719.46 OF KNEE	MARQUE MD	163.00
08/18/14	LINDA	73566	11 RT	DX 719.46 RIGHT SIDE	MARQUE MD	276.00
09/10/14	LINDA	99213	11	OFFICE/OUTPATIENT 729.5	MARQUE MD	276.00
09/12/14	LINDA	99213	11 MD	/HOSPITALIZATION OFFICE/OUTPATIENT 719.42 VISIT EST	MARQUE MD	276.00
09/12/14	LINDA	20610	11 RT	DRAIN/INJECT JOY 719.42 SUMMA	MARQUE MD	228.00
09/12/14	LINDA	71040	11	DX 719.42 RIGHT SIDE METHYLMETHISOLO 719.42 80 MD 1M3 TR 719.42	MARQUE MD	27.00
10/05/14	LINDA	99213	11	OFFICE/OUTPATIENT 729.4 VISIT EST	MARQUE MD	276.00

Total
 Listed
 Debits
 4132.00



MEDICAL BILLS-GEORGE ESTRADA

<u>Medical Facility</u>	<u>Cost</u>
EMS	\$597.38
Palmetto Emergency Physicians	198.01
Palmetto RMH	1,470.00
Richland Radiology	60.00
Healthsource	<u>5359.00</u>
 TOTAL	 \$7,684.39

MEDICAL BILLS-GEORGE ESTRADA

<u>Medical Facility</u>	<u>Cost</u>
EMS	\$597.38
Palmetto Emergency Physicians	198.01
Palmetto RMH	1,470.00
Richland Radiology	60.00
Healthsource	<u>5359.00</u>
 TOTAL	 \$7,684.39



PAYMENT REQUEST

Richland County EMS
Remittance Address
PO BOX 863
LEWISVILLE NC 27023-0863
(800) 814-5339

Pay your bill now by going to:
www.emsbilling.info

ACCOUNT DETAILS

Run #: 14-320406 Date of Service: 04/05/2014
Patient Name: **GEORGE ESTRADA**

To: PALMETTO HEALTH RICHLAND MEMORIAL
HOSPITAL

From: 108 CASBEL CT
COLUMBIA, SC 29209

Total Charges: **\$597.38**

PLEASE PAY
THIS AMOUNT

Description	Qty	Price	Allocation
BLS Emerg In Co xport - RICH	1	\$510.50	\$510.50
Mileage - RICH	12.0	\$7.24	\$86.88

OTRPMAT 7

DETAIL ACCOUNT PRINT OUT
USER-ID.:5728
INITIALS:TY
06/26/2014

PALMETTO HEALTH-EMERG PHYS-RICHLAND

PO BOX 402150
ATLANTA, GA 303842150

(866)253-8895

***** 0064110409 ***** ACTUAL DTE OF SERV: 04/05/2014

CHRT LOC *	ADOS	TYPE PROC	AMOUNT	DIAG	DESC
1	04/05/2014	0101 99283	198.01	XXX.XX	EMERGENCY DEPT VISIT
2	04/05/2014	5008 X0000		XXX.XX	INCOMPLETE HISTORY
3	04/05/2014	5008 X0000		XXX.XX	INCOMPLETE HISTORY
4	04/05/2014	5008 G9225		XXX.XX	FOOT EXAM PREP

04-25-14;03:21PM;

;803-298-7850

4 / 4

**PALMETTO HEALTH
RICHLAND**293 Graystone Blvd.
Columbia, SC 29210**ITEMIZED STATEMENT
OF CHARGES**

TYPE OF BILL	DATE OF BILL	PAGE NO.

PATIENT NAME	PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAYS
GEORGE ESTRADA	1409500068	M	61Y	04/05/14	04/05/14	

REPARATOR
NAME
AND
ADDRESS

GEORGE ESTRADA
9 SHERBROOK CT
COLUMBIA SC

29223

FOR PATIENT INFORMATION ONLY
ALL BENEFITS ASSIGNED TO
PALMETTO HEALTH RICHLAND
FOR QUESTIONS CALL (803) 298-5066
or 1-800-243-7711

DATE	ITEM NO.	DESCRIPTION	SE	QTY	UNIT PRICE	TOTAL CHARGES
	0320	DX X-RAY				740.00
	0450	EMERGENCY ROOM				730.00
		TOTAL CHARGES				1470.00



[Online Bill Pay](#) [Update Insurance Info](#) [My Account](#)

My Account

Current Activity | **History**

Your Responsibility

Date	CPT-MOD	Service Description	Amount	Insurance Payments	Adjustments	Previous Payments	Balance Due
04/05/2014		Radiology Diagnostic	\$28.00	0.00	0.00	0.00	\$28.00
04/05/2014		Radiology Diagnostic	32.00	0.00	0.00	0.00	32.00
Totals:			\$60.00	0.00	0.00	0.00	\$60.00

Your Balance: \$60.00

[Click to Pay](#)

Insurance Pending

Date	CPT-MOD	Service Description	Amount	Insurance Payments	Adjustments	Previous Payments	Balance Due
Totals:							

[Printer Friendly Statement](#)

*Please check history tab for previous balance resolution



We employ 128 bit encryption using an SSL certificate to ensure your information remains confidential.

Account Ledger

Account: 1351 Date Range: 4/17/2014 - 1/15/2015

GEORGE F ESTRADA
9 SHERBROOK COURT
COLUMBIA, SC 29223

HEALTHSOURCE OF NORTHEAST
COLUMBIA
131 PROFESSIONAL PARK RD
COLUMBIA, SC 29229
(803)217-3325

Date of Service	CPT Qty Code	Description	Unit Amount	Total	Paid	Adj	Balance
04/17/2014	1 99203	MODERATE EXAM NP	110.00	110.00	0.00	0.00	110.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/17/2014	1 72040	CERVICAL 2 OR 3 VIEWS	80.00	80.00	0.00	0.00	80.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/17/2014	1 72100	LUMBOSACRAL 2 OR 3 VIEWS	100.00	100.00	0.00	0.00	100.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/21/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region			
04/21/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/21/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/21/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/21/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/22/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region			
04/22/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/22/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00

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Page No: 1 of 12

	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/22/2014	1	97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/22/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/24/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallographic lesions, lumbar region	3. 739.1	Nonallographic lesions, cervical region			
		2. 739.4	Nonallographic lesions, sacral region	4. 739.2	Nonallographic lesions, thoracic region			
04/24/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/24/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/24/2014	1	97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/24/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/28/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallographic lesions, lumbar region	3. 739.1	Nonallographic lesions, cervical region			
		2. 739.4	Nonallographic lesions, sacral region	4. 739.2	Nonallographic lesions, thoracic region			
04/28/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/28/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
04/28/2014	1	97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallographic lesions, cervical region			
		2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle			
04/28/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallographic lesions, cervical region			
		2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle			
04/29/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00

Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
04/29/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
04/29/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
04/29/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
04/29/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/01/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
05/01/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/01/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/01/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/01/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/01/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
05/05/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/05/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/05/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00	

Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/05/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/06/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1, 739.3	Nonallographic lesions, lumbar region	3, 739.1	Nonallographic lesions, cervical region				
	2, 739.4	Nonallographic lesions, sacral region	4, 739.2	Nonallographic lesions, thoracic region				
05/06/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/06/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/06/2014	1 97035	ULTRASOUND	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/06/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/08/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1, 739.3	Nonallographic lesions, lumbar region	3, 739.1	Nonallographic lesions, cervical region				
	2, 739.4	Nonallographic lesions, sacral region	4, 739.2	Nonallographic lesions, thoracic region				
05/08/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/08/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/08/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1, 846.0	Sprain of lumbosacral (joint) (ligament)	3, 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2, 724.6	Disorders of sacrum	4, 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecif				
05/08/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1, 723.3	Cervicobrachial syndrome (diffuse)	3, 739.1	Nonallographic lesions, cervical region				
	2, 723.2	Cervicocranial syndrome	4, 728.85	Spasm of muscle				
05/12/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1, 739.3	Nonallographic lesions, lumbar region	3, 739.1	Nonallographic lesions, cervical region				
	2, 739.4	Nonallographic lesions, sacral region	4, 739.2	Nonallographic lesions, thoracic region				
05/12/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	

	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/12/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/12/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/13/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
		2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region			
05/13/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/13/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/13/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/19/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
		2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region			
05/19/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/19/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
05/19/2014	1	97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region			
		2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle			
05/20/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
		2. 739.4	Nonallopathic lesions, sacral region	4.				
05/20/2014	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.				
		2. 739.2	Nonallopathic lesions, thoracic region	4.				
05/20/2014	1	97110	THER-EX	45.00	45.00	0.00	0.00	45.00

Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/20/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/20/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/22/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
05/22/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
05/22/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/22/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3. 739.1	Nonallopathic lesions, cervical region				
	2. 723.2	Cervicocranial syndrome	4. 728.85	Spasm of muscle				
05/22/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
05/27/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/27/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/29/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	

Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
05/29/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/29/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/29/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
05/29/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/02/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
06/02/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/02/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/02/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/02/2014	1 97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/03/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
06/03/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/03/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
06/03/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	

	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/03/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/05/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
		2. 739.4	Nonallopathic lesions, sacral region	4.				
06/05/2014	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/05/2014	1	97110	THER-EX	45.00	45.00	0.00	0.00	45.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/05/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/05/2014	1	97010	HOT/COLD PACK	20.00	20.00	0.00	0.00	20.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/09/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region			
		2. 739.4	Nonallopathic lesions, sacral region	4.				
06/09/2014	1	99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00	0.00	60.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/09/2014	1	97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00
	Diagnosis	1. 728.85	Spasm of muscle	3.				
		2. 739.2	Nonallopathic lesions, thoracic region	4.				
06/09/2014	1	97110	THER-EX	45.00	45.00	0.00	0.00	45.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/09/2014	1	97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
06/09/2014	1	MEDIC	MEDICAL RECORDS	50.00	50.00	0.00	0.00	50.00
	Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific			
		2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified			
11/10/2014	1	98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00

Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	2. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4. 739.2	Nonallopathic lesions, thoracic region				
11/10/2014	1 99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00	0.00	60.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/10/2014	1 97032	E-STIM ATTENDED (15 MIN)	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/10/2014	1 97010	HOT/COLD PACK	10.00	10.00	0.00	0.00	10.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/11/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region				
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/11/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/11/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/11/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/13/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region				
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/13/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/13/2014	1 97110	THER-EX	45.00	45.00	0.00	0.00	45.00	
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/13/2014	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified				
11/17/2014	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region				
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/17/2014	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	

Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/17/2014	1 97110	THER-EX		45.00	45.00	0.00	0.00	45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/17/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58					
	2. 724.6	Disorders of sacrum	4. 724.4					
11/18/2014	1 98941	CMT (3-4) SPINAL		50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4					
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/18/2014	1 97140	MANUAL THERAPY		46.00	46.00	0.00	0.00	46.00
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/18/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58					
	2. 724.6	Disorders of sacrum	4. 724.4					
11/24/2014	1 98941	CMT (3-4) SPINAL		50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4					
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/24/2014	1 97140	MANUAL THERAPY		46.00	46.00	0.00	0.00	46.00
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/24/2014	1 97110	THER-EX		45.00	45.00	0.00	0.00	45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/24/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58					
	2. 724.6	Disorders of sacrum	4. 724.4					
11/25/2014	1 98941	CMT (3-4) SPINAL		50.00	50.00	0.00	0.00	50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4					
	2. 739.3	Nonallopathic lesions, lumbar region	4.					
11/25/2014	1 97140	MANUAL THERAPY		46.00	46.00	0.00	0.00	46.00
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
11/25/2014	1 97110	THER-EX		45.00	45.00	0.00	0.00	45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.					
	2. 728.85	Spasm of muscle	4.					
11/25/2014	1 97012	TRACTION C/L-T		25.00	25.00	0.00	0.00	25.00

HEALTHSOURCE OF NORTHEAST COLUMBIA 131 PROFESSIONAL PARK RD, COLUMBIA, SC 29219
 Patient: GEORGE Y ESTRADA 9 SHERBROOK COURT, COLUMBIA, SC

Acct No: 1351

Tel: (803)217-3326
 Date: 4/17/2014 - 1/15/2015

Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified
01/06/2015	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region
	2. 739.4	Nonallopathic lesions, sacral region	4.	
01/06/2015	1 97140	MANUAL THERAPY	46.00	46.00 0.00 0.00 46.00
Diagnosis	1. 728.85	Spasm of muscle	3.	
	2. 739.2	Nonallopathic lesions, thoracic region	4.	
01/06/2015	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified
01/08/2015	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified	3. 739.4	Nonallopathic lesions, sacral region
	2. 739.3	Nonallopathic lesions, lumbar region	4.	
01/08/2015	1 97140	MANUAL THERAPY	46.00	46.00 0.00 0.00 46.00
Diagnosis	1. 728.85	Spasm of muscle	3.	
	2. 739.2	Nonallopathic lesions, thoracic region	4.	
01/08/2015	1 97110	THER-EX	45.00	45.00 0.00 0.00 45.00
Diagnosis	1. 723.3	Cervicobrachial syndrome (diffuse)	3.	
	2. 728.85	Spasm of muscle	4.	
01/08/2015	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unspecified
01/12/2015	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region
	2. 739.4	Nonallopathic lesions, sacral region	4.	
01/12/2015	1 97140	MANUAL THERAPY	46.00	46.00 0.00 0.00 46.00
Diagnosis	1. 728.85	Spasm of muscle	3.	
	2. 739.2	Nonallopathic lesions, thoracic region	4.	
01/12/2015	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specific
	2. 724.6	Disorders of sacrum	4.	
01/13/2015	1 98941	CMT (3-4) SPINAL	50.00	50.00 0.00 0.00 50.00
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region
	2. 739.4	Nonallopathic lesions, sacral region	4.	
01/13/2015	1 97140	MANUAL THERAPY	46.00	46.00 0.00 0.00 46.00
Diagnosis	1. 728.85	Spasm of muscle	3.	
	2. 739.2	Nonallopathic lesions, thoracic region	4.	
01/13/2015	1 97012	TRACTION C/L-T	25.00	25.00 0.00 0.00 25.00

HEALTHSOURCE OF NORTHEAST COLUMBIA 131 PROFESSIONAL PARK RD, COLUMBIA, SC 29229

Tel: (803)217-3335

Patient: GEORGE F ESTRADA 9 SHERBROOK COURT, COLUMBIA, SC

Acct No: 1351

Dates: 4/17/2014 - 1/15/2015

Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4.					
01/15/2015	1 98941	CMT (3-4) SPINAL	50.00	50.00	0.00	0.00	50.00	
Diagnosis	1. 739.3	Nonallopathic lesions, lumbar region	3. 739.1	Nonallopathic lesions, cervical region				
	2. 739.4	Nonallopathic lesions, sacral region	4.					
01/15/2015	1 99212	FOCUSED EXAM ESTABLISHED PATIENT	60.00	60.00	0.00	0.00	60.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unsp				
01/15/2015	1 97140	MANUAL THERAPY	46.00	46.00	0.00	0.00	46.00	
Diagnosis	1. 728.85	Spasm of muscle	3.					
	2. 739.2	Nonallopathic lesions, thoracic region	4.					
01/15/2015	1 97012	TRACTION C/L-T	25.00	25.00	0.00	0.00	25.00	
Diagnosis	1. 846.0	Sprain of lumbosacral (joint) (ligament)	3. 719.58	Stiffness of joint, not elsewhere classified, other specif				
	2. 724.6	Disorders of sacrum	4. 724.4	Thoracic or lumbosacral neuritis or radiculitis, unsp				
Grand Totals			5,359.00	0.00	0.00	0.00	5,359.00	
			Patient Payments	0.00				
			Primary Payments	0.00				
			Secondary Payments	0.00				



MEDICAL BILLS – CRISTIAN REYES

<u>Medical Provider</u>	<u>Bills</u>
Palmetto Health Richland	\$1,277.00
Palmetto Health Emergency	\$198.01
Professional Pathology	\$10.00
HealthSource	\$2,610.00
TOTAL MEDICALS	\$4,095.01

PROFESSIONAL PATHOLOGY SVCS,P
5700 SOUTHWYCK BLVD
TOLEDO,OH 43614-1509

PAGE 1

PATIENT NAME	
CRISTIAN REYES	
ACCOUNT NUMBER	STATEMENT DATE
[REDACTED]	4/14/14

AMOUNT DUE	AMOUNT PAID
10.00	



CRISTIAN REYES
[REDACTED] Maybank St
Columbia SC 29204-2860

3-276

REMIT TO-
PROFESSIONAL PATHOLOGY SVCS
5700 SOUTHWYCK BLVD
TOLEDO,OH 43614-1509

BILLING QUESTIONS? CALL 1-800/678-1861
9AM-7PM EASTERN

CLIENT ACCT# - R1409500074 /PSCR
PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

DATE	CPT/MODIFIERS	DESCRIPTION	AMOUNT
4/05/14	81001 26	URINALYSIS	10.00
** TOTAL CHARGES **			10.00
OUR RECORDS INDICATE THAT YOU DO NOT HAVE INSURANCE COVERAGE. IF THIS IS AN ERROR, PLEASE CONTACT OUR OFFICE WITH YOUR INSURANCE INFORMATION. THANK YOU.			
KEEP THIS STATEMENT FOR INCOME TAX RECORDS			

ACCOUNT NUMBER	DATE OF STATEMENT	PAYMENTS AFTER THIS DATE WILL APPEAR ON YOUR NEXT STATEMENT	AMOUNT PAID	AMOUNT DUE
[REDACTED]	4/14/14			10.00

PATIENT NAME
CRISTIAN REYES

PROFESSIONAL PATHOLOGY SVCS,PC
5700 SOUTHWYCK BLVD
TOLEDO,OH 43614-1509

OUTPATIENT 4/05/14
INSURANCE# 221862848 FC01
PHYSICIAN PAUL L GUERRY III MD
DIAGNOSIS V726.0
REF. PHYS. RIDLEY,STEPHEN F

ID NO. 01-0678285

FOR PROFESSIONAL PATHOLOGY SERVICES RENDERED AT PALMETTO HEALTH RICHLAND HO

SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

561



PALMETTO HEALTH



Dear Cristian Reyes:

Your account with Palmetto Health has been assigned to our self pay department for follow up. We are contacting you at this time because your insurance company has processed your claim and the current balance on this account is your responsibility or, we are unaware of any insurance coverage or payment arrangements that may have been made to resolve this balance.

As the self pay department of Palmetto Health, we want to work with you toward the successful resolution of this balance. If you are unable to pay this balance in full, please contact us at (803) 296-7900 or 1-800-499-5962 to obtain additional information on your account, to establish a payment plan, or to make a payment using your debit or credit card.

Thank You,
Patient Representative
Palmetto Health
(803) 296-7900
BD66

► ACCOUNT SUMMARY

Statement Date: 04/23/14
Service Date(s): 04/05/2014 - 04/05/2014
Account Number: [REDACTED]
Account Balance: \$1,021.60

► INSURANCE INFORMATION

Contact us if any of this information is incorrect. Please note only primary and secondary insurances are listed on this statement.

PRIMARY

Insurance: SELF PAY 20
Name of Insured: CRISTIAN REYES
ID Number: [REDACTED]

SECONDARY

Insurance:
Name of Insured:
ID Number:

Para Asistencia en Español llamar a 800-499-5962

PALMETTO HEALTH
293 Greystone Blvd
First Floor
Columbia, SC 29210 B

STATEMENT DATE: 04/23/14

PAGE: 1 of 1

*

CRISTIAN REYES
MAYBANK ST
COLUMBIA SC 29204-2860

☐ Please check box if address is incorrect or insurance information has changed and indicate change(s) on reverse side.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
☐	☐	☐
CARD NUMBER		EXP. DATE
FULL NAME (Please Print)		CCV CODE
SIGNATURE		
PATIENT NAME AND ACCOUNT NUMBER		DATES OF SERVICE
CRISTIAN REYES - [REDACTED]		04/05/2014 - 04/05/2014
ACCOUNT BALANCE	TOTAL CHARGES	AMOUNT PAID
\$1,021.60	\$1,277.00	\$

PERMIT TO
PALMETTO HEALTH RICHLAND
C/O PAYMENT PROCESSING
PO BOX 402111
ATLANTA, GA 30384-2111

RD4232014R140950007400001021606

562

97

2755

Wed Apr 23 17:56:16 2014

acc1152-20140423174529-5-31704865

110062b

Description	Amount	Description	Amount
LAB/UROLOGY	130.00		
EMERGENCY ROOM	1125.00		
SELF ADMINISTERED DRUGS	22.00		
TOTAL CHARGES	1277.00		
TOTAL INSURANCE PAYMENTS	0.00		
TOTAL ADJUSTMENTS	-255.40		
TOTAL PATIENT PAYMENTS	0.00		
ACCOUNT BALANCE	1,021.60		

Date(s) of Service	Location	Account Number
04/05/2014 - 04/05/2014	EMERGENCY ROOM	[REDACTED]

Customer Service

If you have any questions regarding this balance or would like an itemized statement, please contact our Patient Financial Services at 803-296-7900 or 800-499-5962. Monday through Friday, 8:30 a.m. to 5:00 p.m.. You may email questions to us at: www.palmettohealth.org. Written correspondence - Palmetto Health Richland, C/O Payment Processing, PO Box 402111, Atlanta, GA 30384-2111

Other Bills You May Receive

You may receive bills from your own doctor, doctors who assisted in your care, or from other facilities. The doctors and facilities bill for their services separately, and may include:

Radiology: (803) 434-2600
 Pathology: (866) 252-1913
 Anesthesiology: (803) 434-6151
 ER Doctor Billing: (800) 877-7564

PAIR OF THE FOLLOWING HAS BEEN DURING A LATE STATE OF

ADDRESS: [REDACTED]

PHONE: [REDACTED]

CITY: [REDACTED] STATE: [REDACTED]

ZIP: [REDACTED]

DATE OF BIRTH: [REDACTED]

SEX: [REDACTED]

RELATIONSHIP: [REDACTED]

DATE OF SERVICE: [REDACTED]

DATE OF BILLING: [REDACTED]

DATE OF PAYMENT: [REDACTED]

DATE OF RECEIPT: [REDACTED]

DATE OF CANCELLATION: [REDACTED]

DATE OF REVERSAL: [REDACTED]

DATE OF REFUND: [REDACTED]

DATE OF CREDIT: [REDACTED]

DATE OF DEBIT: [REDACTED]

DATE OF TRANSFER: [REDACTED]

DATE OF RETURN: [REDACTED]

DATE OF EXCHANGE: [REDACTED]

DATE OF PURCHASE: [REDACTED]

DATE OF SALE: [REDACTED]

DATE OF LEASE: [REDACTED]

DATE OF RENT: [REDACTED]

DATE OF LOAN: [REDACTED]

DATE OF INVESTMENT: [REDACTED]

DATE OF GIFT: [REDACTED]

DATE OF INHERITANCE: [REDACTED]

DATE OF ESTATE: [REDACTED]

DATE OF PROBATE: [REDACTED]

DATE OF TRUST: [REDACTED]

DATE OF WILL: [REDACTED]

DATE OF TESTAMENT: [REDACTED]

DATE OF DEED: [REDACTED]

DATE OF CONTRACT: [REDACTED]

DATE OF AGREEMENT: [REDACTED]

DATE OF COVENANT: [REDACTED]

DATE OF EASEMENT: [REDACTED]

DATE OF ENCUMBRANCE: [REDACTED]

DATE OF LIEN: [REDACTED]

DATE OF MORTGAGE: [REDACTED]

DATE OF DEED OF TRUST: [REDACTED]

DATE OF MORTGAGE NOTE: [REDACTED]

DATE OF MORTGAGE AGREEMENT: [REDACTED]

DATE OF MORTGAGE CONTRACT: [REDACTED]

DATE OF MORTGAGE DOCUMENT: [REDACTED]

DATE OF MORTGAGE INSTRUMENT: [REDACTED]

DATE OF MORTGAGE RECORD: [REDACTED]

DATE OF MORTGAGE FILING: [REDACTED]

DATE OF MORTGAGE CLOSING: [REDACTED]

DATE OF MORTGAGE SETBACK: [REDACTED]

DATE OF MORTGAGE DELAY: [REDACTED]

DATE OF MORTGAGE PROBLEM: [REDACTED]

DATE OF MORTGAGE ISSUE: [REDACTED]

DATE OF MORTGAGE COMPLAINT: [REDACTED]

DATE OF MORTGAGE SUIT: [REDACTED]

DATE OF MORTGAGE FORECLOSURE: [REDACTED]

DATE OF MORTGAGE REPOSSESSION: [REDACTED]

DATE OF MORTGAGE REDEMPTION: [REDACTED]

DATE OF MORTGAGE REINSTATEMENT: [REDACTED]

DATE OF MORTGAGE RESCUE: [REDACTED]

DATE OF MORTGAGE RESOLUTION: [REDACTED]

DATE OF MORTGAGE SETTLEMENT: [REDACTED]

DATE OF MORTGAGE AGREEMENT: [REDACTED]

DATE OF MORTGAGE CONTRACT: [REDACTED]

DATE OF MORTGAGE DOCUMENT: [REDACTED]

DATE OF MORTGAGE INSTRUMENT: [REDACTED]

DATE OF MORTGAGE RECORD: [REDACTED]

DATE OF MORTGAGE FILING: [REDACTED]

DATE OF MORTGAGE CLOSING: [REDACTED]

DATE OF MORTGAGE SETBACK: [REDACTED]

DATE OF MORTGAGE DELAY: [REDACTED]

DATE OF MORTGAGE PROBLEM: [REDACTED]

DATE OF MORTGAGE ISSUE: [REDACTED]

DATE OF MORTGAGE COMPLAINT: [REDACTED]

DATE OF MORTGAGE SUIT: [REDACTED]

DATE OF MORTGAGE FORECLOSURE: [REDACTED]

DATE OF MORTGAGE REPOSSESSION: [REDACTED]

DATE OF MORTGAGE REDEMPTION: [REDACTED]

DATE OF MORTGAGE REINSTATEMENT: [REDACTED]

DATE OF MORTGAGE RESCUE: [REDACTED]

DATE OF MORTGAGE RESOLUTION: [REDACTED]

DATE OF MORTGAGE SETTLEMENT: [REDACTED]

PALMETTO HEALTH-EMERG PHYS-RICHLAND

Thank you for choosing PALMETTO
HEALTH-EMERG PHYS-RICHLAND for your
health care needs.

Page

Statement Date:
Responsible Party:
Account Number:
Due Date:

5/2
CRISTIAN REYES
Upon Receipt

Summary of Account

Total Charges
Insurance Payments
Insurance Adjustments
Patient Payments
Account Adjustments
AMOUNT YOU OWE

REQUEST FOR PAYMENT

Important Message:

Your account still has an outstanding balance. Please make
payment immediately to avoid further collection activity.
Thank you for your prompt attention.

Su cuenta refleja un balance pendiente. Por favor envíe su
pago para evitar futuras facturas. Apreciamos su pronta
atención.

Your payment is appreciated! Please see the following
transaction details.

Payment, Insurance, & Billing Information

Accept payment by check or money order.
Please reference the stub for pay address and other
information.

at www.peryourhealth.com to update your
e-mail address, view your account, or send a
letter to our billing office.

064110217 Access key: 62H336

the billing office, please call
195

1:00 AM-5:00 PM EST

also en Español llame al numero de

PALMETTO HEALTH-EMERG
P.O. BOX 4771 PHYS-RICHLAND
JACKSONVILLE

Temp - Requested

JAX*0850*

200325 54199

CRISTIAN

MAY

COLUMBIA

Pay By Mail

-- Please detach and return bottom stub with your check
-- Include account number on check and correspondence

Account		Patient	
Statement Date	Amount Due	Due Date	Amount Paid
5/21/14	\$ 198.01	Upon Receipt	

For your protection: Do not include the credit card information in the mail.
Make CHECK payable and remit to:

PALMETTO HEALTH-EMERG PHYS-RICHLAND
PO BOX 402150
ATLANTA, GA 30384-2150

564

MEDICAL BILLS - CARLETTA WILLIAMS

<u>Medical Facility</u>	<u>Costs</u>
Palmetto Health Baptist	\$772.00
Midlands Health Center	\$2,911.00
TOTAL MEDICALS	\$3,683.00



303 296 2525

03:42:03 p.m. 07-14-2014

4 i6



**ITEMIZED STATEMENT
OF CHARGES**

TYPE OF BILL	DATE OF BILL	PAGE NO.

COLUMBIA, SC 29210		PATIENT NAME		PATIENT NUMBER		SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAY
CARLETTA RAHMEICA WILLIAMS		1409500064		F	30Y	04/05/14	04/05/14			
INSURANCE COMPANY NAME		GROUP NUMBER		POLICY NUMBER		PLEASE RETAIN FOR YOUR RECORDS				
190403 BLUE CHOICE MEDICAID 190404 1500 BLUE CHOICE MEDI		1864000001 1854000001		ZCD4402767307 ZCD4402767307						
GUARANTOR NAME AND ADDRESS		CARLETTA RAHMEICA WILLIAMS 5324 BUSH RIVER RD APT D5 COLUMBIA SC 29212				FOR PATIENT INFORMATION ONLY. ALL BENEFITS ASSIGNED TO PALMETTO HEALTH BAPTIST FOR QUESTIONS CALL (803) 296-5098 1-800-243-7711.				
DATE	ITEM NO.									

DATE	ITEM NO.	DESCRIPTION	CLM. CODE	ORDER NO.	QTY.	UNIT PRICE	TOTAL CHARGES
		0450 EMERGENCY ROOM					730.00
		0637 SELF ADMINISTERED DRUGS					42.00
		TOTAL CHARGES					772.00
04/21/14	I2302	44 MEDICAID PAYMENT					-156.72
04/10/14	A8604	855 PATHWAYS CONTRACT MANAGEMENT					-615.28
		TOTAL PAYMENTS/ADJUSTMENTS					-772.00
						TOTAL AMOUNT DUE	0.00

PATIENT NUMBER
 1409500064

PLEASE REFER TO PATIENT NUMBER ON ALL INQUIRIES AND CORRESPONDENCE.

ADDITIONAL PATIENT BILLING MAY BE NECESSARY FOR ANY CHARGES NOT POSTED WHEN THIS BILL IS PREPARED, OR IF ANY INSURANCE CARRIERS DO NOT PAY ANY AMOUNT.

* LASERSTMT (11/07)

PLEASE RETAIN FOR YOUR RECORDS

566

Richard D. McCaughan
3106 Devine St
Columbia, SC 29205-1846
803-252-2255
ID#: 570926896
Richard McCaughan DC NPI#: 1376525402
Tuesday July 29, 2014

Patient : CARLETTA WILLIAMS (PI) #1740
Itemized Statement: 06/17/2014 - 07/29/2014
DOB : 05/17/1984
Onset date :

Mail to:
CARLETTA WILLIAMS (PI)
5324 BUSH RIVER ROAD APT D5
COLUMBIA, SC 29212

Insured

Insurance Carrier (primary)

DOB:
Policy#:

Attorney
STANLEY MYERS
1700 SUNSET BLVD
WEST COLUMBIA SC 29171

Employer

Current Diagnosis
739.3 NONALLOPATHIC LESION LUMBAR
724.2 LUMBAR/LOW BACK PAIN
724.1 DORSALGIA) T-SPINE
728.85 SPASM OF MUSCLE
723.1 CERVICALGIA

Thank you for your payment.

Date	Description	Amount
06/17/14	99202 25 NEW PATIENT EXPANDED VISIT	\$ 75.00
06/17/14	72050 X-RAY (CERVICAL 4-5V)	\$ 120.00
06/17/14	72070 X-RAY (THORACIC 2V)	\$ 45.00
06/17/14	72100 X-RAY (LUMBOSACRAL 2-3V)	\$ 95.00
06/17/14	99070 ICE PACK/SMALL	\$ 6.00
06/17/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
06/19/14	98942 CHIROPRACTIC ADJUSTMENT 5	\$ 50.00
06/23/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
06/25/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
06/26/14	98942 CHIROPRACTIC ADJUSTMENT 5	\$ 50.00
06/30/14	98942 CHIROPRACTIC ADJUSTMENT 5	\$ 50.00
07/02/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/03/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/07/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/09/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/10/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
07/14/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
7/16/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
7/16/14	99212 25 E/M ESTABLISHED (LIMITED)	\$ 35.00
7/17/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00

otal Sales Tax : \$ 0.00
otal Late Charges : \$ 0.00
otal Interest Charges : \$ 0.00
atients-Cash Rcvd : \$ 0.00
atients-Chks Rcvd : \$ 0.00
atients-Crdt Crd : \$ 0.00

Page 2 . Patient: CARLETTA WILLIAMS (PI)

Payer Payments	:	\$	0.00
Total Charges	:	\$	1076.00
Total Received	:	\$	0.00
Total Adjustment	:	\$	0.00
Balance (based on search)	:	\$	1076.00

Midlands Health Center
 3106 Devine Street
 Columbia, SC 29205-1846
 803-252-2255
 ID#: 570926896
 Kiran Sandrapaty MD NPI#: 1407865330
 Tuesday July 29, 2014

Patient : CARLETTA WILLIAMS (PI) #1740
 Itemized Statement: 06/17/2014 - 07/29/2014
 DOB : 05/17/1984
 Onset date :

Mail to:
 CARLETTA WILLIAMS (PI)
 5324 BUSH RIVER ROAD APT D5
 COLUMBIA, SC 29212

Insured

Insurance Carrier (primary)

DOB:
 Policy#:

Attorney
 STANLEY MYERS
 1700 SUNSET BLVD
 WEST COLUMBIA SC 29171

Employer

Current Diagnosis
 723.1 CERVICALGIA
 724.2 LUMBAR/LOW BACK PAIN
 724.1 DORSALGIA) T-SPINE
 728.85 SPASM OF MUSCLE

Thank you for your payment.

Date	Description	Amount
06/17/14	99204 25 NEW PATIENT COMPREHENSIVE VISIT	\$ 325.00
06/17/14	97140 59 MANUAL THERAPY	\$ 35.00
06/17/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/17/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/17/14	97010 CRYOTHERAPY	\$ 15.00
06/19/14	97140 59 MANUAL THERAPY	\$ 35.00
06/19/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/19/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/19/14	97010 CRYOTHERAPY	\$ 15.00
06/23/14	97140 59 MANUAL THERAPY	\$ 35.00
06/23/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/23/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/23/14	97010 CRYOTHERAPY	\$ 15.00
06/25/14	97140 59 MANUAL THERAPY	\$ 35.00
06/25/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/25/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/25/14	97010 CRYOTHERAPY	\$ 15.00
06/26/14	97140 59 MANUAL THERAPY	\$ 35.00
06/26/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/26/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/26/14	97010 CRYOTHERAPY	\$ 15.00
06/30/14	97140 59 MANUAL THERAPY	\$ 35.00
06/30/14	97124 59 ELECTRO MASSAGE	\$ 20.00
06/30/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
06/30/14	97010 CRYOTHERAPY	\$ 15.00
7/02/14	97140 59 MANUAL THERAPY	\$ 35.00
7/02/14	97124 59 ELECTRO MASSAGE	\$ 20.00
7/02/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
7/03/14	97140 59 MANUAL THERAPY	\$ 35.00

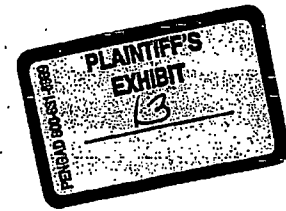
Date	Description	Amount
07/03/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/03/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/03/14	97010 CRYOTHERAPY	\$ 15.00
07/07/14	97140 59 MANUAL THERAPY	\$ 35.00
07/07/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/07/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/07/14	97010 CRYOTHERAPY	\$ 15.00
07/09/14	97140 59 MANUAL THERAPY	\$ 35.00
07/09/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/09/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/09/14	97010 CRYOTHERAPY	\$ 15.00
07/10/14	97140 59 MANUAL THERAPY	\$ 35.00
07/10/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/10/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/10/14	97010 CRYOTHERAPY	\$ 15.00
07/14/14	97140 59 MANUAL THERAPY	\$ 35.00
07/14/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/14/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/14/14	97010 CRYOTHERAPY	\$ 15.00
07/16/14	97140 59 MANUAL THERAPY	\$ 35.00
07/16/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/16/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/16/14	97010 CRYOTHERAPY	\$ 15.00
07/16/14	99214 25 E/M ESTABLISHED (HIGH)	\$ 205.00
07/17/14	97140 59 MANUAL THERAPY	\$ 35.00
07/17/14	97124 59 ELECTRO MASSAGE	\$ 20.00
07/17/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
07/17/14	97010 CRYOTHERAPY	\$ 15.00

Total Sales Tax	:	\$	0.00
Total Late Charges	:	\$	0.00
Total Interest Charges	:	\$	0.00
Patients-Cash Rcvd	:	\$	0.00
Patients-Chks Rcvd	:	\$	0.00
Patients-Crdt Crd	:	\$	0.00
Payer Payments	:	\$	0.00

Total Charges	:	\$	1915.00
Total Received	:	\$	0.00
Total Adjustment	:	\$	0.00
Balance (based on search)	:	\$	1915.00

MEDICAL BILLS - TYRONE RUFF

<u>Medical Facility</u>	<u>Costs</u>
Palmetto Health Baptist	\$1,838.00
Pitts Radiology	\$66.00
Lexington Medical Center – Urgent Care	\$1,403.00
Lexington Medical Center	\$4,676.50
Lexington Radiology	\$92.00
Southeastern Medical (MRI)	\$2,550.00
Columbia Rehabilitation Clinic	\$1,387.00
Riley Family Practice	\$92.00
TOTAL MEDICALS	\$12,104.50





PALMETTO HEALTH



Dear Tyrone Ruff:

Your account with Palmetto Health has been assigned to our self pay department for follow up. We are contacting you at this time because your insurance company has processed your claim and the current balance on this account is your responsibility or, we are unaware of any insurance coverage or payment arrangements that may have been made to resolve this balance.

As the self pay department of Palmetto Health, we want to work with you toward the successful resolution of this balance. If you are unable to pay this balance in full, please contact us at (803) 296-7900 or 1-800-499-5962 to obtain additional information on your account, to establish a payment plan, or to make a payment using your debit or credit card.

Thank You,
Patient Representative
Palmetto Health
(803) 296-7900
BD66

► ACCOUNT SUMMARY

Statement Date: 04/23/14
Service Date(s): 04/05/2014 - 04/05/2014
Account Number: B1409500069
Account Balance: \$1,470.40

► INSURANCE INFORMATION

Contact us if any of this information is incorrect. Please note only primary and secondary insurances are listed on this statement.

PRIMARY

Insurance: SELF PAY 20
Name of Insured: TYRONE RUFF
ID Number: 251557211

SECONDARY

Insurance:
Name of Insured:
ID Number:

Para Asistencia en Español llamar a 800-499-5962

PALMETTO HEALTH
293 Greystone Blvd
First Floor
Columbia, SC 29210 B

STATEMENT DATE: 04/23/14

PAGE: 1 of 1

*

ADDRESSEE

TYRONE RUFF
5324 BUSH RIVER RD APT D5
COLUMBIA SC 29212-3015

☐ Please check box if address is incorrect or insurance information has changed and indicate change(s) on reverse side.

IF PAYING BY CREDIT CARD, FILL OUT BELOW.		
☐	☐	☒
CARD NUMBER		EXP. DATE
FULL NAME (Please Print)		CCV CODE
SIGNATURE		
PATIENT NAME AND ACCOUNT NUMBER		DATES OF SERVICE
TYRONE RUFF - B1409500069		04/05/2014 - 04/05/2014
ACCOUNT BALANCE	TOTAL CHARGES	AMOUNT PAID
\$1,470.40	\$1,838.00	\$

REMIT TO
PALMETTO HEALTH BAPTIST
C/O PAYMENT PROCESSING
PO BOX 402130
ATLANTA, GA 30384-2130

572

West Any 23 17-55-47 2014

acc1152-20140423174529-1-317047493

1100020

HOSPITAL SUMMARY OF CHARGES

Description	Amount	Description	Amount
DX X-RAY	818.00		
EMERGENCY ROOM	976.00		
SELF ADMINISTERED DRUGS	44.00		
TOTAL CHARGES	1838.00		
TOTAL INSURANCE PAYMENTS	0.00		
TOTAL ADJUSTMENTS	-367.60		
TOTAL PATIENT PAYMENTS	0.00		
ACCOUNT BALANCE	1,470.40		

Date(s) of Service	Location	Account Number
04/05/2014 - 04/05/2014	EMERGENCY ROOM PATIENT	B1409500069

Customer Service

If you have any questions regarding this balance or would like an itemized statement, please contact our Patient Financial Services at 803-296-7900 or 800-499-5962. Monday through Friday, 8:30 a.m. to 5:00 p.m.. You may email questions to us at: www.palmettohealth.org. Written correspondence - Palmetto Health Baptist, C/O Payment Processing, PO Box 402130, Atlanta, GA 30384-2130

Other Bills You May Receive

You may receive bills from your own doctor, doctors who assisted in your care, or from other facilities. The doctors and facilities bill for their services separately, and may include:

Radiology: (866) 481-7572
 Pathology: (866) 252-1913
 Anesthesiology: (888) 276-1910
 ER Doctor Billing: (800) 877-7564

IF ANY OF THE FOLLOWING CHARGES ARE:

ABOUT:

YOUR PATIENT:

ADDRESS:

NAME:

PHONE:

DATE:


Summary of Service Charges

DATE	PROC CODE	UNITS	DETAILS OF SERVICES	CHARGES	PAY/ ADJ	INSUR. PENDING	PATIENT BALANCE
Patient: TYRONE RUFF				Referred By: GINA A. MARTIN			
				Services Were Provided at: PALMETTO HEALTH BAPTIST MED. CTR ER			
04-05-14	73090	1	X-RAY EXAM OF FOREARM	28.00		0.00	28.00
04-14-14			GUARANTOR RESPONSIBILITY DATE (ChargeID: 3498837)				
04-05-14	72100	1	X-RAY EXAM L-S SPINE 2/3 VWS	40.00		0.00	40.00
04-14-14			GUARANTOR RESPONSIBILITY DATE (ChargeID: 3498840)				

Current	31-60 Days	61-90 Days	Over 90 Days
\$66.00	\$0.00	\$0.00	\$0.00

PAYMENT DUE:	BALANCE DUE:
Upon Receipt	\$66.00

PITTS RADIOLOGY
 PO BOX 602728
 CHARLOTTE, NC 28260-2728
 866-481-7572

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Patient Statement For: TYRONE RUFF

Statement Date

04/29/14

Account Number

301361-QPITT

STATEMENT
 SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

STAIEMENTI

V18182 2
5392M
MO14

Please Include Security Code From Back Of Card	
CHECK CARD USING FOR PAYMENT	
 ☐ MASTERCARD	 ☐ VISA
CARD NUMBER	EXP. DATE
CARDHOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT

REMIT TO:

LEXINGTON MEDICAL CENTER IRMO
PAYMENT PROCESSING CENTER
PO BOX 34429
SEATTLE WA 98124-1429

[illegible]

Office Phone Number 877-835-0975	Statement Date 04/14/14	Your Account Number 2061710	Page No. 1	Current Balance 1,403.00	LEASE RETURN THIS PORTION WITH PAYMENT
					SHOW AMOUNT PAID HERE \$

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

DATE	PROVIDER NAME	EXPLANATION OF ACTIVITY	PATIENT NAME	CHARGES AND DEBITS	PAYMENTS AND CREDITS	BALANCE
041014	MOORE MD	NEW PATIENT EXAM - LEVEL	TYRONE	364.00		
-		Insurance Balance: 0.00		Patient Balance:		364.00
041014	MOORE MD	URINALYSIS WITH M	TYRONE	28.00		
-		Insurance Balance: 0.00		Patient Balance:		28.00
041014	MOORE MD	XRAY L/S SPINE 2 OR 3 VIE	TYRONE	624.00		
-		Insurance Balance: 0.00		Patient Balance:		624.00
041014	MOORE MD	XRAY WRIST 3 VIEW	TYRONE	387.00		
-		Insurance Balance: 0.00		Patient Balance:		387.00

04/14/14

PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE:

2061710

Current	31-60 Days	61-90 Days	>90 Days	Total	Ins Pending	PATIENT BALANCE PAY THIS AMOUNT
1,403.00	0.00	0.00	0.00	1,403.00	0.00	1,403.00

ID INQUIRIES / PAYMENTS TO:

LEXINGTON MEDICAL CENTER IRMO
PO BOX 100272
COLUMBIA, SC 29202
877-835-0975

1719 2863307 000720 000720 00001/00001 920966912

575

LEXINGTON RADIOLOGY ASSOCIATES
508 HULON LN
WEST COLUMBIA, SC 29169

2061710 **STATEMENT**

PAY YOUR BILL ONLINE
AT LEXMED.COM!
CLICK ON PAY YOUR BILL

V18183 107
5392M
MO14

721104141400009200115510186181080390

>02553 2863307 001 092096
TYRONE RUFF
5324 BUSH RIVER RD APT D5
COLUMBIA SC 29212-3015

REMIT TO:

LEXINGTON RADIOLOGY ASSOCIATES
PAYMENT PROCESSING CENTER
PO BOX 34429
SEATTLE WA 98124-1429

|||||

Please include Security Code From Back Of Card	
CHECK CARD USING FOR PAYMENT	
☐ MASTERCARD	☐ VISA ☐ VISA
CARD NUMBER	EXP. DATE
CARDHOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT

PLEASE RETURN THIS PORTION WITH PAYMENT

Office Phone Number 803-935-8350	Statement Date 04/14/14	Your Account Number 2061710	Page No. 1	Patient balance 92.00	SHOW AMOUNT PAID HERE \$
-------------------------------------	----------------------------	--------------------------------	---------------	--------------------------	-----------------------------

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

DATE	PROVIDER NAME	EXPLANATION OF ACTIVITY	PATIENT NAME	CHARGES AND DEBITS	PAYMENTS AND CREDITS	BALANCE
041014	MCCAIN MD	SPINE, LUMBAR 2 OR 3 VIEWS	TYRONE	52.00		
		Insurance Balance:		Patient Balance:		52.00
041014	MCCAIN MD	WRIST COMPLETE MIN 3 VIEW	TYRONE	40.00		
		Insurance Balance:		Patient Balance:		40.00

Statement Date:	04/14/14	PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE:					2061710
Current	31-60 Days	61-90 Days	>90 Days	Total	Ins Pending	PATIENT BALANCE PAY THIS AMOUNT	
92.00	0.00	0.00	0.00	92.00	0.00	92.00	

FOR INQUIRIES / PAYMENTS TO:

LEXINGTON RADIOLOGY ASSOCIATES
508 HULON LN
WEST COLUMBIA, SC 29169
803-935-8350

02553 2863307 0010554 00001100001 020955812

576



Lexington Medical Center

2720 Sunset Boulevard • West Columbia, SC 29169
(803) 791-2000 • www.lexmed.com

3/30/2016

1 of 1

Guarantor Information

Tyrone Ruff
5324 BUSH RIVER RD APT D5
COLUMBIA, SC 29212

Guarantor ID: 241082

This is not a bill. This is an itemization of hospital services for:

Patient Name: Tyrone Ruff
Hospital Account: 200699518

Admission Date: 06/17/2014
Discharge Date: 06/17/2014

Visit Coverages:
SELF PAY

Charges

Service Date	Rev Code	Procedure Code	Description	Qty	Amount
06/17/2014	0320	40000087	HC C-SPINE AP-LAT/ODONTIOD	1	635.00
06/17/2014	0320	40000073	HC LUMBAR SPINE 2 OR 3 VIEWS	1	682.00
06/17/2014	0450	19000210	HC EMERGENCY ROOM VISIT LEVEL 5	1	1,682.00
06/17/2014	0637	22000075	CYCLOBENZAPRINE 10 MG TABS	1	12.25
06/17/2014	0637	22000075	IBUPROFEN 600 MG TABS	1	12.25
06/17/2014	0681	60000328	HC PR EMERGENCY ROOM VISIT LEVEL 4	1	982.00
Total charges:					3,985.50
Total payments and adjustments:					0.00

Current Hospital Account Balance: \$3,985.50

**Lexington Medical Center**2720 Sunset Boulevard • West Columbia, SC 29169
(803) 791-2000 • www.lexmed.com

3/30/2016

1 of 1

Guarantor InformationTyrone Ruff
5324 BUSH RIVER RD APT D5
COLUMBIA, SC 29212

Guarantor ID: 241082

*This is not a bill. This is an itemization of hospital services for:*Patient Name: Tyrone Ruff
Hospital Account: 200683092Admission Date: 06/06/2014
Discharge Date: 06/06/2014Visit Coverages:
SELF PAY**Charges**

Service Date	Rev Code	Procedure Code	Description	Qty	Amount
06/06/2014	0450	19000207	HC EMERGENCY ROOM VISIT LEVEL 2	1	350.00
06/06/2014	0981	60000326	HC PR EMERGENCY ROOM VISIT LEVEL 2	1	341.00
Total charges:					691.00
Total payments and adjustments:					0.00

Current Hospital Account Balance: \$691.00

Le B
Assigned to
Lexington Medical Center

COLUMBIA REHAB CLINIC, INC. TN
2362 TWO NOTCH ROAD
COLUMBIA SC 29204
PERSONAL & CONFIDENTIAL



ADDRESS SERVICE REQUESTED

003616
0101

p1872a 4169
STMT DATE: 03/02/16

ATTY NICK RILEY
C/O TYRONE RUFF
PO BOX 5709
WEST COLUMBIA, SC 29171-5709



CARD TYPE:		CARD EXPIRES:	
CARD NUMBER:			
SECURITY CODE FROM BACK OF CARD:			
PRINT CARD HOLDER'S NAME:			
SIGNATURE:			
ACCOUNT NO:	DUE DATE:	AMOUNT DUE:	SHOW AMOUNT PAID:
10178	Upon Receipt	\$1,387.00	

COLUMBIA REHAB CLINIC, INC. TN
2362 TWO NOTCH ROAD
COLUMBIA SC 29204-2257

STATEMENT

655258A (PC1)

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

PAGE	STATEMENT DATE	DUE DATE	OFFICE PHONE NUMBER	ACCOUNT #	AMOUNT DUE
1	03/02/16	Upon Receipt	(803) 799-7007	10178	\$1,387.00
DATE	PROVIDER	EXPLANATION OF ACTIVITY	CHARGES & DEBITS	PAYMENTS & CREDITS	
06/10/14	FILLER	BALANCE FORWARD	\$150.00		
06/10/14	FILLER	EXERCISE - TYRONE	\$60.00		
06/10/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/10/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
06/12/14	FILLER	EXERCISE - TYRONE	\$120.00		
06/12/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/12/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
06/19/14	FILLER	EXERCISE - TYRONE	\$120.00		
06/19/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/19/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
06/27/14	FILLER	EXERCISE - TYRONE	\$120.00		
06/27/14	FILLER	COLD PACK - TYRONE	\$18.00		
06/27/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
07/03/14	FILLER	EXERCISE - TYRONE	\$120.00		
07/03/14	FILLER	HOT/COLD PACK - TYRONE	\$60.00		
07/03/14	FILLER	E-STIM UN-ATTENDED - TYRONE	\$65.00		
07/10/14	FILLER	EXERCISE - TYRONE	\$180.00		
07/10/14	FILLER	ROM MEASUREMENT EXC HANDS - TYRONE	\$60.00		

THANK YOU FOR CHOOSING THE COLUMBIA REHABILITATION CLINIC

PATIENT BALANCE
PAY THIS AMOUNT
\$1,387.00

MESSAGE:

SEND INQUIRIES TO:
COLUMBIA REHAB CLINIC, INC. TN
2362 TWO NOTCH ROAD
COLUMBIA SC 29204-2257



(803) 799-7007

579

Southeastern Medical Solutions

Invoice

Phone: 843-628-1380 Fax: 843-628-7054

Email: southeasternms@gmail.com

Page: 1

5/11/2014

Patient: Tyrone Ruff
595 Newberry Hwy
Saluda, SC 29138

Date of injury: 4/5/2014

Referring physician: Ralph Riley MD

Rendering Facility: Palmetto Imaging

Chart #: RUFTY000

Attorney: Moore Taylor Law Firm

Case #: 1198

1700 Sunset Blvd

West Columbia

SC 29169

PH: (803)796-9160

FAX: (803)791-8410

Date	Description	Procedure	Modify	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
5/6/2014	Non Contrast MRI Lumbar	72148		724.2				1	2,550.00

Please Make Checks Payable To:

Southeastern Medical Solutions, LLC
PO Box 80201
Charleston, SC 29416
Tax ID: 27-3700262

Total Charges:	\$ 2550.00
Total Payments:	\$ 0.00
Total Adjustments:	\$ 0.00
Total Due This Visit:	\$ 2550.00
Total Account Balance:	\$ 2,550.00

Amounts billed for medical services represent SMS usual and customary fee schedule and administrative charges.

Questions regarding this statement? Call 843-628-1380 or Email: southeasternms@gmail.com

PLEASE DO NOT CONTACT THE RENDERING PHYSICIAN OR FACILITY FOR CLINICAL OR BILLING DOCUMENTATION.

580

2016-03-29 13:43 riley family practic

8644453956 >>

P 3/3

***** INSTANT BILL ***** ACCT:15649 DATE:03/29/16 PAGE 1 OF 1

RILEY FAMILY PRACTICE ASSOC PA	LAST PAYMENT	YTD PAY
PO BOX 248	-----	-----
SALUDA, SC 29138-0248	10/30/14 \$15.00	30.00

OFFICE PH:064-445-2500 HOME PH:003-602-8603 BUSINESS PH:

EXT:

PAT NAME	APPOINTMENT
-----	-----

TYRONE RUFF
5324 BUSH RIVER RD DS
COLUMBIA, SC 29212

TR TYRONE RUFF

DIAGNOSIS

1-724.2 LOW BACK PAIN

NUM DOCTOR	SSN#	TAX ID	MEDICAID	PROVIDER
-----	-----	-----	-----	-----
17 KEYONIA YOUNG JOHNSON	250940614	57-0959503	115217	57-0959503

DATE	DR	PAT	DIAGNOSIS	TCODE	MOD	DESCRIPTION	CHARGE	CREDIT	BALANCE
-----	---	---	-----	-----	---	-----	-----	-----	-----
04/29/14	17	TR	1	99212		BRIEF-LEVEL 2	93.00		93.00

MESSAGES

TOT: 993.00

* The Balance shown may not be the entire Account Balance.
It only reflects the transactions listed on this statement.

THANK YOU FOR LETTING US PROVIDE YOUR HEALTHCARE NEEDS

**PALMETTO HEALTH-EMERG
PHYS-RICHLAND**

Page 2 of 2

Statement Date:
Responsible Party:
Account Number:
Due Date:

5/21/14
CRISTIAN REYES
[REDACTED]
Upon Receipt

Patient: CRISTIAN REYES		Site of Service: PALMETTO HEALTH RICHLAND		Primary: Self Pay		
Account: [REDACTED]		Refer Prov:		Secondary:		
Service Dt.	Provider	Service Description	Charges	Payments	Adjustments	You Owe
04/05/14	STEPHEN F RIDLEY, MD	99283-EMERGENCY DEPT VISIT	198.01			
Amount You Owe						198.01

Total Amount You Owe
\$ 198.01

Please be aware that the above summary represents PROFESSIONAL services from your medical provider.
You may receive a separate statement for services provided by the hospital.

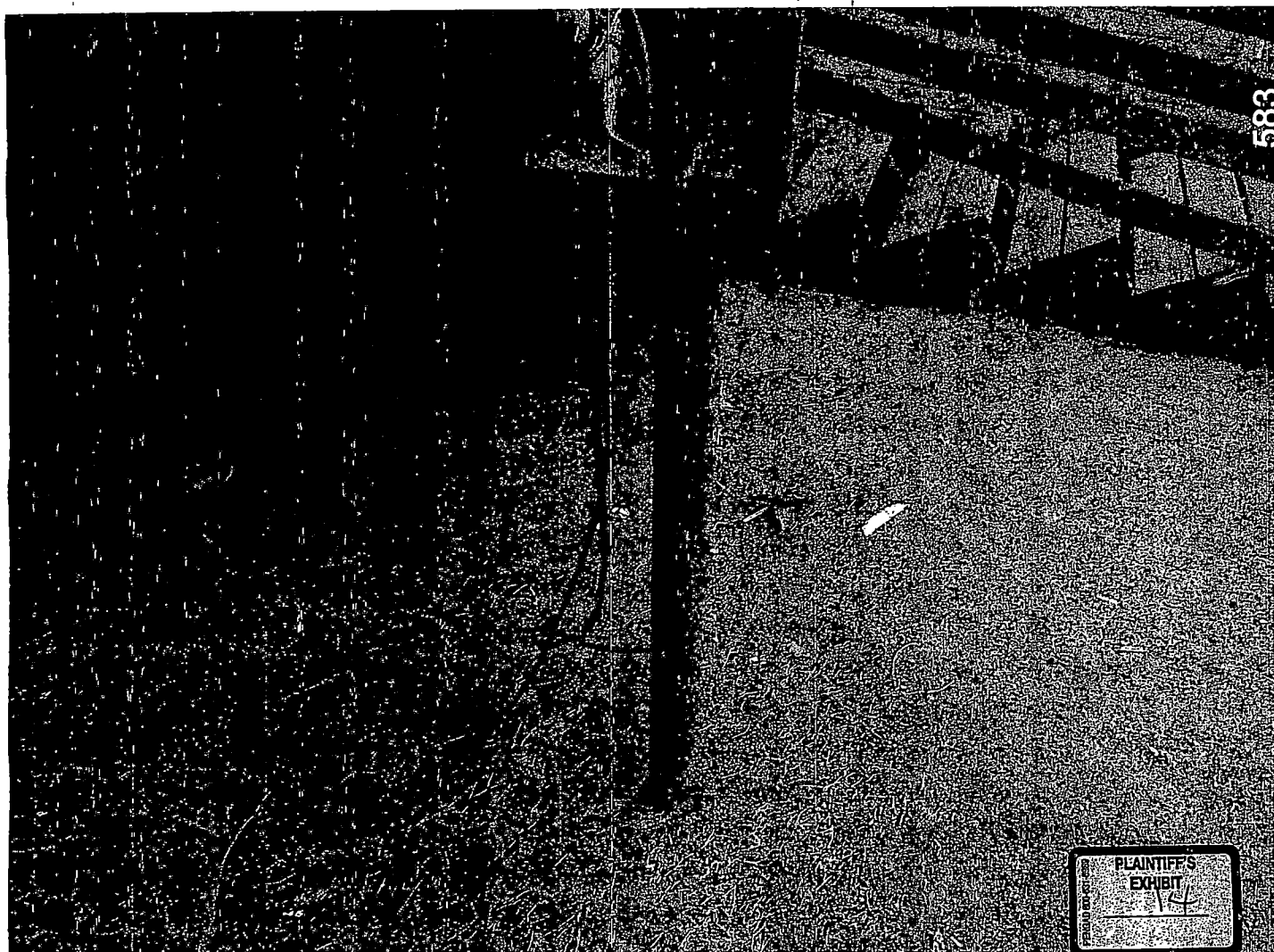
CHANGE OF: ☐ Address ☐ Primary Insurance ☐ Supplemental Insurance

CRISTIAN REYES
[REDACTED]

Complete this form or go online to www.peryourhealth.com to make changes.

New Patient Address, City, State, Zip			New Phone#
Primary Policy Holder Name		Policy Holder Date of Birth	Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Supplemental Policy Holder Name		Policy Holder Date of Birth	Relationship to Patient
Policy Identification	Group Identification	Plan Code	Policy Effective Date
Insurance Company Name	Address, City, State, Zip		
Insurance Phone#	If Group insurance, name of group (employer/union/association)		
Work connected illness or injury? ☐ Yes ☐ No	Auto Accident? ☐ Yes ☐ No	Date of Onset or Accident	
Employer Name	Address, City, State, Zip		

582



MEDICAL BILLS - KHALILAH SMITH

<u>Medical Facility</u>	<u>Costs</u>
Lexington Medical Center	\$2,532.04
Midlands Health Center	\$1,920.00
TOTAL MEDICALS	\$4,452.04





Lexington Medical Center

2720 Sunset Boulevard • West Columbia, SC 29169
(803) 791-2000 • www.lexmed.com

5/9/2014

1 of 1

Guarantor Information

Khalilah Smith
627 BOYSCOUT RD
GASTON, SC 29053

Guarantor ID: 160948

This is not a bill. This is an Itemization of hospital services for:

Patient Name: Khalilah Smith
Hospital Account: 200586324

Admission Date: 04/11/2014
Discharge Date: 04/11/2014

Visit Coverages:
SELECT HEALTH MEDICAID - FIRST CHOICE MCD HMO 1407222104

Charges

Service Date	Rev Code	Procedure Code	Description	Qty	Amount
04/11/2014	0270	90005282	HC OXYGEN SENSOR NEONATE	1	68.04
04/11/2014	0320	40000087	HC C-SPINE AP-LAT ODONTOD	1	635.00
04/11/2014	0450	19000208	HC EMERGENCY ROOM VISIT LEVEL 3	1	847.00
04/11/2014	0981	60000328	HC PR EMERGENCY ROOM VISIT LEVEL 4	1	982.00
Total charges:					2,532.04

Payments and Adjustments

Description	Amount
FIRST CH Adjustments	-2,022.17
FIRST CH Payments	509.87
Total payments and adjustments:	-2,532.04

Current Hospital Account Balance: \$0.00

Midlands Health Center
3106 Devins Street
Columbia, SC 29205-1846
803-252-2255

ID#: 570926896
Kiran Sandrapaty MD NPI#: 1407865330
Thursday May 22, 2014

Patient : KHALILAH SMITH (PI) #1631
Itemized Statement: 04/24/2014 - 05/22/2014
DOB : 08/25/1979
Onset date :

Mail to:
KHALILAH SMITH (PI)
455 MEADOWFIELD ROAD
GASTON, SC 29053

Insured

Insurance Carrier (primary)

DOB:
Policy#:

Current Diagnosis
723.1 CERVICALGIA
724.1 DORSALGIA T-SPINE
728.85 SPASM OF MUSCLE
782.0 DISTURBANCE SKIN SENSATION

Thank you for your payment.

Date	Description	Amount
04/25/14	97140 59 MANUAL THERAPY	
04/25/14	97124 59 ELECTRO MASSAGE	\$ 35.00
04/25/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
04/25/14	99204 25 NEW PATIENT COMPREHENSIVE VISIT	\$ 30.00
04/28/14	97140 59 MANUAL THERAPY	\$ 325.00
04/28/14	97124 59 ELECTRO MASSAGE	\$ 35.00
04/28/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
04/28/14	97010 CRYOTHERAPY	\$ 30.00
04/30/14	97140 59 MANUAL THERAPY	\$ 15.00
04/30/14	97124 59 ELECTRO MASSAGE	\$ 35.00
04/30/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
04/30/14	97010 CRYOTHERAPY	\$ 30.00
05/02/14	97140 59 MANUAL THERAPY	\$ 15.00
05/02/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/02/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/02/14	97010 CRYOTHERAPY	\$ 30.00
05/05/14	97140 59 MANUAL THERAPY	\$ 15.00
05/05/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/05/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/05/14	97010 CRYOTHERAPY	\$ 30.00
05/07/14	99214 25 E/M ESTABLISHED (HIGH)	\$ 15.00
05/07/14	97140 59 MANUAL THERAPY	\$ 205.00
05/07/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/07/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/07/14	97010 CRYOTHERAPY	\$ 30.00
05/09/14	97140 59 MANUAL THERAPY	\$ 15.00
05/09/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/09/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/09/14	97010 CRYOTHERAPY	\$ 30.00
05/12/14	97140 59 MANUAL THERAPY	\$ 15.00
05/12/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/12/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/12/14	97010 CRYOTHERAPY	\$ 30.00
05/14/14	97140 59 MANUAL THERAPY	\$ 15.00
		\$ 35.00

Date	Description	Amount
05/14/14	97124 59 ELECTRO MASSAGE	
05/14/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/14/14	97010 CRYOTHERAPY	\$ 30.00
05/16/14	97140 59 MANUAL THERAPY	\$ 15.00
05/16/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/16/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/16/14	97010 CRYOTHERAPY	\$ 30.00
05/19/14	97140 59 MANUAL THERAPY	\$ 15.00
05/19/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/19/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/19/14	97010 CRYOTHERAPY	\$ 30.00
05/19/14	99214 25 E/M ESTABLISHED (HIGH)	\$ 15.00
05/21/14	97140 59 MANUAL THERAPY	\$ 205.00
05/21/14	97124 59 ELECTRO MASSAGE	\$ 35.00
05/21/14	97110 THERAPEUTIC EXERCISES	\$ 20.00
05/21/14	97010 CRYOTHERAPY	\$ 30.00
		\$ 15.00

Total Sales Tax	:	\$	0.00
Total Late Charges	:	\$	0.00
Total Interest Charges	:	\$	0.00
Patients-Cash Rcvd	:	\$	0.00
Patients-Chks Rcvd	:	\$	0.00
Patients-Crdt Crd	:	\$	0.00
Payer Payments	:	\$	0.00

Total Charges	:	\$	1920.00
Total Received	:	\$	0.00
Total Adjustment	:	\$	0.00
Balance (based on search)	:	\$	1920.00

Richard D. McCaughan
3106 Devine St
Columbia, SC 29205-1846
803-252-2255
ID#: 570926896
Richard McCaughan DC NPI#: 1376525402
Thursday May 22, 2014

Patient : KHALILAH SMITH (PI) #1631
Itemized Statement: 04/24/2014 - 05/22/2014
DOB : 08/25/1979
Onset date :

Mail to:
KHALILAH SMITH (PI)
455 MEADOWFIELD ROAD
GASTON, SC 29053

Insured

Insurance Carrier (primary)

DQB:
Policy#:

Current Diagnosis
739.1 NONALLOPATHIC LESION CERVICAL
724.1 DORSALGIA) T-SPINE
728.85 SPASM OF MUSCLE
723.1 CERVICALGIA
784.0 HEADACHE

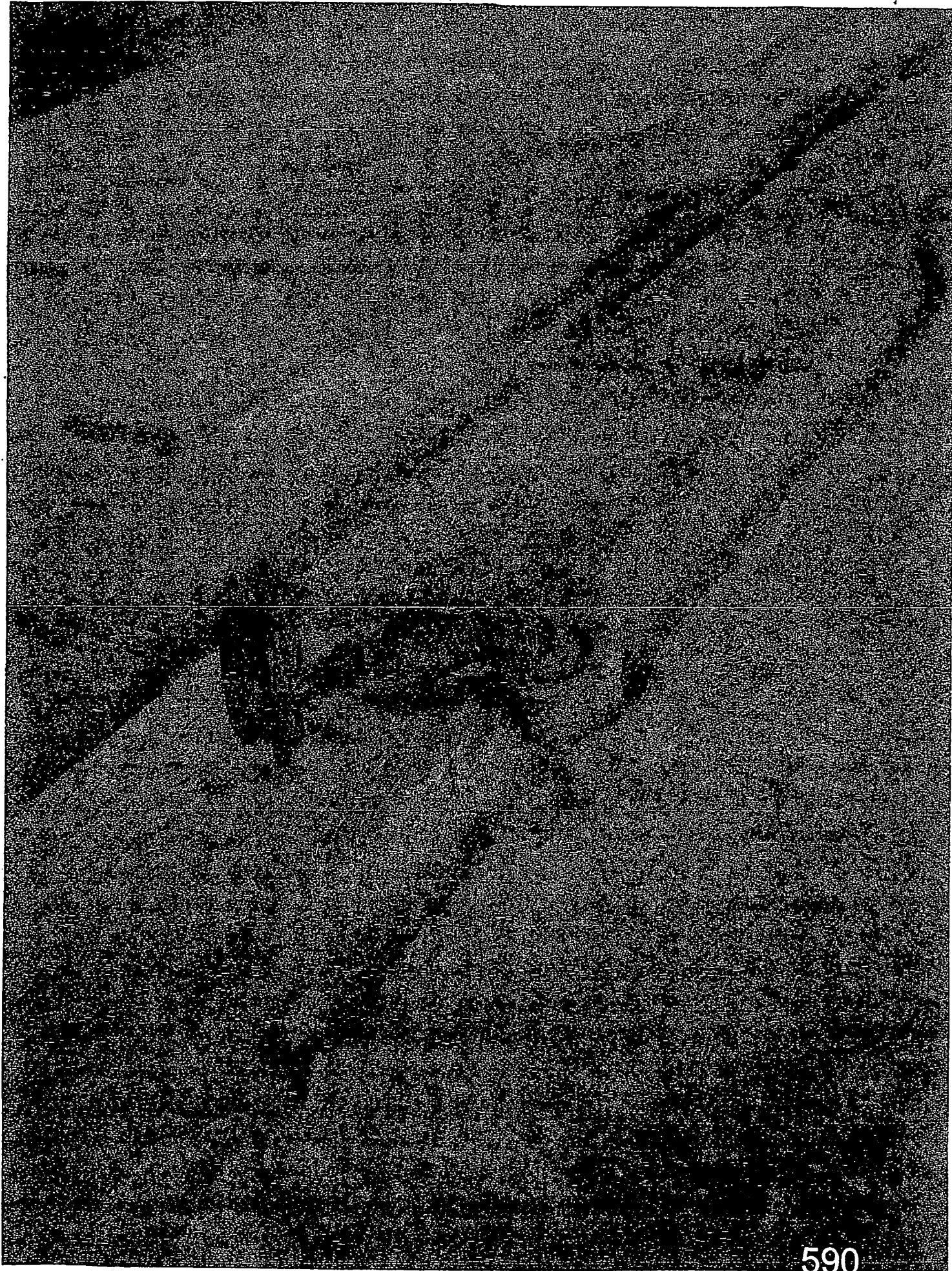
Thank you for your payment.

Date	Description	Amount
04/24/14	99202 25 NEW PATIENT EXPANDED VISIT	\$ 75.00
04/24/14	72010 X-RAY (FULL SPINE)	\$ 255.00
04/24/14	99070 ICE PACK/SMALL	\$ 6.00
04/24/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
04/24/14	97140 59 MANUAL THERAPY	\$ 35.00
04/24/14	97124 59 ELECTRO MASSAGE	\$ 20.00
04/24/14	97110 THERAPEUTIC EXERCISES	\$ 30.00
04/24/14	97010 CRYOTHERAPY	\$ 15.00
04/25/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
04/28/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
04/30/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/02/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/05/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/07/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/09/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/12/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/14/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/16/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/19/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 50.00
05/19/14	99212 25 E/M ESTABLISHED (LIMITED)	\$ 50.00
05/21/14	98941 CHIROPRACTIC ADJUSTMENT 3-4	\$ 35.00
		\$ 50.00

Total Sales Tax : \$ 0.00
Total Late Charges : \$ 0.00
Total Interest Charges : \$ 0.00
Patients-Cash Rcvd : \$ 0.00
Patients-Chks Rcvd : \$ 0.00
Patients-Crdt Crd : \$ 0.00
Payer Payments : \$ 0.00
Total Charges : \$ 1121.00
Total Received : \$ 0.00

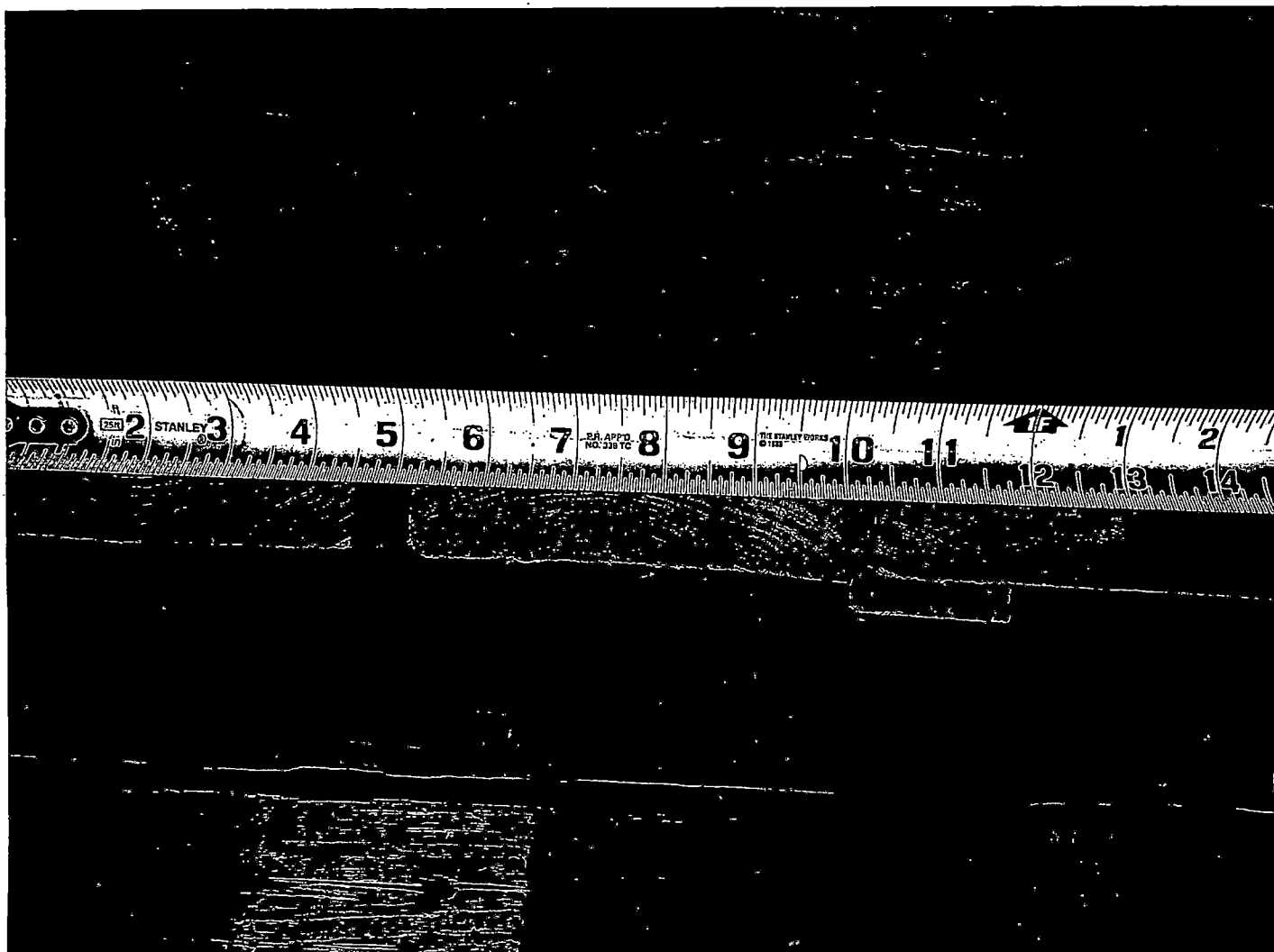
Total Adjustment	:	\$	0.00
Balance (based on search)	:	\$	1121.00

589



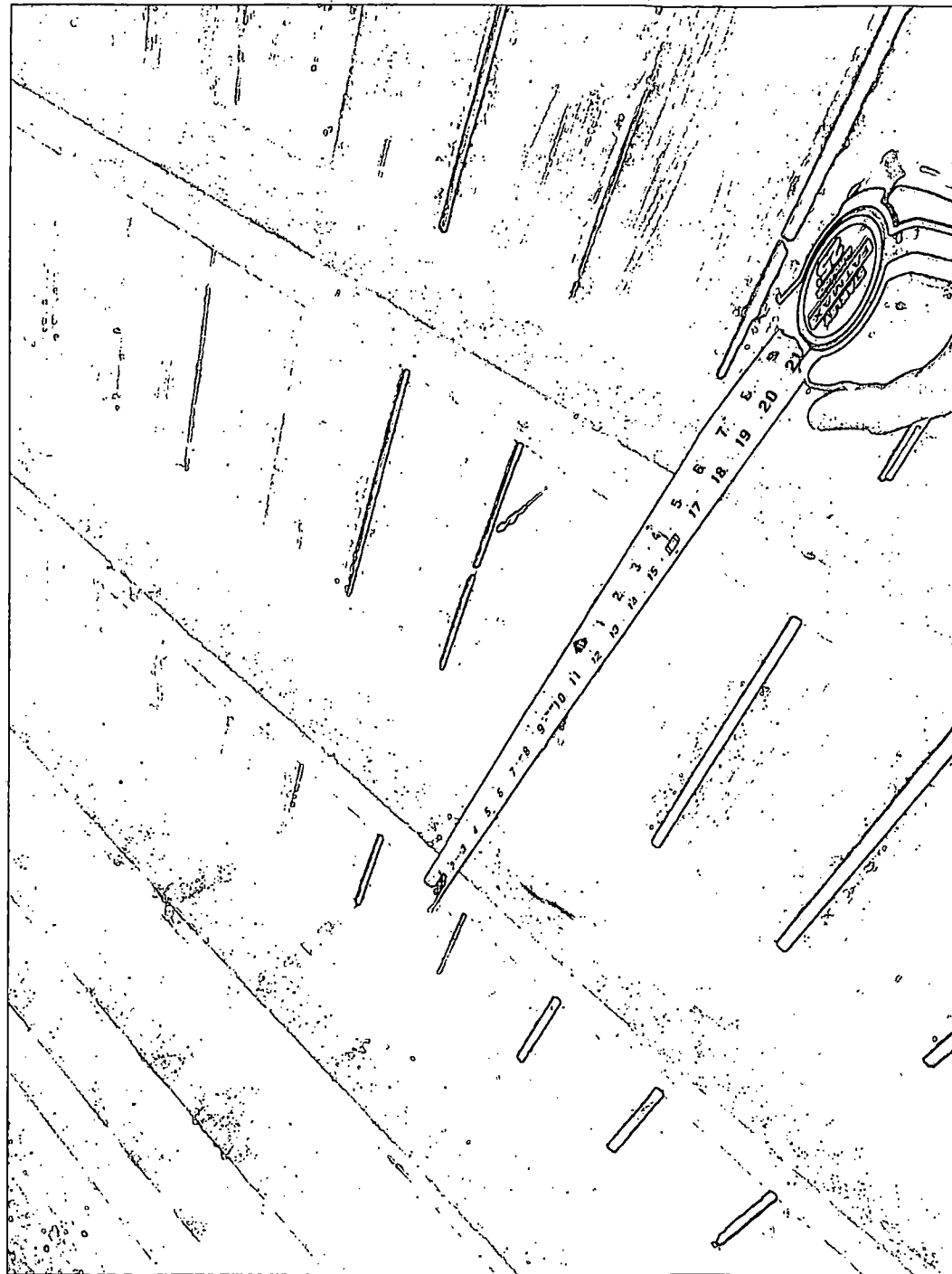






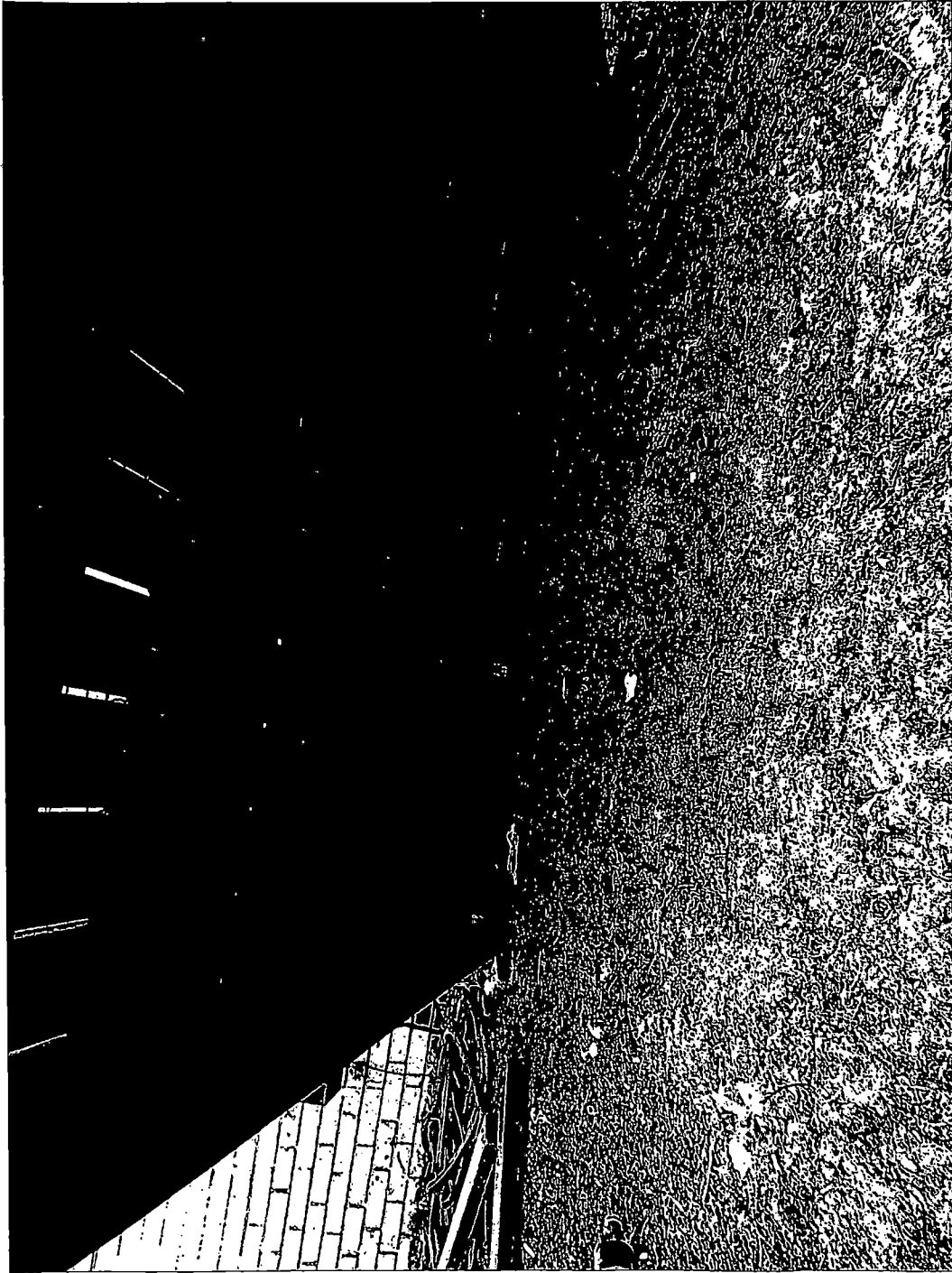


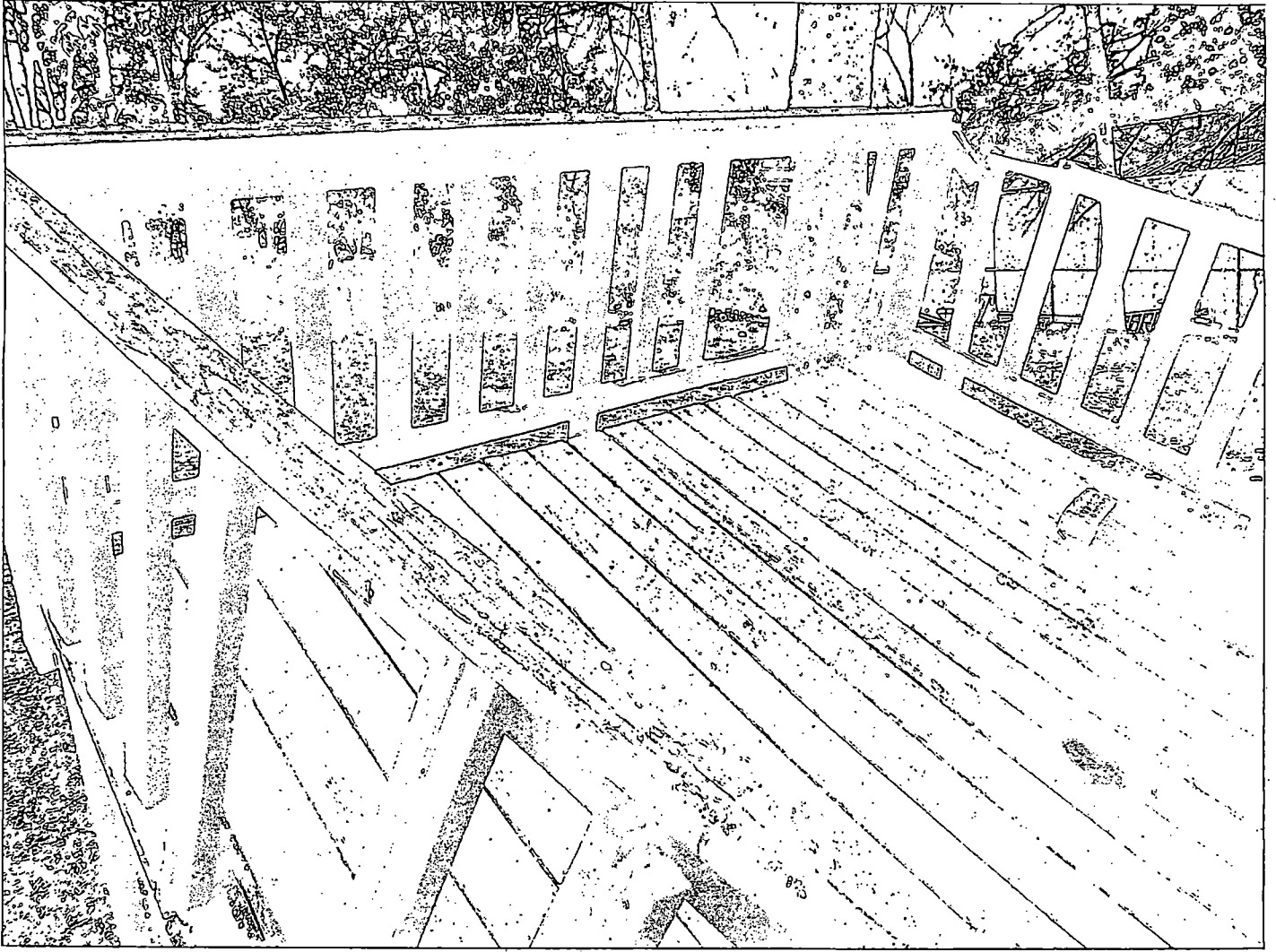












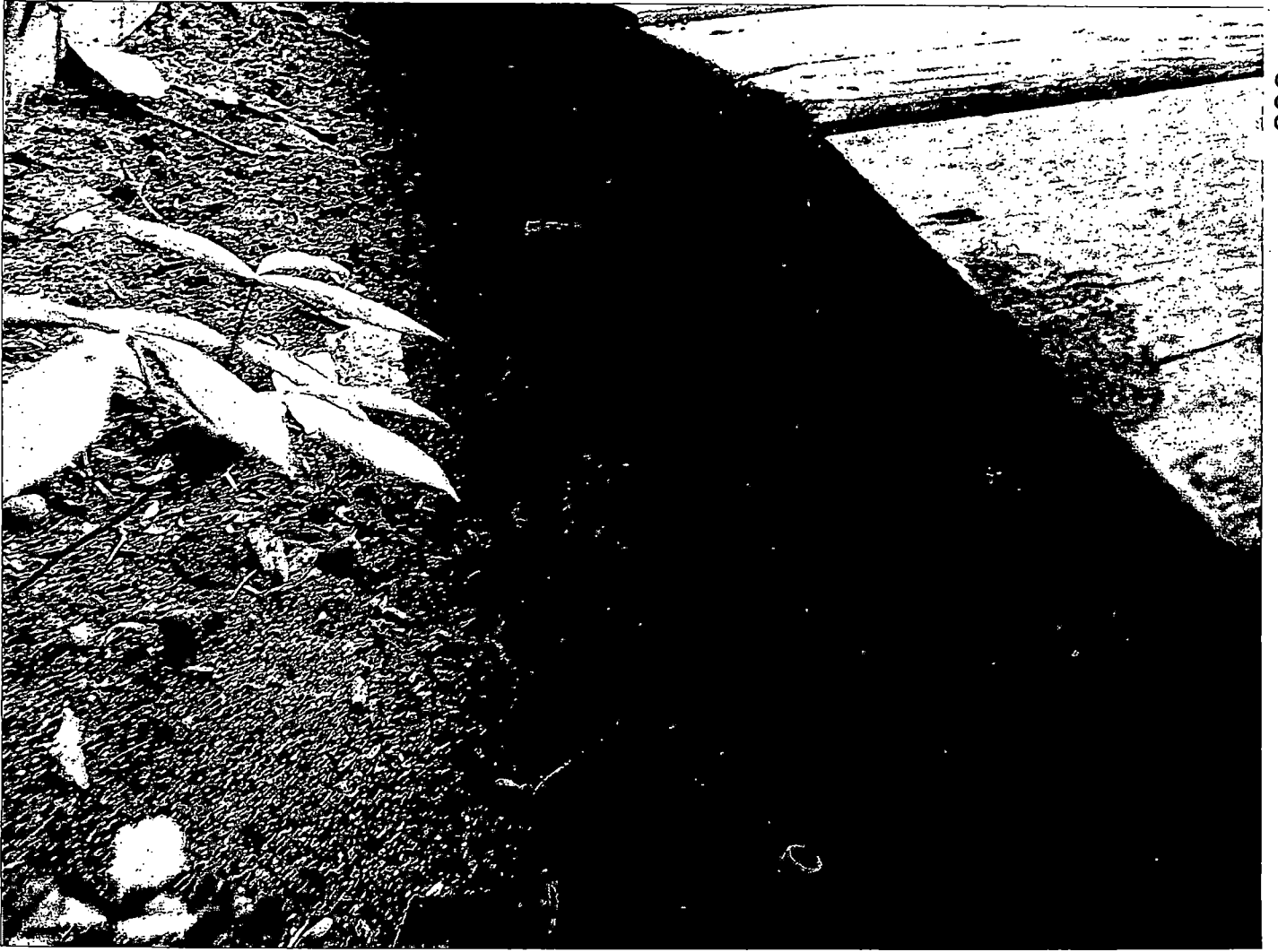


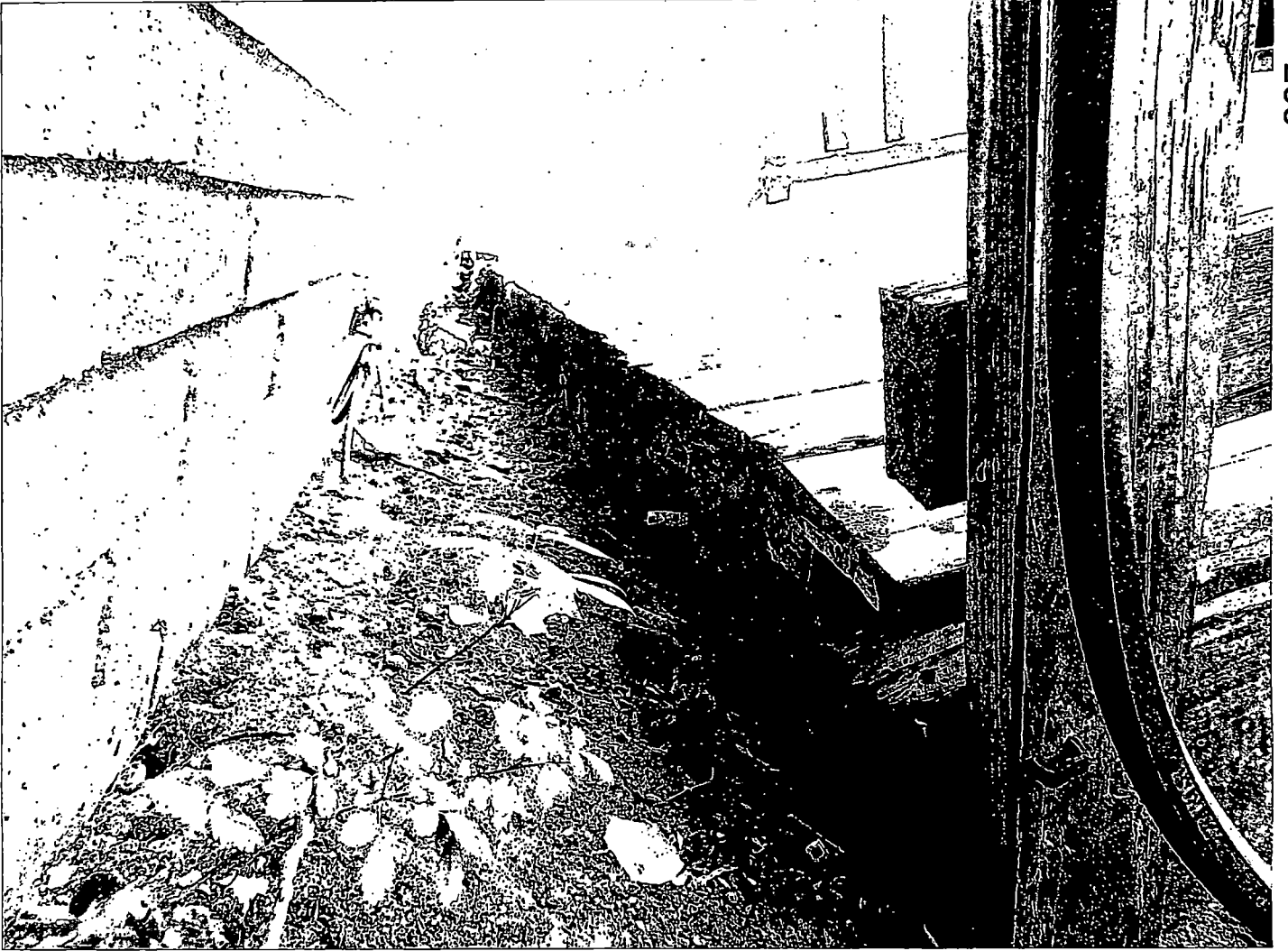










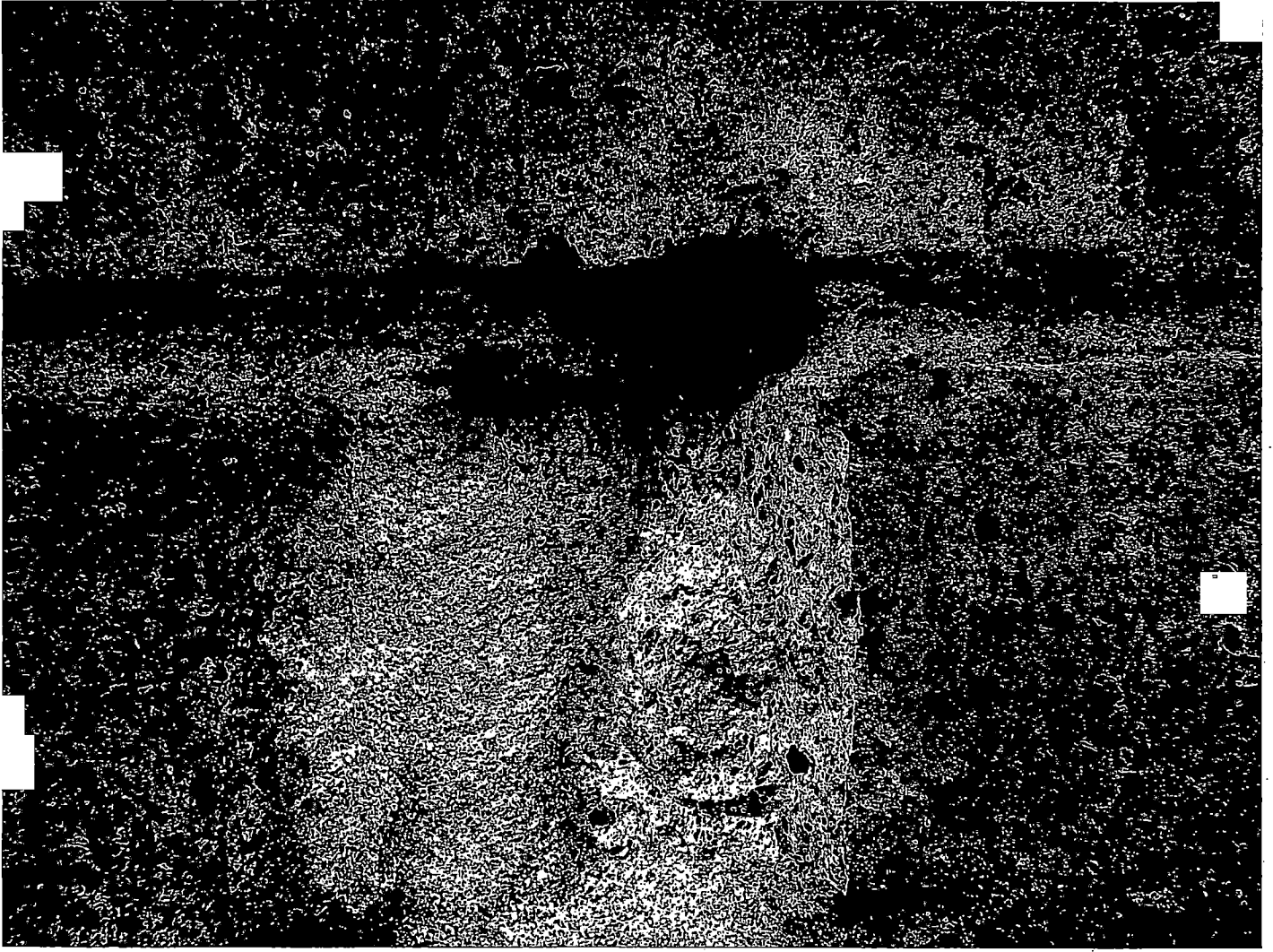


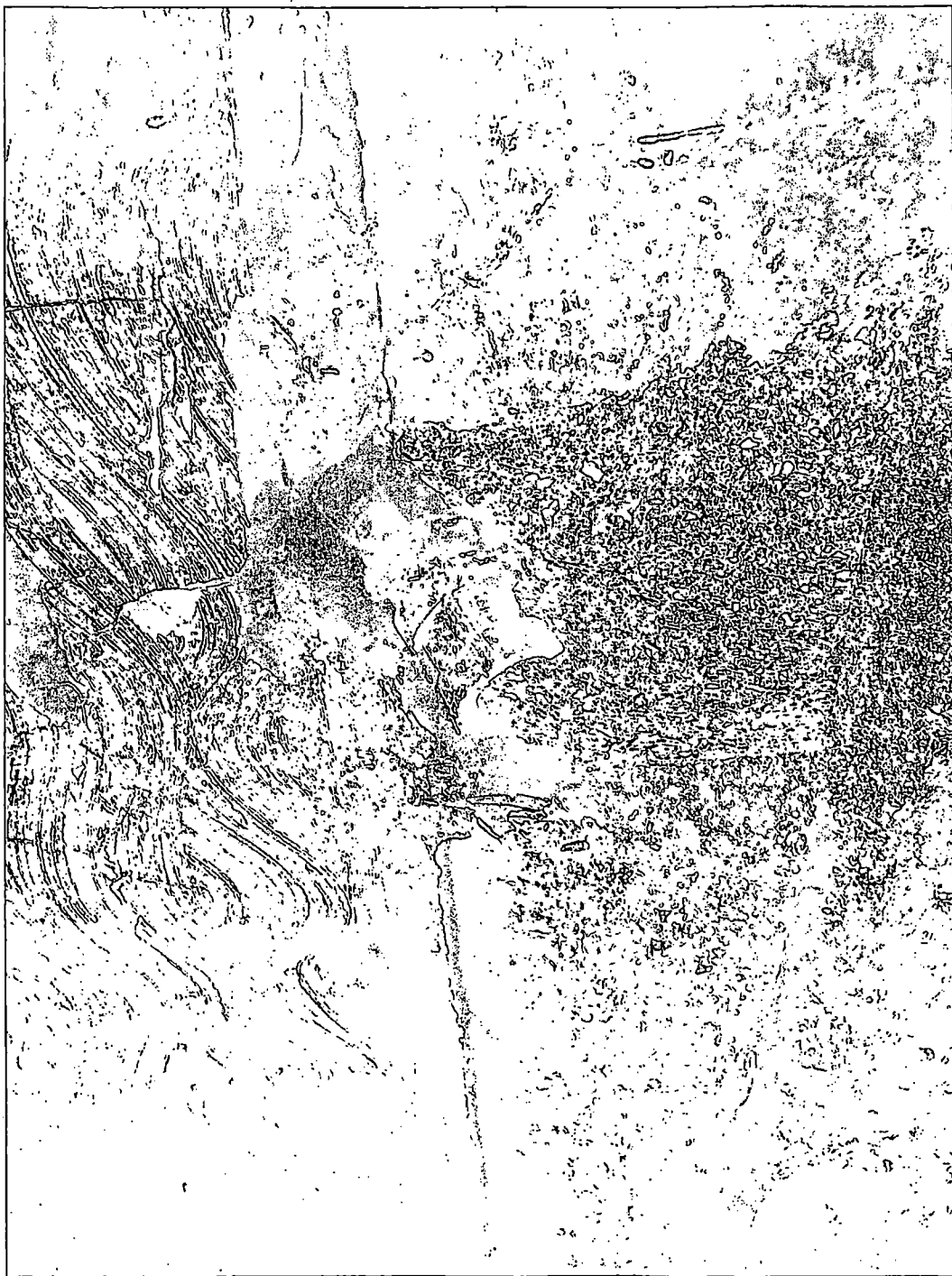


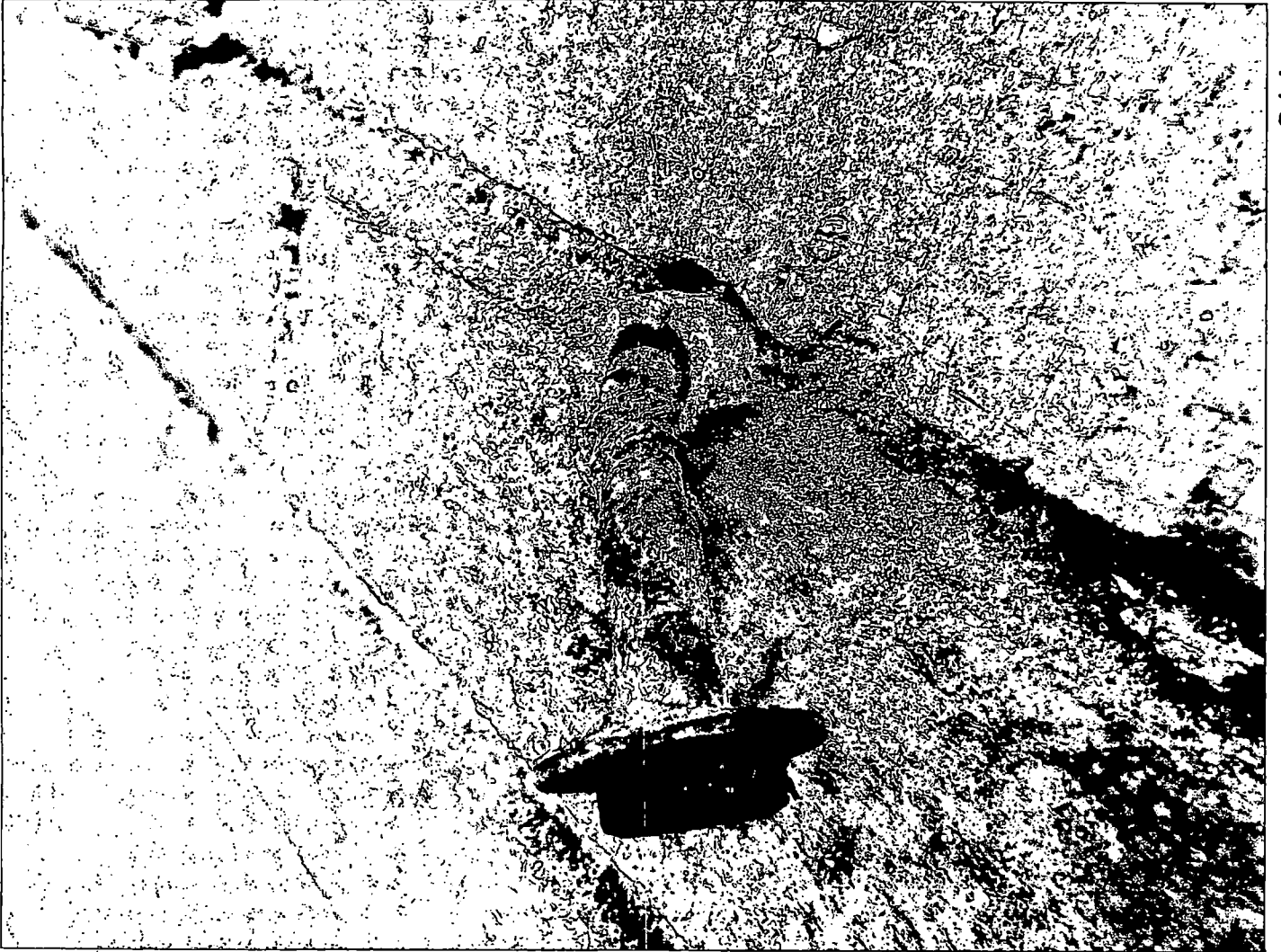


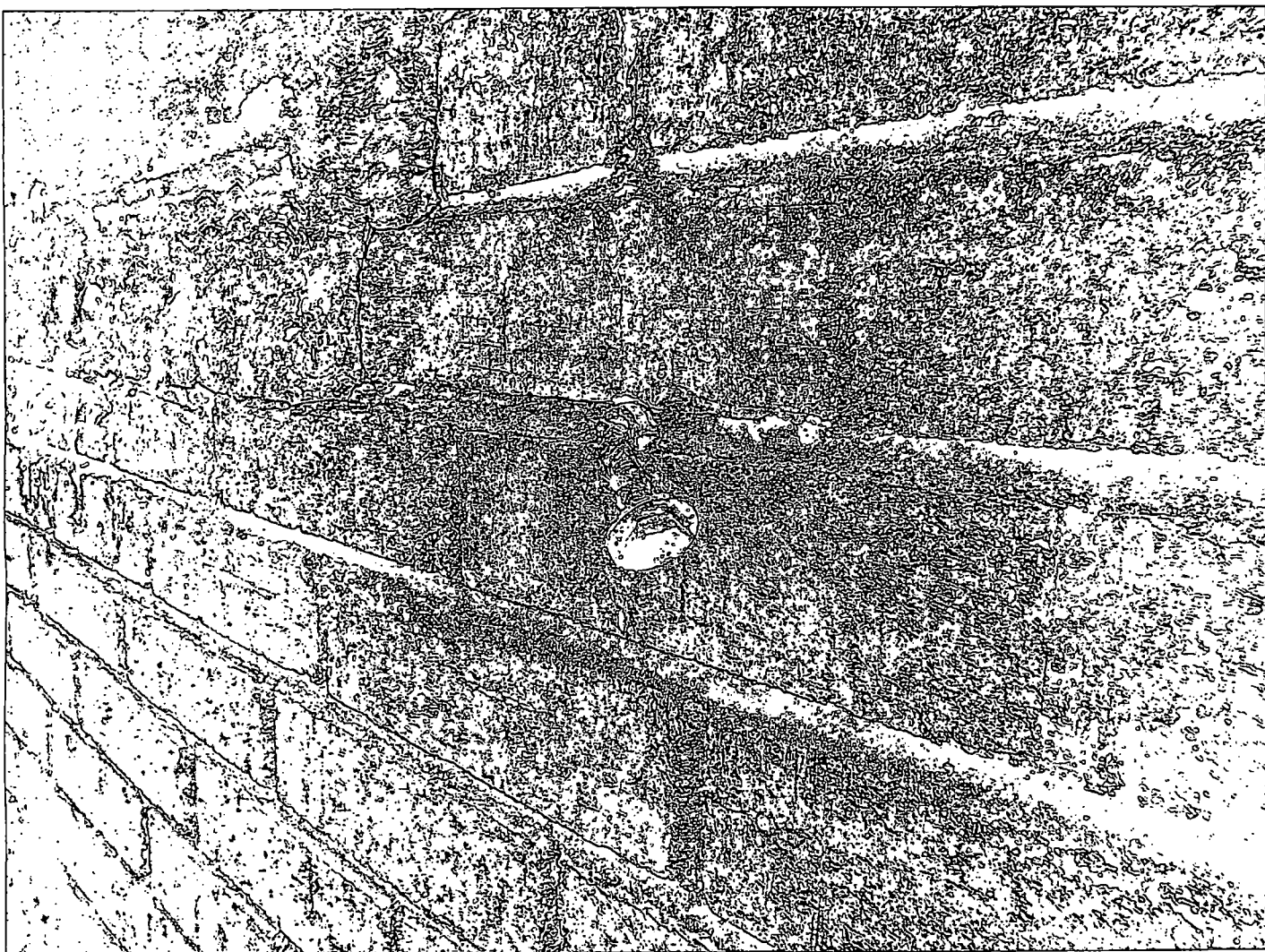












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APR 24 2017
SC Court of Appeals

RECEIVED

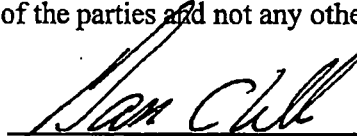
APR 24

Certificate of Counsel

SC Court of Appeals

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 6, 2017



S.C. Bar No. 70460

Post Office Box 11412

Columbia, South Carolina 29211

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Facsimile: (803) 239-1414

Attorney for Appellants

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

RECEIVED
APR 24 2017
SC Court of Appeals

Case No.: 2016-001178

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

v.

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

APPELLANTS' FINAL BRIEF

RILEY POPE & LANEY, LLC

T. LOWNDES POPE
S.C. Bar No. 66507
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Facsimile: (803) 239-1414
Attorney for Appellants

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No.: 2016-001178

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

v.

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

APPELLANTS' FINAL BRIEF

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Attorney for Appellants

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STATEMENT OF ISSUES ON APPEAL

- I. THE TRIAL COURT ERRED IN DENYING OWNERS' MOTIONS FOR A DIRECTED VERDICT AND JNOV.
 - A. There was no evidence Owners had actual knowledge of the construction defect or the wood rot on the ledger board and, therefore, Owners were entitled to judgment as a matter of law.
 - B. There was no evidence upon which a reasonable jury could find Owners liable for failing to warn Licensees of a change in the condition of the property which may be dangerous to them.
 - C. There was no evidence upon which a reasonable jury could find Owners liable for failing to warn Licensees of a change in the condition of the property which may be dangerous to them because there is no duty to search out the danger complained of.

STATEMENT OF THE CASE

This appeal involves five (5) separate cases that were consolidated for trial involving claims of negligence against the Appellants (hereinafter “Owners”). The first civil action, 2014-CP-40-4304 was filed on behalf of Respondents Linda Estrada and George Estrada on July 8, 2014. On August 20, 2014, three (3) separate civil actions were filed on behalf of Khalilah Smith (2014-CP-40-5122), Carletta Williams (2014-CP-40-5123), and Tyrone Ruff (2014-CP-40-5124). On November 14, 2014, a civil action was filed on behalf of Christian Reyes (2014-CP-40-7214). Answers were filed and timely served by Owners in all the cases.

All the civil actions relate to the collapse of a wood deck located at a home in Hopkins, South Carolina; the home was owned by Owners and rented to a non-party. Each of the above-identified plaintiffs alleged Owners were negligent in failing to warn about the condition of the deck, failing to inspect the deck, failing to maintain the deck, and failing to keep the deck in a safe condition. Each of the parties alleged they suffered personal injuries as a direct and proximate result of Owners’ negligence and each sought monetary damages.

Owners denied the allegations of negligence and asserted several affirmative defenses.

On March 13, 2015, an Order was issued by the lower court consolidating all five (5) cases for the purposes of discovery and trial. The cases were consolidated under Civil Action Number 2014-CP-40-04304.

On July 27, 2015, Owners filed and served a Motion for Summary Judgment arguing there were no facts to show Owners breached a legal duty. A hearing on the summary judgment motion was set for November 3, 2015. On November 2, 2015 in

opposition to the Motion for Summary Judgment, an Affidavit from an engineer was submitted to the hearing. Owners filed and served a supplemental memorandum in support of summary judgment arguing: (1) the expert affidavit was untimely, (2) that it came from an undisclosed expert witness, and (3) that it failed to satisfy the requirements under Rule 56(e), SCRCF.

Following oral arguments, the lower court issued a Form 4 Order denying the summary judgment motion on November 23, 2015.

The case was tried in Richland County before a jury on April 5-7, 2016, which was presided over by the Honorable Brian Gibbons. Prior to the start of the case, Owners moved *in limine* to strike the plaintiffs' expert witness, Alan Abatta, P.E. The motion was denied. At the conclusion of the plaintiffs' case in chief, Owners moved for a directed verdict on the grounds that there was no evidence of a breach of a legal duty. The motion was denied. During Owners' case in chief, a witness who conducted a post-incident inspection of the premises testified during cross-examination that he was retained by State Farm. At the conclusion of the witness's testimony, Owners moved for a mistrial on the grounds that evidence of insurance was introduced. The motion was denied. At the conclusion of Owners' case in chief, Owners renewed their motion for a directed verdict, which was denied.

The jury returned verdicts finding in favor of five of the six plaintiffs and awarded the monetary damages as follows: Respondent Linda Estrada (\$60,818.323), Respondent George Estrada (\$47,684.39), Respondent Khalilah Smith (\$9,452.02), Respondent Carletta Williams (\$8,683.00), and Respondent Tyrone Ruff (\$17,104.00). Respondents are hereinafter collectively referred to as "Licensees." The jury returned a verdict in

favor of Owners as to Christian Reyes. The trial judge granted the parties ten (10) days to submit post-trial motions.

On April 15, 2016, Owners filed and timely served a Motion for Judgment Notwithstanding the Verdict (“JNOV”) for the grounds more fully discussed below. Licensees also filed and timely served a Motion for Costs. On or about April 19, 2016, Owners filed an objection to Licensees’ motion which is the subject of Licensees’ cross-appeal. On May 4, 2016, Judge Gibbons filed an Order denying both motions, which was received by Owners on May 10, 2016. On June 3, 2016, Owners filed and served their Notice of Appeal. On June 6, 2016, Licensees filed and served their Notice of Cross-Appeal. On November 2, 2016, Licensees received an Order dismissing the cross-appeal that was voluntarily withdrawn.

STATEMENT OF FACTS

On April 4, 2014, Licensees were social guests of the tenant’s house which tenant rented from the Owners. Licensees were attending a birthday party. [R. p. 227, lines 20-22; p. 228, lines 1-8]. Licensees were standing and sitting on a wood deck located at the rear of the home. The deck was approximately ten (10) feet by ten (10) feet and it was attached to the house. The rear of the deck was elevated and supported by two (2) metal poles. [R. pp. 591-615]. Licensees were on the deck for approximately thirty (30) minutes to several hours before it fell. In total, there were approximately ten (10) to fifteen (15) people on the deck along with two (2) grills, chairs, and coolers. At approximately 11:30 p.m., the deck gave way at the end attached to the house causing that end to fall several feet. [R. p. 229, lines 5-13; p. 232, lines 10-19; p. 296, lines 10-12; p. 347, lines 8-11; p. 315, lines 5-8]. The end of the deck not attached to the house

was supported by the two metal poles; this end did not fall. As a result of the deck collapse, Licensees were injured.

Owners purchased the subject property in 1997 as investment property. [R. p. 172, lines 3-8]. The house was built in 1977 and Owners never personally lived in the property, but rented it to tenants from 1997 to the present. [R. p. 173, lines 11-12; p. 177, lines 16-20].

Following the collapse, Applied Building Science (“ABS”) was retained to perform an inspection to determine the cause. The site was investigated and photographed. ABS’s professional engineer, Luis Mariaca, opined that the collapse resulted from the improper construction of the deck; specifically, that the wood ledger board of the deck was improperly secured to the house. Mr. Mariaca testified that when the deck was constructed, holes were drilled into the house’s brick veneer, plastic sleeves were inserted into the veneer, and then metal fasteners were used to attach the wood ledger board to the sleeves. Mr. Mariaca stated that the fastening system was insufficient to support the weight resulting in the fasteners failing, the deck pulling from the house, and ultimately falling. In order for the deck to have been properly constructed, a fastening system that placed bolts through the wood ledger board into the house, through the wood joist of the house frame, and then secured with bolts should have been employed. [R. p. 420, line 12-p. 422, line 11].

At trial, Licensees argued two (2) theories of liability: first, the deck was improperly constructed and Owners either failed to inspect the deck, or they failed to determine the deck was improperly constructed. Second, the ledger board itself suffered from wood rot and the rot caused the ledger board to pull away from the fasteners causing the collapse. Licensees argued that Owners failed to maintain and inspect the deck and

had an inspection been performed, the rot would have been discovered and repairs should have been made. [R. p. 448, lines 5-11; p. 451, lines 10-14; p. 462, lines 6-7]. Both theories were premised on the fact that Owner Andrew Marshall obtained a residential builders license in 1982. [R. p. 202, lines 11-13; p. 452, lines 3-20; p. 462, lines 18-20].

Until the deck gave way, neither Owners nor Licensees had any knowledge of problems with either the construction or the stability/safety of the deck.

Andrew Marshall:

Q. Okay. So are you telling this jury that you made a conscious decision, even though you knew it wasn't construction -- it wasn't sound, that you could get away with it because in '97 it was properly built?

A. No, sir, the deck was sturdy when I bought it. . . . The deck was sturdy on the house when I bought it and that's the way it remained.

[R. p. 182, line 19-p. 183, line 1].

Q. The only thing you would do is walk out on the deck and turn around and say looks good to me?

A. It's sturdy.

Q. It was sturdy. How would you determine that? . . .

A. By being able to handle the weight and the elasticity of the wood.

Q. Would you jump on it?

A. Yes.

[R. p. 193, lines 5-14].

Q. Looking at these photographs, would you agree with me that there were several issues wrong with this deck?

A. At the time, like I said, I inspected it from walking on it, I didn't see any evidence of problems with it.

[R. p. 196, line 23-p. 197, line 1].

Q. In all these years that the federal housing authority would do inspections, were you ever made aware of any problems with the structural soundness of this deck?

A. Never.

Q. Were you ever informed of any need to bolster the side of the deck that's attached to the house with additional supports?

A. No, sir.

Q. Aside from walking – aside from walking on the deck, did you ever notice any problems with the structural soundness of it at any time prior to this deck collapse?

A. No, sir.

Q. Did you have knowledge that the deck was mounted with only three bolts?

A. No, I did not.

Q. Did you have any knowledge whether the bolts, actually, passed through the entire house into a frame or just drilled into the brick?

A. I didn't have any knowledge.

Q. Did you first learn about how the deck was, actually, mounted to the house after it collapsed?

A. That's when I found out.

Q. Did you ever have any complaints from tenants or their guests through the 17 years that you owned this house regarding the deck?

A. No, sir.

Q. Any complaints about the soundness of the deck?

A. No, sir.

Q. Any concerns of people's safety while out there on the deck?

A. No, sir.

[R. p. 200, line 18-p. 201, line 1].

Linda Marshall:

Q. Okay. Did you have any complaints specific to this property from any of your tenants regarding the condition of the deck?

A. No.

Q. Okay. Were there ever any requests to waterproof it or paint the deck or claims that the deck may be unsafe?

A. No.

[R. p. 217, lines 13-19].

Q. Okay. Did you ever receive any documentation from the housing authority, the U.S. Government calling into question the structural soundness of this deck?

A. Never.

Q. Did you ever receive any documentation from the housing authority saying that the deck needed to be removed or was a dangerous – in a dangerous condition?

A. No, never. . . .

Q. Did you ever receive any complaints from the tenants regarding the condition of the deck?

A. Never. . . .

Q. Did you personally notice any problems during visits with the condition of the deck?

A. No.

Q. Okay. Prior to this deck following [sic], was there anything that gave you cause or concern that this deck was unsafe?

A. No.

[R. p. 219, line 20-p. 220, line 2; p. 220, lines 13-15; p. 220, line 25-p. 221, line 6].

Linda Estrada:

Q. Okay. All right. Before the deck collapsed, had you had any conversations about the condition or any dangers of the deck?

A. No. . . .

A. . . . And the next thing I know, the deck collapsed without warning. We didn't hear any sounds, any cracks, anything. It just went down.

[R. p. 231, lines 8-11, 17-20].

Q. And with all those people out there, you didn't have any concerns about the deck or it didn't appear to be any problems until finally, it just gave way?

A. Exactly, yes.
[R. p. 250, lines 3-6].

George Estrada:

Q. Any issues up until the time the deck collapsed with the deck?

A. Nope.

Q. Anybody warn you of any conditions?

A. No, sir.

[R. p. 273, lines 21-25].

Q. Just to confirm, you didn't have any knowledge about the conditions of the deck or any problems with the deck or any repairs that were or were not made to the deck prior to it falling; is that correct?

A. No, sir [indicating no prior knowledge]. . . .

Q. As far as you know, you didn't notice any problems with the deck in terms of being, I don't know the term, slimy [sic], bounce, squishy, anything that would make you think that it was giving way until it fell?

A. No, sir.

[R. p. 283, lines 16-20; p. 283, line 25-p. 284, line 4].

Tyrone Ruff:

Q. . . . Were you surprised when the deck collapsed?

A. I surely was.

Q. Was there any warning before it collapsed?

A. No, there was no warning at all.

[R. p. 297, lines 10-14].

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

A. That is correct.

[R. p. 309, lines 6-9].

Carletta Williams:

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

A. That's correct.

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

A. That's correct.

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

A. Correct.

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

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

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

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

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

A. No.

[R. p. 324, lines 3-24].

Khalilah Smith:

Q. Was there any warning before this deck collapsed?

A. No, not at all.

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

A. I was very surprised.

[R. p. 347, lines 12-16].

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

A. Yes.

Q. And you were on this deck prior to – on prior occasions before it fell?

A. Yes.

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

A. Correct.

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

A. Correct.

Q. Okay. And no one ever reported to you problems with the deck prior to it falling?

A. No, sir.

[R. p. 358, line 13-p. 359, line 2].

Licensees retained Alan Abatta, a professional engineer who also testified at trial.

Mr. Abatta opined that the ledger board was rotted at the points where it was fastened to the house and the board pulled through the fasteners allowing the deck to fall. Mr. Abatta

further opined that it was the rot and deterioration that “one hundred percent” caused the collapse. [R. p. 373, lines 17-25; p. 380, lines 2-4]. Mr. Abatta stated that the rot would have taken anywhere from two (2) to five (5) years to deteriorate to the point indicated in the photo. [R. p. 374, lines 4-12].

However, Mr. Abatta testified, “[t]he only way you could really tell if [the rot on the ledger board] wasn’t visible from the outside was by doing some, you, sound testing or poking with a sharp object, which, normally *inspectors* do to determine if you have wood rot or not.” (emphasis added) [R. p. 378, lines 1-11]. To determine if there was wood rot, one would have to go underneath the deck to the ledger board and hit the wood with a hammer or some kind of sharp instrument. [R. p. 378, lines 12-17].

On cross-examination, Mr. Abatta confirmed that the design of the deck was not a building code violation, but it was a violation that the deck ledger board was not positively attached to the house’s joist girders. Had the proper fasteners been used to create a positive attachment, the design would have been proper. [R. p. 382, line 12-p. 383, line 5].

Mr. Abatta further confirmed that no weathering of the deck in any location, other than the ledger board, caused or contributed to the deck’s collapse. [R. p. 383, line 10-p. 384, line 17].

Mr. Abatta testified that the rot was concealed from view, though he opined that rot on the ledger board was the sole cause of the collapse. [R. p. 386, lines 10-15; p. 388, lines 3-7]. Further, Mr. Abatta acknowledged that were a layperson, or a person with a builder’s license, standing on the deck or merely walking by, the person would not see any rot or decay on the ledger board. [R. p. 386, lines 16-20]. Mr. Abatta confirmed that even if someone were to crawl underneath the deck to the ledger board's location at the

face of the house, the person would still not be able to see wood decay on the ledger board. [R. p. 386, line 21-p. 387, line 2; p. 388, lines 3-7]. Finally, Mr. Abatta confirmed that based on the facts in this case, if either a layperson or a licensed builder were walking on the deck and there was no lateral movement, giving, shacking, wiggling, or any other problem until the time the deck fell, there would be no basis to think that the deck was dangerous. [R. p. 393, line 22-p. 394, line 17].

Per Mr. Abatta, to discover the hidden wood rot on the ledger board, a person would have to go underneath the deck to ledger board and “tap on that board and hear a sound or you would poke it with something and see if it [sic] soft and punky.” [R. p. 387, lines 3-17].

Licensees concluded their case in chief after Mr. Abatta’s testimony at which time the jury was excused and Owners moved for a directed verdict.

As proposed during the directed verdict argument and adopted by the trial court for the jury charge, under South Carolina law, Licensees were social guests. Accordingly, Owners owed Licensees the following duty of care:

[t]he possessor is under no obligation to exercise care to make the premises safe for his reception, and is under no duty toward him except:

- (a) To use reasonable care to warn him of any concealed dangerous conditions or activities which are known to the possessor,
- (b) or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover.

However, the owner of property has no duty to search out and discover dangers or defects in the land or to otherwise make the premises safe for a licensee.

[R. p. 403, line 14-p. 404, line 12].

Owners argued they had no actual knowledge of any concealed dangerous condition regarding the construction and fastening of the deck to the house—the trial court agreed. [R. p. 400, line 16-p. 401, line 6].

The only remaining issue was the change of condition of the ledger board and whether Owners, absent a duty to search out and discover defects, were reasonably expected to discover the change.

As argued to the trial court, Mr. Abatta opined that the wood rot on the ledger board was the sole contributing factor to the collapse. However, he testified that you could not see the rot when standing on the deck, standing next to the deck, or going underneath the deck. Mr. Abatta also testified a person would not be on notice of any problems if there was no movement when walking on the deck, as was the evidence in the case. [R. p. 399, lines 9-17]. The only way to have discovered the rot was to go underneath the deck and conduct sound testing or poking, despite no duty to search out and discover the danger. [R. p. 400, lines 4-15].

The trial court was concerned as to whether Owners would have reasonably been expected to discover the concealed rotting ledger board when he replaced deck boards. [R. p. 402, lines 21-23]. As presented to the trial court, the replacement of two (2) deck boards, as requested by the housing authority, was presented as evidence. However, the deck boards were not located near the ledger board. Testimony was also presented that the house was rented through the section 8 federal subsidy program for the first seven (7) to eight (8) years after its purchase in 1997. At the latest, the deck boards were replaced in 2005. Owners argued that Mr. Abatta testified that the rot on the ledger board took between two (2) and five (5) years to develop, which means the rot would not have started

until approximately 2009 at the earliest. [R. p. 401, lines 7-p. 402, line 1; p. 402, line 21-p. 403, line 12].

In opposition, Licensees argued “[o]ur own engineer says it is very obvious from looking at this deck that the rot is everywhere, it’s falling apart and that it’s open and obvious to anybody *that’s inspecting this premises* that the conditions are changing.” (emphasis added) [R. p. 406, lines 1-5]. “The testimony was from our expert that the conditions changed over time. Whether it’s three years, five years or the last 15 years, there was substantial changing. And he said those combined did cause an awareness for somebody *who was inspecting the deck*.” (emphasis added) [R. p. 406, line 25-p. 407, line 4].

The trial court denied the motion for directed verdict finding there were factual issues. [R. p. 409, lines 6-9].

In Owners’ case in chief, Luis Mariaca was qualified as an expert in engineering. [R. p. 419, lines 12-13]. Concerning the construction of the deck, Mr. Mariaca opined that the fastening system used was improper as the deck was only secured to the brick veneer of the house rather than to the wood frame of the house. He also testified the only way to discover if fasteners were properly connected to the frame of the house would be to crawl under the house and into the crawl space to inspect where the deck was fastened to the house or to open the brick. [R. p. 420, line 12-p. 421, line 14].

Mr. Mariaca also agreed that the wood rot on the ledger board would be concealed from view from the top, sides and underneath the deck. He further agreed that if there was no evidence of lateral moving, wobbling, or sponginess while on the deck, there was no way for a person to tell there were any issues concerning the deck’s structural soundness. [R. p. 425, line 23-p. 426, line 12].

In addition to Mr. Mariaca, Owners called Parker Shields as a witness. Mr. Shields is working towards his certification as a professional engineer and works with Mr. Mariaca. Mr. Shields performed the site inspection. [R. p. 411, lines 1-24]

On cross-examination by Licensees, the following exchange took place:

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

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

Q. Thank you.

[R. p. 414, lines 13-16].

After the witness's testimony, the jury was excused and Owners moved for a mistrial on the grounds that insurance was introduced. The trial court denied the motion.

[R. p. 415, lines 7-13; p. 416, line 19].

At the conclusion of all the testimony, Owners renewed their motion for a directed verdict on the same grounds, which was denied. [R. p. 432, lines 20-23].

The trial court gave the following jury charge concerning liability:

Let's talk briefly about premises liability, okay, or landowner's liability, whatever you want to call it. The Plaintiffs claim that an unsafe condition on the Defendants' premises injured them. In order to recover damages for their injuries, the Plaintiffs must first prove by a preponderance or greater weight of the evidence than [sic] an unsafe condition existed on the Defendants' premises.

Licensee. A licensee is a person who enters the premises of another with the owner's consent. A social guest is a licensee. The Plaintiffs in this case are considered licensees. The Defendants have the duty to use reasonable care to warn a licensee of any concealed dangerous conditions which are known to the Defendants or of any change in conditions which may be dangerous and for which the Defendants should have reasonably been excepted [sic] to discover. However, the owner of property has no duty to search out and discover dangers or defects. The owner does have a duty to warn a licensee of hidden or concealed dangers of which the owner has actual knowledge.

[R. p. 510, lines 2-22].

There were no objections to the jury charges. [R. p. 518, line 21-p. 519, line 1].

In closing arguments, Licensees focused predominately on two arguments in support of finding liability, neither of which relate to the Owners' legal duty as charged: first, that Owners failed to search out, inspect, and maintain the property; second, that because Mr. Marshall had a residential builders license, he should be held to a higher standard in being able to discover the concealed wood rot versus what a reasonable person would have been able to discover.

Search Out, Inspect and Maintain:

That's what this case is all about. . . . It is about the difference between going I have actual knowledge and looking underneath a porch, behind a wall, to look at one single bolt to see that that bolt is about to give way and the difference between that because of wood rot and the deck fails.

[R. p. 445, line 23-p. 446, line 2].

Why – you may be thinking to yourself, why are we here? All those admissions by the Marshalls regarding that they owned it, that they had the duty to maintain the deck, that they were picking up checks, that they never painted, they never weathered the deck. They never did all those things that they had a duty to maintain that process.

[R. p. 448, lines 5-11].

The Marshall, as owners of that property, have a duty without regard to the folks who were there at that party that night in April of 2014 because they had rented that property for commercial benefit and those folks that were there are licensees under South Carolina law.

[R. p. 448, lines 20-24].

. . . how come after those years that they had it with the section eight housing program and those folks came in and made them make repairs, there was not one thing done to that deck after that period of time? Why? Why did [sic] the Marshalls continue to make replacements on the board on the deck? Why did the Marshalls not weather the deck? Why did the Marshalls not paint the deck? Because guess what, that took away from that \$180,000 they made in renting that facility for 19 year. . . . Does that make them liable

for not having maintained that property and done what they needed to be done on that property? You darn right, it does. . . . That's the law. The law.

[R. p. 450, lines 3-20].

That witness said, They [sic] have a duty to maintain that property. Their own expert. Their own expert admitted everything that we were just trying to tell y'all throughout this trial.

[R. p. 451, lines 10-14].

Andrew and Linda Marshall closed their eyes. They never did any inspections. They didn't want to know what was wrong with that deck.

[R. p. 462, lines 6-7].

You heard a lot of testimony this week about how Mr. Marshall never crawled up under that deck. You saw Mr. Ellis get down on the floor here just a minute ago and talk about how he never got down there.

[R. p. 462, lines 10-13].

. . . he admitted he was responsible for providing a safe home to his tenants. . . He did not provide a reasonably safe home for his tenants and their guests.

[R. p. 464, lines 1-6].

There's something wrong. I haven't painted it. I haven't put any lacquer on it. I haven't done any inspections. I haven't done any repair in 12 years.

[R. p. 502, lines 13-16].

Heightened Versus Reasonable Standard:

And they want you to say there's no way, no way that Mr. Marshall with his skills as a licensed residential builder could have even walked by that deck and known, you know what, I may have problems with this thing. . . . He can't just be the landlord that's not a residential builder when he walks by that deck. He told you he has a duty to understand construction principals, to know and approve the work of subcontractors. The State of South Carolina ensures that he is licensed and responsible for the properties in which he worked on. You can't turn a blind eye.

[R. p. 452, lines 3-20].

He's an expert within the building community. He's not a layperson. He's a licensed contractor.

[R. p. 462, lines 18-20].

I don't think there's any doubt in my mind that if you're a licensed expert – he said well, we don't know about his training. I know this much. You've got to pass tests. I think you've got to get a license by the State of South Carolina to build.

[R. p. 503, lines 3-7].

I'm not asking him to crawl under there and search around. I'm asking for a person of his ability, of his training to walk by a deck and say look at this, it's falling apart.

[R. p. 502, lines 10-13].

At the conclusion of closing arguments, the jury was given the case for deliberation and returned verdicts as set forth in the Statement of the Case. [R. p. 523, line 13-p. 524, line 10].

ARGUMENTS

I. THE TRIAL COURT ERRED IN DENYING OWNERS' MOTIONS FOR A DIRECTED VERDICT AND JNOV.

Under South Carolina jurisprudence, the duty owed to a licensee follows:

The [owner or possessor of land] is under no obligation to exercise care to make the premises safe for his reception, and is under no duty toward him except:

- (a) To use reasonable care to discover him and avoid injury to him in carrying on activities upon the land.
- (b) To use reasonable care to warn him of any *concealed dangerous conditions* or activities which are known to the possessor, or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover.

Singleton v. Sherer, 377 S.C. 185, 201, 659 S.E.2d 196, 204–05 (Ct. App. 2008) citing

Neil v. Byrum, 288 S.C. 472, 473, 343 S.E.2d 615, 616 (1986) (emphasis in original).

However, “the [landowner] has no duty to search out and discover dangers or defects in the land or to otherwise make the premises safe for a licensee.” Id. (internal citations omitted). “[S]ince a licensee is there for his own benefit, he can be said to accept the premises as they are and demand no greater safety than his host provides himself.” Id. The most common example of a licensee is the social guest. Sims v. Giles, 343 S.C. 708, 721, 541 S.E.2d 857, 864 (Ct. App. 2001).

A. There was no evidence Owners had actual knowledge of the construction defect or the wood rot on the ledger board and, therefore, Owners were entitled to judgment as a matter of law.

As set forth above, there was no evidence that Owners had actual knowledge that the deck was improperly secured to the house or that the ledger board had wood rot. [R. p. 200, line 18-p. 201, line 1]. In fact, the trial court agreed that there was no evidence as to actual knowledge. [R. p. 401, lines 3-6]. A reasonable jury could not have found Owners breached their duty to Licensees for failing to warn them of the concealed dangerous condition, i.e. the improper fastening of the deck or the rot on the ledger board, which required Owners to have actual knowledge of the dangers. Therefore, Owners were entitled to have a verdict directed in their favor as to liability.

The trial court erred in failing to direct a verdict in Owners’ favor as to the alleged failure to warn of the construction defect and concealed rot on the ledger board as Owners did not have actual knowledge of those problems.

B. There was no evidence upon which a reasonable jury could find Owners liable for failing to warn Licensees of a change in the condition of the property which may be dangerous to them.

Licensees' sole argument under the duty charged as to liability on this issue is that since there were other areas on the deck that showed signs of deterioration, Owners were placed on notice that there might be an unseen issue concerning the deck's structural stability. [R. p. 502, lines 7-16]. Licensees argue Owners were on constructive notice that an issue may exist that should have been sought out and discovered.

Constructive notice is notice that a reasonable person should know and carries a duty of reasonable care. Staples v. Duell, 329 S.C. 503, 508, 494 S.E.2d 639, 642 (Ct. App. 1997) (internal citation omitted). "The reasonable person acts sensibly, does things without serious delay, and takes proper but not excessive precautions." REASONABLE PERSON, Black's Law Dictionary (10th ed. 2014).

As discussed above, it is undisputed that the wood rot on the ledger board was concealed from view. It could not be seen while standing on the deck, while standing next to the deck, or while underneath the deck. [R. p. 386, lines 10-p. 387, line 2; p. 388, lines 3-7; p. 425, line 23-p. 426, line 12]. It is undisputed that the deck felt structurally sound until the moment it collapsed. [R. p. 182, line 19-p. 183, line 1; p. 193, lines 5-14; p. 219, line 20-p. 220, line 2; p. 220, lines 13-15; p. 220, line 25-p. 221, line 6; p. 283, lines 16-20; p. 283, line 25-p. 284, line 4; p. 309, lines 6-9; p. 324, lines 3-24; p. 358, line 13-p. 359, line 2]. It is further undisputed that if either a layperson or a licensed builder were walking on the deck and there was no lateral movement, giving, shacking, wiggling, or any other problem until the time the deck fell, there would be no reason to think that the deck was dangerous or structurally unsound. [R. p. 393, line 22-p. 394, line 17; p. 425, line 23-p. 426, line 12].

Mr. Abatta testified that he noted some deterioration on the outside of each of the steps and the stringer (these hold the steps in place.) He further identified in photos some

wood that was cracked and some nails that had popped up. [R. p. 376, line 22-p. 377, line 25]. However, none of those issues caused or contributed to the collapse. [R. p. 376, lines 10-22]. Additionally, Mr. Abatta did not know the condition of the deck *before* the collapse. He confirmed that “it was definitely possible” the cracks in the wood and popped nails resulted from the collapse. [R. p. 391, lines 12-18].

Mr. Abatta opined that a person recognized as a residential builder “should have recognized” that the deck was deteriorating. [R. p. 378, lines 12-22; p. 379, lines 17-22]. However, the alleged deterioration itself would not have informed a person if there was rot on the ledger board. As Mr. Abatta stated, “[t]he only way you could really tell if it wasn’t visible from the outside was by doing some, you know, sound testing or poking with a sharp object, which, normally, *inspectors* do to determine if you have wood rot or not.” [R. p. 378, lines 7-11].

First, there is no evidence or argument that a reasonable person would have been able to discover a ledger board that had concealed wood rot. Second, there was no evidence that Mr. Marshall ever performed any type of water damage inspections as a residential builder or if he even knew how to perform a sounding or poking test. Finally, the only evidence elicited from Mr. Marshall is that even if he crawled under the house, looked at the boards, checked the flashing and posts, and “stared at them, . . . looked at them and inspected them[]” he would not have necessarily been able to identify a problem. [R. p. 197, lines 11-18].

No reasonable jury could find Owners breached their legal duty by failing to discover the concealed wood rot on the ledger board under a reasonable person standard because the very steps necessary to discover the condition required expert knowledge and abilities. Moreover, the steps needed to discover the condition complained of would

rise to the level of taking excessive precautions, which is beyond the scope of a reasonable person standard. As such, the trial court erred in failing to direct a verdict in Owners' favor and denying the motion for JNOV.

C. There was no evidence upon which a reasonable jury could find Owners liable for failing to warn Licensees of a change in the condition of the property which may be dangerous to them because there is no duty to search out the danger complained of.

Licensees' theory of liability rests solely on the argument that Owners had a duty to search out and inspect the deck to discovery concealed dangers in order to warn Licensees of those dangers. [R. p. 462, lines 6-7; p. 502, lines 13-16].

Contrary to Licensees' argument, "the [landowner] has no duty to search out and discover dangers or defects in the land or to otherwise make the premises safe for a licensee." Singleton, 377 S.C. at 201, 659 S.E.2d at 204-05. "[S]ince a licensee is there for his own benefit, he can be said to accept the premises as they are and demand no greater safety than his host provides himself." Id. (internal citations omitted).

As discussed above, it is uncontested that the rot on the ledger board was concealed from view at any angle. [R. p. 386, lines 10-p. 387, line 2; p. 388, lines 3-7; p. 425, line 23-p. 426, line 12]. It is further uncontested that there was no movement of the deck when it was walked upon. [R. p. 182, line 19-p. 183, line 1; p. 193, lines 5-14; p. 219, line 20-p. 220, line 2; p. 220, lines 13-15; p. 220, line 25-p. 221, line 6; p. 283, lines 16-20; p. 283, line 25-p. 284, line 4; p. 309, lines 6-9; p. 324, lines 3-24; p. 358, line 13-p. 359, line 2]. Per Licensees' own expert, Mr. Abatta, to discover the hidden wood rot on the ledger board, a person would go underneath the deck to ledger board and

“tap on that board and hear a sound or you would poke it with something and see if it [sic] soft and punky.” [R. p. 387, lines 3-17].

Mr. Abatta’s opinion and Licensees’ argument for liability required Owners to seek out and discover the concealed danger, for which there is no legal duty. Id. Therefore, the trial court erred in denying Owners’ motions for a directed verdict and JNOV as a reasonable jury applying the facts of the case to the law that was correctly charged, could not have found Owners breached their legal duty to Licensees when there is no duty to maintain and no duty to search out and discovery the condition that they allege caused the deck to collapse.

To the extent the trial court was concerned that by replacing two boards, Owners were placed on constructive notice of a possible defect creating a question for the jury, the concern and argument is without merit and contrary to established law. [R. p. 401, lines 3-6; 402, line 21-p. 403, line 12].

The evidence at trial was that Owners rented the property through the federal section 8 housing subsidy for seven (7) or eight (8) years after purchasing the property in 1997. During that time, the only repairs to the deck were the replacing of a couple of weathered floor boards. [R. p. 172, lines 6-8; p. 178, lines 5-9; p. 217, line 20-p. 218, line 1]. No other repairs were made to the deck since. Mr. Abatta testified that the concealed wood rot on the ledger board would have developed over two (2) to five (5) years. [R. p. 374, lines 6-11].

Since the home was purchased in 1997, the latest the floor boards could have been replaced per a section 8 housing authority request would be eight years later, or 2005. Since the deck collapsed in 2014, per Mr. Abatta’s testimony, the earliest the concealed rot could have been discovered was five (5) years before the collapse, or 2009. Therefore,

any inspection in 2005 or before when the deck boards were replaced would not have lead to the discovery of the concealed rot on the ledger board, because it did not exist at that time.

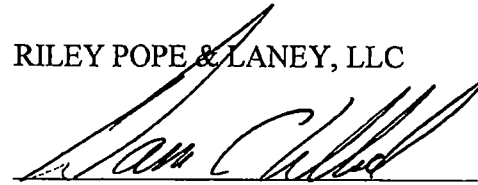
For the trial court's concern regarding constructive notice to be true, Owners would have to have performed routine inspections, including soundings and poking tests, from 2005 or before when the deck boards were replaced until they discovered the concealed rot when it developed between 2009 and 2012. Since Owners have no duty to Licensees to inspect, make safe, or search out and discover concealed dangers, it was in err to allow this matter to go to a jury for this concern. Singleton, 377 S.C. at 201, 659 S.E.2d at 204–05; cf., Staples, 329 S.C. at 508, 494 S.E.2d at 642 (stating “it is illogical to say that rural landowners have no duty to inspect and improve their property, but then to charge a rural landowner with a duty arising out of constructive notice”).

Thus, the trial court erred in denying Owners' motions for a directed verdict and JNOV as a reasonable jury applying the facts of the case to the law that was correctly charged could not have found Owners breached their legal duty to Licensees when there is no duty to inspect, maintain or to search out and discover the condition that they allege caused the deck to collapse. Id.

CONCLUSION

For the reasons set forth, Appellants respectfully request a finding that the trial court erred in denying the motions for a directed verdict and JNOV as the evidence did not yield more than one reasonable inference and no reasonable jury could have reached the challenged verdict when applying the facts to the correctly charged law in this case. Appellants request an Opinion reversing the jury verdicts and entering judgments in favor of the Appellants.

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April 21, 2017

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

RECEIVED

APR 24 2017

SC Court of Appeals

Case No.: 2016-001178

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

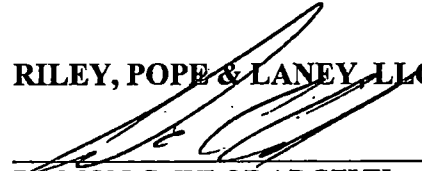
v.

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

CERTIFICATE OF COMPLIANCE

This is to certify that Appellants' Final Brief and Final Reply Brief complies
with Rule 211(b), SCACR.

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THE STATE OF SOUTH CAROLINA
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CERTIFICATE OF SERVICE

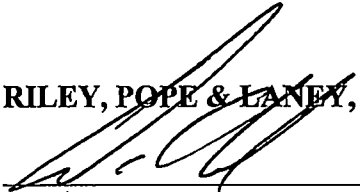
This is to certify that I have this day caused to be served upon the persons named
below copies of **Appellants' Final Brief, Final Reply Brief and Certificate of
Compliance** via United States mail, first-class postage prepaid, to the following:

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APR 24 2017
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Re: Linda Estrada, George Estrada, Tyrone Ruff, Khalilah Smith, Carletta Williams, and
Cristian Reyes, Respondents, v. Andrew Marshall and Linda Marshall, Appellants
Case No.: 2016-001178
Our File No.: 5167.00614

Dear Ms. Kitchings:

Please find enclosed for filing the following documents:

- 1) One (1) original unbound and fifteen (15) bound copies of Appellants' Final Brief;
- 2) One (1) original unbound and fifteen (15) bound copies of Appellants' Final Reply Brief;
- 3) One (1) original unbound and fifteen (15) bound copies of the Record on Appeal;
- 4) One (1) original and one (1) copy of the Rule 211(b), SCACR, Certificate of Compliance;
- 5) One (1) original and one (1) copy of proof of service.

Please return one filed copy of each document with my courier. Please do not hesitate to contact me with questions.

Sincerely,



Damon C. Wlodarczyk

DCW/
Enclosures

cc: John S. Nichols, Esquire (w/enclosures)
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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No. 2014-CP-40-04304

RECEIVED

APR 26 2017

SC Court of Appeals

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

v.

Andrew Marshall and Linda Marshall, ... Appellants.

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

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COUNTER-STATEMENT OF THE ISSUE ON APPEAL

Did the trial court correctly deny Appellants' Motions for Directed Verdict and JNOV because there was evidence in the record to support the jury's finding that Appellants' knew or should reasonably have known about the hazardous change in condition of the deck but failed to warn Respondents of the danger?

COUNTER-STATEMENT OF THE CASE

This is a premises liability case. Respondents Linda and George Estrada were among several persons who were injured when a deck collapsed at a home Latasha White rented from Appellants, Andrew and Linda Marshall. Several separate lawsuits were filed against Appellants, who timely answered each suit and denied liability. The cases were consolidated for purposes of discovery and trial. There were six total plaintiffs.

The matter was tried before a jury on April 5-7, 2016. The trial court denied motions for directed verdict Appellants made at the close of the plaintiffs' case and at the close of the evidence.

The jury brought back verdicts in favor of five of the six plaintiffs. Appellants moved for JNOV which the Court denied.

This appeal follows.

FACTS

The Respondents were at a party at a home owned by Appellants and rented to Latasha White. They were all injured when the deck next to the house collapsed without warning. The jury held Appellants liable and they have appealed only on the issue of liability. The following testimony and evidence was presented at trial.

Appellant **Andrew Marshall** testified he is a licensed residential home builder. (R. p. 174, ll. 1-5). For 28 years he has been licensed and working on construction and remodeling of homes. (R. p. 174, ll. 6-9). He owns a business separate from his rental properties through which he services, provides remodeling and construction to homeowners. (R. p. 174, ll. 16-19). Mr. Marshall is licensed to oversee roofers, electricians, HVAC workers, plumbers and framers along with "an abundance of other specialty licenses." (R. p. 175, ll. 8-23). He does subcontract some of the work out, but he is the licensed contractor who "has to get the contract to perform work to do it." (R. p. 174, ll. 20-25).

Mr. Marshall is responsible for every aspect of the home including the work the subcontractors provide on the homes. (R. p. 175, ll. 1-7; p. 175, l. 24 - p. 176, l. 10). This includes ensuring the work is done in proper professional construction standards and that there is structural integrity on the work done by subcontractors. (R. p. 176, ll. 2-13). He must "spot defects that were done by [his] subcontractors" when he walks into a house. (R. p. 176, ll. 14-18).

Mr. Marshall purchased the home at 108 Casbel Court in Hopkins, South Carolina, in 1997 as an investment to rent to others. (R. p. 172, ll. 3-22; Pl. Exh. 4). He

owned the home in April 2014 when the deck collapsed. (R. p. 173, ll. 13-16). He never paid to have the home inspected, even after the deck collapsed. (R. p. 179, ll. 16-21).

He owns six other rental properties in the Columbia area. (R. p. 173; ll. 4-10, 17-19; p. 174, ll. 11-15). Mr. Marshall has the personal responsibility for doing maintenance on the rental homes "as needed." (R. p. 176, l. 19 - p. 177, l. 3). Mrs. Marshall handles the books for the properties. (R. p. 183, ll. 9-14).

Mr. Marshall does a "walk-through" when he changes tenants. (R. p. 177, 11-15; p. 186, ll. 17-23). The extent of the inspection he did on the subject home when it was rented to Ms. White "was to walk out onto the back deck" and would jump on it. (R. p. 177, ll. 16-22; p. 177, l. 25 - p. 178, l. 4; p. 193, ll. 5-14). He never went under the deck. (R. p. 192, ll. 16-24).

The only work Mr. Marshall did on the deck during the 19 years he owned the home was to replace "a couple of boards." (R. p. 178, ll. 5-9). Mr. Marshall never weatherproofed or painted the deck and never did anything else to maintain the deck. (R. p. 178, ll. 10-16). The replacement of the boards took place once Mr. Marshall rented the home through the housing authority, who saw the rotted boards during its inspection. (R. p. 178, ll. 17-21; p. 188, ll. 4-19; p. 201, ll. 1-3). Mr. Marshall stated the boards were "in a weathered condition." (R. p. 188, l. 23). He made no modifications to the deck. (R. p. 182, ll. 8-10.)

Mr. Marshall did go under the home once but he never looked under the deck to see how it was attached to the home. (R. p. 178, l. 24 - p. 179, l. 9; p. 200, ll. 5-6). He stated he had no need to look to see how the deck was attached. (R. p. 179, ll. 10-15).

As a licensed builder Mr. Marshall is required to know structural principles for building decks like the one on the subject house. (R. p. 179, l. 25 - p. 180, l. 10). As a builder he has "subbed out" the construction of decks. (R. p. 180, ll. 15-25; p. 189, ll. 3-24). He would never permit a subcontractor to build a deck without supports at each of the deck's corners. (R. p. 181, ll. 1-11; p. 189, l. 25 - p. 190, l. 6; Pl. Exh. 10, 11; p. 200, ll. 7-14). Mr. Marshall agreed that would not be in accord with good practical construction principles. (R. p. 181, ll. 12-14). The deck on the subject home did not have supports underneath the two corners nearest to the house. (R. p. 182, ll. 11-14). There was only a total of four screws holding up the entire deck. (R. p. 192, ll. 5-12).

Mr. Marshall agreed as the homeowner he is responsible for the safety and soundness of the home's construction. (R. p. 183, ll. 9-13). He agreed it was his responsibility to keep the house in working order safe for the tenants. (R. p. 185, ll. 11-13). Mr. Marshall never gave the tenant any warning about use of the deck. (R. p. 185, l. 24 - p. 186, l. 2).

Mr. Marshall also agreed that after the collapse the boards demonstrated wood rot. (R. p. 194, ll. 22-24; Pl. Exh. 5, 8). He also agreed that there was no flashing on the deck and flashing would have prevented the wood from rotting. (R. p. 195, ll. 8-15). Had an inspector gone under the deck he would have seen the lack of flashing. (R. p. 196, ll. 4-12).

Mr. Marshall never provided any warning to any of the tenants that there were any issues with the deck that he knew of. (R. p. 196, ll. 19-22). He agreed that there were "a substantial amount" of problems with the deck. (R. p. 197, ll. 2-10).

Mr. Marshall agreed that the more rent he received the more income he earned. (R. p. 173, ll. 20-22). He also agreed that the fewer costs he had in each rental home, the more money he earned personally. (R. p. 173, ll. 23-25). The home had no mortgage so other than taxes Mr. Marshall kept any money he got in rent. (R. p. 184, l. 23 - p. 185, l. 4).

Appellant **Linda Marshall** works with Mr. Marshall running the company that does the remodeling and repairs. (R. p. 207, l. 17 - p. 208, l. 20; p. 209, ll. 9-10). They own six homes that they rent. (R. p. 208, ll. 9-13). They purchased the home personally outside their company. (R. p. 209, ll. 5-13).

Mrs. Marshall visually inspected the inside of the house and would also go outside. (R. p. 211, ll. 8-12). She would inspect the deck to see whether any boards were weak or they had "nail pops," but she did not crawl underneath. (R. p. 211, ll. 13-21). Mr. Marshall was in charge of doing most of the maintenance on the rental homes. (R. p. 211, ll. 22-24). She had no opinion as to whether the house was properly inspected or cared for. (R. p. 214, ll. 5-8). Mrs. Marshall agreed that the landlord has the responsibility to maintain the property and keep the house in a working and safe condition. (R. p. 214, ll. 9-13; p. 215, l. 14 - p. 216, l. 3; p. 224, ll. 6-10).

Mrs. Marshall agreed that the government inspectors required that they replace a few boards on the deck. (R. p. 219, ll. 16-19). She was unaware of the extent of the housing authority's inspection. (R. p. 222, ll. 8-12). She stated they "always checked all of our houses whether [the government] mandated it or not." (R. p. 223, ll. 5-6). No one else inspected the home in the 19 years they owned it other than Mr. Marshall's walk-

throughs. (R. p. 224, l. 20 - p. 225, l. 12).

Respondents testified nobody warned any of them of any conditions with the deck. (R. p. 231, ll. 17-18; p. 242, ll. 17-19; p. 273, ll. 24-25; p. 283, ll. 21-24; p. 297, ll. 13-17; p. 308, l. 24 - p. 309, l. 5; p. 315, ll. 23-25; p. 323, l. 24 - p. 324, l. 7; p. 347, ll. 12-13; p. 358, l. 25 - p. 359, l. 6).

Alan A. Albatta testified as an engineering expert for the Respondents. (R. p. 364, ll. 6-25; p. 365, ll. 16-17; p. 366, l. 22 - p. 367, l. 1). Mr. Albatta reviewed photographs of the collapsed deck and concluded the "ledger board" caused the collapse. (R. p. 365, l. 18 - p. 368, l. 12). The board disconnected from the fastener due to a series of wood rotting, causing the deck to shift and pulling the other two fasteners out of the wall. (R. p. 368, ll. 13-17; Pl. Exh. 10, 11; p. 374, ll. 4-12; p. 375, ll. 6-11; p. 376, ll. 4-21; p. 380, ll. 2-4; p. 590). Although the posts complied with the building code, the fastening to the wall was not within code. (R. p. 370, ll. 1-12).

There also was no flashing. (R. p. 373, ll. 17-25). Flashing would be required by the building code to prevent water from getting in behind the wall of the building and the ledger board. (R. p. 370, l. 21 - p. 371, l. 13; p. 390, ll. 16-21). Mr. Albatta testified it should be obvious to a licensed residential builder that flashing should be included on a deck to prevent water accumulation and rotting. (R. p. 371, ll. 18-23). Flashing would be visible to an inspector walking out on the deck. (R. p. 372, ll. 1-9).

Mr. Albatta saw conditions that were changing over a period of time that would have given rise to either an inspector or home owner realizing that it was beginning to deteriorate or rot. (R. p. 376, l. 22 - p. 377, l. 25; p. 396, ll. 3-12). Mr. Albatta stated that,

in his opinion, Mr. Marshall, being a licensed builder, should have inspected the deteriorating circumstances of the boards, steps and railings and would have realized the deck was deteriorating. (R. p. 378, ll. 7-22). He opined that a person qualified to be a residential licensed builder should have recognized that there was no flashing, that water was accumulating in areas of the deck, and that the deck was deteriorating. (R. p. 379, l. 17 - p. 380, l. 1). Such an inspection would have revealed the defective condition of the deck. (R. p. 387, ll. 3-22). Furthermore, someone in the business of building homes would know from nails popping out and wood cracking that water has gotten into the deck area. (R. p. 396, ll. 15-22). A residential builder should understand from the conditions of the stairs, the wood, and the lack of flashing that the deck at some point was going to rot and potentially collapse. (R. p. 397, ll. 19-24).

Mr. Albatta also opined that Mr. Marshall, as a licensed residential builder, should have known that the lack of four posts could increase the risk that the deck could fall. (R. p. 380, l. 17 - p. 381, l. 5). At no time was the deck compliant with the building code. (R. p. 381, ll. 6-10). A residential licensed builder could walk by and see the faulty design, or "at least, go in the crawl space and look." (R. p. 381, ll. 19-22). Mr. Albatta stated that a person standing on the right side of the deck could see the ledger board (R. p. 385, ll. 5-6). He also opined that it is "always good for wood decks, to do inspections, at least, once a year." (R. p. 394, ll. 22-23; p. 397, ll. 12-18). Furthermore if Mr. Marshall walked by the deck "he should see all of those defects ... which led to water decay and the deck collapsing." (R. p. 398, ll. 3-10).

The trial court instructed the jury:

Let's talk briefly about premises liability, okay, or landowner's liability, whatever you want to call it. The Plaintiffs claim that an unsafe condition on the Defendants' premises injured them. In order to recover damages for their injuries, the Plaintiffs must first prove by a preponderance or greater weight of the evidence that an unsafe condition existed on the Defendants' premises.

Licensee. A licensee is a person who enters the premises of another with the owner's consent. A social guest is a licensee. The Plaintiffs in this case are considered licensees. The Defendants have the duty to use reasonable care to warn a licensee of any concealed dangerous conditions which are known to the Defendants or of any change in the condition of the premises which may be dangerous and for which the Defendants should have reasonably been [expected] to discover. However, the owner of property has no duty to search out and discover dangers or defects. The owner does have a duty to warn a licensee of hidden or concealed dangers of which the owner has actual knowledge.

(R. p. 510, ll. 2 - 22). Appellants took no exceptions to the court's charge. (R. p. 518, ll. 20-23).

The jury returned verdicts finding Respondents proved Appellants were negligent (R. p. 523, ll. 17-20), and the negligence proximately caused injuries to Respondents (five of the six plaintiffs). (R. p. 523, l. 21 - p. 524, l. 8).

Appellants made post-verdict motions which the trial court denied. This appeal follows.

ARGUMENTS

STANDARD OF APPELLATE REVIEW

The Supreme Court recently reminded the bench and bar of the appropriate standard of review from a trial court's denial of motions for directed verdict and JNOV:

In ruling on directed verdict or JNOV motions, the trial court is required to view the evidence and the inferences that reasonably can be drawn therefrom in the light most favorable to the party opposing the motions. *Sabb v. S.C. State Univ.*, 350 S.C. 416, 427, 567 S.E.2d 231, 236 (2002) (citing *Steinke v. S.C. Dep't of Labor, Licensing & Regulation*, 336 S.C. 373, 520 S.E.2d 142 (1999)). "[T]he trial judge is concerned with the existence of evidence, not its weight." *Curcio v. Caterpillar, Inc.*, 355 S.C. 316, 320, 585 S.E.2d 272, 274 (2003). Similarly, on appeal, "[t]he jury's verdict must be upheld unless no evidence reasonably supports the jury's findings." *Id.* at 320, 585 S.E.2d at 274 (citing *Horry Cnty. v. Laychur*, 315 S.C. 364, 434 S.E.2d 259 (1993)). Moreover, neither an appellate court nor the trial court has authority to decide credibility issues or to resolve conflicts in the testimony or the evidence. *Garrett v. Locke*, 309 S.C. 94, 99, 419 S.E.2d 842, 845 (Ct. App.1992)

Bass v. SC Dept. of Social Services, 414 S.C. 558, 570, 780 S.E.2d 252, 258 (2015).

Accord *Allegro, Inc. v. Scully*, 418 S.C. 24, 31, 791 S.E.2d 140, 144 (2016) ("On review from a trial court's denial of a motion for directed verdict or JNOV, [the appellate court] applies the same standard as the trial court and views the evidence and all reasonable inferences in the light most favorable to the nonmoving party...An appellate court will reverse the trial court's ruling only if no evidence supports the ruling below.") (citations omitted); *Maybank v. BB&T Corporation*, 416 S.C. 541, 568, 787 S.E.2d 498, 512 (2016) (in deciding directed verdict or JNOV motions, "neither the trial court nor the appellate court has the authority to decide credibility issues or to resolve conflicts in testimony or the evidence."). In *Bass*, the Supreme Court added that the appropriate role of an

appellate court is to “examin[e] the record to discern whether there was any evidence put forward at trial to support the jury verdict” and not to “search[] the record for evidence to corroborate [appellant’s] theory of the case....” *Bass*, at 574, 780 S.E.2d at 260.

THE TRIAL COURT CORRECTLY DENIED APPELLANTS’ MOTIONS

There no issue before this Court regarding the amounts of each of the verdicts. There is also no challenge to the admission or exclusion of evidence or the trial court’s instructions to the jury. Instead, the only issue in this case is whether there is any evidence to support the jury’s finding that Appellants breached a duty of due care owed to them to use reasonable care to warn them of any concealed dangerous conditions or activities which are known to the Appellants, or of any change in the condition of the premises which may be dangerous and for which the Appellants should have reasonably been expected to discover.

Appellants present the Court with a version of the evidence in the record that favors them. This Court’s standard of appellate review, however, precludes such a broad review. Instead, the issue is whether there is any evidence to support the jury’s decision to find for the Respondents and award them damages. Because there is such evidence this Court should affirm.

Under South Carolina law:

“A licensee is a person who is privileged to enter upon land by virtue of the possessor’s consent.” *Neil v. Byrum*, 288 S.C. 472, 473, 343 S.E.2d 615, 616 (1986). “When a licensee enters onto the property of another, the primary benefit is to the licensee, not the property owner.” *Singleton v. Sherer*, 377 S.C. 185, 198, 659 S.E.2d 196, 203 (Ct. App. 2008).

“A landowner owes a licensee a duty to use reasonable care to discover the licensee, to conduct activities on the land so as not to harm the licensee, and to warn the licensee of any concealed dangerous conditions or activities.” *Singleton*, 377 S.C. at 201, 659 S.E.2d at 204.

Lane v. Gilbert Const. Co., Ltd., 383 S.C. 590, 596-597, 681 S.E.2d 879, 882 (2009).

In this case, as in *Lane*, the evidence presented at trial raised a jury question as to whether or not Appellants met the duty of care owed to all of the Respondents as licensees. The jury found they had not. The trial court agreed the record contained some evidence to support that determination. This Court should affirm.

In *Neil v. Byrum*, the Court stated:

The possessor is under no obligation to exercise care to make the premises safe for his reception, and is under no duty toward him except:

(a) To use reasonable care to discover him and avoid injury to him in carrying on activities upon the land.

(b) To use reasonable care to warn him of any *concealed dangerous conditions* or activities which are known to the possessor, or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover.

288 S.C. at 473, 343 S.E.2d at 616 (citing *Frankel v. Kurtz*, 239 F. Supp. 713, 717

(W.D.S.C. 1965)) (italics by the Court; underlined added). The trial court gave this instruction to the jury nearly verbatim and without objection.

The *Neil* Court noted that the injured party in that case was “clearly a licensee.”

Id. The Court added:

If we determine that the danger posed by the steps was not hidden or concealed, then [plaintiff] had the duty to discover and avoid the danger. The [plaintiff's] fall would not have been due to any negligence on the [defendant's] part.

Under the present facts, neither the steps themselves nor their position in relation to the door constitute a latent or concealed danger. The [plaintiff] admitted that she noticed that the steps had no railings before she started up them. The width of the steps and the position of the steps in relation to the rear door are open and obvious conditions which were readily visible at the time the accident occurred. A licensee cannot recover for an injury caused by *known dangers or risks inherent to a place*. *Smiley v. Southern R. Co.*, 184 S.C. 130, 191 S.E. 895 (1937). This Court refuses to make every landowner an insurer of the safety of their social guests. *See House v. European Health Spa*, 269 S.C. 644, 239 S.E.2d 653 (1977) (Court refused to make business owner an insurer of the safety of an invitee).

Even when viewed in the light most favorable to the [plaintiff], there is no evidence which could reasonably support the conclusion that the [defendant] was negligent. Since the only conclusion which could have been reached in this case is that the steps constituted an open and obvious danger rather than a latent or concealed one, the trial judge should have granted [defendant]'s motion for a directed verdict.

288 S.C. at 473-474, 343 S.E.2d at 616 (emphasis added). Thus, the key to finding *no* liability in *Neil* was the open and obvious nature of the danger or the inherent nature of the risk (*i.e.*, steps without a railing or landing at the top).

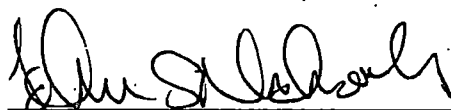
In this case, the defect in the deck (improper construction leading to rotting) was not "open and obvious" to the Respondents nor was it "inherent in the nature" of the deck. Instead, the jury found the Appellants should reasonably have been expected to discover the deteriorating condition and to warn Respondents. Appellants did neither.

Pursuant to Rule 208(b)(6), SCACR, Respondents Linda and George Estrada adopt by reference the arguments of the brief of Respondents Tyrone Ruff, Khalilah Smith, and Carletta Williams advocating this Court affirm the trial court's decision.

CONCLUSION

For the reasons stated the Court should affirm the trial court's decision to deny Appellants' motions for directed verdict and judgment notwithstanding the verdict.

Respectfully submitted,



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April 25, 2017

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APR 26 2017

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No. 2014-CP-40-04304

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

v.

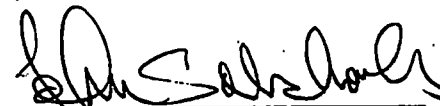
Andrew Marshall and Linda Marshall, ... Appellants.

CERTIFICATE OF COMPLIANCE

Pursuant to Rule 211(a), SCACR, I certify that the *Brief of Respondents Linda and George Estrada* complies with the provisions of Rule 211(b), SCACR, and with the August 13, 2007, Supreme Court Order regarding personal data identifiers.

April 26, 2017

Respectfully submitted,



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APR 26 2017

SC Court of Appeals

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No. 2014-CP-40-04304

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

v.

Andrew Marshall and Linda Marshall, ... Appellants.

PROOF OF SERVICE

The undersigned hereby certifies that on the date indicated below she served
counsel with a copy of the *Final Brief of Respondents Linda and George Estrada* and
Certificate of Compliance by mailing copies of the same by United States Mail with first
class postage prepaid to the following addresses:

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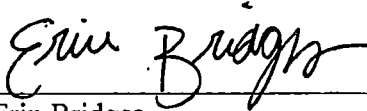
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APR 26 2017

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April 26, 2017

VIA HAND DELIVERY

The Honorable Jenny Kitchings
Clerk of Court
South Carolina Court of Appeals
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APR 26 2017

SC Court of Appeals

RE: Linda Estrada and George Estrada v. Andrew Marshall and Linda Marshall
Case Tracking No.: 2016-001178

Dear Ms. Kitchings:

Please find enclosed for filing the original unbound and fifteen (15) bound copies of the Final Brief of Respondents Linda and George Estrada in regards to this case. I have also enclosed a Certificate of Compliance and proof of service on counsel of record. Please return the additional filed copies to me via our courier.

Thank you for your attention to this matter. If you need any additional information, please do not hesitate to contact me.

Sincerely,

Erin Bridges

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Enclosures

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Todd R. Ellis, Esquire

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No. 2016-001178

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SC Court of Appeals

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

v.

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

**RESPONDENTS TYRONE RUFF, KHALILAH SMITH AND
CARLETTA WILLIAMS' FINAL BRIEF**

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STATEMENT OF ISSUE ON APPEAL

I. WAS THERE ANY EVIDENCE UPON WHICH THE JURY COULD HAVE DETERMINED THAT APPELLANTS BREACHED A DUTY TO RESPONDENTS?

STATEMENT OF THE CASE

Tyrone Ruff ("Respondent Ruff"), Khalilah Smith, ("Respondent Smith") and Carletta Williams ("Respondent Williams") (collectively "Respondents") commenced this action against Appellants Andrew Marshall and Linda Marshall ("Appellants") on or about August 19, 2014. (R. pp. 25-33). Respondents' Complaints alleged causes of action for Negligence and Gross Negligence. (R. pp. 25-33). Respondents' Complaints sought recovery of damages against Appellants for injuries they received when a deck attached to a home owned by Appellants collapsed. (R. pp. 25-33). Appellants timely answered. On March 13, 2015, an Order was entered consolidating the Respondents' cases with four (4) other cases brought against Appellants arising out of the same facts and circumstances. These cases were assigned Civil Action Number 2014-CP-40-04304 (R. pp. 1-7).

The parties then engaged in written and oral discovery. The case was also unsuccessfully mediated. This case was tried before the Honorable Brian Gibbons and a jury on April 5-7, 2015. At the close of the Respondents' case, Appellants moved for a directed verdict on the grounds that there was no evidence of any breach of a legal duty to Respondents. (R. p. 398, l. 24 – p. 409, l. 5). This motion was denied by the Court. (R. p. 409, ll. 6-9). Appellants renewed their motion for a directed verdict at the close of the evidence. (R. p. 432, ll. 20-21). Again this motion was denied. (R. p. 432, ll. 22-23).

The jury subsequently returned verdicts on behalf of all Respondents. (R. pp. 19-20). Specifically, the jury awarded Respondent Ruff \$17,104.00, Respondent Williams \$8,683.00 and Respondent Smith \$9,452.02. (R. pp. 19-20). The Appellants timely filed a Motion for JNOV. (R. pp. 94-98). Judge Gibbons issued his Order denying Appellants' Motion on May 10, 2016. (R. p. 8). Appellants' appeal timely followed.

FACTS

On April 4, 2014, Respondents Tyrone Ruff, Carletta Williams, and Khalilah Williams and other family members gathered at a residence located at 108 Casbel Court, owned by Respondents Andrew Marshall and Linda Marshall and rented to Latasha White (R. p. 172, ll. 3-5; p. 173, ll. 13-16). Latasha White is Respondent Tyrone Ruff's sister (R. p. 295, ll. 7-12). Respondents were there for a family birthday celebration for Respondent Tyrone Ruff's mother in law. (R. p. 295, ll. 15-18; Pl. Exh. 4).

At the time, Tyrone Ruff and Carletta Williams were married. (R. p. 294, ll. 10-11). Mr. Ruff was working two jobs at McDonald's as a cook at night from 4 p.m. to midnight, and as a painter from 7 a.m. to 3 p.m. (R. p. 294, ll. 18-21). Respondent Carletta Williams was employed as a Certified Nursing Assistant (CNA) with Community Long Term Care providing home health care. (R. p. 313, ll. 14-15). Respondent Khalilah Smith is Latasha White's sister. (R. p. 346, ll. 10-11). She was self-employed. She testified that at the time of the deck collapse she operated a cleaning service. (R. p. 346, ll. 1-3).

Respondents Ruff and Williams arrived around 9 p.m. and after greeting his mother walked out onto an attached deck and sat down. (R. p. 295, l. 19 – p. 296, l. 3; Pl. Exh. 5, 6; p. 315, ll. 3-16). Other friends and family members, including children, were sitting on the deck, cooking and playing games. (R. p. 296, ll. 1-9; p. 228, l. 23 – p. 229, l. 8; Pl.

Exh. 4; p. 346, l. 22 – p. 347, l. 7; p. 347, l. 17 – p. 348, l. 2). No one was doing anything on the deck to make it collapse. (R. p. 349, ll. 1-3). No one was jumping on the deck. No one was dancing on the deck. No one was wrestling or “horse playing” on the deck. (R. p. 297, l. 18 – p. 298, l. 1).

Suddenly, and without any warning whatsoever, the deck collapsed. (R. p. 231, l. 12 – p. 232, l. 1; p. 274, ll. 1-10; p. 297, ll. 10-17). No one knew what was happening. Witnesses described the ensuing scene as chaotic, as guests were thrown to the ground under other guests, and under two charcoal grills and their contents, which were being used at the party. (R. p. 232, l. 10 – p. 233, l. 12; p. 306, ll. 15-25). Hot charcoal and ashes were thrown onto the guests. Many of the guests were in a panic, crying and screaming. (R. p. 274, Lines 1-10; p. 298, ll. 5-22; p. 315, l. 6 – p. 316, l. 3; p. 349, l. 4 – p. 350, l. 4). Multiple ambulances and emergency vehicles were dispatched to take the injured guests to local hospitals for treatment.

Respondents Tyrone Ruff, Carletta Williams and Khalilah Smith were all treated that night at the Emergency Room. (R. p. 299, l. 15 – p. 300, l. 10). Tyrone Ruff immediately began experiencing pain in his wrist and back. (R. p. 299, ll. 4-14). At the hospital, he was given a brace for his wrist and prescribed medications for pain. He continued to experience pain after his discharge from the emergency room. (R. p. 300, l. 18 – p. 301, l. 3). In fact, he returned to Lexington Urgent Care on the day after the deck collapse due to pain. (R. p. 301, ll. 4-12). He subsequently underwent an MRI and was prescribed physical therapy. (R. p. 302, ll. 3-24). He testified that he continues to have problems with pain in his legs and back. (R. p. 303, ll. 9-19). He missed time from work

and incurred substantial medical bills for his treatments. (R. p. 304, ll. 14-20; p. 305, l. 2 – p. 306, l. 2; pp. 571-581).

Respondent Carletta Williams immediately experienced pain in her hip and lower back. She had significant bruising (R. p. 318, l. 24 – p. 319, l. 7). Respondent Williams was also transported to Palmetto Health Baptist Hospital Emergency Room. (R. p. 317, l. 19 – p. 318, l. 4). She continued to have pain after her discharge. As a result, she was treated by a chiropractor. (R. p. 319, ll. 8-18). Like her then husband, Respondent Tyrone Ruff, she incurred significant medical bills. (R. pp. 565-570). She also missed time from work. (R. p. 321, ll. 2-14).

Respondent Khalilah Smith experienced pain to her neck and back. (R. p. 350, l. 23 – p. 351, l. 18). She attempted to address her pain by “over-the-counter” medications and she was treated for her injuries at the Lexington Medical Center. (R. p. 351, l. 15 – p. 352, l. 10). She was subsequently treated at Midlands Health Center. (R. p. 353, ll. 2-24). Like Respondents Ruff and Williams, she also incurred bills for medical treatment. (R. pp. 584-589).

The house located at 108 Casbel Court in Richland County is owned by Appellants. It is located in the Hopkins areas off of Leesburg Road. (R. p. 172, ll. 3-5, 20-24). Appellants purchased this property in 1997 as an investment. (R. p. 172, ll. 6-8). In addition to the property at issue in this lawsuit, Appellants own six other rental properties in the Columbia area. (R. p. 173, ll. 4-10).

Appellant Andrew Marshall testified that he takes personal responsibility for the maintenance and upkeep of Appellants’ rental homes. (R. p. 176, ll. 19-23). He testified

that it is his responsibility as owner/landlord to ensure that the houses he rents out are soundly constructed and safe for the tenants who live there. (R. p. 183, ll. 9-13).

In addition to being a long time landlord, Appellant Andrew Marshall is also a licensed residential home builder. (R. p. 174, ll. 1-5). He has been licensed for 28 years. He builds and remodels homes. (R. p. 174, ll. 16-19). He testified at trial that while much of the work on his houses is performed by contractors, he is responsible for all of their work. He testified that every aspect of the homes he builds or remodels is his responsibility. (R. p. 175, l. 24 – p. 176, l. 1).

In the course of doing business he supervises the work of roofers, electricians, HVAC installers, plumbers, framers as well as a variety of other specialty licenses. (R. p. 175, ll. 1-23). He is responsible for structural integrity. (R. p. 176, ll. 8-13). He is responsible for inspecting their work and making sure that all of these subcontractors do their work correctly, that there are no defects in their work, that their work is structurally sound, and that it complies with the applicable building codes and regulations. (R. p. 176, ll. 2-18).

Appellant Andrew Marshall testified that he has subbed out the construction of attached decks such as the one at issue here. (R. p. 189, ll. 3-24). Like the other work that he subs out, he testified that it is his responsibility to make sure that these decks are constructed properly. (R. p. 180, ll. 20-25). He testified that he is required to know the structural principals for decks such as the one at Casbel Court. (R. p. 179, l. 25 – p. 180, l. 3). This includes knowing how much weight a particular deck can handle. (R. p. 180, ll. 4-10). He testified that it is his responsibility to make sure that decks are built in accordance to applicable code provisions. He testified that he would not have approved construction

of a deck like the one involved in this lawsuit because it was not built using good construction principles. (R. p. 181, ll. 12-14). Specifically, he testified that the deck did not have supports. (R. p. 189, l. 25 – p. 190, l. 6).

As set forth above, the Appellants purchased the house in question in 1997. (R. p. 172, ll. 6-8; Pl. Exh. 4). The deck that failed leading to Respondents' injuries was already attached to the house. (R. p. 186, ll. 12-13). Each time that Appellants had a change in tenants, Mr. Marshall does a walk-through of the property. (R. p. 177, ll. 10-20). He testified that in the course of owning the house he would have walked around it on multiple occasions. (R. p. 186, ll. 17-23). At the time he purchased the property it was being rented out through the Housing Authority. (R. p. 188, ll. 3-10). Shortly after purchase, the Housing Authority or someone acting on its behalf requested that he replace boards that were, according to Mr. Marshall, in a "weathered condition." (R. p. 187, l. 24 – p. 188, l. 2; p. 188, ll. 7-23). Mr. Marshall replaced these boards. Photographs taken of the deck after the collapse revealed the presence of additional "weathered" boards. (R. p. 193, ll. 19-25; Pl. Exh. 5). The jury saw photographs from which they could have determined that the boards in question were not "weathered" but actually appeared to be "rotted." (Pl. Exh. 5).

The jury heard testimony from Appellant Andrew Marshall that at the time of the collapse the deck was only being held up (on the "front" end located away from the house) by two, two-inch support poles. (R. p. 190, ll. 11-16). The jury heard evidence that the two inch supports were splitting. (R. p. 190, l. 17 – p. 191, l. 6). The jury heard testimony that the two poles (or supports) were held to the deck with two screws each and that prior to the

fall the deck was being held up with only four screws. (R. p. 191, ll. 17-24; p. 192, ll. 5-12).

Appellant Andrew Marshall acknowledged that the less he spends on upkeep on maintenance, the more money he makes off of his rental properties. (R. p. 173, ll. 23-25). The more rent he receives, the more income he gets. (R. p. 173, ll. 20-22). The fewer costs that he has, the more he makes. (R. p. 173, pp. 23-25). R. p. 184, ll. 19-22). He estimated that during the time he owned this particular property, he cleared approximately Ninety-One Thousand (\$91,000.00) dollars from it. (R. p. 184, ll. 19-22).

The Respondents called Alan Abbatta as their expert. (R. p. 364, ll. 6-7). He is employed as an engineer by the Warner Group, a forensic engineering firm. (R. p. 364, ll. 12-18). Mr. Abbatta is a Professional Engineer (PE) with an undergraduate degree in Civil Engineering. (R. p. 364, ll. 19-21). He has been practicing engineering for forty-five (45) years. (R. p. 364, ll. 22-25). He is licensed in South Carolina. The Court qualified Mr. Abbatta as an expert in engineering. (R. p. 366, l. 25 – p. 367, l. 1).

Mr. Abbatta based his opinion solely on his observations taken off of photographs of the deck. (R. p. 366, ll. 6-11). Mr. Abbatta testified that the deck was supported on the side away from the house by the “front” two posts, which were attached to the deck by “maybe one,” screw fastener. (R. p. 369, ll. 16-21). He testified that according to sound engineering practice and principals, there should have been at least four fasteners per post. (R. p. 369, l. 22 – p. 370, l. 3). He further testified that the connection should have been bolted in order to prevent lateral movement of the deck. (R. p. 370, ll. 13-20). According to Mr. Abbatta, the method in which the posts were attached did not meet the applicable building code in place for at least thirty (30) years. (R. p. 370, ll. 4-20).

There was no flashing on the deck. Mr. Abbatta testified that the deck's lack of flashing, to protect it from rot, also did not meet code. (R. p. 370, ll. 21-24). He testified that the necessity of flashing should have been "obvious" to a licensed residential home builder such as Appellant Andrew Marshall. (R. p. 371, ll. 18-23). He testified that the lack of flashing should have been obvious to anyone simply walking on the deck. (R. p. 372, ll. 2-10).

Mr. Abbatta testified that in his opinion the deck collapsed due to wood rot. (R. p. 373, ll. 4-25). Over time, the wood on the deck deteriorated and rotted, resulting in it separating from the house on the night of the collapse. (R. p. 374, l. 1- p. 376, l. 21).

Mr. Abbatta testified that in his opinion there were a number of factors which should have put Appellant Andrew Marshall on notice that the condition of the deck was changing and that the deck was rotting and/or deteriorating. (R. p. 376, l. 22 – p. 378, l. 22). These factors included the deterioration of the stairs. (R. p. 377, ll. 1-5; Pl. Exh. 5). Despite Appellant Andrew Marshall's characterization of the photographs as depicting "weathering," Mr. Abbatta testified that the wood was in fact rotting. (R. p. 377, ll. 6-18; Pl. Exh. 6, 11). Mr. Abbatta testified that in his opinion, visual inspection of the deck and the railing should have given Appellants the opportunity to realize that the deck was deteriorating. (R. p. 378, ll. 16-22).

Further, the open and obvious deficiencies in the deck support should have also put Appellants on notice that the deck was at a greater risk for falling. (R. p. 380, ll. 17-25). He agreed that, "almost anyone walking by there (the deck) without inspection, knowing that no two back poles existed, should know that that could lead to a greater danger to that

deck.” (R. p. 381, ll. 1-10). He agreed that at no time was the deck and the manner in which it was attached to the house code compliant. (R. p. 381, ll. 6-22).

STANDARD OF REVIEW

“The standard of review for an appeal of an action at law tried by a jury is restricted to corrections of errors of law.” *Felder v. K-Mart Corp.*, 297 S.C. 446, 448, 377 S.E.2d 332, 333 (1989). A factual finding of the jury will not be disturbed unless there is no evidence which reasonably supports the finding. *Id.*

ARGUMENT

I. THERE WAS EVIDENCE UPON WHICH THE JURY COULD HAVE DETERMINED THAT APPELLANTS BREACHED A DUTY TO RESPONDENTS

As social guests of Appellants’ tenants, the Respondents in this case were licensees. The Court correctly charged the jury as to the law regarding a property owner’s duty to a licensee. The jury returned a verdict for Respondents and the trial court denied Appellants’ post-trial motions. This Court should affirm.

Under South Carolina law, a licensee is defined as one who enters the premises of another with the owner’s consent. The Respondents, as social guests of the Appellants’ tenants, were licensees. Appellants owed Respondents as licensees a duty to use reasonable care to warn them of any concealed or dangerous conditions which were known to Appellants or of any change in the condition of the premises which Appellants should have been expected to discover. *Goode v. St. Stephens United Methodist Church*, 329 S.C. 433, 441, 494 S.E.2d 827, 831 (Ct.App.1997); *Landry v. Hilton Head Plantation Prop. Owners Ass’n*, 317 S.C. 200, 203, 452 S.E.2d 619, 621 (Ct.App.1994); *Neil v. Byrum*, 288 S.C.472,

343 S.E.2d. 615 (1986). (R. p. 510, ll. 10-22). No exception was taken to the Judge's charge/instruction to the jury. (R. p. 518, l. 18 – p. 519, l. 12).

After careful deliberation, the jury returned verdicts for Respondents. (R. p. 522, l. 21 – p. 524, p. 10). Appellants' sole grounds for their appeal is that the trial court erred in denying their motions for directed verdict and JNOV because there was no evidence upon which a reasonable jury could find them liable for failing to warn Respondents of a change in the condition of the property which may be dangerous to them. Contrary to Appellants' arguments, Respondents presented ample evidence from which the jury could have based its verdict.

Appellant Andrew Marshall has been a licensed residential home builder for 28 years. (R. p. 174, ll. 1-9). He builds and remodels homes identical to the one involved in this lawsuit. (R. p. 174, ll. 16-19). He is responsible for all of the work performed by subcontractors and contractors on Appellants' homes. Mr. Marshall testified that every aspect of the homes he builds or remodels is his responsibility. (R. p. 175, l. 24 – p. 176, l. 1; p. 176, ll. 8-13).

In the course of doing his work, Mr. Marshall supervises the work of roofers, electricians, HVAC installers, plumbers, framers, as well as other specialty license holders. (R. p. 175, ll. 1-23). He is responsible for inspecting their work and making sure that all of these subcontractors do their work correctly, that there are no defects in their work, that their work is structurally sound, and that all work complies with the applicable building codes and regulations. (R. p. 176, ll. 2-18).

Appellant Andrew Marshall testified that he has subbed out the construction of attached decks like the one at Casbel Court. (R. p. 189, ll. 3-24). Like the other work that

he subs out, Mr. Marshall testified that it is his responsibility to make sure that these decks are constructed properly and have structural integrity. (R. p. 180, ll. 20-25). Mr. Marshall testified that he is required to know the structural principles for decks such as the one involved in this action. (R. p. 179, l. 25 – p. 180, l. 3). This includes knowing how much weight a particular deck can handle. (R. p. 180, ll. 4-12). Mr. Marshall testified that he would not have approved construction of a deck like the one involved in this lawsuit because it was not built using good construction principles. (R. p. 189, l. 24 – p. 190, l. 6).

Respondents' expert, Allan Abbatta testified that there were obvious deficiencies with the deck at Casbel Court. There was no flashing. He testified that the lack of flashing on the deck led to wood rot, overtime causing the deck to pull away from the house. (R. p. 368, ll. 4-17; p. 373, ll. 4-25). Mr. Abbatta testified that the lack of flashing on the deck was open and obvious and could have been discovered merely by visual inspection. (R. p. 371, ll. 18-23; p. 372, ll. 1-10).

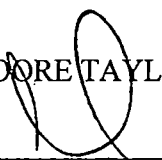
Further, Mr. Abbatta testified that there were other signs of deterioration of the deck which should have put Appellants, particularly Appellant Andrew Marshall, on notice that the deck was deteriorating due to wood rot caused by improper construction methods. The jury heard testimony that prior to the deck collapse, Appellant Marshall had been asked by the Housing Authority to replace "weathered" boards. Mr. Abbatta showed the jury photographs taken of the deck after the collapse depicting decaying or deteriorating wood. (Pl. Exh. 5; pp. 584-589; p. 376, ll. 3-18; p. 376, l. 22 – p. 377, l. 18). He testified that merely looking at the condition of the steps and railing of the deck should have put Appellants on notice that the deck was deteriorating. (Pl. Exh. 11; p. 378, ll. 16-22; p. 380, ll. 17-25).

In addition to the wood rot, Mr. Abbatta testified that the deck was being held up by an inadequate number of posts which were improperly attached to the deck. (R. p. 369, l. 2 – p. 370, l. 20). He testified that in his opinion the insufficient number of fasteners was an obvious building code violation. (R. p. 370, ll. 4-12). This also should have put Appellants on notice that the deck was in a deteriorating condition. (R. p. 380, l. 17- p. 381, l. 10).

Contrary to the argument of Appellants, Respondents presented ample evidence both through the photographs admitted into evidence and in the testimony of their expert, Alan Abbatta that Appellants should have been on notice that the deck was in a deteriorating condition. Appellants chose to ignore these obvious signs of deterioration. It is uncontested that Appellants gave Respondents no warnings regarding the deteriorated and dangerous condition of the deck. Contrary to Appellants' arguments, the jury heard more than ample evidence upon which it could have based an award of negligence against Appellants.

CONCLUSION

For the reasons stated above and in the Brief of Respondents Linda and George Estrada which these Respondents incorporate by reference pursuant to Rule 208(b)(6), SCAR, the Court should affirm the trial court's denial of Appellants' motions for directed verdict and for JNOV.


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STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No. 2016-001178

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SC Court of Appeals

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

v.

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

CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Brief complies with Rule 211(b),
SCACR.



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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

APR 24 2017

SC Court of Appeals

Brian M. Gibbons, Circuit Court Judge

Case No.: 2016-001178

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Carletta Williams, and Cristian Reyes,.....Respondents,

v.

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

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

Case No.: 2016-001178

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FINAL REPLY BRIEF

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REPLY ARGUMENT

I. The duty of care owed to licensee is based upon a reasonable person standard.

As discussed more fully in Appellants' ("Owners") Brief, it is uncontested that Owners did not have actual knowledge of any construction defect, stability issue, safety issue, or any other dangerous condition before the collapse of the deck. [Owners' Br. pp. 6-11 *citing* R. p. 182, line 19-p. 183, line 1; p. 193, lines 5-14; p. 196, line 23-p. 197, line 1; p. 200, line 18-p. 201, line 1; p. 217, lines 13-19; p. 219, line 20-p. 220, line 2; p. 220, lines 13-15; p. 220, line 25-p. 221, line 6; p. 231, lines 8-11, 17-20; p. 250, lines 3-6; p. 273, lines 21-25; p. 283, lines 16-20; p. 283, line 25-p. 284, line 4; p. 297, lines 10-14; p. 309, lines 6-9; p. 324, lines 3-24; p. 347, lines 12-16; p. 358, line 13-p. 359, line 2]. Respondents ("Licensees") do not contest that there is no evidence before the collapse to indicate Owners had actual knowledge of any construction defect, stability issue, safety issue, or any other dangerous condition related to the deck. [Estrada Br. p. 5, stating "Mr. Marshall agreed that *after the collapse* the boards demonstrated wood rot"¹]. Accordingly, the issue before the trial court, and this Court, is whether there was evidence upon which a reasonable jury could determine that Owners should have discovered the

¹ Estradas' Brief also argues Owners "agree that there were 'a substantial amount of problems with the deck.'" [Estrada Br. p. 5]. While correct, the statement is taken out of context. The line of questioning follows:

A. At the time . . . I didn't see any evidence of problems with [the deck].

Q. That wasn't my question. My question is *looking at these photographs now*, . . . would you agree that there were [sic] a substantial amount of problems with this?

A. There possibly was.

Q. No. It's a yes or no answer. Do you agree that there were issues with this deck?

A. There was.

[R. p. 196, line 25-p. 197, line 10] (emphasis added).

concealed and dangerous condition. *Singleton v. Sherer*, 377 S.C. 185, 201, 659 S.E.2d 196, 204–05 (Ct. App. 2008) (citing *Neil v. Byrum*, 288 S.C. 472, 473, 343 S.E.2d 615, 616 (1986)). An owner is under no duty to licensee except “to use reasonable care to warn him . . . of any change in the condition of the premises which may be dangerous to him, and which he may *reasonably* be expected to discover.” *Id.* (emphasis added).

Constructive notice is that which a *reasonable person* should know; and carries a duty of reasonable care. *Staples v. Duell*, 329 S.C. 503, 508, 494 S.E.2d 639, 642 (Ct. App. 1997) (internal citation omitted). “The reasonable person acts sensibly, does things without serious delay, and takes proper but not excessive precautions.” Reasonable Person, BLACK’S LAW DICTIONARY (10th ed. 2014).

There was no evidence at trial, and no arguments before this Court, that a reasonable person would have discovered the concealed, dangerous condition, or complained of condition. Instead, Licensees solely argue that because Mr. Marshall was a licensed residential builder, he should have been able to ascertain from casual observations of the deck that an inspection should have been performed to determine if the deck was properly secured to the house and to determine if the deck was suffering any wood decay leading to an unsafe condition. [Estrada Br. pp. 5, 7-8; Ruff Brief, pp. 6-7, 9, 10 “there were a number of facts which should have put Appellant Andrew Marshall on notice . . . [.]” p. 12-13]. Essentially, Licensees argue that Mr. Marshall should be held to a higher duty of care because he is a licensed residential builder.

The absence of argument that Ms. Marshall had an obligation, or ability, to discover the deck defects (even though she visually inspected the deck and walked upon the deck) further supports the argument that no evidence existed upon which a reasonable

jury could find a reasonable person could have discovered the concealed dangers.

[Estrada Br. p. 6].

It was in error for the trial court to deny Owners' motions for a directed verdict and judgment notwithstanding the verdict because there was no evidence presented that a reasonable person, without any specialized training, would have been able to determine that an inspection of the deck was needed based upon casual, visual observations.

II. There was no evidence upon which a reasonable jury could find Owners liable for failing to warn Licensees of a change in the condition of the property which may be dangerous to them because there is no duty to search out the complained of danger.

"A crucial element in a cause of action for negligence is the existence of a legal duty of care owed by the defendant to the plaintiff. Absent a duty, there is no actionable negligence. The question of negligence is a mixed question of law and fact." *Burnett v. Family Kingdom, Inc.*, 387 S.C. 183, 189, 691 S.E.2d 170, 173 (Ct. App. 2010). "First, the court must resolve, as a matter of law, whether the law recognizes a particular duty. If the court determines there is no duty, the defendant is entitled to a judgment as a matter of law." *Id.*

Duties a landowner owes to a licensee are well established -- "the [landowner] has *no duty to search out and discover dangers or defects* in the land or to otherwise make the premises safe for a licensee." *Singleton*, 377 S.C. at 201, 659 S.E.2d at 204-05 (internal citations omitted). The law was charged to the jury without objection. [R. p. 510, lines 2-22; Estrada Br. pp. 9; Ruff Br. p. 11]. However, none of the Licensees

identify or address this issue which was raised in Owners' Brief. [Br. pp. 23-25; Estrada Br. p. 11-12²; Ruff Br. p. 11³].

Despite the fact that an owner has no duty to a licensee to search out and inspect for dangers or defects, Licensees' briefs are replete with evidence and arguments that Owners breached their duty by failing to have performed inspections to identify the dangers and/or defects:

- Mr. Marshall, being a licensed builder, should have *inspected* . . . and would have realized the deck was deteriorating;
- Such an *inspection* would have revealed the defective condition of the deck;
- A residential builder could "at least, go in the crawl space and look."
- [I]t is "always good for wood decks, to do *inspections*, at least, once a year[;]"

[Estrada Br. pp. 7-8].

Also absent from the Licensees' briefs is discussion concerning the uncontested testimony that discovery of the improper construction, or the water damaged ledger board, would require searching out the conditions.

Licensees' expert, Mr. Abatta, testified, "[t]he only way you could really tell if [the rot on the ledger board] wasn't visible from the outside was by doing some, you, sound testing or poking with a sharp object, which, normally *inspectors* do to determine

² While Licensees correctly cite to the controlling law, the brief strategically omits setting forth that there is no duty to search out and discover dangers or defects as charged to the jury, instead noting that "[t]he trial court gave this instruction to the jury *nearly verbatim* without objection." Licensees set forth the charge given in their counter-statement of facts stating which states ". . . the owner of property has no duty to search out and discovery dangers or defects." [Estrada Br. p. 9].

³ While Licensees cite that no exception to the jury charge was taken, they do not cite to the jury charge itself or the law that there is no duty to search out and discovery dangers or defects.

if you have wood rot or not.” (emphasis added) [R. p. 378, lines 1-11]. To determine if there was wood rot, one would have to go underneath the deck and “tap on that board and hear a sound or you would poke it with something and see if it [sic] soft and punky.” In other words, inspect the ledger board from underneath the deck and hit and/or poke the board with a hammer or some kind of sharp instrument. [R. p. 378, lines 12-17; p. 387, lines 3-17].

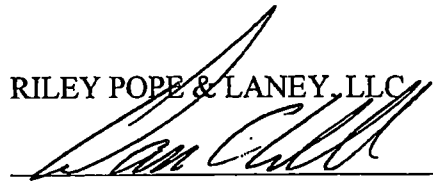
The only evidence presented at trial was that Owners would need to inspect the deck, to include going underneath the deck and conducting a sound test to determine *if* the wood rot was present. Since Owners owe no such duty to Licensees under South Carolina law, the trial court should have granted Owners’ motions for a directed verdict or judgment not withstanding the verdict.

CONCLUSION

For the reasons set forth, Appellants respectfully request a finding that the trial court erred in denying the motions for a directed verdict and JNOV; the evidence did not yield more than one reasonable inference and no reasonable jury could have reached the challenged verdict when applying the facts to the correctly charged law in this case. Appellants request an Opinion reversing the jury verdicts and entering judgments in favor of the Appellants.

SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

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SC Court of Appeals

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v.

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

CERTIFICATE OF COMPLIANCE

This is to certify that Appellants' Final Brief and Final Reply Brief complies
with Rule 211(b), SCACR.

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THE STATE OF SOUTH CAROLINA
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CERTIFICATE OF SERVICE

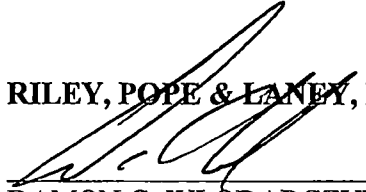
This is to certify that I have this day caused to be served upon the persons named
below copies of **Appellants' Final Brief, Final Reply Brief and Certificate of
Compliance** via United States mail, first-class postage prepaid, to the following:

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April 24, 2017

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The Honorable Jenny Abbott Kitchings
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APR 24 2017
SC Court of Appeals

Re: Linda Estrada, George Estrada, Tyrone Ruff, Khalilah Smith, Carletta Williams, and
Cristian Reyes, Respondents, v. Andrew Marshall and Linda Marshall, Appellants
Case No.: 2016-001178
Our File No.: 5167.00614

Dear Ms. Kitchings:

Please find enclosed for filing the following documents:

- 1) One (1) original unbound and fifteen (15) bound copies of Appellants' Final Brief;
- 2) One (1) original unbound and fifteen (15) bound copies of Appellants' Final Reply Brief;
- 3) One (1) original unbound and fifteen (15) bound copies of the Record on Appeal;
- 4) One (1) original and one (1) copy of the Rule 211(b), SCACR, Certificate of Compliance;
- 5) One (1) original and one (1) copy of proof of service.

Please return one filed copy of each document with my courier. Please do not hesitate to contact me with questions.

Sincerely,



Damon C. Wlodarczyk

DCW/
Enclosures

cc: John S. Nichols, Esquire (w/enclosures)
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**20THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT
BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Linda Estrada, George Estrada, Tyrone Ruff, Khalilah
Smith, Carletta Williams, and Cristian Reyes,
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Appellate Case No. 2016-001178

Appeal From Richland County
Brian M. Gibbons, Circuit Court Judge

Unpublished Opinion No. 2018-UP-242
Submitted May 1, 2018 – Filed June 13, 2018

AFFIRMED

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PER CURIAM: Affirmed pursuant to Rule 220(b), SCACR, and the following authorities: *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 27-28, 602 S.E.2d 772, 782 (2004) ("When reviewing the denial of a motion for directed verdict or JNOV, an appellate court must employ the same standard as the trial court by viewing the evidence and all reasonable inferences in the light most favorable to the nonmoving party."); *id.* at 28, 602 S.E.2d at 782 ("The appellate court will reverse the trial court only where there is no evidence to support the ruling below."); *Sabb v. S.C. State Univ.*, 350 S.C. 416, 427, 567 S.E.2d 231, 236 (2002) ("In ruling on directed verdict or JNOV motions, the trial court is required to view the evidence and the inferences that reasonably can be drawn therefrom in the light most favorable to the party opposing the motions."); *id.* ("The trial court must deny the motions when the evidence yields more than one inference or its inference is in doubt."); *Maybank v. BB&T Corp.*, 416 S.C. 541, 569, 787 S.E.2d 498, 512 (2016) ("In deciding such motions, neither the trial court nor the appellate court has the authority to decide credibility issues or to resolve conflicts in the testimony or the evidence."); *Singleton v. Sherer*, 377 S.C. 185, 198, 659 S.E.2d 196, 203 (Ct. App. 2008) ("A licensee is a person who is privileged to enter or remain upon land by virtue of the possessor's consent."); *Neil v. Byrum*, 288 S.C. 472, 473, 343 S.E.2d 615, 616 (1986) ("A social guest is a licensee." (quoting *Frankel v. Kurtz*, 239 F. Supp. 713, 717 (W.D.S.C. 1965))); *Singleton*, 377 S.C. at 201, 659 S.E.2d at 204 ("Under South Carolina jurisprudence, 'a landowner owes a licensee a duty to use reasonable care to discover the licensee, to conduct activities on the land so as not to harm the licensee, and to warn the licensee of any concealed dangerous conditions or activities.'" (quoting *Landry v. Hilton Head Plantation Prop. Owners Ass'n*, 317 S.C. 200, 203, 452 S.E.2d 619, 621 (Ct. App. 1994))); *Neil*, 288 S.C. at 473, 343 S.E.2d at 616 ("The possessor is under no obligation to exercise care to make the premises safe for [the licensee], and is under no duty toward him except . . . [t]o use reasonable care to warn him of any [concealed dangerous conditions] or activities which are known to the possessor, *or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover.*" (emphasis added) (quoting *Frankel*, 239 F. Supp. at 717)).

AFFIRMED.¹

HUFF, GEATHERS, and MCDONALD, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SOUTH CAROLINA
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

RECEIVED
JUN 27 2018
SC Court of Appeals

Case No.: 2016-001178

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

v.

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

APPELLANTS' PETITION FOR REHEARING

Pursuant to Rule 221(a), SCACR, Appellants (hereinafter "Owners") hereby submit their Petition for Rehearing following this Court's Unpublished Opinion filed June 13, 2018.

STATEMENT OF THE CASE

This appeal involves five (5) separate cases that were consolidated for trial involving claims of negligence against Owners.

All the civil actions relate to the collapse of a wood deck located at a home in Hopkins, South Carolina; the home was owned by Owners and rented to a non-party. Each of the above-identified plaintiffs alleged Owners were negligent in failing to warn about the condition of the deck, failing to inspect the deck, failing to maintain the deck,

and failing to keep the deck in a safe condition. Each of the parties alleged they suffered personal injuries as a direct and proximate result of Owners' negligence and each sought monetary damages.

Owners denied the allegations of negligence and asserted several affirmative defenses.

The case was tried in Richland County before a jury on April 5-7, 2016, which was presided over by the Honorable Brian Gibbons. At the conclusion of the plaintiffs' case in chief, Owners moved for a directed verdict on the grounds that there was no evidence of a breach of a legal duty. At the conclusion of Owners' case in chief, Owners renewed their motion for a directed verdict, which was denied.

The jury returned verdicts finding in favor of five of the six plaintiffs and awarded the monetary damages. Respondents are hereinafter collectively referred to as "Licensees." The trial judge granted the parties ten (10) days to submit post-trial motions.

On April 15, 2016, Owners filed and timely served a Motion for Judgment Notwithstanding the Verdict ("JNOV") for the grounds more fully discussed below. On May 4, 2016, Judge Gibbons filed an Order denying the motion, which was received by Owners on May 10, 2016. On June 3, 2016, Owners filed and served their Notice of Appeal.

Following a complete briefing on the issues, the case was submitted for consideration without oral arguments for the May 2018 term. On June 13, 2018, a per curium Unpublished Opinion affirming the trial court decisions was filed. Owners now file their Petition for Rehearing within fifteen (15) days from the date of the filed Opinion as provided by Rule 221(a), SCACR.

POINTS OVERLOOKED OR MISAPPREHENDED

At the end of Plaintiffs' case, Owners moved for a directed verdict, which was denied. At the conclusion of the case, Owners again moved for a directed verdict on the same grounds, which was denied. [R. p. 398, line 24-p. 409, line 9; p. 432, lines 20-23]. In evaluating both directed verdict motions as well as in charging the jury, the trial court set forth the following law in this case:

The [owner or possessor of land] is under no obligation to exercise care to make the premises safe for his reception, and is under no duty toward him except:

- (a) To use reasonable care to discover him and avoid injury to him in carrying on activities upon the land.
- (b) To use reasonable care to warn him of any *concealed dangerous conditions* or activities which are known to the possessor, or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover.

Singleton v. Sherer, 377 S.C. 185, 201, 659 S.E.2d 196, 204-05 (Ct. App. 2008) citing *Neil v. Byrum*, 288 S.C. 472, 473, 343 S.E.2d 615, 616 (1986) (emphasis in original). However, "the [landowner] has *no duty to search out and discover dangers or defects* in the land or to otherwise make the premises safe for a licensee." *Id.* (internal citations omitted) (emphasis added). [R. p. 403, line 14-p. 404, line 12; p. 510, lines 2-22].

While this Court cited to both *Singleton* and *Neil* as to the legal duties owed by an owner to a licensee, the Opinion completely omitted any reference to the provision set forth in both cases that a landowner has *no duty to search out and discover dangers or defects* in the land or to otherwise make the premises safe for a licensee.

It is undisputed that there were no issues or concerns with the stability of the deck at any time prior to its collapse. [R. p. 182, line 19-p. 183, line 1; p. 200, line 18-p. 201, line 1; p. 217, lines 13-19; p. 219, line 20-p. 220, line 2; p. 220, lines 13-15; p. 220, line

25-p. 221, line 6; p. 231, lines 8-11, 17-20; p. 250, lines 3-6; p. 273, lines 21-25; p. 283, lines 16-20; p. 283, line 25-p. 284, line 4; p. 297, lines 10-14; p. 309, lines 6-9; p. 324, lines 3-24; p. 347, lines 12-16; p. 358, line 13-p. 359, line 2].

It is undisputed that the condition Licensees allege resulted in the deck collapse was not visible from the top, sides, front, or underneath the deck, and it would not be discoverable by walking on the deck in light of the undisputed evidence discussed above. Specifically, Licensees' expert testified that (1) the rot was concealed from view, (2) a layperson, or a person with a builder's license, standing on the deck or merely walking by, the person would not see any rot or decay on the ledger board, (3) even if someone were to crawl underneath the deck to the ledger board's location at the face of the house, the person would still not be able to see wood decay on the ledger board, and (4) if either a layperson or a licensed builder were walking on the deck and there was no lateral movement, giving, shacking, wiggling, or any other problem until the time the deck fell, there would be no basis to think that the deck was dangerous. [R. p. 386, lines 10-15; p. 388, lines 3-7; p. 386, lines 16-20; p. 386, line 21-p. 387, line 2; p. 388, lines 3-7; p. 393, line 22-p. 394, line 17]. The facts were confirmed by Owners' expert. [R. p. 425, line 23-p. 426, line 12].

It is undisputed that the only way to discover the condition complained of ". . . was by doing some, you, [sic] sound testing or poking with a sharp object, which, normally *inspectors* do to determine if you have wood rot or not." (emphasis added) [R. p. 378, lines 1-11]. To determine if there was wood rot, one would have to go underneath the deck to the ledger board and hit the wood with a hammer or some kind of sharp instrument. [R. p. 378, lines 12-17].

Finally, Licensees arguments to both the trial court and jury was that Owners failed to maintain *and inspect the deck and had an inspection been performed*, the rot would have been discovered and repairs should have been made. [R. p. 406, line 25-p. 407, line 4; p. 448, lines 5-11; p. 451, lines 10-14; p. 462, lines 6-7].

ARGUMENTS

I. THE OPINION FAILED TO SET FORTH THE COMPLETE LAW.

The Court correctly set forth that an owner owes a licensee a duty to use reasonable care to discover him and avoid injury to him in carrying on activities upon the land, and to use reasonable care to warn him of any concealed dangerous conditions or activities which are known to the possessor, or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover. *See Singleton*, 377 S.C. at 201, 659 S.E.2d at 204–05; *Neil*, 288 S.C. at 473, 343 S.E.2d at 616.

However, the Court overlooked the additional law set forth in the cases cited in the Opinion that “the [landowner] has no duty to *search out and discover dangers or defects* in the land or to otherwise make the premises safe for a licensee.” *Id.* (internal citations omitted) (emphasis added). Accordingly, the law cited is incomplete.

II. THE OPINION OVERLOOKED THE UNCONTESTED TESTIMONY THAT THE CONDITION COMPLAINED OF COULD NOT BE DISCOVERED ABSENT SEARCHING IT OUT AND DISCOVERING IT THROUGH AN INSPECTION FOR WHICH THERE IS NO LEGAL DUTY.

As discussed above, Licensees’ theory of liability rests solely on the argument that Owners had a duty to search out and inspect the deck to discover concealed dangers and to repair those dangers. It is uncontested that the condition complained of was concealed from view, there were no indicators or warnings that the deck was dangerous,

and the only way to have discovered the condition was to go underneath the deck and not only inspect the deck but perform tests on the deck.

This Court has previously determined that a landowner has no duty to search out and discover dangers or defects in the land or to otherwise make the premises safe for a licensee, notwithstanding an owner's duty to warn of a change in condition which may be dangerous and which the owner may reasonably be expected to discover. *Singleton*, 377 S.C. at 201, 659 S.E.2d at 204–05; *Neil*, 288 S.C. at 473, 343 S.E.2d at 616. This has been the law for the past thirty-seven years.

The Court has overlooked or misapprehended the undisputed facts that Owners would need to seek out and discovery the condition complained of. It was therefore clear error to submit the matter to the jury for consideration. Therefore, the Court erred in affirming the denial of the motions for a directed verdict and judgment notwithstanding the verdict.

CONCLUSION

For the reasons set forth, Appellants respectfully request the Court grant the Petition for Rehearing, withdraw the current Opinion, and issue a new Opinion finding the trial court erred in not granting the Motions for Directed and Judgment Not Withstanding the Verdict, and entering judgments in favor of the Appellants.

SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE

RILEY POPE & LANEY, LLC

A handwritten signature in black ink, appearing to read "Damon C. Wlodarczyk", is written over a horizontal line.

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Attorney for Appellants

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June 27, 2018

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

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Carletta Williams, and Cristian Reyes,.....Respondents,

v.

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

CERTIFICATE OF SERVICE

This is to certify that I have this day caused to be served upon the persons named
below copies of **Appellants' Petition for Rehearing** via United States mail, first-class
postage prepaid, to the following:

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June 27, 2018

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June 27, 2018

HAND DELIVERED

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

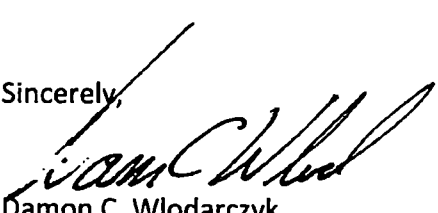
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SC Court of Appeals

Re: Linda Estrada, George Estrada, Tyrone Ruff, Khalilah Smith, Carletta Williams, and Cristian Reyes, Respondents, v. Andrew Marshall and Linda Marshall, Appellants
Case No.: 2016-001178
Our File No.: 5167.00614

Dear Ms. Kitchings:

Please find enclosed for filing an original and seven (7) copies of Appellants' Petition for Rehearing along with an original and one (1) copy of proof of service. Please return one (1) filed copy of each to me with my courier. Also enclosed is my firm's check in the amount of \$25.00 to cover the filing fee. Please do not hesitate to contact me with questions.

Sincerely,


Damon C. Wlodarczyk

DCW/

Enclosures

cc: Blake A. Hewitt, Esquire (w/enclosures)
Gerald E. Reardon, Esquire (w/enclosures)
R. Nichols Riley, Jr., Esquire (w/enclosures)
Todd Ellis, Esquire (w/enclosures)



The South Carolina Court of Appeals

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

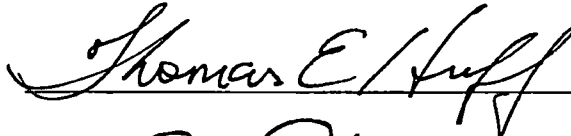
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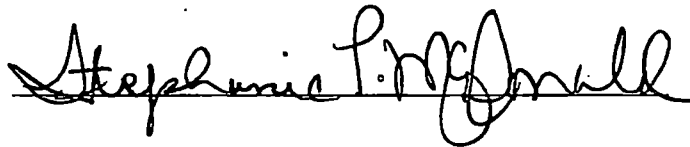
Appellate Case No. 2016-001178

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

 J.

 J.

 J.

Columbia, South Carolina

cc: T. Lowndes Pope, Esquire
Damon Christian Włodarczyk, Esquire
Gerald Eugene Reardon, Esquire
Ralph Nichols Riley, Jr., Esquire

FILED

Aug. 16, 2018

Stanley Lamont Myers, Sr., Esquire
Todd Raymond Ellis, Esquire
John Calvin Bradley, Jr., Esquire
Blake A. Hewitt, Esquire
The Honorable Brian M. Gibbons