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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY
In the Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Appellate Case No. 2020-000249

Government Employees Insurance Company,.....Respondent,

v.

Barbara P. Jackson, as Personal Representative
for the Estate of Vincent A. Jackson,.....Appellant.

**RECORD ON APPEAL
VOLUME I**

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INDEX

Order Denying Defendant's Motion to Dismiss and Directing Trial by Jury – dated June 21, 2017.....	R-5
Order Denying Defendant's Motion for Judgment Notwithstanding the Verdict or, in the Alternative, a New Trial – dated January 17, 2020	R-9
Form 4 Statement of Judgment – dated May 31, 2019	R-13
Rulings of Judge McFaddin on Motions <i>in Limine</i> and Trial and Jury Instructions – dated May 28, 2019.....	R-16
Jury Verdict Form – dated May 30, 2019	R-18
Summons and Complaint – dated August 12, 2016.....	R-19
Answer and Counterclaim – dated January 20, 2017	R-53
Notice of Motion and Motion to Dismiss – dated January 20, 2017	R-81
Motion <i>in Limine</i> to Exclude Testimony of Ronald O'Neal Pitner – dated May 23, 2019	R-105
Memorandum in Support of Motion <i>in Limine</i> to Exclude Testimony of Ronald O'Neal Pitner – dated May 23, 2019	R-106
Defendant's Motion <i>in Limine</i> to Exclude from Evidence Federal Employment Records – dated May 24, 2019	R-204
Jackson Estate's Memorandum in Opposition to GEICO's Motion <i>in Limine</i> to Exclude Testimony of Ronald O'Neal Pitner – dated May 27, 2019	R-214
Pretrial Brief of Jackson Estate – dated May 27, 2019.....	R-226
Jackson Estate's Notice of Motion and Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for New Trial – dated June 9, 2019.....	R-270
Jackson Estate's Memorandum in Support of Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for New Trial – dated December 9, 2019	R-277
GEICO's Proposed Order Denying Defendant's Motion for Judgment Notwithstanding the Verdict or, in the Alternative, a New Trial – dated December 20, 2019	R-328
Notice of Appeal – date February 14, 2020.....	R-331
Trial Transcript – dated May 28, 2020	R-347

Trial Transcript – dated May 29, 2020	R-404
Witness Barbara Jackson	
Direct Examination by Mr. Willoughby	R-421
Cross Examination by Mr. Murphy	R-450
Redirect Examination by Mr. Willoughby.....	R-463
Witness Therel Anthony Jackson	
Direct Examination by Mr. Willoughby	R-481
Cross Examination by Mr. Murphy	R-509
Redirect Examination by Mr. Willoughby.....	R-519
Recross Examination by Mr. Murphy.....	R-521
Witness Ernestine Baxter	
Direct Examination by Mr. Murphy	R-527
Cross Examination by Mr. Willoughby	R-531
Redirect Examination by Mr. Murphy.....	R-538
Recross Examination by Mr. Willoughby	R-540
Witness Jessica Wilson	
Direct Examination by Mr. Willoughby	R-542
Cross Examination by Mr. Murphy	R-566
Redirect Examination by Mr. Willoughby.....	R-575
Recross Examination by Mr. Murphy.....	R-578
Redirect Examination by Mr. Willoughby.....	R-579
Witness Ronald Pitner	
Direct Examination by Mr. Willoughby	R-581
Cross Examination by Mr. Murphy	R-632
Redirect Examination by Mr. Willoughby.....	R-635
Trial Transcript – dated May 30, 2019	R-641
Witness Marilyn Wilson	
Direct Examination by Mr. Willoughby	R-644
Cross Examination by Mr. Murphy	R-652
Redirect Examination by Mr. Willoughby.....	R-656
Recross Examination by Mr. Murphy.....	R-658
Witness Lucius Harvin Bullock	
Direct Examination by Mr. Smith.....	R-669
Cross Examination by Mr. Willoughby	R-677
Witness Beth Alford	
Direct Examination by Mr. Murphy	R-688
Cross Examination by Mr. Willoughby	R-695

Witness Patricia Grant Jefferson	
Direct Examination by Mr. Smith.....	R-704
Cross Examination by Mr. Willoughby	R-713
Redirect Examination by Mr. Smith	R-719
Recross Examination by Mr. Willoughby	R-720
Witness Shirlene Skipper	
Direct Examination by Mr. Smith.....	R-723
Cross Examination by Mr. Willoughby	R-727
Post-trial Hearing Transcript – dated December 9, 2019	R-792
Deposition of Ronald O’Neal Pitner – dated August 23, 2019.....	R-812
Jackson Estate’s Proposed Jury Instructions – dated May 27, 2019.....	R-939
Jury Charges – dated May 30, 2019.....	R-953
Court Exhibit 1 ¹	R-964
Court Exhibit 2 ²	R-966
GEICO Trial Exhibit 1	R-969
GEICO Trial Exhibit 2.....	R-970
GEICO Trial Exhibit 3.....	R-972
GEICO Trial Exhibit 4.....	R-974
GEICO Trial Exhibit 6.....	R-976
GEICO Trial Exhibit 7.....	R-983
GEICO Trial Exhibit 8.....	R-984
GEICO Trial Exhibit 11.....	R-986
GEICO Trial Exhibit 12.....	R-989
GEICO Trial Exhibit 13.....	R-992

¹ Appellant had pre-marked this exhibit as Jackson Exhibit 1, but it was admitted as Court Exhibit 1 without being remarked. **(R. p. 523, line 22-p. 525, line 16.)**

² Appellant had pre-marked this exhibit as Jackson Exhibit 2, but it was admitted as Court Exhibit 2 without being remarked. **(R. p. 523, line 22-p. 525, line 16.)**

GEICO Trial Exhibit 15.....	R-993
GEICO Trial Exhibit 16.....	R-1000
GEICO Trial Exhibit 17.....	R-1008
GEICO Trial Exhibit 18.....	R-1009
GEICO Trial Exhibit 19.....	R-1011
Jackson Trial Exhibit 5	R-1013
Jackson Trial Exhibit 6	R-1015
Certificate of Counsel	R-1017

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2016-CP-43-01521

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendants,

**ORDER DENYING DEFENDANT'S
MOTION TO DISMISS
AND
DIRECTING TRIAL BY JURY**

This matter came before the Court for a hearing on the Defendant's Motion to Dismiss on March 30, 2017. Present at the hearing were Wesley Sawyer of Murphy & Grantland, P.A. representing Plaintiff and Mitchell Willoughby and Andrew D'Antoni of Willoughby & Hoefer, P.A., and Calvin Hastie of the Hastie Law Firm representing Defendant.

This case is a declaratory judgment action that is aimed at determining how much underinsured motorist ("UIM") coverage is to be paid to the Estate of Vincent Jackson (the "Estate"). Mr. Jackson died in an automobile accident while driving his father's car. The car was insured by Plaintiff Government Employees Insurance Company ("GEICO") and GEICO has already paid the Estate \$100,000.00 of the UIM coverage that the Estate claims it is owed¹. Pursuant to the Stipulation and Agreement² executed by the parties in October 2016, this declaratory judgment action is for the purpose of determining whether GEICO owes \$400,000.00 of additional UIM coverage benefits to the Estate. In order to resolve the dispute between the parties and determine GEICO's obligation to pay, or not to pay, additional UIM coverage benefits

¹ GEICO contends that it has already paid all UIM benefits that it owes the Estate and therein lies the dispute.

² The Stipulation and Agreement was executed by GEICO and the Estate and dated October 31, 2016, and was presented to the Court in Civil Action Nos. 2014-CP-43-2399 and 2014-CP-43-2400 ("Tort Cases") and was approved by Order of the Court, also dated October 31, 2016.

of \$400,000.00, there remains a single issue to be decided in this litigation and that is whether Vincent Jackson was a resident of his parents' household at the time of his death. According to the terms of the Stipulation and Agreement, if such a finding is made in this case, GEICO is obligated to pay the Estate \$400,000.00 in additional coverage benefits that represent the available UIM policy limits after they are "stacked" based on the four (4) uninvolved vehicles insured by the GEICO policy.

The Defendant moved to dismiss this declaratory judgment action and asserted that the decision about Mr. Jackson's residency should be made by a jury in one of the Tort Cases that was filed by the Estate for the purpose of establishing the liability of the defendants in those cases and the damages owed to the Estate, if any, by those Defendants. Those cases, however, were previously stayed by this Court.³ GEICO, on the other hand, argued that the Tort Cases were not the proper place for deciding the residency issue. According to GEICO the residency issue is wholly separate from the issues that would have been decided in the Tort Cases but for the settlement agreement between the parties.

After carefully considering the pleadings in this case, the Estate's motion to dismiss which incorporated therein the Stipulation and Agreement executed by GEICO and the Estate and dated October 31, 2016 and the Court's Order Approving Settlement also dated October 31, 2016, the arguments of counsel, and the applicable law, the Court finds that the Motion to Dismiss is DENIED. However, the Court further finds that by agreement and previous Court order there is only one issue remaining to be decided in this case and that issue is: whether Mr. Jackson was a resident of his parents', Tharel Jackson's and Barbara Jackson's, home at 9 Brown Street, Sumter, South Carolina at the time of his death of January 17, 2014. *See* (Stipulation and Agreement ¶¶ 5

³ See Order Denying GEICO's Motion for Summary Judgment and Staying These Cases, dated March 27, 2017, Civil Action Nos. 2014-CP-34-2399 and 2014-CP-34-2400.

and 7). Thus, to the extent GEICO's complaint in this matter raises insurance coverage issues or any issue other than the single issue of Mr. Jackson's residency, such issues have been mooted or resolved by the parties' agreement. What does remain to be resolved, and the only matter before this Court in this case, is the purely factual question of whether Mr. Jackson was a resident of his parents' home at the time of his death, the determination of which will decide whether or not GEICO is obligated to pay additional UIM coverage benefits of \$400,000.00 to the Estate.

Additionally, Defendant raised the question of whether this case should be resolved by the Court or by a jury. GEICO objected to the Court making this decision at this time because, it asserts, that issue was not raised in the Defendant's Motion to Dismiss. GEICO contended that it did not have the requisite ten days to consider that issue before a hearing would be appropriate. Since the Court has denied the Estate's motion to dismiss this case, it nonetheless concludes that GEICO is on notice of the jury trial issue, is on notice of the clear mandate of S.C. Code Ann. § 15-53-90, and cannot reasonably dispute that the residency question involves the determination of a purely factual question. Therefore, to provide the parties with a clear procedural pathway for resolution of this case, the Court rules that the residency question shall be decided by a jury.

IT IS SO ORDERED.

The Hon. R. Ferrell Cothran, Jr.
Third Judicial Circuit

DATE: _____



Sumter Common Pleas

Case Caption: Government Employees Insurance Company VS Barbara Jackson ,
defendant, et al
Case Number: 2016CP4301521
Type: Order/Other

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2016-CP-43-01521

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

**ORDER DENYING DEFENDANT'S
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT
OR, IN THE ALTERNATIVE, A NEW
TRIAL**

This matter comes before the Court on Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial. This Court has thoroughly reviewed the arguments Defendant raised in her directed verdict motion at trial and renewed in her present JNOV motion. For the reasons set forth herein and those reasons set forth in the record at trial when these issues were originally raised, the Court denies Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial.

I. STANDARD OF REVIEW

A motion for judgment notwithstanding the verdict is merely a renewal of the directed verdict motion. *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 331, 732 S.E.2d 166, 171 (2012). "[O]nly the grounds raised in the directed verdict motion may properly be reasserted in a JNOV motion." *Id.* at 331, 732 S.E.2d at 170–71. In determining a motion for judgment notwithstanding the verdict, the Court views the evidence and all reasonable inferences in a light most favorable to the non-moving party. *Wright v. Craft*, 372 S.C. 1, 18, 640 S.E.2d 486, 495–96 (Ct. App. 2006). When considering JNOV motions, this Court does not have authority to decide credibility issues or to resolve conflicts in the testimony or evidence. *Id.*

JNOV motions must be denied where either the evidence yields more than one inference or its inference is in doubt. *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006); *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 418 (Ct. App. 2000). A motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict. *Crossley v. State Farm Mut. Auto. Ins. Co.*, 307 S.C. 354, 415 S.E.2d 393 (1992). The jury's verdict will not be overturned if any evidence exists that sustains the factual findings implicit in its decision. *Welch*, 342 S.C. at 300, 536 S.E.2d at 419.

II. ANALYSIS

The sole question presented in this case was whether Vincent Jackson was a resident of the home of his parents, Barbara and Therel Jackson, at the time of his death. The jury returned a verdict for the Plaintiff finding that Vincent A. Jackson was not a resident of the home of his parents at the time of his death on January 17, 2014. There was some evidence to sustain the factual finding that is the jury's decision, including, but not limited to, undisputed evidence that: (1) Vincent Jackson was leasing a separate apartment at the time of his death; (2) Vincent Jackson listed this apartment address as his address on several documents he completed or signed prior to his death (personal auto policy application, employment records, healthcare enrollment forms, license/DMV records, income tax returns, etc.); and (3) Vincent Jackson paid for utilities at the apartment.

In addition, a detention center record from three days prior to Vincent Jackson's death showed that he was arrested at the apartment in the early morning hours. The Court must view the evidence and all reasonable inferences in a light most favorable to Plaintiff. In so doing, this is some additional evidence that Jackson resided at the apartment. The arrest from the apartment was made at a time of day when only residents would be expected to be present. All this evidence was

before the court when it denied the Defendant's directed verdict motion at trial. Therefore, the case was properly presented to the jury for a factual determination as to whether Vincent Jackson resided at his parents' residence at the time of his death. Moreover, the jury's verdict cannot be overturned as some evidence exists that sustains the factual findings implicit in its decision.

In addition, the Court declines to grant Defendant a new trial under the thirteenth juror doctrine. The Court does not find the verdict to be unsupported by the evidence.

III. CONCLUSION

IT IS THEREFORE ORDERED that Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial be DENIED.

IT IS SO ORDERED.

The Honorable George M. McFaddin, Jr.
Presiding Judge

December __, 2019
Sumter, South Carolina



Sumter Common Pleas

Case Caption: Government Employees Insurance Company VS Barbara Jackson ,
defendant, et al
Case Number: 2016CP4301521
Type: Order/Other

So Ordered

S/George M. McFaddin, Jr., #2759

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Sumter
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP4301521

Government Employees Insurance Company
 PLAINTIFF(S)

Barbara Jackson et al
 DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Jury Verdict found for the plaintiff as follows: Vincent A. Jackson was not a resident of the home of his parents at the time of his death on January 17, 2014.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/31/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2019 May 31 10:10 AM - SUMTER - COMMON PLEAS - CASE#2016CP4301521

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Sumter Common Pleas

Case Caption: Government Employees Insurance Company VS Barbara Jackson ,
defendant, et al
Case Number: 2016CP4301521
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2019-05-31 09:49:15 page 3 of 3



State of South Carolina
Circuit Court Judge, At-Large, Seat 1

GEORGE M. MCFADDIN, Jr.
JUDGE

215 N. HARVIN STREET
SUMTER, SOUTH CAROLINA 29150

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Andrea M. Morris
Administrative Assistant

DATE: May 28, 2019

TO: Mitchell Willoughby, Esq.
Elizabeth Ann Zeck, Esq.
Calvin K. Hastie, Sr., Esq.
J. R. Murphy, Esq.
G. Murrell Smith, Jr., Esq.

FROM: George M. McFaddin, Jr.

RE: GEICO v. BARBARA P. JACKSON
2019 CP-26-0928
RULING ON MOTION TO MODIFY

I have considered the motions and thank you for your patience. I offer the following rulings in perhaps random order. However, I wish to preface the rulings by stating that I am guided by Judge Ferrell Cothran's order of June 21, 2017 wherein he states, on page 3, "...the court further finds that by agreement and previous court order there is only one issue remaining to be decided in this case and that issue is: whether Mr. Jackson was a resident of his parents'...home at 9 Brown Street, Sumter, South Carolina at the time of his death of January 17, 2014." Thusly, it is that precise issue, and indeed a precise issue, that I use as an aid in addressing the motions.

DEFENDANT'S MOTION TO EXCLUDE EVIDENCE OF FEDERAL EMPLOYMENT DOCUMENTS: I respectfully deny this motion. The documents will be offered, as I see it, to show that the deceased provided the address where he was living when he died and before his death. While I appreciate the well stated arguments related to perjury, the items are offered for the reason stated above. And, presumably Mr. Jackson told the truth or stated the truth on the form. Again the issue is residence here. I further adopt the position of Mr. Murphy offered at the hearing.

DEFENDANT'S MOTION TO EXCLUDE DEATH CERTIFICAGTE AND CORONER'S TESITMONY: I respectfully deny this motion. For the sake of time here, I adopt the reasons and arguments offered by Mr. Smith at the hearing.

DEFENDANT'S MOTION TO EXCLUDE THE ARREST AND BOOKING REPORT OF MR. JACKSON: I am at my home as I work on these rulings. Simply too hot at courthouse. I will issue this ruling tomorrow before the trial. I want to look at the case law. I will say, though, that I am leaning toward exclusion here. But, I have not ruled yet.

PLAINTIFF'S MOTION TO EXCLUDE TESTIMONY OF DR. PITNER: I grant this motion. The issue is residence and I simply do not see where this testimony is needed by the jury. I adopt the arguments of Mr. Murphy.

RULINGS REGARDING TRIAL AND JURY INSTRUCTIONS: At the end of the hearing today topics regarding the trial and charges were mentioned. I address those as I recall them. First, and again making reference to the prior order that clearly stated the sole and single issue, there will be no mention of money or limits or the use of insurance policies at trial or as charges.

If I missed a ruling please pardon me and tell me. As I said so many times in my prior life in family court and now after two years in circuit court, the most distasteful part of my job is issuing rulings against or not in favor shall I say of lawyers who work so hard representing their clients. Thusly, I offer these rulings above against that sentiment.

I will see you tomorrow. Thank you for your patience and most of all your civility.

/gmmjr

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

Government Employees Insurance Company,

Plaintiff,

vs.

C/A No. 2016-CP-43-01521

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

JURY VERDICT FORM

Based upon our consideration of all the testimony and other evidence presented at trial, we,
the Jury, find as follows:

Vincent A. Jackson was a resident of the home of his parents, Barbara and
Therel Jackson, at 9 Brown Street in Sumter, South Carolina at the time of his
death on January 17, 2014.

Yes: _____

No: X

Gerry E. Sumrell
FOREPERSON of the Jury

Sumter, South Carolina

Date: 5/30/19

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO:

Government Employees Insurance
Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendants,

SUMMONS

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint upon the subscribers at 4406-B Forest Drive, Post Office Box 6648, Columbia, South Carolina 29260 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff(s) will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

This the 12th day of August, 2016, in Columbia, South Carolina.

MURPHY & GRANTLAND, P.A.

s/Adam J. Neil, Esquire
John M. Grantland, Esquire
Adam J. Neil, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Attorneys for Plaintiff

Columbia, South Carolina
August 12, 2016

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO:

Government Employees Insurance
Company,

Plaintiff,

vs.

COMPLAINT

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendants,

Plaintiff, Government Employees Insurance Company (hereinafter “GEICO”) seeks declaratory relief to determine the rights of the parties, and alleges and shows as follows:

JURISDICTION & VENUE

1. GEICO is an insurance company organized and existing under the laws of the State of Maryland with its principal place of business in the State of Maryland.

2. Upon information and belief, the Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson is a citizen and resident of Sumter County, South Carolina.

3. This matter is brought pursuant to Rule 57 of the South Carolina Rules of Civil Procedure and pursuant to the Uniform Declaratory Judgment Act, South Carolina Code Ann. §§ 15-53-10 through 15-53-140; there is a real or justiciable controversy between the parties, and by these proceedings Plaintiff asks this court to inquire into and declare the rights and obligations of the parties hereto arising out of the facts set forth below.

4. Venue is proper in Sumter County.

THE GEICO POLICY

5. GEICO issued a policy of insurance to Therel A. Jackson and Barbara Jackson, identified by Policy Number 4007-84-23-07, providing automobile liability insurance that was in effect at all the relevant times herein (hereinafter “The Policy”). The policy provided liability coverage with limits of \$100,000 per person and \$300,000 per occurrence for bodily injuries, and \$50,000 per accident for property damage. The policy provided the same per accident/per occurrence limits for underinsured motorist (“UIM”) coverage. At the time of the automobile accident at issue in this matter The Policy provided liability insurance coverage for five vehicles. A copy of The Policy is attached hereto as Exhibit 1.

6. The Policy identified Therel A. Jackson and Barbara Jackson as “Named Insured.” It included Tyrell D. Jackson as an “Additional Driver.” Vincent Jackson is identified neither as a “named insured” nor an “additional driver.”

7. The Policy provides UIM coverage by way of an endorsement entitled “Automobile Policy Amendment – PROTECTION AGAINST UNDERINSURED MOTORIST COVERAGE AMENDMENT SOUTH CAROLINA” (hereinafter “UIM Endorsement”).

8. The UIM Endorsement contains the following pertinent provisions:

DEFINITIONS

The following definitions apply to this amendment:

1. **“Insured”** means:

- a) **you**
- b) **your relatives** who reside in **your** household;
- c) any person using an **insured motor vehicle** with **your** permission;
- d) any person **occupying** an **insured motor vehicle** with **your** permission;

e) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an **insured** under a), b), c), d) or e) above.

If there is more than one **insured**, our limits of liability will not be increased.

2. "**Insured motor vehicle**" is a **motor vehicle** described in the policy and to which the liability coverage of the policy applies.

* * *

5. "**Underinsured motor vehicle**" means a motor vehicle on which there is bodily injury liability insurance or a bond applicable at the time of the accident in an amount of at least the minimum required by law, but the amount of the insurance or bond:
 - a) is less than the amount of the **insured's** damages; or

* * *

CONDITIONS

* * *

5. LIMIT OF LIABILITY

The limit of liability as shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. **Motor vehicles** or premiums shown in the Declarations; or
4. **Motor vehicles** involved in the accident.

In addition to this limit, we will make an additional amount available to **you** or **your relative** if such person sustains **bodily injury** or **property damage** in an accident involving the **insured motor vehicle**. The additional amount is equal to the sum of that part of the limit on each additional **insured motor vehicle** shown in the Declarations....

9. The Policy also contains a definition of the term "relative." According to the policy, "**Relative**" means a person related to **you** who resides in your household."

FACTS

10. On or about January 17, 2014, Barbara Jackson's son, Vincent Jackson, was operating a 2002 Suzuki automobile which was listed on The Policy on Highway 15 near Sumter, South Carolina when he was involved in a collision with a police patrol car operated by Bishopville police officer Roniea Conyers. As a result of the above-referenced accident, Vincent Jackson sustained injuries and ultimately died.

11. At the time of the January 17, 2014 accident, Vincent Jackson was driving the 2002 Suzuki with his mother Barbara's permission. However, upon information and belief, Vincent Jackson was not a resident of the household of Barbara and Theres Jackson at the time of the accident.

12. At the time of the January 17, 2014 accident, Vincent Jackson did not regularly reside with his mother and father at the address listed on the insurance policy: 9 Brown Street, Sumter, South Carolina.

13. Instead, upon information and belief, at the time of the accident and at all other times relevant to this insurance coverage dispute, Vincent Jackson resided at 251 Rast Street, Apartment E7, Sumter, South Carolina.

14. Vincent Jackson was the lessee and signatory to a lease on the apartment E7 located at 251 Rast Street, Sumter, South Carolina and had been since at least July 2013. Moreover, he used that address on his driver's license; he paid for utilities at that address; he used that address on his bank account; he used that address for his own automobile insurance policy; and he used that address as recently as ten days prior to his death when he was arrested and charged with "public disorderly conduct."

FOR A FIRST DECLARATION

15. Plaintiff repeats and re-alleges Paragraphs 1 through 13 as if set forth fully verbatim below.

16. The policy provides UIM coverage for the policyholder, “relatives” of the policyholder, and permissive users of an “insured motor vehicle.”

17. At the time of the accident, Vincent Jackson was not listed as the named insured or an additional driver on The Policy declarations page.

18. At the time of the accident, Vincent Jackson did not qualify as a “relative” of the household of Therel and Barbara Jackson because he did not regularly reside in their household.

19. Upon information and belief, at the time of the accident, Vincent Jackson did have permission from Barbara Jackson to operate the vehicle.

20. Because Vincent Jackson was a permitted user, but not a resident of the household of Therel and Barbara Jackson, he is a “Class II” insured under the applicable laws of the state of South Carolina.

21. Therefore, GEICO is entitled to a declaration that the above referenced policy provides a maximum of \$100,000.00 in UIM coverage for the claims asserted by the Estate of Vincent Jackson arising out of the above-referenced accident because, as a Class II insured, he is not entitled to “stack” UIM benefits according to the law of this state or under the terms of The Policy.

WHEREFORE, GEICO requests that this honorable Court inquire into these matters and declare that The Policy provides a maximum amount of UIM coverage for the Defendant of \$100,000.00 for any claims and damages of the Defendant Estate.

GEICO further prays for the costs and disbursements incurred in this declaratory judgment action and for any such other and further relief as the court may deem just and proper.

MURPHY & GRANTLAND, P.A.

s/Adam J. Neil, Esquire
John M. Grantland, Esquire
Adam J. Neil, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Attorneys for Plaintiff

Columbia, South Carolina
August 12, 2016

A F F I D A V I T

I, L. A. Pettigrew, Claims Coverage Underwriter of Government Employees Insurance Company, a corporation organized and existing under the laws of the state of Maryland, do hereby certify that the attached Policy Declaration sheet was printed from records retained in our computer data files. The specimen amendments, endorsements, and policy contract are standard forms with information particular to this policy. Attached is a copy of policy contract number 4007-84-23-07 in the name of THEREL A JACKSON AND BARBARA JACKSON for Endorsement effective 01-16-14, issued on 01-16-14 and in effect on 01-17-14.


L. A. Pettigrew
Claims Coverage Underwriter

August 12TH , 2014





Tel: 1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Center
Macon, GA 31205-0001

Date issued: January 16, 2014

THEREL A JACKSON AND BARBARA
JACKSON
9 BROWN ST
SUMTER SC 29150-3605

Email Address: jacksonb1002@yahoo.com

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4007-84-23-07

Coverage Period:

11-08-13 through 05-08-14

12:01 a.m. local time at the address of the named insured.

Endorsement Effective: 01-16-14

Named Insured

Therel A Jackson
Barbara Jackson

Additional Driver

Tyrell D Jackson

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 1998 Nissan Pkp/XE/SE	1N6SD18S8TC363D92	Sumter SC 29150	
2 1999 Ford Explorer	1FMZU32E1XZC12543	Sumter SC 29150	
3 2003 Dodge Ram PU1500	1D7HA18D33J574173	Sumter SC 29150	
4 2002 Suzuki Aerie S/GS	JS2RA41S925105935	Sumter SC 29150	
5 1987 BMW 528E	WBADK7301H9854886	Sumter SC 29150	

Coverages*

	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>	<u>Vehicle 4</u>
Bodily Injury Liability					
Each Person/Each Occurrence	\$100,000/\$300,000	\$76.30	\$294.30	\$76.30	\$55.90
Property Damage Liability	\$50,000	\$48.80	\$180.40	\$48.80	\$34.30
Uninsured Motorists Bodily Injury					
Each Person/Each Occurrence	\$100,000/\$300,000	\$22.00	\$30.30	\$30.30	\$30.30
Property Damage	\$50,000	\$4.70	\$4.70	\$4.70	\$4.70
Underinsured Motorist Bodily Injury	\$100,000/\$300,000	\$42.00	\$62.20	\$62.20	\$62.20
Each Person/Each Occurrence					
Property Damage	\$50,000	\$1.90	\$1.90	\$1.90	\$1.90
Six Month Premium Per Vehicle		\$193.70	\$673.80	\$222.20	\$189.30

Coverages*

	<u>Limits and/or Deductibles</u>	<u>Vehicle 5</u>
Bodily Injury Liability		
Each Person/Each Occurrence	\$100,000/\$300,000	\$55.90
Property Damage Liability	\$50,000	\$34.30

T-L
DEC_PAGE (11-11) (Page 1 of 2)

Coverages Continued on Back
Policy Change Page 3 of 4

11/01/14 09:56:23/2016/08/10/0001

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 5</u>
Uninsured Motorists Bodily Injury		
Each Person/Each Occurrence	\$100,000/\$300,000	\$30.30
Property Damage	\$50,000	\$4.70
Underinsured Motorist Bodily Injury	\$100,000/\$300,000	\$62.20
Each Person/Each Occurrence		
Property Damage	\$50,000	\$1.90
Six Month Premium Per Vehicle		\$185.30
Total Six Month Premium		\$1,368.30

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is	\$397.10
Multi-Car (Veh 1, 2, 3, 4, 5).....	\$215.30
Driver Training (Veh 2)	\$52.80
5 Year Good Driving (Veh 1, 2, 3, 4, 5)	\$129.20

Contract Type: A30SC

Contract Amendments: ALL VEHICLES - A30SC A54SC

Unit Endorsements: A347 (VEH 1,2,3,4,5)

Important Policy Information

- Congratulations! You have earned the free Accident Forgiveness benefit. That means we will waive the surcharge associated with the first at-fault accident caused by an eligible driver on your policy.
- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at gelco.com if you have any questions.
- The 1988 CHEV has been deleted from your policy. The 1985 CHEV has been deleted from your policy.

GEICO

ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**South Carolina
Family
Automobile
Insurance
Policy**

- Government Employees Insurance Company
- GEICO Casualty Company
- GEICO Indemnity Company

A-35-SL (12-00)

POLICY INDEX

Page	Page
SECTION I	Conditions 9
Liability Coverages	Notice
Your Protection Against Claims From Others	Two Or More Autos
Definitions..... 3	Assistance And Cooperation Of The Insured
Losses We Will Pay For You..... 4	Action Against Us
Additional Payments We Will Make Under The	Insured's Duties In Event Of Loss
Liability Coverages..... 4	Appraisal
Legal Expenses And Court Costs	Payment Of Loss
Bail And Appeal Bonds	No Benefit To Bailor
First Aid Expenses	Subrogation
Exclusions: When Section I Does Not Apply..... 4	SECTION IV
Persons Insured: Who Is Covered..... 5	Uninsured Motorists Coverage
Financial Responsibility Laws..... 5	Your Protection For Injuries Caused By Uninsured
Out Of State Insurance..... 5	Motorists
Limits Of Liability..... 5	Definitions..... 10
Other Insurance..... 5	Losses We Pay..... 11
Conditions..... 5	Exclusions: When Section IV Does Not Apply..... 11
Notice	Limits Of Liability..... 11
Two Or More Autos	Other Insurance..... 12
Assistance And Cooperation Of The Insured	Trust Agreement..... 12
Action Against Us	Conditions..... 12
Subrogation	Proof Of Claim
SECTION II	Assistance And Cooperation Of The Insured
Auto Medical Payments	Notice Of Legal Action
Definitions..... 6	Payment Of Loss
Payments We Will Make..... 6	Action Against Us
Exclusions: When Section II Does Not Apply..... 6	SECTION V
Limit Of Liability..... 7	General Conditions
Other Insurance..... 7	The Following Apply To All Coverages In This Policy
Conditions..... 7	Territory..... 13
Notice	Premium..... 13
Two Or More Autos	Changes..... 13
Action Against Us	Assignment..... 13
Medical Reports - Proof And Payment Of Claims	Policy Period..... 13
Subrogation	Cancellation By The Insured..... 13
SECTION III	Cancellation By Us..... 13
Physical Damage Coverages	Cancellation By Us Is Limited..... 13
Your Protection For Loss Of Or Damage To Your Car	Renewal..... 14
Definitions..... 7	Other Insurance..... 14
Losses We Will Pay..... 8	Dividend Provision..... 14
Comprehensive Coverage..... 8	Declarations..... 14
Collision Coverage..... 8	Fraud And Misrepresentation..... 14
Additional Payments We Will Make Under The	Examination Under Oath..... 14
Physical Damage Coverages..... 9	Terms Of Policy Conformed To Statutes..... 14
Car Rental If Your Car Is Stolen	SECTION VI
Exclusions: When The Physical Damage	Amendments And Endorsements
Coverages Do Not Apply..... 9	Special Endorsement - United States Government
Limit Of Liability..... 9	Employees..... 15
Other Insurance..... 9	

Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers" or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with **you**, the policyholder. Relying on the information **you** have furnished and the declarations attached to this policy and if **you** pay **your** premium when due, we will do the following:

SECTION I

Liability Coverages

Your Protection Against Claims From Others

Bodily Injury Liability Property Damage Liability

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **"Auto business"** means the business of selling, repairing, servicing, storing, transporting or packing of autos.

2. **"Bodily injury"** means bodily injury to a person, including resulting sickness, disease or death.

3. **"Farm auto"** means:

- (a) a private passenger or station wagon type auto; or
- (b) a motor vehicle with a pick-up body; or
- (c) a delivery sedan or panel truck

which is principally garaged on a farm or ranch and which is not used for business, professional or commercial purposes other than:

- (a) farming or ranching; or
- (b) driving to and from work.

4. **"Insured"** means a person or organization described under PERSONS INSURED.

5. **"Non-owned auto"** means an automobile or **trailer** not owned by or furnished for the regular use of either **you** or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

6. **"Owned auto"** means:

- (a) a vehicle described in this policy for which a premium charge is shown for those coverages;
- (b) a **trailer** owned by **you**;
- (c) a **private passenger, farm** or **utility auto**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during

the policy period for a term of six months or more, if:

- (i) it replaces an **owned auto** as defined in (a) above; or
- (ii) we insure all **private passenger, farm** and **utility autos** owned or leased by **you** on the date of the acquisition, and **you** ask us to add it to the policy no more than 30 days later;

(d) a **temporary substitute auto**.

7. **"Private passenger auto"** means the following types of motor vehicles owned by or leased under a long term contract by an individual or individuals:

- (a) a motor vehicle of the private passenger type or station wagon type; or
- (b) a **utility auto**; or
- (c) a motor home

which is not used in the occupation, profession or business of the **insured** other than farming or ranching.

A motor vehicle is not considered owned by or leased under a long-term contract by an individual or individuals if the motor vehicle is owned by a partnership or corporation, unless the motor vehicle is owned by a farm family co-partnership or a farm family corporation and is garaged principally on a farm or ranch.

8. **"Relative"** means a person related to **you** who resides in **your** household.

9. **"Temporary substitute auto"** means an automobile or **trailer**, not owned by **you**, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

10. **"Trailer"** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger, farm** or **utility auto**.

11. **"Utility auto"** means:

- (a) a motor vehicle with a pick-up body; or
- (b) van, delivery sedan or panel truck

which is not used for business, professional or commercial purposes other than:

- (i) farming or ranching; or
- (ii) driving to and from work.

12. **"War"** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.

13. **"You"** means the policyholder named in the declarations and his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU UNDER SECTION I

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **bodily injury**, sustained by a person; and
2. damage to or destruction of property;

arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**.

We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered law suit.
3. All interest accruing after entry of judgment on that amount of a judgment which represents our limit of liability until we have paid, offered or deposited in court that part of the judgment not exceeding the limit of our liability.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of our liability.
5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.
6. Costs incurred by any **insured** for first aid to others at the time of an accident involving an insured auto.
7. Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.

8. All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

When Section I Does Not Apply

We will not defend any suit for damage if one or more of the exclusions listed below applies. We do not provide liability coverage, under Exclusions 1, 2, 3 and 8, in excess of the minimum limits of liability required by South Carolina law. We do not provide any liability coverage for the remaining Exclusions.

1. **Bodily injury** to any **insured** or any **relative** of an **insured** residing in his household is not covered.
2. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
3. **Bodily injury** or property damage caused intentionally by or at the direction of an **insured** is not covered.
4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
6. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured** is not covered.
However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
7. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
8. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.
9. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business; (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.

10. We do not cover damage to:

- (a) property owned, operated or transported by an **insured**; or
- (b) property rented to or in charge of an **insured** other than a residence or private garage.

11. We do not cover an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.

12. We do not cover:

- (a) the United States of America or any of its agencies;
- (b) any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.

PERSONS INSURED Who Is Covered

Section I applies to the following as **insureds** with regard to an **owned auto**:

1. **you** and **your relatives**;
2. any other person driving the auto with **your** permission and within the actual scope of **your** permission;
3. any other person or organization for his or its liability because of acts or omissions of an **insured** under 1. or 2. above.

Section I applies to the following with regard to a **non - owned auto**:

1. (a) **you**;
- (b) **your relatives** when driving a **private passenger auto, farm auto or utility auto** or towing a **trailer**.

Such operation by **you** or **your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission;

2. any other person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an **insured** under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The **insured** agrees to reimburse us for payments made by us

which we would not have had to make except for this agreement.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies, and regardless of the number of **owned autos** or **non - owned autos** involved in the occurrence, the most we will pay for damages resulting from any one occurrence is the bodily injury limit of liability, or property damage limit of liability, as appropriate, assigned to the **owned auto** or **non - owned auto** involved in the occurrence.

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of one occurrence.

2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.

3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the **insured** has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) the time, place and details of the occurrence;
- (c) the names and addresses of the injured, and of any witnesses; and
- (d) the names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, he must promptly send us each demand, notice, summons or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) in the investigation of the occurrence;
- (b) in making settlements;
- (c) in the conduct of suits;
- (d) in enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) until the amount of the **insured's** obligation to pay has been finally determined, either:
 - (i) by a final judgment against the **insured** after actual trial; or
 - (ii) by written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II

Auto Medical Payments

Protection For You And Your Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. **you** and each **relative** who sustains **bodily injury** caused by accident:

- (a) while **occupying** the **owned auto**; or
- (b) while **occupying** a **non-owned auto** if **you** or **your relative** reasonably believe **you** have the owner's permission to use the auto and the use is within the scope of that permission; or
- (c) when struck as a pedestrian by an auto or **trailer**.

2. any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS

When Section II Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry passengers

or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

2. There is no coverage for an **insured** while **occupying** a vehicle located for use as a residence or premises.

3. **You** and **your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:

- (a) a farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
- (b) a vehicle operated on rails or crawler-treads.

4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.

5. There is no coverage for **bodily injury** sustained due to **war**.

6. The United States of America or any of its agencies are not covered as an **insured**, a third party beneficiary, or otherwise.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies.

OTHER INSURANCE

If the **insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) the time, place and details of the accident; and
- (c) the names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION III

Physical Damage Coverages

Your Protection For Loss Or Damage To Your Car

DEFINITIONS

The definitions of the terms "**auto business**", "**farm auto**", "**private passenger auto**", "**relative**", "**temporary substitute auto**", "**utility auto**", "**you**" and "**war**" under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. "**Actual cash value**" is the replacement cost of the auto or property less **depreciation** or **betterment**.

2. "**Betterment**" is improvement of the auto or property to a value greater than its pre-loss condition.

3. "**Collision**" means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.

4. "**Depreciation**" means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outmodedness or other causes.

5. **"Insured"** means:(a) regarding the **owned auto**:

- (i) **you and your relatives**;
- (ii) a person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.

(b) regarding a **non - owned auto**; **you and your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.

6. **"Loss"** means direct and accidental loss of or damage to:

- (a) the auto, including its equipment; or
- (b) other insured property.

7. **"Non - owned auto"** means a **private passenger auto**, **farm auto** or **utility auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You or your relative** must be using the auto or trailer within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.8. **"Owned auto"** means:

- (a) any vehicle described in this policy for which a specific premium charge indicates there is coverage;
- (b) a **private passenger**, **farm** or **utility auto** or a **trailer**, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if
 - (i) it replaces an **owned auto** as described in (a) above, or
 - (ii) we insure all **private passenger**, **farm**, **utility autos** and **trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
- (c) **temporary substitute auto**.

9. **"Trailer"** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision)

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision**, to the **owned** or **non-owned auto**. This includes breakage of glass and **loss** caused by:

(a) missiles;	(j) windstorm;
(b) falling objects;	(k) hail;
(c) fire;	(l) water;
(d) lightning;	(m) flood;
(e) theft;	(n) malicious mischief;
(f) larceny;	(o) vandalism;
(g) explosion;	(p) riot; or
(h) earthquake;	(q) civil commotion.
(i) colliding with a bird or animal;	

No deductible will apply to **loss** caused by fire, lightning, smoke, smudge or damage sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the Collision coverage, if included in the policy. No deductible will apply to **loss** to the safety glass of an **owned** or **non-owned auto**.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for **loss** to personal effects due to:

(a) fire;	(e) falling objects;
(b) lightning;	(f) earthquake; or
(c) flood;	(g) explosion.
(d) theft of the entire automobile;	

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

No deductible will apply due to **loss** by fire or lightning.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible. No deductible will apply to **loss** to the safety glass of an **owned** or **non-owned auto**.

2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.

Reimbursement will not exceed \$15 per day nor \$450 per **loss**.

2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

3. We will pay for **loss** to any of the following equipment (including **loss** to accessories and antennas):

- (a) car phone;
- (b) citizen's band radio;
- (c) two-way mobile radio;
- (d) scanning monitor receiver; or
- (e) device designed for the recording and/or reproduction of sound.

We will pay only if the equipment at the time of **loss**:

- (a) is permanently installed in or upon an **owned auto**; and
- (b) that auto is insured under the appropriate coverage.

EXCLUSIONS**When The Physical Damage Coverages Do Not Apply**

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool or a ride sharing or cost sharing basis is covered.

2. **Loss** due to **war** is not covered.

3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.

4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.

5. Tires, when they alone are damaged by **collision**, are not covered.

6. **Loss** due to radioactivity is not covered.

7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.

8. We do not cover **loss** to any radar or laser detector.

9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. is the **actual cash value** of the property at the time of the **loss**;

2. will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;

3. to personal effects arising out of one occurrence is \$200;

4. to a **trailer** not owned by **you** is \$500;

5. for custom options is limited to the **actual cash value** of equipment, furnishings or finishings (including paint) installed in or upon the vehicle only by the auto factory or an authorized auto dealer and included in the purchase price of the vehicle.

Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) a description of the auto or **trailer**;
- (c) the time, place and details of the **loss**; and
- (d) the names and addresses of any witnesses.

In case of theft, the **insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **insured** will cooperate and assist us, if requested:

- (a) in the investigation of the **loss**;
- (b) in making settlements;
- (c) in the conduct of suits;
- (d) in enforcing any right of subrogation against any legally responsible person or organization;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

5. **INSURED'S** DUTIES IN EVENT OF **LOSS**

In the event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 90 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF **LOSS**

We may at our option:

- (a) pay for the **loss**; or
- (b) repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights.

This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

SECTION IV

Uninsured Motorists Coverage

Protection For **You, Your Relatives And Your Passengers** For Injuries And **Property Damage** Caused By Uninsured Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. "**Insured**" means:

- (a) **you** and **your relatives** who reside in **your** household;
- (b) any person using an **insured motor vehicle** with **your** permission;
- (c) any person **occupying** an **insured motor vehicle** with **your** permission;
- (d) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an **insured** under (a), (b) or (c) above.

If there is more than one **insured**, our limits of liability will not be increased.

2. "**Insured motor vehicle**" is a **motor vehicle** described in the policy and to which the liability coverage of the policy applies.

3. "**Motor vehicle**" is a self-propelled vehicle designed for use on a highway and includes **trailers** and semi-trailers designed for use with these vehicles. The term **motor vehicle** does not include traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers or any vehicle propelled by electric power from overhead wires but not operated on rails.

4. "**Property damage**" means damage or destruction of an **insured's** property.

5. "**Uninsured motor vehicle**" is a **motor vehicle** of which:

- (a) there is no applicable bodily injury liability and property damage liability insurance with limits complying with the financial responsibility requirements of the State of South Carolina; or
 - (b) the insurance carrier successfully denies coverage; or
 - (c) the insurance carrier is declared insolvent, or is in delinquency proceedings, suspension or receivership, or is proven unable fully to respond to a judgment; and
 - (d) there is no bond or deposit of cash or securities in lieu of bodily injury and property damage liability insurance.
- (e) the owner of the **motor vehicle** has not qualified as a self-insurer in accordance with the applicable provisions of law.

The term **uninsured motor vehicle** includes a **motor vehicle** which causes **bodily injury** or **property damage** to an **insured** and the owner or operator of which is unknown provided that:

- (a) the **insured** or someone in his behalf reports the accident to some appropriate police authority within a reasonable time after its occurrence;
- (b) the injury or damage was caused by physical contact with the unknown vehicle, or the accident was witnessed by someone other than the owner or operator of the insured vehicle and that witness submits a signed affidavit attesting to the truth of the facts of the accident;
- (c) the **insured** was not negligent in failing to determine the identity of the other vehicle and its driver at the time of the accident;
- (d) the **insured** or someone for him files with us within 30 days or as soon as practical thereafter, a written statement that he has a cause of action for damages against an unidentified person; and

- (e) the **insured** or someone for him makes available, at our request, the **motor vehicle** occupied by the **insured**, at the time of the accident.

The term **uninsured motor vehicle** does not include a **motor vehicle** owned by the United States of America or any governmental unit or agency.

LOSSES WE PAY

Under this coverage we will pay damages for **bodily injury** and **property damage** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** arising out of the ownership, maintenance or use of that **motor vehicle**.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to **bodily injury** or **property damage** to an **insured** if he or his legal representative has made a settlement or has been awarded a judgment without our prior written consent.
2. There is no coverage for **bodily injury** or **property damage** to an **insured** while **occupying** or through being struck by an **uninsured motor vehicle** owned by an **insured** or a **relative**.
3. This coverage will not benefit directly or indirectly any workmen's compensation insurer, self insurer, disability benefits insurer or property insurer.
4. There is no coverage for **property damage** to the first \$200 of the amount of damage to the property of such **insured** as the result of any one accident.
5. There is no coverage for **property damage** if the **insured** has been compensated by insurance or otherwise.

LIMITS OF LIABILITY

Regardless of the number of **insured motor vehicles**, **insureds**, claims made or **motor vehicles** involved in the accident, the most we will pay for damages resulting from any one accident is the limit on the **insured motor vehicle** involved in the accident.

1. The limit of bodily injury liability for Uninsured Motorists coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to **bodily injury** sustained by one person as the result of any one accident.
2. The limit of bodily injury liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

3. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.

4. Any amount payable under this insurance shall be reduced by all sums:

- (a) paid or payable under any Uninsured Motorists coverage applicable on the vehicle involved in the accident;
- (b) paid or payable by or for anyone who is legally responsible, including all sums paid under the policy's liability insurance.

5. If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

6. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's liability insurance.

OTHER INSURANCE

When an **insured** occupies a motor vehicle not described in this policy, this insurance is excess over any other similar insurance available to the **insured** for **bodily injury** and the insurance which applies to the occupied auto is primary.

If none of an **insured's** motor vehicles is involved in the accident, coverage is available to the extent of coverage on any one **insured** motor vehicle. Coverage on any other vehicles shall not be added to that coverage.

Except as provided above, if the **insured** has other similar bodily injury insurance available to him and applicable to the accident, the damages for **bodily injury** will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

With respect to **property damage**, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability and this and all such other insurance.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.

2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, the **insured**, in his own name, will take, through a designated representative, appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.

4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. PROOF OF CLAIM

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of **bodily injury**, treatment, and other facts which may affect the amount payable. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us as often as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

The **insured** or other person making a claim for damage to property shall file a proof of loss in sworn statement form with us within 60 days after the loss occurs (unless we extend the time in writing). This statement must show: the interest of the **insured** and all others in the property, any liens or other claims on the property, the actual cash value at time of loss, and description and amounts of all other insurance on the property. If we ask, the **insured** must show us the damaged property.

2. ASSISTANCE AND COOPERATION OF THE **INSURED**

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization.

3. NOTICE OF LEGAL ACTION

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings served in the manner provided by law.

4. PAYMENT OF LOSS

Any amount due is payable to the **insured** or his authorized representative.

5. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative has fully complied with all of the policy terms.

SECTION V

General Conditions

These Conditions Apply To All Coverages In This Policy

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

2. PREMIUM

When you dispose of, acquire ownership of, or replace a **private passenger, farm or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your** state.

The premium for each auto is based on the information we have in **your** file. **You** agree:

- that we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed;
- that **you** will cooperate with us in determining if this information is correct and complete;
- that **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your** state.

4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover:

- your** surviving spouse;
- the executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate; and
- under the Medical Payments coverage, a person who was a **relative** at the time of **your** death.

5. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

6. CANCELLATION BY THE **INSURED**

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

7. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the address shown in this policy, written notice stating when the cancellation will be effective. We will mail this notice at least 15 days prior to the effective date of that cancellation.

The mailing or delivery of this notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is canceled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment or tender of unearned premium is not a condition of cancellation.

8. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 90 days or, if the policy is a renewal policy, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial premium on other than a renewal policy or any additional premium for this policy or fail to pay any premium installment when due to us.
- (b) **You** or any other operator who either resides in **your** household or customarily operates a motor vehicle insured under this policy has had his driver's license suspended or revoked during the policy period or, if it is a renewal policy, during its policy period or the 90 days preceding the last anniversary of the effective date.
- (c) **You** become a non-resident of South Carolina and register **your** South Carolina motor vehicle in another state.

We may increase **your** deductible to \$250 under Section III - Physical Damage Coverages.

9. RENEWAL.

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 15 days prior to the expiration date. The mailing or delivery of this by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

- a) **You** do not pay any premium as we require to renew this policy.
- b) **You** have informed us or our agent that **you** wish the policy to be canceled or not renewed.
- c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

We may increase **your** deductible to \$250 under Section III - Physical Damage Coverages.

10. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the day **you** do so.

11. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

12. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) the statements in **your** application and in the declarations are **your** agreements and representations;
- (b) this policy is issued in reliance upon the truth of these representations; and
- (c) this policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) at the time of application; or
- (b) at any time during the policy period; or
- (c) in connection with the presentation or settlement of a claim.

14. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

15. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the laws of South Carolina are amended to conform to those statutes.

SECTION VI - AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES
GOVERNMENT EMPLOYEES

A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using

1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
2. Rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph B. below, we will pay sums *you* are legally obligated to pay for damage to these vehicles.

B. The following limits apply to this coverage:

1. A \$100 deductible applies to each occurrence.
2. For vehicles described in A. 1. above, our liability shall not exceed the lesser of the following:

- a. the *actual cash value* of the property at the time of the occurrence; or
- b. the cost to repair or replace the property, or any of its parts with other of like kind and quality; or
- c. two months basic pay of the *insured*; or
- d. the limit of Property Damage liability coverage stated in the declarations.

3. For vehicles described in A. 2. above, our liability shall not exceed the lesser of the following:

- a. the *actual cash value* of the property at the time of the occurrence; or
- b. the cost to repair or replace the property, or any of its parts with other of like kind and quality; or
- c. the limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



W. C. E. Robinson
Secretary

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO GENERAL INSURANCE COMPANY
GEICO INDEMNITY COMPANY
HOME OFFICE - 5260 Western Avenue
Chevy Chase, Maryland 20815-3799



O. M. Nicol
President

GEICO**Automobile Policy Amendment
South Carolina**

Policy Number:

Your policy is amended as follows:**SECTION I- LIABILITY COVERAGES****DEFINITIONS**

The following definitions are revised as follows:

3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
5. **Non-owned auto** means a **private passenger, farm, or utility auto or trailer** not owned by or furnished for the regular use of the either **you or your relatives**, except a **temporary substitute auto**. **You or your relatives** must be using the **non-owned auto or trailer** within the scope of permission given by its owner. A **non-owned auto** rented or leased for more than 30 days will be considered as furnished for regular use.
8. **Relative** means a person who continuously lives in **your** household, and is related to **you** by blood, marriage, or adoption (including a ward or foster child).
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
13. **You and your** mean the policyholder named in the declarations or his or her spouse if a resident of the same household.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

Item 3. is revised as follows:

3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.

After Item 5, the following sentence is added.

We will upon request by an **insured**, provide reimbursement for the following items:

Items 6., 7., and 8. are renumbered as follows:

- (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto or non-owned auto**.
- (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
- (c) All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

The first paragraph is changed to read:

We will not defend any claim or suit for damages if one or more of the exclusions listed below applies. We do not provide liability coverage under Exclusions 1, 2, 3, 8, and 18 in excess of the minimum limits of liability required by South Carolina law. We do not provide any liability coverage for the remaining Exclusions.

Exclusion 2. is revised as follows:

2. Section I does not apply to **bodily injury** or property damage arising out of the ownership, maintenance, or use of an **owned or non-owned auto** while being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products. However, this exclusion will not apply to shared-expense car pools.

The following exclusions are added:

13. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
14. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
15. We do not cover **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

A-84-SC (10-07)

Page 1 of 5

16. We do not cover any liability assumed under any contract or agreement.
17. We do not cover punitive or exemplary damages recovered or potentially recoverable from any **insured** arising from the use or abuse of alcohol, medication or drugs.
18. We do not cover any liability arising out of the use of an **owned** or **non-owned auto** in connection with the commission of or attempt to commit a felony by an **insured**.

LIMITS OF LIABILITY

Items 1. & 2. of Limits of Liability are revised as follows:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.

CONDITIONS

Condition 5. SUBROGATION is replaced as follows:

5. If we make payment under Section I-Liability Coverages of the policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or bodily injury to prejudice them. If we make payment under this policy to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery, and shall reimburse us to the extent of our payment.

SECTION II - AUTO MEDICAL PAYMENTS

PAYMENTS WE WILL MAKE

The following paragraphs are added:

Expenses are reasonable only if they are consistent with the usual fees charged by the majority of similar medical providers in the geographical area in which the expenses are incurred for the specific medical service. Services are necessary only if the services are rendered by a licensed medical provider within the scope of the provider's practice and license and are essential.

We have the right to make or obtain a utilization review of the medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

EXCLUSIONS

Exclusion 1. is revised as follows:

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry persons or property for compensation or a fee, including but not the delivery of food or any other products. However, this exclusion will not apply to shared-expense car pools.

The following exclusions are added:

7. There is no coverage for **bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
8. There is no coverage for **bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents.
9. We do not cover **bodily injury** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. There is no coverage for **bodily injury** sustained while **occupying** any motorized vehicle which is not defined as an **owned** or **non-owned auto** under this policy.
11. There is no coverage for **bodily injury** occurring during the course of employment if workers' compensation benefits are required or available.
12. There is no coverage for **bodily injury** sustained while **occupying** an **owned** or **non-owned auto** being used in connection with the commission or the attempt to commit a felony by an **insured**.

The following provision is added:

NON-DUPLICATION

No person for whom medical expenses are payable under the Medical Payments coverage shall be paid more than once for the same medical expense under this or similar vehicle insurance, including any no fault benefits required by law.

LIMITS OF LIABILITY

The following sentence is added:

An auto and attached **trailer** are considered one auto.

CONDITIONS

Condition 2. TWO OR MORE AUTOS, is deleted.

Condition 3. SUBROGATION, is replaced as follows:

5. If we make a payment under Section II-Auto Medical Payments of this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or bodily injury to prejudice them.

If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment, costs, and fees.

SECTION III - PHYSICAL DAMAGE COVERAGES**DEFINITIONS**

Definition 9. **Trailer**, is revised as follows:

9. **Trailer** means a trailer of the flatted variety designed for use with a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built in sleeping facility designed for recreational or camping use.

The following definition is added:

10. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- Are permanently installed or attached; or
- Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

The second paragraph under 1, is revised as follows:

Reimbursement will not exceed \$25 per day, or \$750 per loss.

Item 3, is deleted.

EXCLUSIONS

When Section III does not apply

Exclusion 1, is revised as follows:

1. An auto used to carry person or property for compensation or a fee, including but not limited to the delivery of food or any other products is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

The following exclusions are added:

10. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
11. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents.
12. We do not cover any physical damage to an auto being driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
14. There is no coverage for any liability assumed under any contract or agreement.
15. There is no coverage for **loss** or damage resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
 - (d) The sale of an **owned auto**.
16. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.

A-54-SCT (10-07)

Policy Number:

Page 2 of 5

LIMIT OF LIABILITY

Item 2. is revised as follows:

2. Will not exceed the prevailing competitive price to repair or replace the property at the time of loss, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the loss. Although you have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property will not exceed the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At your request, we will identify a repair facility that will perform the repairs at the prevailing competitive price.

The first paragraph of Item 5. is replaced with the following:

5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

CONDITIONS

Condition 4., ACTION AGAINST US, the following paragraph is added:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If you ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You may purchase the salvage from us if you wish.

Condition 9. SUBROGATION, is revised as follows:

9. If we make a payment under Section III-Physical Damage Coverages of this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or bodily injury to prejudice them.

If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment, costs, and fees.

The following condition is added:

10. ASSIGNMENT

With respect to Section III-Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORISTS COVERAGE**EXCLUSIONS**

The following exclusions are added:

6. **Bodily injury or property damage** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
7. **Bodily injury or property damage** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
8. This coverage does not apply to any liability assumed under any contract or agreement.
9. This coverage does not apply to damage caused by an **insured's** participation in or preparation for any racing, speed or demolition contest or stunting activity of any kind, whether or not prearranged or organized.
10. There is no coverage for **bodily injury** to any other person while **occupying an owned auto** without your consent or operating an **owned auto** without a reasonable belief that person has your permission to do so.

LIMITS OF LIABILITY

Paragraphs 1. & 2. are revised as follows:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including but not limited to, damages for care or loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.

SECTION V -- GENERAL CONDITIONS

The second paragraph of 10. Other Insurance is deleted.

The following conditions are added:

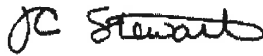
16. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date **you** do so.

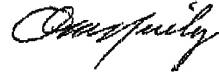
17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of South Carolina.

We affirm this amendment.



J. C. Stewart
Secretary



O. M. Nicely
President

GEICO

Policy Number: 4007-84-23-07

Automobile Policy Amendment**PROTECTION AGAINST
UNDERINSURED MOTORIST
COVERAGE AMENDMENT
SOUTH CAROLINA**We agree with *you* as follows:**DEFINITIONS**

The following definitions apply to this amendment:

1. **"Insured"** means:

- a) *you*;
- b) *your relatives* who reside in *your* household;
- c) any person using an *insured motor vehicle* with *your* permission;
- d) any person *occupying an insured motor vehicle* with *your* permission;
- e) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an *insured* under a), b), c), d) or e) above.

If there is more than one *insured*, our limits of liability will not be increased.2. **"Insured motor vehicle"** is a *motor vehicle* described in the policy and to which the liability coverage of the policy applies.3. **"Motor vehicle"** is a self-propelled vehicle designed for use on a highway and includes trailers and semi-trailers designed for use with these vehicles.The term *motor vehicle* does not include: (a) traction engines; (b) road rollers; (c) farm tractors; tractor cranes; (e) power shovels; (f) well drillers; or (g) any vehicle propelled by electric power from overhead wires but not operated on rails.4. **"Property damage"** means damage or destruction of an *insured's* property.5. **"Underinsured motor vehicle"** means a motor vehicle on which there is bodily injury liability insurance or a bond applicable at the time of the accident in an amount of at least the minimum required by law, but the amount of the insurance or bond:

- a) is less than the amount of the *insured's* damages; or
- b) has been reduced by payments to persons other than an *insured* injured in the accident to an

amount which is less than the amount of the *insured's* damages.This term does not include any *motor vehicle*:

- a) which is an *uninsured motor vehicle* as defined in the Uninsured Motorists Coverage of this policy;
- b) owned by any governmental unit or agency;
- c) owned or operated by a self-insurer under any applicable motor vehicle law unless the applicable self-insurance is less than the *insured's* damages;
- d) owned by or furnished for *your* regular use or that of any *relative*; and
- e) while located for use as a residence or premises.

LOSSES WE PAYUnder this Coverage we will pay damages for *bodily injury* and *property damage* caused by an accident which the *insured* is legally entitled to recover from the owner or operator of an *underinsured motor vehicle* arising out of the ownership, maintenance or use of that *motor vehicle*.**POLICY PERIOD - TERRITORY**

This amendment applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America or Canada.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to *bodily injury* or *property damage* to an *insured* if he or his legal representative has been awarded a judgment without our prior written consent.
2. This coverage does not apply to *bodily injury* or *property damage* to an *insured* while *occupying* or through being struck by an *uninsured motor vehicle* owned by an *insured* or a *relative*.
3. This coverage will not benefit directly or indirectly any workmen's compensation insurer, self-insurer, disability benefits insurer or property insurer.

4. There is no coverage for *property damage* if the *insured* has been compensated by insurance or otherwise.
5. *Bodily injury or property damage* that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
6. *Bodily injury or property damage* that results from bio-chemical attack or exposure to bio-chemical agents is not covered.

CONDITIONS

1. None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy apply to this amendment except under Section V - General Conditions: 3, "Changes"; 4, "Assignment"; 6, "Cancellation By The Insured"; 7, "Cancellation By Us"; 8, "Cancellation By Us is Limited"; and 9, "Renewal."

2. PROOF OF CLAIM

As soon as possible, the *insured* or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of *bodily injury* treatment, and other facts which may affect the amount payable. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us as often as we may reasonably require. In the event of the *insured's* incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

The *insured* or other person making a claim for damage to property shall file a proof of loss in sworn statement form with us within 60 days after the loss occurs (unless we extend the time in writing). This statement must show: (a) the interest of the *insured*; (b) all others in the property; (c) any liens or other claims on the property; (d) the actual cash value at time of loss; and (e) description and amounts of all other insurance on the property. If we ask, the *insured* must show us the damaged property.

3. ASSISTANCE AND COOPERATION OF THE *INSURED*

After we receive notice of a claim, we may require the *insured* to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization.

4. NOTICE OF LEGAL ACTION

If the *insured* or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

We have the right to appear and defend in the name of the underinsured motorist in any action that may affect our liability. We have twenty (20) days after service of process on us to make this appearance. The evidence of service upon us shall not become part of the record.

5. LIMIT OF LIABILITY

The limit of liability as shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. *Insureds*;
2. Claims made;
3. *Motor vehicles* or premiums shown in the Declarations; or
4. *Motor vehicles* involved in the accident.

In addition to this limit, we will make an additional amount available to *you* or *your relative* if such person sustains *bodily injury or property damage* in an accident involving the *insured motor vehicle*. The additional amount is equal to the sum of (a) part of the limit on each additional *insured motor vehicle* shown in the Declarations that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. This additional amount is the most we will pay over the stated limit of liability regardless of the number of:

1. *Insureds*;
2. Claims made; or
3. *Motor vehicles* involved in the accident.

However, no one will be entitled to receive duplicate payments for the same elements of loss.

Any amounts otherwise payable for damages which the *insured* is legally entitled to recover from the owner or operator of an *underinsured motor vehicle* because of *bodily injury or property damage* caused by an accident shall be reduced by all sums:

1. Paid because of the *bodily injury or property damage* by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Section I of this policy;
2. Paid or payable because of the *bodily injury or*

property damage under any applicable Uninsured Motorist Coverage. This includes all sums paid under Section IV of this policy;

3. Paid or payable because of the *bodily injury* under any of the following or similar law:
 - a. workers' compensation law; or
 - b. disability benefits law;
4. Paid or payable because of the *bodily injury* or *property damage* under any Underinsured Motorist Coverage applicable to a vehicle (other than the *insured motor vehicle*) which the *insured* was occupying at the time of the accident; and
5. Paid because of the *property damage* under Section III of this policy or any similar coverage under any other policy.

Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Section I of this policy.

6. OTHER INSURANCE

When an *insured* occupies a motor vehicle not described in this policy, this insurance is excess over any other similar insurance available to the *insured* for *bodily injury*. The insurance which applies to the occupied auto is primary.

If none of an *insured's* motor vehicles is involved in the accident, coverage is available to the extent of coverage on any one *insured motor vehicle*. Coverage on any other vehicle shall not be added to that coverage.

Except as provided above, if the *insured* has other similar *bodily injury* insurance available to him and applicable to the accident, the damages for *bodily injury* will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the *insured* has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro rata share of the total coverage available.

With respect to *property damage*, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability of this and all such other insurance.

7. PAYMENT OF LOSS BY US

Any amount due is payable to the *insured* or his authorized representative.

8. ACTION AGAINST US

Suit will not lie against us unless the *insured* or his legal representative has fully complied with all the terms of this amendment.

9. CONFORMITY WITH SOUTH CAROLINA STATUTES

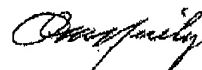
Any terms of this amendment in conflict with the laws of South Carolina are amended to conform with those laws.

THE COMPANY affirms this amendment.



W. C. E. Robinson
Secretary

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO GENERAL INSURANCE COMPANY



O. M. Nicely
President

A-347 (12-02) Page 3 of 3

A-347 (12-02) Page 3 of 3

Policy Number: 4007-84-23-07

Policy Change Page 13 of 14

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

) IN THE COURT OF COMMON PLEAS
) FOR THE THIRD JUDICIAL CIRCUIT
)
)

**GOVERNMENT EMPLOYEES
INSURANCE COMPANY,**

C/A No. 2016-CP-43-01521

Plaintiff,

v.

ANSWER
(Jury Trial Demanded)

**BARBARA P. JACKSON, AS
PERSONAL REPRESENTATIVE FOR
THE ESTATE OF VINCENT A.
JACKSON,**

Defendant.

Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, (the "Jackson Estate"), by and through its undersigned counsel, states that by fully responding to Plaintiff's Complaint, it in no way whatsoever admits or concedes that this declaratory judgment action is the proper proceeding within which to resolve the sole remaining issue in dispute between Government Employees Insurance Company ("GEICO") and the Jackson Estate, namely Vincent A. Jackson's residency at the time of his death¹ or otherwise waives its right to pursue litigation of the residency issue in the pending cases bearing Civil Action Nos. 2014-CP-43-2399 and 2014-CP-43-2400. Further, nothing herein diminishes the findings that circuit court has already made in said civil action to the extent that the single question remaining

¹ On October 31, 2016, GEICO and the Jackson Estate entered into a Stipulation and Agreement related to underinsured motorist benefits under GEICO Policy No. 4007-84-23-07 wherein the parties agreed that the *single* question remaining following execution of the Stipulation and Agreement was the issue of Vincent A. Jackson's residency at the time of his death and that if it was determined by final court order that Vincent A. Jackson was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson, then GEICO would pay the Jackson Estate \$400,000.00 in underinsured motorist benefits (in addition to the \$100,000.00 in underinsured motorist benefits already paid to the Jackson Estate). The Stipulation and Agreement was incorporated into and approved by order of the court, dated October 31, 2016, in the related tort actions bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400. A copy of said order and Stipulation and Agreement are attached hereto and incorporated herein by this reference as Exhibit A.

between the Jackson Estate and GEICO is the question of Vincent A. Jackson's residency at the time of his death.

Subject to these conditions, the Jackson Estate makes this Answer to Plaintiff's Complaint and states as follows:

FOR A FIRST DEFENSE

Each and every allegation of Plaintiff's Complaint not herein specifically admitted, modified, qualified, or otherwise responded to by the Jackson Estate is hereby denied. The Jackson Estate answers each allegation set forth in the Complaint as follows:

1. The Jackson Estate is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 1 of the Complaint, and therefore, neither admits nor denies the allegations, but demands strict proof thereof.

2. Paragraph 2 of the Complaint is admitted.

3. Paragraph 3 of the Complaint contains conclusions or statements of law and prayer for relief to which no response is required. To the extent a response is required, the Jackson Estate asserts that proper proceeding for determining the single issue of Vincent A. Jackson's residency at the time of his death is in the related pending cases bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400.

4. Paragraph 4 of the Complaint is admitted.

5. Responding to Paragraph 5 of the Complaint, GEICO has already agreed to pay the Jackson Estate \$400,000.00 in underinsured motorist coverage benefits if it is determined by final court order that Vincent A. Jackson was a resident relative of the named insured, his parents, Theresl Jackson and Barbara Jackson, at the time of his death. This agreement was approved and incorporated into an order by this Court, dated October 31, 2016, in the related pending cases

bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400. (*See* Exhibit A attached hereto). Consequently, the terms and conditions under GEICO Policy No. 4007-84-23-07 are no longer relevant in this case.

6. Responding to Paragraph 6 of the Complaint, the Jackson Estate incorporates in by this reference its response to Paragraph 5 of the Complaint.

7. Responding to Paragraph 7 of the Complaint, the Jackson Estate incorporates in by this reference its response to Paragraph 5 of the Complaint.

8. Responding to Paragraph 8 of the Complaint, the Jackson Estate incorporates in by this reference its response to Paragraph 5 of the Complaint.

9. Responding to Paragraph 9 of the Complaint, the Jackson Estate incorporates in by this reference its response to Paragraph 5 of the Complaint.

10. Paragraph 10 of the Complaint is admitted.

11. Responding to Paragraph 11 of the Complaint, the Jackson Estate admits only that Vincent A. Jackson was driving the 2002 Suzuki with the consent and permission of Theryl Jackson and Barbara Jackson. The remaining allegations in Paragraph 11 of the Complaint are denied.

12. Paragraph 12 of the Complaint is denied.

13. Paragraph 13 of the Complaint is denied.

14. Responding to Paragraph 14 of the Complaint, with regard to the purported lease agreement at 251 Rast Street, Sumter, South Carolina, utilities record(s), and bank account record(s) the Jackson Estate asserts that at this time it has insufficient knowledge or information to form a belief as to the truth or falsity of the allegations and therefore neither admits nor denies such allegations, but would demand strict proof thereof. Responding further, with regard to the

driver's license, the Jackson Estate craves reference to such driver's license itself and the circumstances surrounding when and how any address-related information came to be included in or on such driver's license; notwithstanding, any information that may have been included on such driver's license, the Jackson Estate asserts that Vincent A. Jackson was at the time of his death a resident of 9 Brown Street, Sumter, South Carolina, which is also the home and residence of the named insured, his parents, Therel Jackson and Barbara Jackson. Responding further, with regard to the other automobile insurance policy, the Jackson Estate craves reference to such policy itself, the circumstances surrounding when and how any address-related information came to be included in or on such policy; notwithstanding, the vehicle that was the subject of such policy was maintained at Vincent A. Jackson's residence at 9 Brown Street, Sumter, South Carolina, which is also the home of the named insureds, his parents, Therel Jackson and Barbara Jackson. Responding further, with regard to the police incident report on the charge of public disorderly conduct, the Jackson Estate craves reference to such police incident report itself and the circumstances surrounding when and how any address-related information came to be included in or on such police incident report; notwithstanding, any information that may have been included on such police incident report, the Jackson Estate asserts that Vincent A. Jackson was at the time of his death a resident of 9 Brown Street, Sumter, South Carolina, which is also the home and residence of the named insured, his parents, Therel Jackson and Barbara Jackson.

15. No response is required to Paragraph 15 of the Complaint. To the extent a response is required, the Jackson Estate hereby incorporates by this reference its preceding answers set forth herein above.

16. Responding to Paragraph 16 of the Complaint, the Jackson Estate incorporates in by this reference its response to Paragraph 5 of the Complaint.

17. Responding to Paragraph 17 of the Complaint, the Jackson Estate incorporates in by this reference its response to Paragraph 5 of the Complaint.

18. Paragraph 18 of the Complaint contains a conclusion or statement of law to which no response is required. To the extent a response is required, the allegations in Paragraph 18 of the Complaint are denied.

19. Responding to Paragraph 19 of the Complaint, the Jackson Estate admits only that Vincent A. Jackson operated the 2002 Suzuki with the consent and permission of Therel Jackson and Barbara Jackson.

20. Paragraph 20 of the Complaint contains a conclusion or statement of law to which no response is required. To the extent a response is required, the Jackson Estate admits only that Vincent A. Jackson operated the 2002 Suzuki with the consent and permission of Therel Jackson and Barbara Jackson. The remaining allegations in Paragraph 20 of the Complaint are denied.

21. Paragraph 21 of the Complaint contains conclusions or statements of law and prayer for relief to which no response is required. To the extent a response is required, Paragraph 21 of the Complaint is denied. Responding further, the Jackson Estate asserts that the proper proceeding for determining the single issue of Vincent A. Jackson's residency at the time of his death is in the related pending cases bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400.

22. The remaining allegations in the Complaint are conclusions or statements of law and prayers for relief to which no response is required. To the extent a response is required, the Jackson Estate asserts that Vincent A. Jackson was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson at the time of his death. Responding further, the Jackson Estate asserts that the proper proceeding(s) for the determination of the single issue of

Vincent A. Jackson's residency at the time of his death is in the related pending cases bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400.

FOR A SECOND DEFENSE
(Res Judicata)

23. The Stipulation and Agreement, dated October 31, 2016, between GEICO and the Jackson Estate, approved by and incorporated into an order by this Court on the same date in the related pending cases bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400, resolved the issue of coverage under GEICO Policy No. 4007-84-23-07, and the only issue is whether or not Vincent A. Jackson was a resident relative of the named insured, his parents, Tharel Jackson and Barbara Jackson, at the time of his death.

FOR A THIRD DEFENSE
(Waiver by Prior Agreement)

24. The Stipulation and Agreement, dated October 31, 2016, between GEICO and the Jackson Estate, approved by and incorporated into an order by this Court on the same date in the related pending cases bearing Civil Action Nos. 2014-43-2399 and 2014-43-2400, provides that the single remaining issue in dispute between GEICO and the Jackson Estate is whether or not Vincent A. Jackson was resident relative of the named insureds under GEICO Policy No. 4007-84-23-07, his parents, Tharel Jackson and Barbara Jackson, at the time of his death. Accordingly, any other dispute or claim, if any there be, that GEICO has or may have against the Jackson Estate relating to GEICO Policy No. 4007-84-23-07 has been waived by said Stipulation and Agreement.

FOR A FOURTH DEFENSE
BY WAY OF COUNTERCLAIM
(Enforcement of Stipulation and Agreement)

25. This case arises out of a traffic collision that occurred on the night of January 17, 2014 between Vincent A. Jackson ("Vincent") and Officer Roniea Conyers ("Officer Conyers")

of the Bishopville Police Department. On that night, Officer Conyers with willful and wanton disregard for the safety of other drivers, negligently and recklessly traveled northbound on U.S. 15 in Sumter County far in excess of the posted speed limit. After rounding a sharp curve at 80 miles per hour, Officer Conyers collided with Vincent at the intersection of U.S. 15 and Colony Road while Vincent was attempting to execute a left-hand turn onto southbound U.S. 15.

26. Officer Conyers was the investigator-on-call that night. She failed to monitor her mobile phone and was responding nearly an hour late to a routine, non-emergency call for service. Vincent was a welder and loving father to his only young son, Jayden, who was born with various birth defects and health challenges. Vincent tragically lost his life the night of January 17, 2014 because Officer Conyers was running late for work. As a result, Jayden will grow up without an active and loving father.

27. The Jackson Estate brought a wrongful death and survival action against the City of Bishopville and Bishopville Police Department ("Bishopville") in Civil Action Nos. bearing 2014-CP-43-2399 and 2014-CP-43-2400, respectively ("Related Actions"). At the time of the collision, Vincent was operating a 2002 Suzuki insured by GEICO under Policy No. 4007-84-23-07 (the "Policy"). The named insureds on the Policy were Vincent's parents, Therel Jackson and Barbara Jackson. The 2002 Suzuki had underinsured motorist ("UIM") coverage in the amount of \$100,000.00 per person under the Policy. Four other vehicles were listed under the Policy each with an additional \$100,000.00 per person in UIM coverage for a total of \$500,000.00 in potential UIM coverage. Due to the statutory limits on damages available from Bishopville under the South Carolina Tort Claims Act, S.C. Code Ann. §15-78-10, *et. seq.*, the Jackson Estate put GEICO on notice of its intent to seek UIM benefits and served it with a copy of the pleadings in the Related Actions.

28. The Jackson Estate ultimately settled with Bishopville and entered into a settlement and covenant not to execute permitting the Jackson Estate to pursue available UIM coverage from GEICO. Following the Jackson Estate's settlement with Bishopville, GEICO, as the UIM carrier, stepped into the shoes of Bishopville and assumed the defense in the Related Actions.

29. Thereafter, the Jackson Estate and GEICO entered into a Stipulation and Agreement in the Related Actions wherein the parties, *inter alia*, (i) resolved the issues of liability and damages in the Related Actions; (ii) GEICO agreed to pay the Jackson Estate \$100,000.00 in UIM coverage on the 2002 Suzuki; (iii) the parties agreed to litigate the single issue of Vincent's residency at the time of his death; and (iv) GEICO agreed to pay the Jackson Estate an additional \$400,000.00 in UIM coverage if it was determined by final court order that Vincent was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson, at the time of his death. Further, the Stipulation and Agreement provided for attorneys' fees and litigation expenses in the event of breach by either party.

30. The Stipulation and Agreement was approved by and incorporated into an order of the Court, dated October 31, 2016, in the Related Actions.

31. The Jackson Estate asserts that the sole issue to be litigated and determined in this declaratory judgment action, arising from the Related Actions described hereinabove, is whether or not Vincent was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson, at the time of his death. Any other claim or defense asserted or pursued by GEICO in this case would be in breach of the Stipulation and Agreement.

32. The Jackson Estate asserts that Vincent was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson, at the time of his death.

33. The Jackson Estate asserts that the issue of Vincent's residency at the time of his death is a question-of-fact that should be determined by a jury.

34. The Jackson Estate is therefore informed and believes that it is entitled to an order by this Court:

- a. This action be dismissed because the issue of Vincent A. Jackson's residency has been raised and can be adjudicated in the prior pending actions bearing 2014-CP-43-2399 and 2014-CP-43-2400²;
- b. Should this action not be dismissed, declaring that the only remaining issue for determination by the Court between the Jackson Estate and GEICO is whether or not Vincent A. Jackson was a resident relative of the named insured, his parents, Tharel Jackson and Barbara Jackson, at the time of his death;
- c. Should this action not be dismissed, to the extent GEICO asserts or pursues any claim or defense other than the single question of Vincent A. Jackson's residency at the time of his death, finding that such is in breach of the Stipulation and Agreement and awarding litigation expenses and attorneys' fees to the Jackson Estate incurred in connection therewith.
- d. Should this action not be dismissed, declaring that the issue of Vincent's residency is a question-of-fact that must be determined by a jury;
- e. Should this action not be dismissed, empaneling a jury to serve as trier-of-fact on the single issue of Vincent A. Jackson's residency at the time of his death; and
- f. Should this action not be dismissed, ordering GEICO to pay \$400,000.00 to the Jackson Estate if a jury verdict is returned finding that Vincent A. Jackson was a

² See Jackson Estate's pending Notice of Motion and Motion to Dismiss in this case.

resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson at the time of his death.

DEMAND FOR JURY TRIAL

35. Pursuant to Rule 38 of the South Carolina Rules of Civil Procedure and Section 15-53-90 of the Uniform Declaratory Judgments Act, the Jackson Estate demands a trial by jury on the single issue of Vincent A. Jackson's residency at the time of his death in this action.

WHEREFORE, having fully answered the Complaint, the Jackson Estate respectfully requests that:

- a. This action be dismissed because the issue of Vincent A. Jackson's residency has been raised and can be adjudicated in the prior pending actions bearing 2014-CP-43-2399 and 2014-CP-43-2400³;
- b. Should this action not be dismissed, declaring that the only remaining issue for determination by the Court between the Jackson Estate and GEICO is whether or not Vincent A. Jackson was a resident relative of the named insured, his parents, Therel Jackson and Barbara Jackson, at the time of his death;
- c. Should this action not be dismissed, to the extent GEICO asserts or pursues any claim or defense other than the single question of Vincent A. Jackson's residency at the time of his death, finding that such is in breach of the Stipulation and Agreement and awarding litigation expenses and attorneys' fees to the Jackson Estate incurred in connection therewith.
- d. Should this action not be dismissed, declaring that the issue of Vincent's residency is a question-of-fact that must be determined by a jury;

³ See Jackson Estate's pending Notice of Motion and Motion to Dismiss in this case.

- e. Should this action not be dismissed, empaneling a jury to serve as trier-of-fact on the single issue of Vincent A. Jackson's residency at the time of his death; and
- f. Should this action not be dismissed, ordering GEICO to pay \$400,000.00 to the Jackson Estate if a jury verdict is returned finding that Vincent A. Jackson was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson at the time of his death.

Respectfully submitted,



Mitchell Willoughby, Esquire
Elizabeth Zeck, Esquire
Andrew J. D'Antoni, Esquire
WILLOUGHBY & HOEFER, P.A.
930 Richland Street
Post Office Box 8416
Columbia, SC 29202-8416
(803) 252-3300

Attorneys for County of Richland

January 20th, 2017
Columbia, South Carolina

EXHIBIT A TO ANSWER

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

Case Nos. 2014-CP-~~34~~2399 / 2014-CP-~~34~~2400

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

City of Bishopville and Bishopville Police
Department,

PLAINTIFF

DEFENDANT(S)

Submitted by: Mitchell Willoughby, Esq., Co-Counsel for Plaintiff,
and Calvin Hastie, Esq., Co-Counsel for Plaintiff

Attorney for : ☒ Plaintiff ☐ Defendant
Or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT.
☐ DECISION BY THE COURT. ☐
☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a),
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify
arbitration award; ☐ Other

- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR
ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order ☐ Statement of Judgment by the Court

ORDER INFORMATION

This order ☐ ends ☒ does not end the case. Order Approving Settlement

Additional Information for the Clerk : See additional information on Page 2.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount
should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this
form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest
or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the
clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the
appropriate attorney's box on this
appearing pro se) as follows:

day of _____, and a copy mailed first class or placed in the
day of _____ to attorneys of record or to parties (when

Mitchell Willoughby, Esq.
Elizabeth Zeck, Esq.
Andrew J. D'Antoni, Esq.
Willoughby & Hoefer, P.A.
P.O. Box 8416
Columbia, SC 29202

John M. Grantland, Esq.
Adam J. Neil, Esq.
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, SC 29260

Calvin Hastie, Esq.
Hastie Law Firm
7 East Hampton Street
Sumter, SC 29150

ATTORNEY(S) FOR PLAINTIFF

**ATTORNEY(S) FOR GOVERNMENT
EMPLOYEES INSURANCE COMPANY**

CLERK OF COURT

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.**

This Order Approving Settlement approves the Stipulation and Agreement entered into between
Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, and
Government Employees Insurance Company (GEICO) in connection with both the above-
captioned cases, bearing Civil Action Nos. 2014-CP-~~34~~-2399 and 2014-CP-~~34~~-2400. This Order
does not end the aforesaid cases.

43

43

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

RECORDED

2016 OCT 31 PM 3:14

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

JAMES L. SMITH
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS

**Barbara P. Jackson, as Personal
Representative of the Estate of Vincent A.
Jackson,**

Plaintiff,

vs.

**City of Bishopville and Bishopville Police
Department,**

Defendants.

Docket Number:

2014-CP-43-2399; 2014-CP-43-2400

ORDER APPROVING SETTLEMENT

CERTIFIED TRUE COPY
OF ORIGINAL FILED

Benny H. Hout
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

THIS MATTER comes before the Court on the Petition of Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson. It appears that on or about January 17, 2014, on US 15 in Sumter County, South Carolina, an incident occurred involving a 2002 Suzuki vehicle owned by Therel A. Jackson and operated by the Decedent Vincent A. Jackson and a vehicle owned by Defendants City of Bishopville and/or Bishopville Police Department and operated by an authorized agent of those Defendants. Vincent A. Jackson subsequently died as a result of the injuries sustained in this incident.

The Court finds that these wrongful death and survival actions were brought by Barbara P. Jackson¹, as Personal Representative of the Estate of Vincent A. Jackson, to recover monetary judgments for damages resulting from the death of Vincent A. Jackson.

¹ Barbara P. Jackson is the mother of Vincent A. Jackson.

Decedent's statutory beneficiary is his minor and only child, Jayden A. Jackson.² On or about March 31, 2016, this Court approved a settlement between Plaintiff and Defendants City of Bishopville and Bishopville Police Department.

The Court further finds that Government Employees Insurance Company (GEICO) provided underinsured motorist (UIM) coverage pursuant to policy number 4007842307 issued to Therel A. Jackson and Barbara P. Jackson, with limits of \$100,000.00/\$300,000.00, and that the 2002 Suzuki, driven by Vincent A. Jackson, was one of five covered vehicles listed under that UIM policy.

The Court finds that the issues of liability and damages on the part of the above-named Defendants, which, if found liable, would trigger at a minimum GEICO's obligation to pay benefits under its UIM coverage, are highly contested and the outcome of any trial or appeal is uncertain. Thus, the Court concludes that a partial settlement of and limitation of issues in these cases is in the best interests of all parties, including the Estate of Vincent A. Jackson and his statutory beneficiary and heir-at-law.

The Court has been advised that counsel for the parties have negotiated a partial settlement of and limitation of issues in this dispute. A copy of the partial settlement entitled "Stipulation and Agreement" is attached hereto and incorporated herein by this reference (hereinafter the "Agreement"). By their Agreement, the parties settle the issues of liability and damages related to the above-named Defendants for purposes of underinsured motorist (UIM) coverage. By their Agreement, the UIM coverage is conditioned, in part, upon the

² Vincent A. Jackson was not married to Jayden A. Jackson's mother, Jessica Wilson at the time of his death. Nor had he been married to her at any time prior thereto.

future determination of the issue of Vincent A. Jackson's residency at the time of his death. Without condition, however, GEICO will pay within 45 days of the execution of this Order the sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars to Plaintiff for the benefit of the Estate of Vincent A. Jackson and the statutory beneficiaries of the Decedent, which amount represents the underinsured motorist coverage limit of \$100,000.00 per person for the 2002 Suzuki vehicle involved in the January 17, 2014 incident giving rise to this litigation.

The Court has been also advised that the parties have further agreed that if it is ultimately determined by a final order, whether at trial or on appeal, that, at the time of the incident giving rise to the claims asserted by Plaintiff that Vincent A. Jackson was a resident of the household of the named insureds and his parents, Theral A. Jackson and Barbara P. Jackson, GEICO will pay Plaintiff the additional sum of an additional Four Hundred Thousand and 00/100 (\$400,000.00) dollars, which represents the \$100,000.00 per person UIM coverage limit for the each of the other four vehicles listed on the policy, but that if it is ultimately determined that Vincent Jackson did not qualify as a resident of the household of the named insureds and his parents, Theral A. Jackson and Barbara P. Jackson, GEICO will not pay Plaintiff any sum whatsoever other than the One Hundred Thousand and 00/100 (\$100,000.00) dollars paid pursuant to this Order and the Agreement.

A hearing was held in Sumter County on October 31, 2016 with counsel for the Plaintiff/Petitioner present along with Barbara P. Jackson, the Personal Representative. After hearing from Barbara P. Jackson, the Personal Representative, it is clear that she wishes this partial settlement and limitation of issues to be approved and that she is fully aware that upon

the execution of the Stipulation and Agreement she forfeits any right to recover any money from GEICO, except under the conditions set forth in the Agreement.

Further, as requested by Plaintiff/Petitioner, the Court approves the attorney's fees and costs as set forth in the Petition and finds them to be reasonable.

NOW THEREFORE, based upon the verified petition, the evidence at hearing, the Agreement, and the Court's files in these civil actions,

IT IS ORDERED, ADJUDGED, AND DECREED that the Court approves the Stipulation and Agreement between GEICO and Barbara P. Jackson, as Personal Representative of for the Estate of Vincent A. Jackson and that the terms and conditions set forth therein are incorporated into this Order and made part of this Order by this reference.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Petitioner, Plaintiff Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, is hereby authorized and directed to execute the Stipulation and Agreement and such other documents as may be necessary, if any, to give effect to the Stipulation and Agreement as approved in this Order, including the payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) to Plaintiff Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, in partial settlement of claims for UIM benefits in the wrongful death and survival actions, and an agreement that GEICO will pay an additional Four Hundred Thousand and 00/100 (\$400,000.00) dollars to Plaintiff and nothing more, should it ultimately be determined that Vincent A. Jackson was a resident of the household of the named insureds and his parents, Theral A. Jackson and Barbara P. Jackson, at 9 Brown Street, Sumter, South Carolina at the time of the traffic collision giving rise to the wrongful

death and survival actions, but that GEICO will pay nothing more, aside from the \$100,000.00 UIM payment for the 2002 Suzuki vehicle approved by this Order, if it is determined that Vincent A. Jackson was not a resident of his parents' house at 9 Brown Street, Sumter, South Carolina at the time of his death.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that other than the payments described above, GEICO shall not have any obligation to satisfy any unpaid medical bills and/or funeral bills nor to satisfy any liens and/or subrogation interests of any health care providers or insurance providers.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the attorneys' fees including costs and expenses in the amount of Thirty-Four Thousand One Hundred Eighty-nine and 19/100 Dollars (\$34,189.81), which are based on the fee agreement between the Plaintiff/Petitioner and her counsel, are approved and that Plaintiff, Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, may use a portion of the partial settlement proceeds to pay litigation expenses associated with the further pursuit of resident relative benefits from GEICO for UIM coverage on the other four vehicles covered under the insurance policy issued by GEICO to named insureds and his parents, Tharel A. Jackson and Barbara P. Jackson.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, specifically does not release and expressly preserves her right to pursue recovery of UIM insurance coverage associated with each of the remaining four vehicles listed on the policy (other than the 2002 Suzuki), as provided in the parties' Agreement.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, shall abide by all applicable laws regarding the distribution of the proceeds of this settlement, including the appointment of any guardian or conservator or, in the discretion of the Personal Representative pursuant to the advice of counsel, the operation of any trust designed to protect the interests of the minor beneficiary, Jayden Jackson. The Defendants are not responsible for the proper application of the statutory law in this regard.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff and GEICO are each responsible for their respective attorneys' fees and costs related to these civil actions to date and that Plaintiff and GEICO shall also be responsible for their own costs, litigation expenses, and attorneys' fees for any future expenditures associated with litigating the issue of Vincent A. Jackson's residency at the time of his death.

AND IT IS SO ORDERED


 Presiding Judge, Third Judicial Circuit

This 31 Day of Oct, 2016
 Sumter, South Carolina

Exhibit A

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

STIPULATION AND AGREEMENT

Government Employees Insurance Company (hereinafter “GEICO”) as the purported Underinsured Motorist (“UIM”) insurance carrier for the deceased Vincent A. Jackson and Plaintiff Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson (hereinafter “The Jackson Estate”) desire to stipulate to the value of all claims, whether based in a cause of action for wrongful death or under the survival statute, that The Jackson Estate may have as a result of an automobile collision with Officer Roneia Conyers of the Bishopville Police Department driving a police vehicle on Highway 15 in Sumter County, South Carolina (the “Collision”) on or about January 17, 2014, resulting in Mr. Jackson’s injury and ultimate death. This stipulation is beneficial to both parties hereto (the “Parties”) because, in part, it eliminates the need for The Jackson Estate to continue to prosecute two lawsuits (one for wrongful death and the other based on claims asserted under the survival statute) against the City of Bishopville and Bishopville Police Department (hereinafter “The Defendants”) for the purpose of establishing liability and damages as would be otherwise required to collect the underinsured motorist benefits to which The Jackson Estate claims entitlement.

Therefore, the Parties stipulate and agree as follows:

1. The damages sustained by The Jackson Estate arising out of the Collision meet or exceed the total amount of the settlements¹ previously paid to The Jackson Estate and all Underinsured Motorist insurance coverage potentially available under the GEICO automobile insurance policy issued to Theryl A. Jackson and Barbara Jackson, policy number 4007-84-

¹ The Jackson Estate entered into a Covenant Not to Execute with The Defendants that *inter alia* specifically preserved its right to pursue claims to collect any available insurance coverage, including, without limitation, Underinsured Motorist insurance coverage under The Policy.

23-07 (hereinafter "The Policy"). The only potentially applicable coverage available to The Jackson Estate from The Policy is Underinsured Motorist coverage in the amount of \$100,000 per person. Five vehicles are insured by The Policy for a total potentially available amount of \$500,000 in Underinsured Motorist coverage. A trial for the purposes of establishing the liability of the Defendants and the exact amount of The Jackson Estate's damages is unnecessary, as a result of GEICO's agreements herein.

2. Notwithstanding anything contained herein to the contrary, not later than forty-five days after the execution of this Stipulation and Agreement, GEICO will pay to The Jackson Estate One Hundred Thousand and 00/100 (\$100,000.00) dollars, which represents a single \$100,000 per person Underinsured Motorist coverage limit for one of five vehicles listed on The Policy.

3. In the event it is ultimately determined by a final order, whether at trial or on appeal, that, at the time of the Collision, Vincent Jackson resided in the household of his Parents, Theres A. Jackson and Barbara Jackson, said household being located at 9 Brown Street, Sumter, South Carolina, GEICO will pay The Jackson Estate the total sum of an additional Four Hundred Thousand and 00/100 (\$400,000.00) dollars, which represents a \$100,000 per person Underinsured Motorist coverage limit for the remaining four vehicles listed on the policy, as and for, exclusively, any and all recoverable damages asserted as a result of or in any way arising from any of The Jackson Estate's claims for any benefits under the GEICO policy and arising out of the Collision, including, but not limited to, any and all pre- or post-judgment interest, attorney's fees and costs. It is the expressed intent of all parties to this Stipulation and Agreement that GEICO will pay no more than \$400,000.00 if there is a determination that Vincent Jackson resided at 9 Brown Street at the time of the Collision. However, in the event it is

ultimately determined that Vincent Jackson did not reside in the household of his Parents Tharel A. Jackson and Barbara Jackson, at 9 Brown Street, Sumter, South Carolina, GEICO will not pay The Jackson Estate any sum whatsoever aside from the One Hundred Thousand and 00/100 (\$100,000.00) dollars referenced in Paragraph 2 of this Stipulation and Agreement.

4. The Parties agree that the determination of the insurance coverage issues referenced in this agreement shall be governed by South Carolina law.

5. The Parties agree to seek a prompt resolution of GEICO's challenge to Plaintiff's assertion that Mr. Jackson was a resident on January 17, 2014 of his Parents' home at 9 Brown Street, Sumter, South Carolina.

6. GEICO further agrees that in consideration of the above stipulation, the Jackson Estate will not need to prosecute the separate actions that are already pending to determine liability and damages against the City of Bishopville and Bishopville Police Department in order to assert claims and be entitled to receive payment for The Jackson Estate's claims against GEICO for Underinsured Motorist Coverage.

7. The Parties further agree that they have different preferences and views as to the procedure to use for resolving the residency issue. Consequently, as part of their agreement, each Party specifically reserves the right to assert in any case or proceedings that they deem appropriate the question of Mr. Jackson's residency at the time of his death. As of this writing, GEICO plans to assert that its pending declaratory judgment action, *Government Employees Insurance Company, Plaintiff, vs. Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, Defendants* (Civil Action No. 2016-CP-43-01521) is the proper case in which to decide this issue, and the Jackson Estate reserves the right to assert in a proceeding different from GEICO's aforementioned declaratory judgment action or in the pending cases

bearing Civil Action Nos. 2014-CP-34-2399 and 2014-CP-34-2400, that one or both of these cases are the appropriate cases in which to resolve the single question remaining after the execution of this Stipulation and Agreement, that is, the question of Mr. Jackson's residency at the time of his death.

8. The Jackson Estate further agrees that in consideration of the above Stipulation and Agreement it forgoes the right to institute any action or make any motion or other claim against GEICO concerning the handling of this claim including but not limited to claims for breach of contract, bad faith refusal to pay benefits, or any other cause of action for extra contractual damages allowed for by the law of South Carolina. The Jackson Estate hereby foregoes any claim to any funds, benefits or obligations from GEICO related to the Jackson Estate's claim for UIM coverage and payments in connection with the Collision aside from those set forth herein.

9. This Stipulation and Agreement constitutes the entire agreement of the Parties. Any amendments to the Stipulation and Agreement must be in writing.

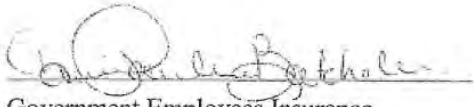
10. The Parties agree that either party may enforce this agreement should the other party breach same by civil action in Sumter County Circuit Court in the state of South Carolina. If a party breaches its obligation under this agreement, the opposing party will be entitled to its reasonable attorneys' fees and litigation expenses if civil action is brought and results in recovery for the non-breaching party. This Agreement shall inure to the benefit of the heirs, successors, and assigns of the respective parties. If any provision of this agreement is determined to be unenforceable for any reasons, the remaining provisions shall nevertheless continue to be enforceable.

11. Pursuant to S.C. Code Ann. § 15-51-41, the Parties agree to submit this

Stipulation and Agreement to the Sumter County Circuit Court for approval.

The Parties hereby SO STIPULATE AND AGREE.

Barbara Jackson, as Personal Representative
For the Estate of Vincent A. Jackson

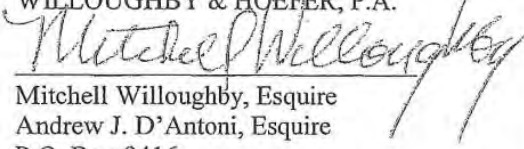

Government Employees Insurance
Company

By: John P. Baskelor

Its: _____

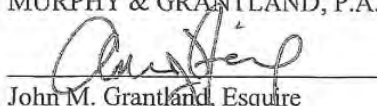
I SO STIPULATE:

WILLOUGHBY & HOEFER, P.A.


Mitchell Willoughby, Esquire
Andrew J. D'Antoni, Esquire
P.O. Box 8416
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(803) 252-3300
Co-Counsel for the Estate of Vincent Jackson

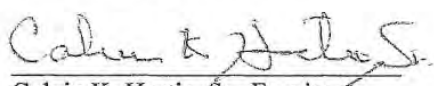
I SO STIPULATE:

MURPHY & GRANTLAND, P.A.


John M. Grantland, Esquire
Adam J. Neil, Esquire
P.O. Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Attorneys for Government Employees Insurance Company

I SO STIPULATE:

HASTIE LAW FIRM


Calvin K. Hastie, Sr., Esquire
7 East Hampton Street
Sumter, South Carolina 29150
(803) 774-7776
Co-Counsel for the Estate of Vincent Jackson

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

) IN THE COURT OF COMMON PLEAS
) FOR THE THIRD JUDICIAL CIRCUIT
)
)

**GOVERNMENT EMPLOYEES
INSURANCE COMPANY,**

C/A No. 2016-CP-43-01521

Plaintiff,

v.

**NOTICE OF MOTION AND
MOTION TO DISMISS**

**BARBARA P. JACKSON, AS
PERSONAL REPRESENTATIVE FOR
THE ESTATE OF VINCENT A.
JACKSON,**

Defendant.

**TO: PLAINTIFF GOVERNMENT EMPLOYEES INSURANCE COMPANY, BY AND
THROUGH ITS COUNSEL OF RECORD ADAM J. NEIL, ESQ.**

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 12 of the South Carolina Rules of Civil Procedure, Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, will move before the presiding judge for the Third Judicial Circuit, Sumter County Courthouse, 215 N. Harvin Street, Sumter, SC 29150 on the tenth (10th) day after service hereof, or as soon as counsel may be heard, for an order dismissing the above-captioned action for the reasons set forth hereinbelow.

Defendant Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson ("Jackson Estate"), moves this Court to dismiss this action pursuant to Rule 12(b)(6) and (8) of the South Carolina Rules of Civil Procedure ("SCRCP"), respectfully showing as follows:

1. Other actions between the same parties are already pending before this Court, namely, a wrongful death action, bearing Civil Action No. 2014-CP-43-2399, and a survival action bearing Civil Action No. 2014-CP-43-2400.

2. The wrongful death and survival actions and this case arise from a January 17, 2014 traffic collision between City of Bishopville Police Officer Roniea Conyers and Vincent A. Jackson ("Mr. Jackson") in Sumter County, South Carolina (the "Collision"). Mr. Jackson died as a result of the injuries he sustained in the Collision. The 2002 Suzuki driven by Mr. Jackson at the time of the collision was insured under Government Employees Insurance Company ("GEICO") Policy No. 4007-84-23-07 (the "Policy"). The Policy provided \$100,000/\$300,000 in UIM coverage for said 2002 Suzuki and four other uninvolved vehicles.

3. It was apparent early in the course of the pre-filing investigation that the damages resulting from the Collision would exceed the limitations on recovery against the City of Bishopville and Bishopville Police Department ("Bishopville Defendants") under South Carolina Tort Claims Act, S.C. Code Ann. 15-78-10, *et seq.* ("Tort Claims Act"). Therefore, counsel for the Jackson Estate sent a letter to GEICO, dated August 1, 2014, putting it on notice of UIM claims under GEICO Policy No. 4007-84-23-07.

4. On November 7, 2014, the wrongful death and survival actions were filed for the benefit of Mr. Jackson's young child, sole heir, and sole beneficiary, Jayden, who was born with various birth defects and disabilities, requiring multiple corrective medical procedures and continuing treatment.

5. On January 29, 2015, pursuant to S.C. Code Ann. §§ 38-5-70 and 38-77-160, Director Ray Farmer, South Carolina Department of Insurance, as agent for service of process for GEICO, was served with a copy of the pleadings in the wrongful death and survival actions.

6. Thereafter, on February 9, 2016, GEICO became a party to the wrongful death and survival actions by entering its Notice of Appearance in connection with GEICO Policy No. 4007-84-23-07, including the applicability of UIM coverage with regard to the Pending Actions.

7. Written discovery was exchanged among the parties (including GEICO) in the wrongful death and survival actions. On August 7, 2015, Bishopville police officer Roniea Conyers was deposed; counsel for the Bishopville Defendants and GEICO were both present.

8. Following additional discovery and after further negotiations with opposing counsel for the Bishopville Defendants, the Jackson Estate and the Bishopville Defendants agreed to a settlement and covenant not to execute. Thereafter, on March 31, 2016, upon petition filed by the Jackson Estate pursuant to S.C. Code Ann. § 15-51-41, this Court approved the agreement between the Jackson Estate and the Bishopville Defendants. The Bishopville Defendants settled the wrongful death action at the statutory limit of \$300,000.00 under the Tort Claims Act. The related survival action was settled for \$50,000.00. The settlement and order, dated March 31, 2016, approving same expressly preserved the Jackson Estate's right to, *inter alia*, pursue any available insurance coverage, including UIM coverage under GEICO Policy No. 4007-84-23-07. GEICO was on notice of and its counsel was present at the hearing approving the settlement and covenant not to execute between the Jackson Estate and the Bishopville Defendants.

9. Following the issuance and filing of the Court's March 31, 2016 order approving the settlement and covenant not to execute between the Jackson Estate and the Bishopville Defendants, GEICO "stepped in the shoes" of the Bishopville Defendants pursuant to S.C. Code Ann. § 38-77-160 and assumed the primary defense of the wrongful death and survival actions.

10. In addition to its participation in the earlier discovery in these prior pending cases, on July 7, 2016, GEICO took the deposition of Jessica Wilson, mother of Mr. Jackson's only son, sole heir, and sole beneficiary, Jayden, in the wrongful death and survival actions. The questions posed during Jessica Wilson's deposition related to the issue of Mr. Jackson's residency at the time of the Collision, with GEICO reserving the right to depose Ms. Wilson on liability and

damages issues if these issues were not resolved through the parties on-going settlement negotiations.

11. On July 13, 2016, GEICO issued numerous third-party subpoenas in the wrongful death and survival actions directed to various entities seeking information solely related to the issue of Mr. Jackson's residency at the time of the Collision.

12. On August 5, 2016, GEICO served Requests to Admit in the wrongful death and survival actions. Virtually all requests pertained strictly to the issue of Mr. Jackson's residency at the time of the Collision. Counsel for GEICO graciously provided an extension to the Jackson Estate to respond to these requests.

13. While the wrongful death and survival actions were being actively litigated and the parties were in negotiations regarding liability issues pending a jury trial scheduled for a date certain on November 14, 2016, GEICO filed, on August 12, 2016, this separate declaratory judgment action, seeking a determination of Mr. Jackson's residency at the time of the Collision and its obligations to pay UIM coverage under GEICO Policy No. 4007-84-23-07.

14. After further negotiations, GEICO and the Jackson Estate agreed to a stipulation and agreement with regard to UIM coverage under GEICO Policy No. 4007-84-23-07 arising out of the Collision. Under the terms of the stipulation and agreement, GEICO agreed to pay Plaintiff the \$100,000.00 policy limit in UIM coverage on the 2002 Suzuki without condition while reserving the right to litigate the sole issue of Mr. Jackson's residency at the time of his death. The parties agreed that if it is determined in a final court order that Mr. Jackson was a resident relative of the named insureds, his parents, Tharel Jackson and Barbara Jackson, at 9 Brown Street in Sumter, South Carolina at the time of the Collision, then GEICO is obligated to pay an additional \$400,000.00, representing the policy limits of UIM coverage on each of the four uninvolved

vehicles. The stipulation and agreement also reserved the Jackson Estate's right to assert in the wrongful death or survival action that one or both of these cases is the proper case to resolve the sole remaining issue of Mr. Jackson's residency at the time of the Collision.

15. On October 31, 2016, upon petition filed by the Jackson Estate pursuant to S.C. Code Ann. § 15-51-41, an Order Approving Settlement was issued in the wrongful death and survival actions approving the stipulation and agreement between the Jackson Estate and GEICO. The terms and conditions in said stipulation and agreement between the Jackson Estate and GEICO were incorporated into the Court's Order, dated October 31, 2016, by express reference.¹

16. By this Motion, Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, seeks the dismissal of this declaratory judgment action on the grounds that other actions—namely, the wrongful death and survival actions—are pending between the same parties for the same claim, which is a determination by a jury on all questions of fact regarding the sole remaining issue of Mr. Jackson's residency at the time of the Collision.

17. Rule 12(b)(8), SCRCP provides for the dismissal of a later action, where it involves the same parties and is based upon the same facts and circumstances as the earlier action(s). *Corbett v. City of Myrtle Beach, S.C.*, 336 S.C. 601, 609, 521 S.E.2d 276 (Ct.App. 1999). Further, our "courts will **not** entertain an action for declaratory judgment if there is pending, at the time the action is commenced, another action between the same parties in which the same issues presented in the action for declaratory judgment **can be adjudicated**." *Wessinger v. Rauch*, 288 S.C. 157, 160, 341 S.E.2d 643, 644 (Ct. App. 1986) (emphasis added).

18. GEICO raised the issue of residency throughout the prior pending actions for wrongful death and survival. None of the GEICO-initiated discovery in those cases had any

¹ The October 31, 2016 order is attached hereto and incorporated herein as Exhibit A.

relevancy to the issues of liability and damages arising from the Collision. Such residency-related discovery would have been improper under Rule 26(b)(1), SCRCP, had Mr. Jackson's residency *not* already been at issue in the wrongful death and survival action. Thus, GEICO is estopped by its conduct in the wrongful death and survival actions from denying that it was a party to those actions and/or that Mr. Jackson's residency was not at issue in those actions.

19. Following the entry of the October 31, 2016 Order Approving Settlement, GEICO paid the Jackson Estate \$100,000 in UIM benefits pursuant to the Policy. The October 31, 2016 Order Approving Settlement also provided that GEICO will pay the Jackson Estate an additional \$400,000 in "stacked" UIM benefits if Mr. Jackson's residency is established.

20. For over two years, GEICO has been and is a party to the wrongful death and survival actions, has submitted without objection to the jurisdiction of the Court in those actions, has defended itself on both the issues of liability and UIM coverage in those lawsuits. As a result of the October 31, 2016 Order Approving Settlement, which was agreed to by GEICO, the issues in the wrongful death and survival actions have been narrowed to the sole issue of Mr. Jackson's residency.

21. This declaratory judgment proceeding also raises the issue of Mr. Jackson's residency. *See* GEICO Complaint at ¶ 18.

22. Since the residency question has already been raised and litigated in the earlier filed wrongful death and survival actions, there is no need for yet another lawsuit on this same issue. Rather, this later filed action must be dismissed pursuant to Rule 12(b)(8), SCRCP. Indeed, the issue of Mr. Jackson's residency "can be adjudicated" in the prior pending wrongful death and survival actions where the issue has already been raised by GEICO. *Wessinger*, 288 S.C. at 160, 341 S.E.2d at 644. Moreover, issues pertaining to coverage under GEICO Policy No. 4007-84-

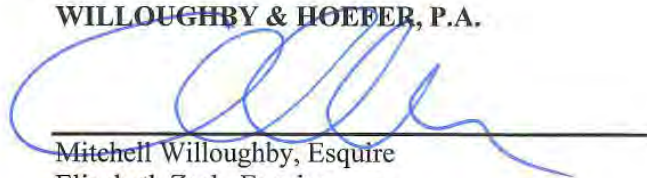
23-07 are barred on grounds of *res judicata*, as matters of coverage have already been resolved by the Court's prior order, dated October 31, 2016, leaving only the single issue of Vincent A. Jackson's residency at the time of death remaining to be determined.

This Motion is based upon the South Carolina Rules of Civil Procedure, applicable law, documents attached hereto, and any memorandum or memoranda of law that may be submitted by the Jackson Estate at or before the hearing on this motion or any other materials or matters the Court may permit to be presented at the hearing on this matter.

WHEREFORE, Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, prays for that this action be dismissed on grounds of Rule 12(b)(8), SCRCPP, the existence of a prior pending action wherein the single issue in this case may be adjudicated, and *res judicata*, as coverage under GEICO Policy No. 4007-84-23-07 has been adjudicated by the Court's prior order, dated October 31, 2016, and for such other and further relief as is just, equitable, and proper.

Respectfully Submitted,

WILLOUGHBY & HOEFER, P.A.



Mitchell Willoughby, Esquire
Elizabeth Zeck, Esquire
Andrew J. D'Antoni, Esquire
P.O. Box 8416
930 Richland Street
Columbia, South Carolina 29202

HASTIE LAW FIRM
Calvin Hastie, Sr., Esquire
7 E. Hampton Avenue
Sumter, South Carolina 29150

This 20th day of January, 2017
Sumter, South Carolina

EXHIBIT A TO MOTION

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

Case Nos. 2014-CP-~~34~~2399 / 2014-CP-~~34~~2400

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

City of Bishopville and Bishopville Police
Department,

PLAINTIFF

DEFENDANT(S)

Submitted by: Mitchell Willoughby, Esq., Co-Counsel for Plaintiff,
and Calvin Hastie, Esq., Co-Counsel for Plaintiff

Attorney for : ☒ Plaintiff ☐ Defendant
Or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT.
☐ DECISION BY THE COURT. ☐
☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a),
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify
arbitration award; ☐ Other

- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR
ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order ☐ Statement of Judgment by the Court

ORDER INFORMATION

This order ☐ ends ☒ does not end the case. Order Approving Settlement

Additional Information for the Clerk : See additional information on Page 2.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount
should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this
form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest
or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the
clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the appropriate attorney's box on this appearing pro se) as follows:

day of _____, and a copy mailed first class or placed in the day of _____ to attorneys of record or to parties (when

Mitchell Willoughby, Esq.
Elizabeth Zeck, Esq.
Andrew J. D'Antoni, Esq.
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P.O. Box 8416
Columbia, SC 29202

John M. Grantland, Esq.
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Calvin Hastie, Esq.
Hastie Law Firm
7 East Hampton Street
Sumter, SC 29150

ATTORNEY(S) FOR PLAINTIFF

**ATTORNEY(S) FOR GOVERNMENT
EMPLOYEES INSURANCE COMPANY**

CLERK OF COURT

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.**

This Order Approving Settlement approves the Stipulation and Agreement entered into between Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, and Government Employees Insurance Company (GEICO) in connection with both the above-captioned cases, bearing Civil Action Nos. 2014-CP-~~34~~2399 and 2014-CP-~~34~~2400. This Order does not end the aforesaid cases.

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FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

RECORDED

2016 OCT 31 PM 3:14

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

JAMES L. SAUNDERS, CLERK OF COURT
SUMTER COUNTY, S.C.) IN THE COURT OF COMMON PLEAS

**Barbara P. Jackson, as Personal
Representative of the Estate of Vincent A.
Jackson,**

) Docket Number:
) 2014-CP-43-2399; 2014-CP-43-2400

Plaintiff,

vs.

ORDER APPROVING SETTLEMENT

**City of Bishopville and Bishopville Police
Department,**

Defendants.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sherry H. Hester
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

THIS MATTER comes before the Court on the Petition of Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson. It appears that on or about January 17, 2014, on US 15 in Sumter County, South Carolina, an incident occurred involving a 2002 Suzuki vehicle owned by Therel A. Jackson and operated by the Decedent Vincent A. Jackson and a vehicle owned by Defendants City of Bishopville and/or Bishopville Police Department and operated by an authorized agent of those Defendants. Vincent A. Jackson subsequently died as a result of the injuries sustained in this incident.

The Court finds that these wrongful death and survival actions were brought by Barbara P. Jackson¹, as Personal Representative of the Estate of Vincent A. Jackson, to recover monetary judgments for damages resulting from the death of Vincent A. Jackson.

¹ Barbara P. Jackson is the mother of Vincent A. Jackson.

Decedent's statutory beneficiary is his minor and only child, Jayden A. Jackson.² On or about March 31, 2016, this Court approved a settlement between Plaintiff and Defendants City of Bishopville and Bishopville Police Department.

The Court further finds that Government Employees Insurance Company (GEICO) provided underinsured motorist (UIM) coverage pursuant to policy number 4007842307 issued to Theryl A. Jackson and Barbara P. Jackson, with limits of \$100,000.00/\$300,000.00, and that the 2002 Suzuki, driven by Vincent A. Jackson, was one of five covered vehicles listed under that UIM policy.

The Court finds that the issues of liability and damages on the part of the above-named Defendants, which, if found liable, would trigger at a minimum GEICO's obligation to pay benefits under its UIM coverage, are highly contested and the outcome of any trial or appeal is uncertain. Thus, the Court concludes that a partial settlement of and limitation of issues in these cases is in the best interests of all parties, including the Estate of Vincent A. Jackson and his statutory beneficiary and heir-at-law.

The Court has been advised that counsel for the parties have negotiated a partial settlement of and limitation of issues in this dispute. A copy of the partial settlement entitled "Stipulation and Agreement" is attached hereto and incorporated herein by this reference (hereinafter the "Agreement"). By their Agreement, the parties settle the issues of liability and damages related to the above-named Defendants for purposes of underinsured motorist (UIM) coverage. By their Agreement, the UIM coverage is conditioned, in part, upon the

² Vincent A. Jackson was not married to Jayden A. Jackson's mother, Jessica Wilson at the time of his death. Nor had he been married to her at any time prior thereto.

future determination of the issue of Vincent A. Jackson's residency at the time of his death. Without condition, however, GEICO will pay within 45 days of the execution of this Order the sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars to Plaintiff for the benefit of the Estate of Vincent A. Jackson and the statutory beneficiaries of the Decedent, which amount represents the underinsured motorist coverage limit of \$100,000.00 per person for the 2002 Suzuki vehicle involved in the January 17, 2014 incident giving rise to this litigation.

The Court has been also advised that the parties have further agreed that if it is ultimately determined by a final order, whether at trial or on appeal, that, at the time of the incident giving rise to the claims asserted by Plaintiff that Vincent A. Jackson was a resident of the household of the named insureds and his parents, Theral A. Jackson and Barbara P. Jackson, GEICO will pay Plaintiff the additional sum of an additional Four Hundred Thousand and 00/100 (\$400,000.00) dollars, which represents the \$100,000.00 per person UIM coverage limit for the each of the other four vehicles listed on the policy, but that if it is ultimately determined that Vincent Jackson did not qualify as a resident of the household of the named insureds and his parents, Theral A. Jackson and Barbara P. Jackson, GEICO will not pay Plaintiff any sum whatsoever other than the One Hundred Thousand and 00/100 (\$100,000.00) dollars paid pursuant to this Order and the Agreement.

A hearing was held in Sumter County on October 31, 2016 with counsel for the Plaintiff/Petitioner present along with Barbara P. Jackson, the Personal Representative. After hearing from Barbara P. Jackson, the Personal Representative, it is clear that she wishes this partial settlement and limitation of issues to be approved and that she is fully aware that upon

the execution of the Stipulation and Agreement she forfeits any right to recover any money from GEICO, except under the conditions set forth in the Agreement.

Further, as requested by Plaintiff/Petitioner, the Court approves the attorney's fees and costs as set forth in the Petition and finds them to be reasonable.

NOW THEREFORE, based upon the verified petition, the evidence at hearing, the Agreement, and the Court's files in these civil actions,

IT IS ORDERED, ADJUDGED, AND DECREED that the Court approves the Stipulation and Agreement between GEICO and Barbara P. Jackson, as Personal Representative of for the Estate of Vincent A. Jackson and that the terms and conditions set forth therein are incorporated into this Order and made part of this Order by this reference.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Petitioner, Plaintiff Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, is hereby authorized and directed to execute the Stipulation and Agreement and such other documents as may be necessary, if any, to give effect to the Stipulation and Agreement as approved in this Order, including the payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) to Plaintiff Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, in partial settlement of claims for UIM benefits in the wrongful death and survival actions, and an agreement that GEICO will pay an additional Four Hundred Thousand and 00/100 (\$400,000.00) dollars to Plaintiff and nothing more, should it ultimately be determined that Vincent A. Jackson was a resident of the household of the named insureds and his parents, Theral A. Jackson and Barbara P. Jackson, at 9 Brown Street, Sumter, South Carolina at the time of the traffic collision giving rise to the wrongful

death and survival actions, but that GEICO will pay nothing more, aside from the \$100,000.00 UIM payment for the 2002 Suzuki vehicle approved by this Order, if it is determined that Vincent A. Jackson was not a resident of his parents' house at 9 Brown Street, Sumter, South Carolina at the time of his death.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that other than the payments described above, GEICO shall not have any obligation to satisfy any unpaid medical bills and/or funeral bills nor to satisfy any liens and/or subrogation interests of any health care providers or insurance providers.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the attorneys' fees including costs and expenses in the amount of Thirty-Four Thousand One Hundred Eighty-nine and 19/100 Dollars (\$34,189.81), which are based on the fee agreement between the Plaintiff/Petitioner and her counsel, are approved and that Plaintiff, Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, may use a portion of the partial settlement proceeds to pay litigation expenses associated with the further pursuit of resident relative benefits from GEICO for UIM coverage on the other four vehicles covered under the insurance policy issued by GEICO to named insureds and his parents, Tharel A. Jackson and Barbara P. Jackson.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff, Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, specifically does not release and expressly preserves her right to pursue recovery of UIM insurance coverage associated with each of the remaining four vehicles listed on the policy (other than the 2002 Suzuki), as provided in the parties' Agreement.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson, shall abide by all applicable laws regarding the distribution of the proceeds of this settlement, including the appointment of any guardian or conservator or, in the discretion of the Personal Representative pursuant to the advice of counsel, the operation of any trust designed to protect the interests of the minor beneficiary, Jayden Jackson. The Defendants are not responsible for the proper application of the statutory law in this regard.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff and GEICO are each responsible for their respective attorneys' fees and costs related to these civil actions to date and that Plaintiff and GEICO shall also be responsible for their own costs, litigation expenses, and attorneys' fees for any future expenditures associated with litigating the issue of Vincent A. Jackson's residency at the time of his death.

AND IT IS SO ORDERED



Presiding Judge, Third Judicial Circuit

This 31 Day of Oct, 2016
Sumter, South Carolina

Exhibit A

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER) STIPULATION AND AGREEMENT

Government Employees Insurance Company (hereinafter “GEICO”) as the purported Underinsured Motorist (“UIM”) insurance carrier for the deceased Vincent A. Jackson and Plaintiff Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson (hereinafter “The Jackson Estate”) desire to stipulate to the value of all claims, whether based in a cause of action for wrongful death or under the survival statute, that The Jackson Estate may have as a result of an automobile collision with Officer Roneia Conyers of the Bishopville Police Department driving a police vehicle on Highway 15 in Sumter County, South Carolina (the “Collision”) on or about January 17, 2014, resulting in Mr. Jackson’s injury and ultimate death. This stipulation is beneficial to both parties hereto (the “Parties”) because, in part, it eliminates the need for The Jackson Estate to continue to prosecute two lawsuits (one for wrongful death and the other based on claims asserted under the survival statute) against the City of Bishopville and Bishopville Police Department (hereinafter “The Defendants”) for the purpose of establishing liability and damages as would be otherwise required to collect the underinsured motorist benefits to which The Jackson Estate claims entitlement.

Therefore, the Parties stipulate and agree as follows:

1. The damages sustained by The Jackson Estate arising out of the Collision meet or exceed the total amount of the settlements¹ previously paid to The Jackson Estate and all Underinsured Motorist insurance coverage potentially available under the GEICO automobile insurance policy issued to Therel A. Jackson and Barbara Jackson, policy number 4007-84-

¹ The Jackson Estate entered into a Covenant Not to Execute with The Defendants that *inter alia* specifically preserved its right to pursue claims to collect any available insurance coverage, including, without limitation, Underinsured Motorist insurance coverage under The Policy.

23-07 (hereinafter "The Policy"). The only potentially applicable coverage available to The Jackson Estate from The Policy is Underinsured Motorist coverage in the amount of \$100,000 per person. Five vehicles are insured by The Policy for a total potentially available amount of \$500,000 in Underinsured Motorist coverage. A trial for the purposes of establishing the liability of the Defendants and the exact amount of The Jackson Estate's damages is unnecessary, as a result of GEICO's agreements herein.

2. Notwithstanding anything contained herein to the contrary, not later than forty-five days after the execution of this Stipulation and Agreement, GEICO will pay to The Jackson Estate One Hundred Thousand and 00/100 (\$100,000.00) dollars, which represents a single \$100,000 per person Underinsured Motorist coverage limit for one of five vehicles listed on The Policy.

3. In the event it is ultimately determined by a final order, whether at trial or on appeal, that, at the time of the Collision, Vincent Jackson resided in the household of his Parents, Theres A. Jackson and Barbara Jackson, said household being located at 9 Brown Street, Sumter, South Carolina, GEICO will pay The Jackson Estate the total sum of an additional Four Hundred Thousand and 00/100 (\$400,000.00) dollars, which represents a \$100,000 per person Underinsured Motorist coverage limit for the remaining four vehicles listed on the policy, as and for, exclusively, any and all recoverable damages asserted as a result of or in any way arising from any of The Jackson Estate's claims for any benefits under the GEICO policy and arising out of the Collision, including, but not limited to, any and all pre- or post-judgment interest, attorney's fees and costs. It is the expressed intent of all parties to this Stipulation and Agreement that GEICO will pay no more than \$400,000.00 if there is a determination that Vincent Jackson resided at 9 Brown Street at the time of the Collision. However, in the event it is

ultimately determined that Vincent Jackson did not reside in the household of his Parents Thereel A. Jackson and Barbara Jackson, at 9 Brown Street, Sumter, South Carolina, GEICO will not pay The Jackson Estate any sum whatsoever aside from the One Hundred Thousand and 00/100 (\$100,000.00) dollars referenced in Paragraph 2 of this Stipulation and Agreement.

4. The Parties agree that the determination of the insurance coverage issues referenced in this agreement shall be governed by South Carolina law.

5. The Parties agree to seek a prompt resolution of GEICO's challenge to Plaintiff's assertion that Mr. Jackson was a resident on January 17, 2014 of his Parents' home at 9 Brown Street, Sumter, South Carolina.

6. GEICO further agrees that in consideration of the above stipulation, the Jackson Estate will not need to prosecute the separate actions that are already pending to determine liability and damages against the City of Bishopville and Bishopville Police Department in order to assert claims and be entitled to receive payment for The Jackson Estate's claims against GEICO for Underinsured Motorist Coverage.

7. The Parties further agree that they have different preferences and views as to the procedure to use for resolving the residency issue. Consequently, as part of their agreement, each Party specifically reserves the right to assert in any case or proceedings that they deem appropriate the question of Mr. Jackson's residency at the time of his death. As of this writing, GEICO plans to assert that its pending declaratory judgment action, *Government Employees Insurance Company, Plaintiff, vs. Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, Defendants* (Civil Action No. 2016-CP-43-01521) is the proper case in which to decide this issue, and the Jackson Estate reserves the right to assert in a proceeding different from GEICO's aforementioned declaratory judgment action or in the pending cases

bearing Civil Action Nos. 2014-CP-34-2399 and 2014-CP-34-2400, that one or both of these cases are the appropriate cases in which to resolve the single question remaining after the execution of this Stipulation and Agreement, that is, the question of Mr. Jackson's residency at the time of his death.

8. The Jackson Estate further agrees that in consideration of the above Stipulation and Agreement it forgoes the right to institute any action or make any motion or other claim against GEICO concerning the handling of this claim including but not limited to claims for breach of contract, bad faith refusal to pay benefits, or any other cause of action for extra contractual damages allowed for by the law of South Carolina. The Jackson Estate hereby foregoes any claim to any funds, benefits or obligations from GEICO related to the Jackson Estate's claim for UIM coverage and payments in connection with the Collision aside from those set forth herein.

9. This Stipulation and Agreement constitutes the entire agreement of the Parties. Any amendments to the Stipulation and Agreement must be in writing.

10. The Parties agree that either party may enforce this agreement should the other party breach same by civil action in Sumter County Circuit Court in the state of South Carolina. If a party breaches its obligation under this agreement, the opposing party will be entitled to its reasonable attorneys' fees and litigation expenses if civil action is brought and results in recovery for the non-breaching party. This Agreement shall inure to the benefit of the heirs, successors, and assigns of the respective parties. If any provision of this agreement is determined to be unenforceable for any reasons, the remaining provisions shall nevertheless continue to be enforceable.

11. Pursuant to S.C. Code Ann. § 15-51-41, the Parties agree to submit this

Stipulation and Agreement to the Sumter County Circuit Court for approval.

The Parties hereby SO STIPULATE AND AGREE.

Barbara Jackson, as Personal Representative
For the Estate of Vincent A. Jackson

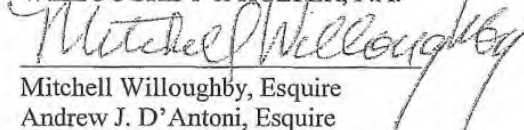

Government Employees Insurance
Company

By: Tracie P. Butchelor

Its: _____

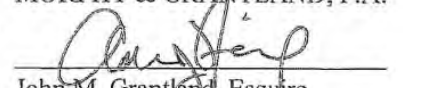
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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2016-CP-43-01521

Government Employees Insurance Company,
Plaintiff,

vs.

Barbara P. Jackson, as Personal Representative
for the Estate of Vincent A. Jackson,

Defendant,

**MOTION IN LIMINE TO EXCLUDE
TESTIMONY OF RONALD O'NEAL
PITNER**

**TO: MITCH WILLOUGHBY, ESQUIRE, ATTORNEY FOR THE DEFENDANT AND
TO THE DEFENDANT ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Government Employees Insurance Company ("GEICO"), by and through its undersigned counsel, hereby moves before the Presiding Trial Judge *in limine* for an Order or ruling specifically excluding the proffered expert testimony of Ronald O'Neal Pitner.

The basis for this Motion is that Pitner and his testimony do not satisfy the requirements of Rule 702, SCRE, or the "threshold" requirements of subject matter, expert qualifications and reliability established by the South Carolina Supreme Court in *Watson v. Ford Motor Co.*, 389 S.C. 434, 446, 699 S.E.2d 169, 175 (2010). This Motion is supported by the Memorandum of Law in Support filed concurrently herewith and the exhibits attached thereto.

MURPHY & GRANTLAND, P.A.

s/J.R. Murphy

J.R. Murphy, Esquire SC Bar No. 7941

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Attorneys for Plaintiff

Columbia, South Carolina
May 23, 2019

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2016-CP-43-01521

Government Employees Insurance Company,
Plaintiff,

vs.

Barbara P. Jackson, as Personal Representative
for the Estate of Vincent A. Jackson,

Defendant,

**MEMORANDUM IN SUPPORT OF
MOTION IN LIMINE TO EXCLUDE
TESTIMONY OF RONALD O'NEAL
PITNER**

Plaintiff, Government Employees Insurance Company (hereinafter "GEICO"), by and through its undersigned counsel, hereby submits this Memorandum of Law in support of its Motion in Limine to exclude the proffered expert testimony of Ronald O'Neal Pitner.

SUMMARY

This declaratory judgment action involves a single issue – whether Vincent Jackson was a resident of his parents' house at the time of his death. Defendant has proffered Ronald O'Neal Pitner as an expert to offer opinion testimony on the issue of Vincent Jackson's residency at the time of his death. Prior to the trial court allowing a jury to consider expert testimony, the court must make three key preliminary findings which are fundamental to Rule 702, SCRE: (1) that the subject matter is beyond the ordinary knowledge of the jury; (2) that the proffered expert has acquired the requisite knowledge and skill to qualify as an expert in the particular subject matter; and (3) that the substance of the testimony is reliable. Expert testimony is not admissible unless it satisfies all three requirements with respect to subject matter. The party offering the expert has the burden of making the requisite showing. With regard to Pitner and his testimony, none of these three prerequisite requirements are met. Therefore, Pitner's testimony should be excluded.

FACTUAL BACKGROUND

GEICO issued a personal auto policy, Policy No. 4007-84-23-07, to Therel and Barbara Jackson. The policy provides bodily injury underinsured motorist (“UIM”) limits of \$100,000 per person. The policy lists five insured vehicles including a 2002 Suzuki. The policy lists Therel and Barbara Jackson’s residence as 9 Brown Street, Sumter, South Carolina. (Ex. B, Policy).

Vincent Jackson is the son of Therel and Barbara Jackson. He died as the result of a motor vehicle accident on January 17, 2014. (Ans. ¶ 10). At the time of the accident, he was operating the 2002 Suzuki listed on his parents’ GEICO policy. (Ans. ¶ 10). GEICO paid Vincent Jackson’s Estate \$100,000, which represents a single \$100,000 per person UIM coverage limit. The parties entered into a Stipulation and Agreement wherein they agreed that GEICO would pay Jackson’s Estate an addition \$400,000, which represents the \$100,000 per person UIM limit for the remaining four vehicles listed on the policy, if it was ultimately determined that Vincent Jackson resided in the household of his parents at 9 Brown Street, Sumter, South Carolina. (Ans. ¶ 29). In the Stipulation and Agreement, the parties also agreed that if it is ultimately determined that Vincent Jackson did not reside in his parents’ household at 9 Brown Street, Sumter, South Carolina, then GEICO will not pay Jackson’s Estate any additional amounts.

At the time of his death, Vincent Jackson leased an apartment located at 251 Rast Street, Sumter, South Carolina. (Ex. A, Dep. of Pitner, Ex. JACKSON 000004-05, 16). This address was listed on numerous documents prior to Vincent’s death, including, but not limited to, his personal auto policy for his vehicle, his employer personnel records, his federal employment eligibility verification form, his W-4 form, his 2012 state income tax return, and his 2012 federal income tax return. (Ex. A, Dep. of Pitner, Ex. JACKSON 000017-21, 28-30). Defendant’s Answer and

Counterclaim states that the “sole remaining issue in dispute” is “Vincent A. Jackson’s residency at the time of his death.” (Ans., p. 1).

ARGUMENT

Defendant’s proffer of Ronald O’Neal Pitner as an expert to offer opinion testimony on the issue of Vincent Jackson’s residency at the time of his death fails to meet the requirements of South Carolina Rule of Evidence 702 for opinion testimony. Defendant is also unable to show that Pitner and his proposed testimony meet all three of the South Carolina Supreme Court’s “gatekeeping” requirements with respect to subject matter, expert qualifications, and reliability. Therefore, exclusion of his testimony is proper.

A. South Carolina Requirements for Expert Testimony

Pursuant to Rule 702, SCRE, “[i]f scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise.” Rule 702, SCRE. “Before a witness is qualified as an expert, the trial court must find (1) the expert’s testimony will assist the trier of fact, (2) the expert possesses the requisite knowledge, skill, experience, training, or education, and (3) and the expert’s testimony is reliable.” *State v. Martin*, 391 S.C. 508, 513, 706 S.E.2d 40, 42 (Ct. App. 2011). As the South Carolina Supreme Court in *Watson v. Ford Motor Co.* explained:

Specifically, in executing its gatekeeping duties, the trial court must make three key preliminary findings which are fundamental to Rule 702 before the jury may consider expert testimony. First, the trial court must find that the subject matter is beyond the ordinary knowledge of the jury, thus requiring an expert to explain the matter to the jury. Next, while the expert need not be a specialist in the particular branch of the field, the trial court must find that the proffered expert has indeed acquired the requisite knowledge and skill to qualify as an expert in the particular subject matter. Finally, the trial court must evaluate the substance of the testimony and determine whether it is reliable. Expert testimony is not admissible unless it

satisfies all three requirements with respect to subject matter, expert qualifications, and reliability.

389 S.C. 434, 446, 699 S.E.2d 169, 175 (2010) (citations omitted). These “threshold foundational requirements” apply with equal force to scientific and non-scientific evidence. *State v. White*, 382 S.C. 265, 274, 676 S.E.2d 684, 689 (2009). “‘The party offering the expert has the burden of showing his witness possesses the necessary learning, skill, or practical experience to enable the witness to give opinion testimony.’” *Thomas Sand Co. v. Colonial Pipeline Co.*, 349 S.C. 402, 411, 563 S.E.2d 109, 114 (Ct. App. 2002) (quoting *State v. Schumpert*, 312 S.C. 502, 505, 435 S.E.2d 859, 861 (1993)).

B. With regard to the first required finding, the subject matter at issue – residency – is not a matter beyond the ordinary knowledge of the jury.

In order for Pitner’s testimony to be admitted, Defendant must first establish that “the subject matter is beyond the ordinary knowledge of the jury, thus requiring an expert to explain the matter to the jury.” *Graves v. CAS Med. Sys., Inc.*, 401 S.C. 63, 74, 735 S.E.2d 650, 655 (2012). The fact issue for consideration of the jury in this case is the residence of Vincent Jackson at the time of his death. Residency is not a subject beyond the ordinary knowledge of the jury such that they need expert testimony to assist them. *See State Farm Mut. Auto. Ins. Co. v. Cushing*, No. 614CV958ORL22DAB, 2015 WL 12835682, at *2 (M.D. Fla. Nov. 2, 2015) (stating that “determining a person’s primary residence” is a “decision the average fact-finder is perfectly capable of making,” finding that the proposed expert was “no more competent than a member of the general public to offer an opinion regarding the primary residence of these individuals,” and excluding proffered opinions of proposed expert).

The fact that residency is not a subject beyond the ordinary knowledge of the jury is bolstered by the numerous South Carolina residency cases that have been determined without

expert witnesses. *See, e.g., Auto-Owners Ins. Co. v. Horne*, 356 S.C. 52, 69, 586 S.E.2d 865, 874 (Ct. App. 2003); *Smith v. Auto-Owners Ins. Co.*, 377 S.C. 512, 514, 660 S.E.2d 271, 272 (Ct. App. 2008); *Auto Owners Ins. Co. v. Langford*, 330 S.C. 578, 500 S.E.2d 496 (Ct. App. 1998); *Richardson v. S.C. Farm Bureau Mut. Ins. Co.*, 336 S.C. 233, 519 S.E.2d 120 (Ct. App. 1999); *Hunter v. Nationwide Mut. Ins. Co.*, 317 S.C. 402, 453 S.E.2d 900 (Ct. App. 1994); *State Auto Prop. & Cas. Ins. Co. v. Gibbs*, 314 S.C. 345, 349, 444 S.E.2d 504, 506 (1994). Furthermore, the fact that residency is not a subject beyond the ordinary knowledge of the jury is bolstered by the lack of cases allowing the introduction of expert testimony on the issue of residency. Thus, Pitner's testimony does not meet the first *Watson* "gatekeeping" requirement and should be excluded.

C. With regard to the second required finding, Defendant cannot show that her proffered expert has acquired the requisite knowledge and skill to qualify as an expert in the matter of young adult residency.¹

Although the Defendant's proffered expert has a Ph.D. in social work and social psychology, he does not possess any specialized knowledge, skill, experience, education, or training with regard to the area of young adult residency. *See* (Ex. A, Dep. of Pitner 9:5-7); *Nelson v. Taylor*, 347 S.C. 210, 214, 553 S.E.2d 488, 490 (Ct. App. 2001) ("Qualification depends on the particular witness' reference to the subject."). His dissertation was on whether stereotypes effect how Arab and Jewish children think about violence. (Ex. A, Dep. of Pitner 10:21-25). The focus of his post-graduate research has been youth violence and youth civic engagement. (Ex. A, Dep. of Pitner 11:12-12:7). He bases his opinion that the decedent was a resident of his parents' household on the concept of "emerging adulthood" but testified as follows:

- Q. Have you done any research or writing on this idea of emerging adulthood?
- A. Not on that in particular. Mine has just been more youth who happen to fall into that category.

¹ See discussion *infra* note 2.

Q. And in particular, it seems like your focal point has been youth and interactions with violence –

A. Yeah.

Q. Is that fair to say?

A. Violence. And then later with just civic – more civic engagement.

(Ex. A, Dep. of Pitner 25:19-26:3). The extent of his research for this case was to review information provided by Defendant’s counsel and go on the “University of South Carolina’s website, just to look at psych info.” (Ex. A, Dep. of Pitner 26:13-27:7; 27:25-28:6); *see Watson*, 389 S.C. at 448, 699 S.E.2d at 176 (2010) (holding trial court erred in admitting proffered cruise control expert where he had experience with other auto components but “had no knowledge, skill, experience, training or education specifically related to cruise control systems” and “merely studied the Explorer’s system just before trial”). Therefore, Defendant cannot show that her proffered expert meets the second requirement for admission of his testimony, and his testimony should be excluded.

D. With regard to the third required finding, Defendant cannot show that her proffered expert’s testimony is reliable.

“Nonscientific expert testimony must satisfy Rule 702, both in terms of expert qualifications and reliability of the subject matter.” *White*, 382 S.C. at 273, 676 S.E.2d at 688. “There is no formulaic approach for determining the foundational requirements of qualifications and reliability in non-scientific evidence,” but the proponent must present “some evidence demonstrating that the individual expert is able to draw reliable results” from the procedures he employs. *State v. Chavis*, 412 S.C. 101, 108, 771 S.E.2d 336, 339 (2015). In his deposition, Mr. Pitner stated that he would only be testifying to one opinion – that Jackson’s residence at the time of his death was the Brown Street address because “his patterns of behavior seem classic to

emerging adulthood.” (Ex. A, Dep. of Ronald Pitner 34:22-36:5).² Pitner’s own deposition testimony demonstrates the unreliability of his opinion.

First, in his deposition, Mr. Pitner admitted that he has not done any research or writing on the idea of “emerging adulthood.” (Ex. A, Dep. of Ronald Pitner 25:19-22). Moreover, he admitted in his deposition that he is not relying on any particular studies or papers to formulate any of his opinions in the case. (Ex. A, Dep. of Pitner 28:16-20). He also admitted that when it comes to the theory of “emerging adulthood” is a generalized trend among a large swath of the population and not true with respect to all individuals. (Ex. A, Dep. of Pitner 36:6-15).

Second, Mr. Pitner admitted that there are not any recognized tests to apply to determine if someone fits into the mold of “emerging adulthood.” (Ex. A, Dep. of Pitner 38:18-39:8; 40:19-25). He also admitted in his deposition that he did not apply any standard, field-recognized methodology to reach his opinion or any recognized standards or tests to reach his opinion. (Ex. A, Dep. of Pitner 48:13-25; 114:1-6). Furthermore, Pitner admitted that social work and psychology are scientific fields that apply the scientific method, but he “did not do a formal study.” (Ex. A, Dep. of Pitner 49:1-14). Additionally, there is no evidence that his conclusions or impressions taken from his review of the documents provided by Defendant’s counsel and his review of the “psych info” on the University of South Carolina’s website are accurate. *See* (Ex. A, Dep. of Pitner 26:13-27:7; 27:25-28:6); *Chavis*, 412 S.C. at 108, 771 S.E.2d at 339 (holding circuit

² Even if Pitner qualifies as an expert on the theory of “emerging adulthood,” which Plaintiff contends he does not, he does not qualify as an expert on young adult residency such that he could give an opinion on the “ultimate issue” of where Vincent Jackson resided at the time of his death. *See State v. Andrews*, 424 S.C. 304, 318, 818 S.E.2d 227, 235 (Ct. App. 2018), *reh’g denied* (Sept. 20, 2018) (holding trial court abused its discretion by allowing EMT paramedic who was qualified as an expert in the field of EMS to testify where victim was at time he was shot because the trial court, in effect, allowed the EMT to give an unqualified opinion on “the ultimate issue” of whether the shooter had been acting in self-defense when he shot and killed the victim).

court abused its discretion by admitting opinion of proffered child abuse assessment expert because “there was simply no evidence that her conclusions or impressions taken from [victim] interviews were accurate” where there was no way to discern error rate and work was not peer reviewed); *Jamison v. Morris*, 385 S.C. 215, 228, 684 S.E.2d 168, 175 (2009) (“An expert cannot testify to an opinion predicated on an unreliable test.”).

Third, as a starting point to his analysis, Pitner accepted as true testimony from Vincent Jackson’s family members that he lived at his parents’ home and then used the concept of “emerging adulthood” to explain all the inconsistencies that testimony has with the documents signed by Vincent Jackson before his death. (Ex. A, Dep. of Pitner 111:10-112:2; 45:3-6). Pitner did not review any depositions other than those of Vincent Jackson’s mother, father, and his son’s mother and grandmother, all of whom may have a monetary stake in the outcome of this case. (Ex. A, Dep. of Pitner 51:8-12). This undermines the reliability of his proffered opinion. *See Graves*, 401 S.C. at 76, 735 S.E.2d at 657 (“Simply put, an expert does not assist the trier of fact in determining whether a product failed if he starts his analysis based upon the assumption that the product failed (the very question that he was called upon to resolve), and thus, the court’s refusal to accept and give credence to [the expert’s] opinion was proper.”) (quoting *Clark v. Takata Corp.*, 192 F.3d 750, 757 (7th Cir.1999)); *see also id.* at 78, 735 S.E.2d at 657 (“Of great concern to us is that each [expert] began with the assumption that the monitor failed and then discounted evidence to the contrary based on the *ipse dixit* of the plaintiff who hired them, an analysis we find lacking in the indicia of reliability required for reasoning to the best inference.”).

Moreover, Pitner admitted that an emerging adult could live outside of his/her parents’ home. (Ex. A, Dep. 55:21-25). Pitner admitted that the concept of emerging adulthood is not a tool designed to determine someone’s residence. (Ex. A, Dep. of Pitner 80:6-11). As he explained:

- Q. So whether someone's an emerging adult doesn't actually help us answer the question of where somebody is spending their nights, does it?
- A. No. I means part of – I mean, I – when I talk of – when I think about where he was spending his time, I go by the evidence that I've seen.
- Q. Exactly. Which is the evidence, not the theory of emerging adulthood, correct?
- A. No, the theory of emerging adulthood explains why he's at home, the Brown Street location, and then why he would be putting his address as something else.
- Q. But it doesn't actually answer where he's staying correct?
- A. The theory itself doesn't.

(Ex. A, Dep. of Pitner 128:12-25). Pitner stated that even someone who fits into the category of “emerging adult” could have established a separate household outside of his parents' household. (Ex. A, Dep. of Pitner 134:8-14).

Furthermore, Pitner failed to provide any objective criteria for why Jackson could not have been a resident of his own apartment. Rather, he “baldly marginalized” the documentary evidence in this case simply because the Jackson family said Vincent Jackson resided at his parents' house. See (Ex. A, Dep. of Pitner 29:3-16; 30:16-33:8; 72:19-23; 92:17-93:7; 97:17-99:6; 101:7-103:10; 115:25-116:3; 120:8-121:4; 123:11-124:24); *Graves*, 401 S.C. at 77, 735 S.E.2d at 657 (holding one proffered expert's testimony unreliable where he “failed to provide objective criteria” for rejecting an alternative possibility and holding other proffered expert's testimony unreliable where he “baldly marginalized” contrary evidence in the case simply because the plaintiffs said something different to what that evidence revealed). Thus, Defendant cannot show that her proffered expert's testimony meets the third “reliability” requirement for admission, and his testimony should be excluded.

CONCLUSION

Defendant cannot show that her proffered expert and his opinion testimony meet the requirements of Rule 702, SCRE and the South Carolina Supreme Court's "threshold" requirements for expert testimony – i.e. subject matter, expert qualifications, and reliability. Therefore, Plaintiff respectfully requests that this Court grant its Motion in Limine to exclude the proffered expert testimony of Ronald O'Neal Pitner.

MURPHY & GRANTLAND, P.A.

s/J.R. Murphy

J.R. Murphy, Esquire SC Bar No. 7941

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DEPOSITION OF:
RONALD O'NEAL PITNER

AUGUST 23, 2018

GOVERNMENT EMPLOYEES INSURANCE COMPANY

vs.

BARBARA P. JACKSON,
as Personal Representative of the Estate of Vincent A. Jackson

2014-CP-43-01521

REPORTER: PATRICIA G. BACHAND



1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 2 COUNTY OF SUMTER) C/A NO.: 2014-CP-43-01521
 3
 4 Government Employees Insurance)
 5 Company,)
 6 Plaintiff,) DEPOSITION OF
 7 vs.) RONALD O'NEAL PITNER
 8 Barbara P. Jackson, as Personal) AUGUST 23, 2018
 9 Representative of the Estate of)
 10 Vincent A. Jackson,)
 11 Defendant.)
 12 _____)

13
 14 Deposition on oral examination of RONALD O'NEAL
 15 PITNER, reported by Patricia G. Bachand, Court Reporter and
 16 Notary Public in and for the State of South Carolina;
 17 pursuant to Rule 30 of the South Carolina Rules of Civil
 18 Procedure; said deposition was taken at the law offices of
 19 Willoughy & Hoefer, PA, 930 Richland Street, Columbia,
 20 South Carolina, on Thursday, the 23rd day of August 2018,
 21 scheduled for one o'clock p.m., and commencing at the hour
 22 of 1:59 p.m.
 23
 24
 25

1 theoretical understandings to market research and how
2 people thought about pharmaceuticals. And from there, in
3 2009, I started back at the University of South Carolina.

4 Q. Have you ever been up for tenure at the
5 University of South Carolina?

6 A. Yes, I achieved tenure in 2014.

7 Q. But you're still under the designation of
8 Associate Professor?

9 A. Well, 'cause you are Assistant Professor, and
10 when you get tenure you become Associate.

11 Q. Okay. That's the difference there.

12 A. Yeah.

13 Q. I just want to make sure I understood, 'cause I
14 did not. Well, congratulations on that.

15 So you said you went to the University of
16 Michigan. Just tell me, generally, your post high school
17 education.

18 A. So I did my undergrad -- my BA in psychology at
19 Lee University in Cleveland, Tennessee. And my degree was
20 in psychology. From there I went to the University of
21 Tennessee-Knoxville, where I got my master's degree in
22 experimental psychology.

23 And after that I went to the University of
24 Michigan, where I first got my master's degree in social
25 work, and then my Ph.D. in both social work and social

1 psychology.

2 Q. Any post-doc?

3 A. No. After I graduated from Michigan, I went
4 directly to Wash U.

5 Q. And you said your Ph.D. was social work and
6 social psychology?

7 A. Yes.

8 Q. And then you were at Washington University in St.
9 Louis from 2002 to 2006?

10 A. Yeah. And there I was -- I had full appointment
11 in the college of -- or their school of social work. But I
12 also had an adjunct faculty position in their department of
13 psychology.

14 Q. And then you left there in 2006 to go private
15 sector?

16 A. Yes. Yes.

17 Q. And you worked with -- did you work with a
18 marketing firm, or did you work directly with the
19 pharmaceutical company?

20 A. So I was on the supplier side and I worked with
21 -- it was a company called MarketRx. And our clients were
22 the twenty largest pharmaceutical companies. So within
23 that area of New Jersey, there were -- 75 percent of the
24 pharmaceuticals are in New Jersey, New York, and
25 Pennsylvania.

1 Q. Sure. And you provided marketing advice or
2 consultation to them; is that right?

3 A. Well, so I was -- I had the title of Project
4 Leader, which was essentially the project manager. So I
5 managed different projects for -- it was mainly the
6 pharmaceutical companies and working on different research
7 projects, and more working as the manager of those
8 projects.

9 Q. In those roles were you using your training in
10 social work or psychology? Or was it outside of that role?

11 A. It was more my research training in particular.
12 But because it was marketing and dealing with decision
13 making and how people make decisions, then I pulled in --
14 especially my social psychology background, because part of
15 my research area was focused on youth and looking at their
16 decision making and judgements.

17 Q. And when you say your research area, are you
18 talking about the area that you did your dissertation in?

19 A. Uh-huh.

20 Q. And what was your dissertation in?

21 A. So my dissertation was done in Jerusalem, Israel.
22 And I looked at both Arab and Jewish children, and looking
23 at how stereotypes and -- well, cultural stereotypes affect
24 how they think about and make judgements about both peer
25 violence and spousal violence.

1 Q. That's interesting.

2 MR. SAWYER: Off the record.

3 (Off the record.)

4 BY MR. SAWYER:

5 Q. We're back on the record. Sorry about that. I
6 may do that from time to time. I don't see the need to add
7 unnecessary conversation on the record, at least most of
8 the time.

9 So that was what your thesis -- or your
10 dissertation was in. At the University of South Carolina,
11 where has your academic focus been?

12 A. So I should probably move from -- so how -- from
13 Michigan, where my -- the lense that I looked through is
14 both the psychology lense and a social work lense, so as I
15 think about research I try to pull in both disciplines.

16 So my area was really focused on youth violence
17 and how youth make decisions. And most of my -- if you
18 look at my publication record, you'll see that a lot of --
19 a lot of it focuses on that area.

20 And when I went to Washington University, I
21 continued along those lines. But it was at Washington
22 University where I started also focusing on youth civic
23 engagement, and how youth can band together to sort of take
24 ownership of whether it was thinking about school violence,
25 or even in neighborhoods.

1 And when I came to the University of South
2 Carolina, I continued along the lines of thinking about
3 civic engagement. And I still do stuff with youth, but
4 more -- I started looking at not just school violence, but
5 violence in the community and how residents who live in
6 high crime neighborhoods could also band together to
7 reclaim ownership of their neighborhoods.

8 Q. Great. Have you done any studies specific to
9 Sumter, the town -- the city of Sumter or the county of
10 Sumter?

11 A. No, I didn't even know Sumter before coming here.
12 I still haven't been there yet.

13 Q. Fair enough. Okay. And you've said the word
14 "youth" several times. Just so I know how you define that:
15 What age range are you talking about when you talk about
16 working with youths?

17 A. Yeah. And it's one that I've had to define in my
18 research, and researchers define it differently, but the
19 age range that I mainly focus on when I talk about that is
20 from 11 to -- going up to like 24.

21 Q. Okay. Eleven to 24. That's a broad range.

22 A. Yeah, it is.

23 Q. All right. You've been hired as an -- well, how
24 about this: Other than the areas of disciplines that you
25 just discussed, and your areas of academic interest, any

1 Social Workers, or the initials are ACSW.

2 Q. Anything else?

3 A. No, that's all.

4 Q. And other than teaching at Washington University
5 of St. Louis and at the University of South Carolina, have
6 you taken up a semester -- a sabbatical or anything, or
7 taught as a fellowship at any other schools?

8 A. So when I went to New Jersey, I did adjunct
9 teaching at both Rider University and Monmouth University.

10 Q. Monmouth?

11 A. Yeah.

12 Q. What did you teach at Rider?

13 A. At Rider, I taught introduction to psychology.
14 And Monmouth, I taught -- what did I teach? I can't --
15 it's probably in my CV, but I can't recall. It was
16 something -- it was a course dealing with human behavior.

17 Q. All right. Anywhere else?

18 A. No.

19 Q. Have you done any research or writing on this
20 idea of the emerging adulthood?

21 A. Not on that in particular. Mine has been just
22 more on youth who happen to fall into that category.

23 Q. And in particular, it seems like your focal point
24 has been youth and interactions with violence --

25 A. Yeah.

1 Q. -- is that fair to say?

2 A. Violence. And then later with just civic -- more
3 civic engagement.

4 Q. Now, did that -- did that grow out of a -- of a
5 way of getting youth away from the violence culture?

6 A. Uh-huh. Yeah.

7 Q. Like just a natural outgrowth?

8 A. Yeah. Yeah.

9 Q. And since this is your first case, I don't have
10 to ask if you've ever been offered as an expert before in a
11 case, right?

12 A. I have not.

13 Q. Have you done any independent factual research in
14 this case? In other words, interviewed any individuals,
15 gone and sought out any other information or documents or
16 anything like that on your own.

17 A. No.

18 Q. So all the information you've gotten has been
19 through Mitch and Chris?

20 A. Uh-huh.

21 Q. Is that a "yes"?

22 A. Yes. Yes.

23 Q. That's all right. You're going to do it all day.
24 It's not a problem.

25 Have you spoken with Barbara Jackson or Jessica

1 Wilson, or any other individuals associated with this case?

2 A. No.

3 Q. How about this: The depositions of Jessica
4 Wilson, Barbara Jackson, Daryl Jackson, and Marilyn Wilson
5 are in the packet that you provided. Have you read through
6 those depositions?

7 A. I have.

8 Q. I would use the word "peruse," but that has two
9 different meanings. Have you read closely through those,
10 or just scanned over them?

11 A. I carefully read it.

12 Q. Carefully read them. Okay. How much time do you
13 think you've put into this case so far?

14 A. Well, so my initial read of it, I want to think
15 that it took me probably about four hours to read through
16 it. And then I read through it again, and it probably took
17 another four hours to read through, 'cause I was just
18 trying to read it very carefully. And then -- and then
19 after that I started skimming certain parts of it.

20 Q. So how much time total do you think you've spent
21 on this file?

22 A. I would say maybe -- I mean, it could be
23 somewhere between -- between ten to 12 hours just looking
24 through it.

25 Q. I know we talked about factual research. Have

1 you done any sort of academic or more professional research
2 in connection with this file?

3 A. So I mean, I just looked at to see what was the
4 state of the area of emerging adulthood. And so I just did
5 -- I went on our University of South Carolina's website,
6 just to look at psych info. And that's where there was
7 just an explosion of whenever it starts to get into the
8 thousands, then for me it becomes excessive.

9 But I wanted to get a feel for, you know, other
10 people's work. 'Cause mine, even though I deal with the
11 same age group, mine becomes very specific on certain
12 things.

13 Q. Sure.

14 A. And I saw, just looking at it, that there just
15 had been a complete explosion of research in this area.

16 Q. Are there any particular studies or papers that
17 you're relying upon to formulate any of your opinions in
18 this case?

19 A. No. No. And it's really because the patterns
20 are still the same for emerging adulthood.

21 Q. And we'll get -- we'll get into what those
22 patterns are in a little bit. Have you reviewed any of the
23 pleadings or anything else other than what's in this stack
24 of documents?

25 A. The pleadings?

1 Q. Pleadings in the case.

2 A. No, I only looked at this.

3 Q. After the depositions in this stack, there are
4 some documents that were created before -- well, most of
5 them were created -- not all of them, most of them were
6 created before Mr. Jackson -- and when I say "Mr. Jackson,"
7 Vincent Jackson's death. Have you reviewed those documents
8 as well?

9 A. I have.

10 Q. Generally, what do -- what do those documents
11 reflect?

12 A. Well, so it reflected a few things. I mean, his
13 location, there seemed to be some question about where -- I
14 mean, for me some documents would suggest his location was
15 one place; some documents suggested another place. So
16 there were some inconsistencies.

17 Q. Okay. Which documents -- and you understand that
18 the two critical locations that are discussed, I think in
19 this case, are Brown Street, his parent's address --

20 A. Yeah.

21 Q. -- and then Rast Street, an apartment, correct?

22 A. Uh-huh. Uh-huh.

23 Q. Is that right?

24 A. Yeah. And I thought that there at one point was
25 another -- a discussion of another location as well.

1 Q. And that would be Center Street?

2 A. Uh-huh.

3 Q. And that would be before Rast Street, right?

4 A. Yes.

5 Q. What documents indicated to you that he might
6 have been living at Brown Street at the time of his death?

7 A. So at the time of -- I mean, I...

8 Q. By the way, do you have -- I've been assuming
9 that what you have there is this --

10 A. It is.

11 Q. Okay.

12 A. It is.

13 Q. Well, if not, I was going to hand this to you. I
14 didn't want to be hiding the ball. I just wanted to -- you
15 know.

16 A. And as I -- I mean, I was always looking through
17 it. I mean, there were some -- like this one that had the
18 Brown Street location here.

19 Q. And just so that we know, 'cause "this here"
20 won't help on our record.

21 A. Sorry.

22 Q. You're looking at Jackson-00002, which is his
23 ten-year driving record?

24 A. Yeah.

25 Q. And the address that's at the top, the most

1 current address on the driving record is which address?
2 A. Yeah, so that one is Rast.
3 Q. But then previously at one point it was Brown
4 Street --
5 A. Yeah.
6 Q. -- correct?
7 A. Yes. So this one that says the Brown Street
8 location here --
9 Q. Are you looking in Jackson-04 on the bottom?
10 A. Oh four, yeah.
11 Q. And what is this document? Is it a rental
12 application?
13 A. Yeah.
14 Q. And do you know what residence the rental
15 application was for?
16 A. Rast.
17 Q. So this says that at the time that he's applying
18 for this, his residence is Brown Street.
19 A. Uh-huh.
20 Q. And that would have been -- is that a "yes"?
21 A. Yes.
22 Q. And that would have been prior to his death that
23 he's applying for an apartment at Rast Street. That's
24 before his death, correct?
25 A. Yes. And as I recall, yeah, definitely there

1 were probably -- when I say that it was mixed, this -- this
2 is some of the mixed part that I saw. But you're right, I
3 did see things that probably when he died, there were some
4 documents that suggested that he was at Rast Street.

5 Q. How about this: What documents that were current,
6 so to speak, at the time of his death, that were created by
7 him and not by a third party, indicate the Brown Street
8 address? Are you aware of any documents that fall into
9 that category?

10 A. So, yeah. I mean, right off I can't recall any.
11 So I mean, right off I can't recall any from when I looked
12 through it.

13 Q. If you recall any, let me know. And if you want
14 to continue looking through, I'm happy to wait for you to
15 complete looking through your documents.

16 (The witness pauses to review documents.)

17 A. Okay. Sorry it took me a lot. I just wanted to
18 be careful. So I don't -- I don't see any.

19 Q. I appreciate that. How about this: We've talked
20 about a lot of different things, the one thing I haven't
21 asked you very simply is what are your opinions in this
22 case? So you can tell me what your opinions are, and then
23 we'll go into detail for each one.

24 A. Sure. So as I looked through it and -- and what
25 you pointed out was true, that it looks like the paperwork

1 suggests that he was at Rast. The depositions that I've
2 read, all that evidence that I read, my opinion just from
3 looking at that seems to strike me as how do I make sense
4 of this location is saying one thing, but all the evidence
5 sort of suggests that most of his time he spent, he was
6 living at his parents' house at Brown Street. That seems
7 to be suggested by his girlfriend, his mother, his father,
8 and the girlfriend's mother.

9 Many things that I would think that would if he
10 were living at Rast would be true for Rast, but it seems to
11 be true for Brown Street, where he would be paying money.
12 And some of the bills at the Brown Street location are
13 internet, it seemed like that was big for him. But then he
14 paid internet at the Brown Street location, but not -- they
15 didn't have internet at the Rast Street location.

16 When he comes to clothes, the majority of his
17 clothes were at the Brown Street location and only -- it
18 was reported that about two or three pairs of pants and
19 shirts were at the Rast Street location. Which seems
20 somewhat strange at first, but then how I make sense of it
21 when I think about his mother saying that he was at the
22 Rast Street location because he wanted to establish credit,
23 for me all of that, where the emerging adulthood comes into
24 play, is that it seems like these classic patterns of a
25 person who wants to -- if it comes to thinking about

1 identity and identity exploration, a person who wants to
2 show that they're an adult and show that they're
3 responsible, and Rast Street -- being at Rast Street and
4 establishing that credit is part of that.

5 But the emerging adulthood part of that is this
6 notion of you do that because you have the comfort of being
7 -- of your parents and being at home. And for him that
8 pattern is very much there, where he's at Rast where he's
9 trying to establish credit, but most of the time he's at
10 home.

11 He doesn't spend -- when it comes to his
12 girlfriend, she says that -- and he has a child, but they
13 don't -- he would not go over -- he wouldn't be at the Rast
14 Street -- the Rast Street location with his child alone,
15 his girlfriend had to be there and they seemed to be there
16 on the weekends a lot.

17 All of that seems to be -- if I think about
18 emerging adulthood as his time of transition that's
19 extended, where there's this focus on relying heavily on
20 your parents, he really fits that classic example of even
21 his location.

22 So if you're asking me what I -- what's my
23 opinion, my opinion really would be that to me, in looking
24 at all the evidence, all the paperwork, and then all the
25 depositions, that it seems clear to me that his location,

1 his residence was Brown Street. 'Cause the pattern -- as a
2 psychologist and a social worker, I'll get patterns of
3 behaviors. And his patterns of behavior seem classic to
4 emerging adulthood.

5 Q. Do you have any other opinions in the case?

6 A. So I mean, mine really was looking at his level
7 of where was his residence, that sort of -- that is my key
8 opinion. But it's really -- and as I said before, it's
9 really -- I look at the research, but just as a
10 psychologist and social worker it's really patterns of
11 behaviors and what seems to make sense. It makes sense
12 with the research, but his pattern seems to be a classic
13 one.

14 Q. And, look, this is my one chance to depose you,
15 so I want to make sure I know all the opinions that you're
16 planning to give to the jury, so that I can ask you about
17 those --

18 A. Sure. Sure.

19 Q. -- and search them out. So you've talked about
20 him sort of fitting the bill for what you consider emerging
21 adulthood.

22 A. Uh-huh.

23 Q. And that because of that you think that, that
24 means that it's consistent with his residency being with
25 his parents; is that correct?

1 A. Yeah. Well, I think his patterns -- all the
2 patterns that are described in the deposition are very
3 consistent with his residency being Brown Street.

4 Q. Any other opinions?

5 A. I don't think so.

6 Q. When you come to that conclusion that it's
7 consistent with his parents -- with him living at his
8 parents' address -- tell me this: When it comes to emerging
9 adulthood, these are generalized trends amongst a large
10 swath of the population, correct?

11 A. Uh-huh. Yes. Yes.

12 Q. And they aren't particularized, and individuals
13 don't fit into a perfect mold for these; is that fair to
14 say?

15 A. Yes. Yes.

16 Q. So whenever someone does something, like Arnett's
17 study that's now been broadened to a bunch of other
18 peoples' studies, they're observing a broad trend that some
19 part of -- that a significant portion of the population may
20 fall into, but it's not universal; is that fair?

21 A. Yeah, I think that human behavior is so complex,
22 that you can only describe patterns of behavior. Even if I
23 say -- as a psychologist when I think about mental
24 disorders, the strongest -- with human behavior we can't --
25 we don't establish cause/effect relationships; it's more

1 checkboxes, and if they get a certain score or whatever it
2 might be, we can diagnose this person per diagnoses
3 standards as having schizophrenia, correct?

4 A. Yeah. But even there, with that one there's
5 still with some categories of -- they call it not otherwise
6 specified. 'Cause there's some things that are not as
7 clear, but they seem -- the pattern seems to be -- fall
8 into that -- that -- that category that we may call
9 schizophrenia.

10 Q. Sure. Like, if you're a coach, he fits all these
11 bills, he's clearly on the team. He doesn't fit any of
12 these bills, he's clearly off the team. And then there's
13 the maybe we'll make him stay for a week or two and see how
14 he does, right?

15 A. Uh-huh. Uh-huh.

16 Q. Is that fair to say?

17 A. Yeah. Yeah.

18 Q. Okay. When we're talking about emerging
19 adulthood are there any standard recognized sort of tests
20 that are applied to decide whether someone fits into this
21 mold of emerging adulthood or doesn't? Or is it just an
22 individualized assessment by the researcher?

23 A. So it's more -- yeah, it comes down to -- there's
24 not tests. 'Cause what defines how -- if a person falls
25 into adolescence, usually it would be age -- some age range

1 they're looking at, and then patterns of behavior. So
2 adolescence is defined by patterns of behaviors. Emerging
3 adulthood is defined by patterns of your behaviors.

4 So part of it could be that even if I didn't know
5 the person's age, do their behaviors, in the broad sense,
6 fit into that category, and would it make -- if I didn't
7 know their age at all, would I be able to sort of guess, do
8 they fall into this particular developmental stage.

9 Q. Sure. But that's to some extent specific to the
10 researcher, 'cause there's no sort of field-recognized test
11 that would be applied across the board. Is that fair to
12 say?

13 A. Yeah. Yeah. And that's true -- it's always been
14 true for developmental stages, whether -- as I said,
15 adolescence to old adult -- older adulthood there are --

16 Q. The fact -- go ahead. Sorry.

17 A. So there all defined by -- it's more about -- as
18 I said, the best we can do is patterns, what behaviors
19 correlate with these particular age groups.

20 Q. Sure. That's right. And two researchers may
21 have different definitions even if whether somebody
22 qualifies or fits under the mold of a emerging adult,
23 correct?

24 A. They could. So that's where -- so what I -- as a
25 researcher, what I will typically do when -- if there's

1 some divergent opinion is -- so one of things -- I mean,
2 sometimes I look at systematic reviews, which are just
3 these -- systematic reviews would look at a lot of research
4 in the area. And so with a -- it's like emerging adulthood
5 over a 15-year time period, how much research has been done
6 in that area.

7 And so I -- that is one thing that I did look at.
8 So from -- and I know from, like, 2000 to 2000 -- I think
9 it was '15, or 2013, one of those years, they looked at how
10 much research had been done on emerging adulthood. And
11 there were over 1300 empirical studies, which is highly
12 impressive for that amount, and what -- for that amount of
13 work to be generated in this area tells me that researchers
14 find it to be -- have a strong legitimacy --

15 Q. That the idea in general has a strong legitimacy,
16 right?

17 A. Yeah, the idea and then the patterns of behaviors
18 go along with it.

19 Q. But there's no specific test to be applied, no
20 standards applied to say this person is an emerging adult
21 versus this person is an adolescent --

22 A. That's correct.

23 Q. -- or a young adult.

24 A. Yeah, there's no -- yeah, there's no empirical
25 test for that.

1 seemed to suggest that, clearly, Vincent seems to be in
2 that stage of emerging adulthood.

3 Q. And that of course -- on one assumption that
4 you're making in creating -- in reaching that result is
5 that the depositions are truthful, right?

6 A. Well, I have no reason to think that they're not.

7 Q. And in your studies when you -- when you're doing
8 studies, you deal with things like bias.

9 A. Of course.

10 Q. And motivations for deception.

11 A. Uh-huh.

12 Q. Is that a "yes"?

13 A. Yes. Yes.

14 Q. And those are -- those are things that have to be
15 taken into consideration when you're looking at sets of
16 data, correct?

17 A. Yes. Yes.

18 Q. And financial or monetary motivations can be a
19 strong motivation for giving less than the full truth
20 sometimes, or other things, correct?

21 A. This is true.

22 Q. And in fact, even sometimes, especially after a
23 serious loss, in your field you see people who believe --
24 grow to believe a set of facts that wasn't factually true,
25 but they believe it, correct?

1 and say, "This looks like it fits into emerging adulthood
2 and there we are"?

3 A. So the conclusion that I -- so I -- again weaving
4 the pattern and being a person who also looks at judgements
5 and reasoning with youth -- and also I guess what I didn't
6 mention was I teach the human behavior in the social
7 environment course in our college, which are the
8 developmental stages.

9 So I teach about emerging adulthood as well. So
10 it's really this notion of my own expertise, and what I
11 know about the research, and then what I teach that -- that
12 made the pattern clearer to me.

13 Q. But there's no standard sort of field-recognized
14 methodology that you applied here.

15 A. No. I mean, I didn't do anything empirical.

16 Q. And there's nothing that's saying another
17 researcher will be able to copy, follow a series of steps;
18 it would be their own set of approach, there's no sort of
19 standard steps that you did that are repeatable and so
20 forth, correct?

21 A. No, I didn't do anything empirical. I only again
22 used the -- I would think that other psychologists or
23 social workers who know the pattern of emerging adulthood
24 would probably use the same process of looking at patterns
25 of behaviors.

1 Q. And this is a scientific field that you're
2 involved in?

3 A. What, social work and psychology?

4 Q. Yes.

5 A. Oh, yeah. Both of them are.

6 Q. I didn't mean to --

7 A. Well, they -- well, they are -- they can be
8 applied by clear -- but I'm a researcher and --

9 Q. And certainly research is --

10 A. Yeah. Yeah.

11 Q. -- supposed to be a scientific method, correct?

12 A. Yeah. Yes.

13 Q. But there's no formal method you applied here --

14 A. I did not. I did not do a formal study.

15 Q. And you're not relying upon any particular
16 authority -- authoritative text or studies in terms of
17 applying anything to the facts of this case; is that fair
18 to say?

19 A. No, I just -- I'm relying on what I know about
20 emerging adulthood, youth, judgements, reasoning. And then
21 also what I teach -- 'cause I -- obviously, I teach from a
22 textbook, but I know the patterns of the developmental
23 stages.

24 MR. WILLOUGHBY: Wes, would it be
25 appropriate to take a quick bathroom break?

1 in the case?

2 A. I mean, I reviewed all the ones that are in this
3 document, if that's what you're referring to.

4 Q. Okay.

5 A. Yeah.

6 Q. But none that are not in this document.

7 A. No.

8 Q. So the only depositions you reviewed are Jessica
9 Wilson, Barbara Jackson, Daryl Jackson, and Marilyn Wilson?

10 A. Uh-huh.

11 Q. Is that a "yes"?

12 A. Yes.

13 Q. Okay. You've attached to the documents I
14 received from you -- it looks like -- is this a learning
15 module on emerging adulthood? Is that what this is, the
16 first document after the residence documents?

17 A. No, this one right here?

18 Q. From NOBA.

19 A. Yeah, it's somewhat of a module. And it's just
20 sort of giving the general stages of it.

21 Q. Okay. Tell me -- so this idea of emerging
22 adulthood, at least from Arnett, seems to be something
23 that's -- that's relatively new for developed countries; is
24 that correct?

25 A. Yeah, and -- and yeah, it depends on how you're

1 adult?

2 A. So can you package them again by saying them all
3 again?

4 Q. Sure. I'll be happy to. So a trade as opposed
5 to four-year school, a committed monogamous relationship, a
6 child that they're helping to support, those would be
7 something that if you packaged those together with
8 somebody, that's less consistent with emerging adulthood
9 and more consistent with the young adult?

10 A. So I think that -- but there's a complexity that
11 -- so you've given me only a small part of it.

12 Q. Sure.

13 A. And so I'm sort of reluctant to say "yes" to
14 that, just because if you paired that with a person who --
15 if I even go back to Vincent who is living with his
16 parents, but is on the weekend and at times staying --
17 'cause of all the little things you just mentioned could be
18 true of a person, but then these patterns of relying on the
19 parents more may -- instead of it being young adulthood,
20 may be very much emerging adulthood.

21 Q. How about this: Is it fair to say that an
22 emerging adult still may live outside of the home?

23 A. They can. So part of that -- even when it talks
24 about instability, part of that instability is that they go
25 outside the home but then they come back. It's this notion

1 the question about a pattern and -- but with human behavior
2 being complex, I don't -- I don't know if I would
3 necessarily would say a definitive, this means that they're
4 in this category, unless I see multiple patterns of
5 behavior.

6 So it's not that I just look at one thing. For
7 me, I look at multiple things that may make me draw a
8 conclusion. So your question is harder for me, whenever
9 you're asking me something about just one specific thing.

10 Q. Sure.

11 A. That could be any -- any of the developmental
12 stages. But when I start hearing a series of things that
13 may make me think that, oh, there's the pattern.

14 Q. Yeah. And I guess what I want to look at is when
15 we're looking at the pattern, we got to look -- we've only
16 got so many facts available in this particular case to
17 apply to the pattern. Is that fair to say?

18 A. Sure.

19 Q. And one of the facts that we have to deal with is
20 that all of the government documentation, government-issued
21 ID, voter registration, tax records list the Rast apartment
22 address; is that correct?

23 A. Yes.

24 MR. WILLOUGHBY: Object to the form.

25 A. I mean, a lot of what I see in here have Rast.

1 adulthood is not a methodology or a tool that's used to
2 establish where somebody lives, correct?

3 A. It's one that talks about patterns of behaviors.
4 And for me, part of that behavior is: Where do you go home
5 to?

6 Q. And I guess what I -- my question is: Is emerging
7 adulthood theory, or the studies, is it a methodology or a
8 tool designed to determine where somebody is living?

9 MR. WILLOUGHBY: Object to the form.

10 A. So it's -- definitely, it's not one that has been
11 designed to just look at residence, per se.

12 Q. That's right.

13 A. It's the patterns of behavior. And for me
14 weighing it all -- it's just my expert opinion that it's
15 consistent with emerging adulthood, that all the patterns
16 of behaviors of having an address here but really living in
17 another location, that one seems to be very consistent.

18 Q. What's your understanding of what -- of how many
19 nights a week he was living or spending at Brown Street?

20 A. So I know that his mother seemed to suggest that
21 it was -- his mother seemed to suggest that it was two
22 days. And I think that his girlfriend's mother sort of
23 suggested sort of the same thing -- or sort of the weekend.
24 Maybe his father said that as well.

25 So I -- and, definitely, the girlfriend didn't

1 account that she helped him establish in his youth?

2 A. I think I recall reading that.

3 Q. And that would be consistent in adolescence of
4 your parents getting you -- getting you to establish your
5 first checking account or bank account, correct?

6 A. I think that, that happens in adolescence.
7 Definitely.

8 Q. And then in emerging adulthood, or even young
9 adulthood, you may very well hold on to that bank account
10 down the road?

11 A. If you -- if you established it in -- in
12 adolescence, it's possible. Yeah.

13 Q. Sure.

14 MR. SAWYER: Off the record.

15 (Off the record.)

16 EXAMINATION RESUMED BY MR. SAWYER:

17 Q. All right. Tax returns, those sort of
18 significant documents sent to the federal government, are
19 those the sorts of things where typically if someone
20 resides with their parents in this emerging adulthood
21 stage, they're more likely to put their parents' address
22 than any other address?

23 A. It could be. Unless again it comes down to them
24 saying that, you know, they want to show that they're
25 establishing credit somewhere else.

1 Q. And do you know if tax returns have anything to
2 do with them establishing credit?

3 A. In their minds it could. I don't know.

4 Q. As a factual matter, are you aware of any
5 connection that has to credit?

6 A. No. As a factual matter, I don't. But in a
7 person's minds I can see how possibly they may think that.

8 Q. Do you know how long he had this lease at Rast
9 Street?

10 A. I can't recall if it's -- I can't recall.

11 Q. You understand it was renewed at least once?

12 A. Uh-huh.

13 Q. Is that a "yes"?

14 A. Yes.

15 Q. And again for establishing credit, having it and
16 having had it establishes some credit if that -- if it in
17 fact establishes credit at all, correct?

18 A. Yeah. So that shows that definitely if it's this
19 notion of establishing credit, it's showing that he wants
20 to continue doing it.

21 Q. Or it could mean that it's for something beyond
22 establishing credit. Because if he's only establishing
23 credit, he doesn't renew it, correct?

24 A. So that one I can't necessarily say. 'Cause,
25 again the pattern of -- I mean, I would think -- his mother

1 A. Dependence, yeah.

2 Q. But certainly if there's that level of straight
3 dependence, it's very unusual in that -- in that
4 socioeconomic class for someone to pay for someone to have
5 a fully separate apartment as opposed to saying, "You're
6 moving in with me, I'm not paying your rent." Right? In
7 terms of which one's more common.

8 A. Yeah. I mean, I would think that -- yeah, you
9 would think that they would move in. But as you said
10 before, Jaden -- he didn't -- he wasn't at the mother's --
11 or his mother's house.

12 Q. Exactly. And that's part of my whole point. Did
13 you review the personnel records that Mr. Jackson completed
14 just a few days before his death?

15 A. I reviewed all the documents, but I -- can you
16 refresh my --

17 Q. Sure. So if you'll go to the ones that say
18 Jackson-000028 through -32. A couple of them are -- one of
19 -- the first one I think is dated January 8th, and then the
20 other ones are dated January 14th, I believe, of 2014.

21 A. Uh-huh.

22 Q. And those would have been just days before Mr.
23 Jackson's death, correct?

24 A. Yes.

25 Q. And all of these documents, you agree, list the

1 Rast Street apartment and not his parent's address?

2 A. Yes.

3 Q. And that includes a document with DHS that
4 actually has reference to things like perjury and so forth?

5 A. Yes.

6 Q. Okay. Or under penalty of law, I think it says
7 penalty of perjury. And there's an enrollment for plans --
8 or a denial -- you know, a rejection of enrollment into
9 different benefits on Exhibit K Jackson-000032. And when I
10 say Exhibit K, not an exhibit to the deposition but exhibit
11 to your -- you know, it's listed as that in your file. And
12 again that one also has the Rast Street apartment.

13 A. It does.

14 Q. And where someone gets their mail again with this
15 -- you talk about this sort of instability, over and over
16 and over again about emerging adulthood. A common factor
17 in emerging adulthood due to this instability is things
18 like mail they may choose to have sent to a stable address,
19 because there is instability with where they are currently,
20 correct?

21 A. Yeah. And also if -- again that's where they
22 live, they know that, that's where they always will go back
23 to.

24 Q. Exactly.

25 A. And the other part -- part of that instability

1 may be where they're maybe going for, like, a rendezvous or
2 something, that one maybe less stable.

3 Q. That's right. So lots of times switching
4 addresses for formal things is one of the later steps of
5 establishing that independence, correct?

6 A. Yeah. Yeah.

7 Q. If we look at least under Arnett's discussion,
8 not necessarily at all the other studies -- but all I've
9 got is Arnett's, of course, so I'm kind of -- I didn't
10 research everything. I don't have access to the databases.
11 But at least under Arnett's discussion of this concept of
12 emerging adulthood, and why we see it as opposed to the
13 1950s experience, Vincent doesn't really fall neatly within
14 Arnett's discussion of why we see emerging adults. Is that
15 fair to say?

16 A. Yeah. So it's more -- so again Arnett is one of
17 -- yeah.

18 Q. It's what I've got.

19 A. So I mean, I think that it's probably better to
20 think of the social environment -- what social
21 environmental factors that may be at work and why Vincent
22 does actually fit into it. So Arnett is -- the patterns
23 that Arnett described that are consistent with researches,
24 these stages right here, this identity exploration,
25 instability, those are the things that are common.

1 patterns that sort of suggest that some thing's may be
2 important to that person.

3 Q. Sure. But you're going to first ask -- or at
4 least if you have the ability to ask them, right?

5 A. Yeah. Definitely, if I -- yeah, if I had the
6 opportunity, definitely I could ask.

7 Q. And we can't ask Vincent. But we can look at
8 documents that he completed for where he viewed his
9 residence, and every document we have right now with his
10 handwriting or his name on it, that he created or signed,
11 those all say that he thought he lived at Rast, right?

12 MR. WILLOUGHBY: Object to the form.

13 A. So here again this is where consistent emerging
14 adulthood -- the paperwork says one address, everything
15 about his -- all of his clothes mainly being at his
16 parents' house, the Brown Street location, the very fact
17 that he was still paying bills also at the Brown Street
18 location --

19 Q. Which were not in his name, correct?

20 A. Yeah. But, still, so paying bills -- so other
21 things that are -- a lot of things seem to suggest that
22 Brown is his location, his place of residence. And the
23 very fact that you see these documents when it comes to
24 identity, it sort of suggests that, that notion of
25 transition -- you know, he wants to be this person who is

1 showing responsibility in establishing his credit, but at
2 the same time he can't breakaway from his family.

3 Q. Well, we see a lot of signs of that in
4 responsibility, correct? I mean, he's got a job where he's
5 working and traveling, and he's got a trade that gives him,
6 you know, a pretty good income, correct?

7 A. So he -- a pretty good income, yet he still --
8 his mother also pays the rent at times and...

9 Q. You're assuming that -- assuming her testimony is
10 true, correct?

11 A. Yeah. So he pays rent at times, but then his --
12 you're saying that these are showing that Rast is his -- is
13 his residence, but then his clothes are at the Brown Street
14 location. When he comes back into town, he goes to the
15 Brown Street location.

16 Q. Well, let's get back to, I guess, the question I
17 was asking which is: What he says in writing, the thing --
18 you know, we can't ask him, but we can look at what he
19 wrote before his death, and all of that evidence says "I
20 live at Rast Street," correct?

21 MR. WILLOUGHBY: Object to the form.

22 A. So the written part suggests Rast --

23 Q. That's my --

24 A. -- in totality. Yet for me -- but as for my
25 expert opinion, if that's what you want, then I have to

1 weigh all of the evidence.

2 Q. And I know what your opinion is. I'm asking
3 specific as to his written statements, they all say Rast --

4 A. They do.

5 Q. Are you aware of any written statements that say
6 otherwise close in time to his death?

7 MR. WILLOUGHBY: Object to the form.

8 A. No. I mean, as I said, I think some of it looked
9 inconsistent. But you're right, those definitely seem to
10 suggest Rast.

11 Q. Are you aware that he was arrested shortly before
12 his death?

13 A. Did I read that? That one I'm sure -- if it's in
14 here, I'm sure I read it. I can't recall it right now.

15 Q. And you didn't read the deposition of the -- of
16 the Sumter County jail or police department about what
17 address he gave during booking?

18 A. I did not read a deposition from them.

19 Q. So you just don't have any information about
20 that?

21 A. Uh-uh.

22 Q. And have you seen the booking sheet to know which
23 address he gave when he was arrested to law enforcement?

24 A. Well, I mean, again if it's in here, I may have
25 seen it. But I can't recall.

1 think. Is that right?

2 A. Uh-huh. Uh-huh.

3 Q. Is that a "yes"?

4 A. Yes.

5 Q. So he's got stability in job and in love,
6 correct?

7 A. Yeah, so -- so here -- and I'm going to go beyond
8 Arnett. Because I think that to take those two phrases is
9 thinking -- that's not all of identity exploration. So let
10 me -- I'll give you another one. So identity is who am I,
11 how do I define who I am? If I say that I am a family man,
12 and I'm establishing a family, yet I still rely so heavily
13 on my parents, that's this notion of an exploration. I can
14 define myself this way, but then at the same time knowing I
15 still have the comfort of my family, my parents.

16 So it's this -- I don't think that to be stuck on
17 these two words is -- because I think that they too
18 narrowly define what identity exploration is. Identity
19 comes with how you define yourself. And it doesn't have to
20 just be in a relationship. Arnett has it here, but if you
21 were to look at other research you would see that identity
22 really comes down to this question of who -- who am I
23 defining myself as.

24 Q. Is there any research dealing with identity as a
25 matter of residency?

1 A. So not residency -- well, here I can't say.

2 Q. Are you aware of any research?

3 A. So I don't -- I don't -- no, 'cause I -- that's
4 not something -- but I am a person that studies identity,
5 and I know that it comes down to -- so residence can be
6 very much about -- well, even in my own research, looking
7 at violence in neighborhoods I look at how a place becomes
8 important to you and that -- and identity. So I know that
9 identity can be very much tied to a place.

10 Q. Sure. But that doesn't -- again identity and
11 being tied to a place, none of that answers a question of
12 where somebody lives at any particular date or particular
13 time, correct?

14 A. No. So again how -- why I draw that conclusion
15 is more -- it's the totality of it all. And that emerging
16 adulthood describes and may -- sort of explains why what
17 you're describing as the paperwork versus the depositions
18 that seem to suggest something else, emerging adulthoods
19 suggest that, that's seems very consistent as sort of that
20 classic pattern.

21 Q. So it's a -- it's your way of justifying the
22 apparent inconsistencies?

23 A. Well, it's my way of saying that definitely this
24 theory in this developmental stage explains why it's not so
25 stranger, not so strange at all. It seems to be

1 consistent with people that fall into the -- in this
2 developmental stage.

3 Q. In the 1950s what would be consistent with
4 someone going into early adulthood from adolescence would
5 be a stable job, a committed relationship, and being in
6 their own household. Is that -- is that fair to say?

7 A. So possibly. And -- and -- and even then I say
8 "possibly" because -- you know, if you take -- take out
9 race and all these other factors that may play a role, then
10 possibly.

11 Q. Although, for those three things even across most
12 -- at least in America, even across most races that would
13 be an indicator of someone having reached adulthood, right?

14 A. Definitely in the 1950s, those were consistent
15 with the developmental stages.

16 Q. And even today if someone's established a home, a
17 steady profession, and a monogamous and long-term, stable
18 relationship -- especially today 'cause marriage is out the
19 door, so that's a -- those are the only factors, that's a
20 sign of adulthood today, correct?

21 A. I mean, it's one where I -- if I'm talking in
22 terms of developmental stages 'cause they -- you know,
23 there's early adulthood -- I mean, there's multiple levels
24 of adulthood. I would say that -- I won't definitively say
25 that, just simply because -- again if there -- you can have

1 Q. You haven't applied any recognized standards or
2 tests to reach your opinions today, correct?

3 A. No.

4 MR. WILLOUGHBY: Object to the form.

5 Q. That's correct?

6 A. Yes.

7 Q. The methodology that you've used to reach the
8 result here is not one that's peer reviewed, correct?

9 MR. WILLOUGHBY: Object to the form.

10 A. So my expertise is -- again relying on my
11 expertise I -- so I mean, I -- I know I didn't say it
12 before, so, like, the University of Michigan's School of
13 Social Work is the number one program in the nation --

14 Q. Sure.

15 A. -- their social psych program is the number two
16 program in the nation, and so it's my training from that
17 and what I know about the research and having done research
18 in the area, and then having taught it, that's what I'm
19 relying on.

20 Q. But there's no particular peer reviewed
21 methodology that you're applying to do this.

22 A. No. No.

23 Q. That's correct?

24 A. Yes.

25 Q. An in terms of if someone else were to approach

1 these facts, it's not like there's a standard repeatable
2 method that they would take. Based upon what you took,
3 they would take their own -- you know, someone in your same
4 field and your same training would approach it without any
5 standard approach as in comparison to how you did, correct?

6 MR. WILLOUGHBY: Object to the form.

7 A. So I think that -- so social sciences, if you're
8 talking about a developmental psychologist or social
9 psychologist/social worker, what they would gravitate for,
10 I would think, would be looking at developmental patterns,
11 and then looking at the patterns of behaviors that are
12 consistent with certain developmental stages.

13 Q. Are there any particular rules you followed in
14 reaching your results?

15 A. Any rules?

16 Q. Yeah.

17 A. No.

18 Q. Your opinions today depend in large part upon the
19 testimonies of Jessica Wilson, Barbara Jackson, Daryl
20 Jackson, and Marilyn Wilson; is that fair to say?

21 A. So my opinions I -- again I looked at the
22 depositions, the paperwork, and then used my own expertise
23 in understanding the developmental stages and emerging
24 adulthood to draw my conclusion.

25 Q. How about this: Would you have reached this

1 conclusion if you didn't have the depositions of Jessica
2 Wilson, Barbara Jackson, Daryl Jackson, and Marilyn Wilson?

3 A. It would have made it more difficult.

4 Q. Fair enough. You're aware that Jessica
5 considered herself to be engaged with Vincent? Did you
6 read that?

7 MR. WILLOUGHBY: Object to the form.

8 A. I'm trying to think did I read that. I can't say
9 it -- I may have read it. I just can't remember it.

10 Q. Does that have any significance in your
11 evaluation of factors that you've looked at to create your
12 opinions in this case?

13 A. That she considered herself engaged?

14 Q. Uh-huh.

15 A. But then -- so again I still think that even that
16 fact will -- I will argue that it's very consistent with
17 emerging adulthood. Because if she's engaged -- and again
18 I can't recall if I read that or not, that one didn't so
19 much influence me.

20 But where I would think that -- if it were
21 someone in a -- in a later developmental stage, where
22 definitely I may think they're establishing some residency,
23 but the totality of all that I saw here suggests that there
24 was this erraticness of all of it, where he seems to be
25 living at home. She's living at her mother's place.

1 about getting it, that's an action -- that's behavior
2 that's consistent with establishing something separate,
3 right?

4 A. So it is. But when I say that -- so even if I
5 say that it's identity saying that you have a location, but
6 it's more behaviors not -- you know, you don't just think
7 about one aspect. There's other behavioral --

8 Q. Sure. You're talking about the totality.

9 A. Yeah.

10 Q. I'm trying to talk about -- 'cause, you know,
11 totality's made up of individual items, right?

12 A. It is.

13 Q. That's another individual item that's consistent
14 with establishing a permanent outside residence, correct?

15 A. Yeah. Yeah.

16 Q. And especially when you're talking about going
17 from one location outside of the home, where you've gotten
18 a license and registered at, to a new location outside the
19 home, directly from one to the next, and registering,
20 getting your license, voter registration, everything else
21 there, that's a pretty strong action in terms of factors,
22 and that's another one of those facts that falls in the box
23 of establishing an outside residency, correct?

24 A. So the only -- but so that's an action. But then
25 the actions that are even more consistent are -- 'cause one

1 thing that I would expect even if I say -- divorce myself
2 from my expertise and say just as a -- just a common sense
3 thing is clothes being in an apartment, that just seems to
4 make sense. Even the basic thing is not there.

5 And that's where I go back to this notion of then
6 there's this -- whether it's identity exploration or just
7 this intent to want to be there, but then the true home for
8 her is with her mother and his true home is with his
9 parents at the Brown Street location.

10 Q. Did you see where Jessica said that he kept food
11 in the refrigerator?

12 A. So in --

13 Q. At Rast Street.

14 A. Okay.

15 Q. Did you see that?

16 A. I can't remember it. But how much -- yeah.

17 Q. That would be consistent again with establishing
18 something there, correct? That's another fact -- if we're
19 looking at the totality, we're looking at specific facts,
20 that's another specific fact for establishing something
21 there, correct?

22 A. So then -- so his mother said that -- 'cause
23 Jessica said that their residence was not there.

24 Q. But Jessica said that he kept -- I'm asking about
25 a specific item of Jessica's testimony, which was that he

1 A. So I know his mother said he spends a lot of his
2 -- most of his time there, and that's where his residence
3 was. Definitely when he was not working -- out working --
4 'cause he said that he was at home. And then at times on
5 the weekend he would go to his -- the Rast Street address.
6 But I didn't get the sense that, that was even every week.

7 Q. That's how you read the depositions?

8 A. Uh-huh.

9 Q. Is that a "yes"?

10 A. Yes.

11 Q. If the testimony was that he would be gone at
12 work all week, and he'd be in just on the weekend, coming
13 late at night and spend the night at his parent's house and
14 then spend Saturday and Saturday night at Rast Street, and
15 then Sunday night before going to work with his parents,
16 and knowing that he might drive to and from work with his
17 dad because they similar work locations, would that give
18 you any clear indication as to where his residency is?

19 A. Well, so what gave me clear indication is that
20 again -- so his mother said that his residence -- and
21 father, they both said his residence was the Brown Street
22 location. Then his girlfriend and her -- her mother said
23 the same thing. But again his tools were at the Brown
24 Street location.

25 Q. Which he would sometimes go to work with his dad,

1 so it would make sense to travel and keep the tools where
2 he's traveling, right? He doesn't need those at home, does
3 he?

4 A. Then so his tools are there, but then all of --
5 most of his clothes being there.

6 Q. Well, and how -- do we know anything about those
7 clothes?

8 A. Well, I know that -- what I do know is that
9 Jessica and -- I think it was her mother also -- definitely
10 Jessica, two of them said that he had around two or three
11 pairs of pants and shirts at the Rast location, and the
12 rest were at the Brown location.

13 Q. That's all we know, right?

14 A. Yeah. But that one -- when you -- for me that's
15 just one piece of the evidence. But taking all of it in --
16 clearly what I -- what I have is paperwork that would
17 suggest that when he died, a lot of the paperwork has Rast
18 Street.

19 But then a lot of the behavioral things would
20 suggest that, in fact, he was at the Brown Street location.
21 And that's where, for me as a social psychologist and
22 social worker/researcher and a person who teaches it, where
23 emerging adulthood comes into play thinking -- explaining -
24 - what's explaining this pattern here.

25 Q. And, generally, when you're looking at emerging

1 is that they experiment with different places outside.

2 Q. And during those periods of experimentation
3 they're living outside of the home under a separate roof,
4 right?

5 A. Yeah. Or at least staying -- I don't know how
6 they may be defining it in their minds.

7 Q. In terms of actuality, they're sleeping under a
8 different roof, right?

9 A. Uh-huh. Uh-huh.

10 Q. "Yes"?

11 A. Yes. Yeah.

12 Q. So whether someone's an emerging adult doesn't
13 actually help us answer the question of where somebody is
14 spending their nights, does it?

15 A. No. I mean, part of -- I mean, I -- when I talk
16 of -- when I think about where he was spending his time, I
17 go by the evidence that I've seen.

18 Q. Exactly. Which is the evidence, not the theory
19 of emerging adulthood, correct?

20 A. No, the theory of emerging adulthood explains why
21 he's at home, the Brown Street location, and then why he
22 would be putting his address as something else.

23 Q. But it doesn't actually answer where he's
24 staying, correct?

25 A. The theory itself doesn't.

1 But what's consistent is, like, patterns it's
2 tied -- it's somewhat tied to the age. Although the age
3 can vary a little, the patterns of behaviors are there.
4 But then as you said before, when you were asking me about
5 science and not everyone fits the pattern, I'm saying that
6 he falls into the category. But his behaviors are just not
7 -- they don't fit the pattern.

8 Q. So even if he's an emerging adult, he may not act
9 like an emerging adult.

10 A. Yeah, it's possible.

11 Q. And he may -- you can be an emerging adult and
12 act like somebody who -- and have an established, separate
13 household and that -- and that would be possible, correct?

14 A. It's possible, hypothetically. The research --
15 what I see here with this evidence doesn't suggest that he
16 falls into that category. His is -- his seemed to be more
17 classic.

18 Q. Assuming that he lived with his parents but had
19 this apartment and he paid for utilities and everything
20 else and he put all of his documentation -- or most of his
21 documentation there, correct?

22 A. Well, I --

23 MR. WILLOUGHBY: Object to the form.

24 A. My assumption is more with all that I just read.

25 Q. In terms of the definition of a resident under

1 CERTIFICATE OF REPORTER

2
3 I, PATRICIA G. BACHAND, COURT REPORTER AND NOTARY
4 PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE,
5 HEREBY CERTIFY THAT I REPORTED THE DEPOSITION OF RONALD
6 O'NEAL PITNER, ON THURSDAY, THE 23RD DAY OF AUGUST 2018,
7 THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT THE
8 FOREGOING 142 PAGES CONSTITUTE A TRUE AND CORRECT
9 TRANSCRIPTION OF SAID DEPOSITION.

10 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
11 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
12 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
13 INTERESTED IN SAID CAUSE.

14 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
15 WAS THEREAFTER SEALED BY ME AND DELIVERED TO WESLEY B.
16 SAWYER, ESQ., MURPHY & GRANTLAND, PA, 4406-B FOREST DRIVE,
17 COLUMBIA, SOUTH CAROLINA, WHO WILL RETAIN THIS SEALED
18 ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE FOR FILING
19 SAME WITH THE COURT PRIOR TO TRIAL OR ANY HEARING WHICH
20 MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

21 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
22 28TH DAY OF AUGUST 2018.

Patricia G. Bachand

23
24 PATRICIA G. BACHAND, COURT REPORTER
25 MY COMMISSION EXPIRES MARCH 8, 2027



236-4816 cash

236-9111

Application Fee

\$20.00 for single, \$30.00 for married couple & \$40.00 for roommates

RENTAL APPLICATION

Property Address: E-7Vincent Jackson

Name(s) of Applicant(s) (A

separate application form is to be completed when co-applicants are not married. (The "Applicant" whether one or more) hereby applies on _____, 20____, to _____ Century 21 Hawkins & Kolb _____ (the Landlord) for rent of the following described property located in the City or County of Sumter _____ (the "Property") for occupancy beginning _____, 20____, and ending on _____, 20____, at a monthly rental of \$ 575 and initial security deposit of \$ 575.

Property address: _____

Date of birth: 9/10/89Work Telephone: 803 773 7329Social Security No: 300119701Driver's license no. and State of issue: 100654383 South Carolina

Other name(s) of Applicant used within last 3 years _____

Names Of Occupants, Relationship To Applicant & Age Of Occupants: Jessica Wilson Girl friend, 22TAYDEN JACKSON, 2 yrsNumber of vehicles: 1 Make/Model/State license tag #: Ford Explorer ANS10Number of pets (include age, weight and breed): 0CURRENT ADDRESS: Present Address: 9 Brown StCity: Sumter State: SC Zip Code: 29150 How long? 22 yrsReason for leaving: To have own place Monthly rent: 0 Telephone: 803 236-9911Name and telephone of previous Owner or Agent: Barbara Jackson

PREVIOUS ADDRESS:

Previous address within last 3 years:

From _____ to _____ Monthly rent: _____ Address: _____

Reason for leaving: _____

Name, address, and telephone of Owner or Agent: _____

From _____ to _____ Monthly rent: _____ Address: _____

Reason for leaving: _____

Name, address, and telephone of Owner or Agent: _____

From _____ to _____ Monthly rent: _____ Address: _____

Reason for leaving: _____

Name, address, and telephone of Owner or Agent: _____

[] APPLICANT [] APPLICANT [] LANDLORD HAVE READ THIS PAGE

Century 21 Hawkins & Kolb

688 Bullman Dr
Sumter, SC 29150
803-773-0221



Form 460

PAGE 1 OF 3

Jackson 000004

Yes - Called 9/10/10:45

Military Personnel Only	
Rank: _____	Pay Grade: _____
First Shift: _____	

EMPLOYMENT INFORMATION:

Applicant's present employer: Evans Trailer Immediate supervisor: Jerry Evans

How long? 1 yr 1 mo Date hired? 1/24/10 Address: Highway 15 S

Telephone: 773-7329 Employed as: Welder Monthly gross income: \$ 2,000

If employed less than one year by present employer, previous employer: _____ How long? _____

Date hired? _____ Immediate supervisor: _____

Address: _____ Telephone: _____

Employed as: _____ Monthly gross income: \$ _____

Other sources of income to be considered (Applicant need not disclose alimony, child support, or separate maintenance income or its source, unless Applicant wishes to be considered for the purpose of this application for lease):

Other income: \$ _____ Source: _____

Other income: \$ _____ Source: _____

Other income: \$ _____ Source: _____

Name of nearest relative: Barbara Jackson Relationship: MOM

Address: 9 Brown St Telephone: 775-5254

Spouse or Roommate's Name: Jessica Wilson Social Security No.: 200-885-1215

Address: 19 Dollard Dr. Telephone Number: 803-236-9876

Date of birth: 12-22-89 Work telephone: 774-9000 Driver's license no. and State of issue: 100858331, SC

Other name(s) of Spouse (maiden name) used within last 3 years: _____

Spouse Or Roommate's Employment Information

Spouse's or Roommate's Present Employer: Tuomey Health Care

Immediate supervisor: Laurie Lingfelt How long? 1 yr 2 months Date hired? 4/3/11

Address: Washington St. Sumter SC Telephone: 803-774-9000

Employed as: CNA Monthly gross income: \$ Out on maternity leave (\$900)

If employed less than one year by present employer, previous employer: _____

How long? _____ Date hired? _____ Immediate supervisor: _____

Address: _____

Telephone: _____ Employed as: _____

Monthly gross income: \$ _____

Other sources of income to be considered (Spouse need not disclose alimony, child support, or separate maintenance income or its source, unless Applicant wishes to be considered for the purpose of this rental application.):

Other income: \$ _____ Source: _____ Other income: \$ _____

Source: _____ Other income: \$ _____ Source: _____

Name of nearest relative: _____ Relationship: _____

Address: _____ Telephone: _____

APPLICANT ☐ APPLICANT ☐ LANDLORD HAVE READ THIS PAGEForm 460
PAGE 2 OF 3

Jackson 000005

07-19-16:04:00PM;

8037735630

3/ 6



RENEWAL OF RESIDENTIAL RENTAL AGREEMENT

This Renewal Agreement dated July 9, 2013, is a rider to and forms a part of the original Residential Rental Agreement (the "AGREEMENT") dated June 29, 2012, between Vincent Jackson, Tenant(s), and Century 21 Hawkins & Kolb, Landlord, for the property located at the following address: 251 East Street Apt. E-7
City Sumter Zip 29150 County of Sumter
State of South Carolina, known as 251 East Street Apt. E-7 Sumter, SC 29150

The Agreement is hereby extended for an additional term of 12 months commencing July 1, 2013, and ending June 30, 2014, and the RENTAL RATE during this period shall be Five Hundred Seventy Five Dollars And No/100 Dollars (\$ 575.00) per month.

ADDITIONAL TERMS: If tenant chooses not to renew lease the rent will be \$600.00 beginning 7-1-13
**Late fees are \$25.00 if not received by the 5th of the month and an additional \$5.00 per day thereafter.

ALL OTHER COVENANTS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN EFFECT, AND NO COVENANT OR CONDITION OF THE AGREEMENT SHALL BE DEEMED WAIVED BY ANY ACTION OR NON-ACTION IN THE PAST.

Wanda Deeding 7/9/13 Vincent Jackson 7-22-13 12:07
Landlord Date Time Tenant Date Time

Tenant Date Time

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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Form 450
PAGE 1 of 1

CENTURY 21 Hawkins & Kolb 603 Delaware Drive, Sumter SC 29150
Phone (803) 773-1477 Fax (803) 773-5630 D. Mack Kolb

Produced with E-Form™ by RE FormNet, LLC 10000 Peach Lake Road, Chino Township, Michigan 48035, (800) 563-6000

T65235142/FN

Lease renewal

Jackson 000016

1201		STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE 2012 INDIVIDUAL INCOME TAX RETURN	8C1040 Rev. 8/2012 878

Your social security number	Check if deceased ☐
250 79 5822	
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A
CORRECTED RETURN, SEE 8C1040
INSTRUCTIONS FOR ADDITIONAL
INFORMATION.

For the year January 1 - December 31, 2012, or short for year beginning 2012 and ending 2012				
Full year first name and last name	Last name			
VINCENT A	JACKSON			
Spouse's full name, if married filing jointly				
Last name				
Check if address is outside the U.S. ☐ If filing address (street and street, Apt. or P.O. Box) Foreign address, the instructions				
251 EAST ST APT 2-7	43			
City	State			
SUMTER	SC			
Zip	Area code			
29150	803-236-9911			
Check if address is outside the U.S. ☐ Foreign country address including Postal code (see instructions)				
Check this box if you are filing SC Schedule 595 (see instructions) ☐				
Check this box if filing a separate return for "Married or W" separation ☐				
Check this box if you have filed in federal or state court ☐				
Check this box if you served in a Military COMBAT ZONE during the filing period ☐				
Enter the name of the spouse ☐				
Check this box if the return is situated by a federally declared DISASTER AREA ☐				
Enter the name of the disaster area ☐				
CHECK YOUR (1) ☐ Single (2) ☐ Married filing separately. Enter spouse's SSN below:				
FEDERAL FILING STATUS (2) ☐ Married filing jointly (3) ☒ Head-of-household (4) ☐ Widower/widow with dependent child				
Federal Exemptions				
Enter the number of exemptions from your 2012 federal return	1			
Enter the number of exemptions listed above that were under the age of 18 years on December 31, 2012	1			
Enter the number of taxpayers age 65 or older, as of December 31, 2012				
Dependents:				
First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)
JAYDEN A	JACKSON	798-01-5526	SON	06/11/2012

30751028

JACKSON 001162

Jackson 000017

Page 2 of 3

INCOME AND ADJUSTMENTS

1 Enter federal taxable income from your Federal form. If zero or less, enter zero here. 2012
 If you are a nonresident, enter zero here. Dollars
 11,668.00

ADDITIONS TO FEDERAL TAXABLE INCOME

a State tax refund, if included on federal return (see instructions) a 0.00
 b Out-of-state interest (see instructions) b 0.00
 Check type of loan: ☐ Rental ☐ Business ☐ Other c 0.00
 c Expenses related to National Guard and Military Reserve income d 0.00
 d Interest income on obligations of states and political subdivisions other than South Carolina e 0.00
 e Other additions to income. Attach an explanation (see instructions) f 0.00

2 Add lines a through f and enter the total here. These are your total additions 2 0.00

3 Add lines 1 and 2 and enter the total here 3 11,668.00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

f State tax refund, if included on your federal return f 0.00
 g Total and permanent disability retirement income, if based on your federal return g 0.00
 h Out-of-state income tax - Do not include personal services income (see instructions) h 0.00
 Check type of income: ☐ Rental ☐ Business ☐ Other i 0.00
 i 4% of net capital gains held for more than one year (see instructions) j 0.00
 j Voluntary deductions (see instructions) Check type of deduction:
☐ Firefighter ☐ Teacher ☐ Reserve Police ☐ Reserve Squad ☐ Other k 0.00
 k Contributions to the BC College Transportation Program (Future Scholar) or the BC Tuition Prepayment Program (see instructions) l 0.00
 l Active Trade or Business Income Deduction (see instructions) m 0.00
 m Interest income from obligations of the US government n 0.00
 n Certain nontaxable National Guard or Reserve Pay (see instructions) o 0.00
 o Social security and/or railroad retirement, if based on your federal return p 0.00
 p Caution: Retirement Deduction (see instructions)
 p-1 Taxpayer: date of birth p-1 0.00
 p-2 Spouse: date of birth p-2 0.00
 p-3 Surviving spouse #1: date of birth of deceased spouse p-3 0.00
 p-4 Surviving spouse #2: date of birth of deceased spouse p-4 0.00
 q Age 65 and older deduction (see instructions)
 q-1 Taxpayer: date of birth q-1 0.00
 q-2 Spouse: date of birth q-2 0.00
 r Negative amount of federal taxable income r 0.00
 s Substantial presence days (see instructions) s 0.00
 t Dependents under the age of 18 years on December 31 of the tax year t 0.00
 u Other subtractions (see instructions) u 0.00

4 Add lines f through u and enter the total here. These are your total subtractions 4 3,800.00

5 Reproduce subtract line 4 from line 3 and enter the difference. If zero or less, enter zero here. 5 7,868.00

6 TAX on Lump Sum Distribution (attach BC4872) 6 1,74.00

7 TAX on Active Trade or Business Income (attach 1041) 7 0.00

8 TAX on income withdrawn from Catastrophe Savings Accounts 8 0.00

9 Add lines 6 through 8 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX 9 1,74.00

10 Child and Dependent Care (see instructions) 10 0.00

11 Two-Wage Earner Credit (see instructions) 11 0.00

12 Other non-refundable credits. Attach BC1047C and other state returns. 12 0.00

13 TOTAL non-refundable credits. Add lines 10 through 12 and enter the total here 13 0.00

14 SUBTRACT the 13 from the 9. Enter the difference BUT NOT LESS THAN ZERO here 14 1,74.00

30752026

JACKSON 001163

Jackson 000018

Page 3 of 3

2012

PAYMENTS AND REFUNDABLE CREDITS

16 SC INCOME TAX WITHHELD (Attach W-2 or 941) 1,636.00 17 2012 estimated tax payments 0.00 18 Amount paid with extension 0.00 19 NR sale of real estate 0.00	20 Other SC withholding (Attach Form 1069) 0.00 21 Tuition tax credit (Attach 1-318) 0.00 22 Other refundable credit(s) 0.00 Check type: ☐ Archaic Ammonia (Attach 1-333) ☐ M&B Credit (Attach 1-354)
23 Add lines 16 through 22 and enter the total here 1,636.00 24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT 1,462.00 25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE 0.00	
26 USE TAX: (See instructions) 0.00 27 Amount of line 24 to be credited to your 2013 Estimated Tax 0.00 28 Total Contributions for Check-offs (Attach 1-300) 0.00 29 Add lines 26 through 28 and enter the total here 0.00 30 If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 24 check box entry is required) 1,462.00	
REFUND OPTIONS (subject to program limitations) 30a Mark one refund choice: ☒ Direct Deposit (See instructions) ☐ Debit Card ☐ Paper Check *SCDOR Issues Tax Refund Prepaid Debit Card Issued by Bank Of America 30b Direct Deposit (for US Accounts Only) Type: ☒ Checking ☐ Savings Routing Number (RTN) 053207766 Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32. Bank Account Number (BAH) 7117799937 1-17 digits	
31 Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount 0.00 32 Late filing and/or late payment: Penalties 0.00 Interest 0.00 (See instructions) Enter total here 0.00 33 Penalty for Underpayment of Estimated Tax (Attach SC2210) 0.00 (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax ☐	
34 Add lines 31 through 33 and enter the AMOUNT YOU OWE here 0.00 BALANCE DUE 0.00	

Pay electronically free of charge at www.scdor.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-4 with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2012 SC1040" on the payment.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/NT on its secure, confidential website www.scdor.org instead of receiving it in the mail. Form 1099-G/NT is used when preparing your federal tax return. The website information would allow you to print a copy of the form if needed. Check the box below and provide a valid email address to receive more information and instructions about this new program when available.

☐ Yes, I wish to receive information about accessing my 1099-G/NT information through the SCDOR website. Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature Date Spouse's signature (if married filing jointly, BOTH must sign)

SELF-PREPARED

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☐ No ☒ Preparer's printed name

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only

Preparer's signature Date Check ☐ Preparer's PTIN ☐

Firm name (or yours if self-employed) and address and Zip Code FEIN ☐ Phone No. ☐

MAIL TO:

REFUNDS OR ZERO TAX SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

30753024

JACKSON 001164

Jackson 000019

1040		Department of the Treasury—Internal Revenue Service		2012		OMB No. 1545-0047		PS Use Only—Do not write or staple in this space.																					
For the year Jan. 1–Dec. 31, 2012, or other tax year beginning , 2012, ending , 20																													
Your first name and initial VINCENT A				Last name JACKSON		Your social security number 250 179 15922																							
If a joint return, spouse's first name and initial				Last name		Spouse's social security number																							
Home address (number and street). If you have a P.O. box, see instructions. 251 RAST ST						Apt. no. 8-7		Make sure the SSN(s) above and on line 1c are correct.																					
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). SUMTER, SC 29150						Foreign postal code		Prohibited Signature Copyright Check line 7 yes or no space if filing jointly, use 11 to go to file first. Check for a fee before will not charge your fee or refund. ☐ Yes ☐ No																					
Foreign country name						Foreign province/state/country		Foreign postal code																					
Filing Status 1 ☐ Single 2 ☐ Married filing jointly (even if only one had income) 3 ☐ Married filing separately. Enter spouse's SSN above and full name here: 4 ☒ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here: 5 ☐ Qualifying widow(er) with dependent child																													
Exemptions 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a. b ☐ Spouse c Dependents: <table border="1"> <thead> <tr> <th>(i) First name</th> <th>Last name</th> <th>(ii) Dependent's social security number</th> <th>(iii) Dependent's relationship to you</th> <th>(iv) If child under age 17, qualifying for child tax credit (see instructions)</th> </tr> </thead> <tbody> <tr> <td>JAYDEN A</td> <td>JACKSON</td> <td>798 01 5526</td> <td>SON</td> <td>☒</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>☐</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>☐</td> </tr> </tbody> </table> If more than four dependents, see instructions and check here ☐ d Total number of exemptions claimed 2										(i) First name	Last name	(ii) Dependent's social security number	(iii) Dependent's relationship to you	(iv) If child under age 17, qualifying for child tax credit (see instructions)	JAYDEN A	JACKSON	798 01 5526	SON	☒					☐					☐
(i) First name	Last name	(ii) Dependent's social security number	(iii) Dependent's relationship to you	(iv) If child under age 17, qualifying for child tax credit (see instructions)																									
JAYDEN A	JACKSON	798 01 5526	SON	☒																									
				☐																									
				☐																									
Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 27,968. 8a Taxable interest. Attach Schedule B if required 8a 8b Tax-exempt interest. Do not include on line 8a 8b 9a Ordinary dividends. Attach Schedule B if required 9a 9b Qualified dividends 9b 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐ 13 14 Other gains or (losses). Attach Form 4797 14 15a IRA distributions 15a b Taxable amount 15b 16a Pensions and annuities 16a b Taxable amount 16b 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 18 Farm income or (loss). Attach Schedule F 18 19 Unemployment compensation 19 20a Social security benefits 20a b Taxable amount 20b 21 Other income. List type and amount 21 22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 22 27,968.																													
Adjusted Gross Income 23 Educator expenses 23 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24 25 Health savings account deduction. Attach Form 8889 25 26 Moving expenses. Attach Form 3903 26 27 Deductible part of self-employment tax. Attach Schedule SE 27 28 Self-employed SEP, SIMPLE, and qualified plans 28 29 Self-employed health insurance deduction 29 30 Penalty on early withdrawal of savings 30 31a Alimony paid to Recipient's SSN 31a 32 IRA deduction 32 33 Student loan interest deduction 33 34 Tuition and fees. Attach Form 8879 34 35 Domestic production activities deduction. Attach Form 8805 35 36 Add lines 23 through 35 36 37 Subtract line 36 from line 22. This is your adjusted gross income 37 0.																													

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. CDA

Col. No. 115208 Form 1040 (2012)

JACKSON 001165

Jackson 000020

Insurance policy issued to Vincent on car he owned
NOT the car involved in the accident.

ELECTRONICALLY FILED - 2019 May 23 3:23 PM - SUMTER - COMMON PLEAS - CASE#2016CP4301521

 OMNI INDEMNITY COMPANY 2018 POWERS FERRY ROAD SUITE 400 ATLANTA, GA 30339		DECLARATIONS	
NAMED INSURED AND ADDRESS VINCENT JACKSON 251 RAST ST APT E7 SUMTER, SC 29150		PRODUCER AIA AUTO INS (1000051643) 420 S PIKE E SUMTER, SC 29150 803-938-8833	
PRIVATE PASSENGER AUTO POLICY NUMBER: 4276309 DECPAGE ID: 1		POLICY PERIOD: March 13, 2013 02:16 PM to March 13, 2014 12:01 A.M.	
VEHICLE Vehicle: 1 Make: 2001 OLDS Model: AURORA 4.0 VIN#: 1G3GS64C314262735 Use: Pleasure BI/MED/PhysDam Symbol: 290/485/13 Territory: 46 Tier: G		DRIVER VINCENT JACKSON Birthdate: 09/10/1989 Marital Status: Single License: SC 100654383 Points: 5 - E,1,A,1 Class: SM23	
		DISCOUNTS / SURCHARGES	
COVERAGE (Premiums for 12 months)			
		LIMIT	PREMIUM Veh 1
Premium is based on your selection of the following:			
Bodily Injury Liability		25,000 per person	\$1,217.72
		50,000 per occurrence	
Property Damage Liability		25,000 per occurrence	\$537.20
Uninsured Motorist Bodily Injury		25,000 per person	\$89.97
		50,000 per occurrence	
Uninsured Motorist Property Damage		25,000 per occurrence	\$53.89
Uninsured Motorist Property Damage Deductible		\$200 Deductible	
Total Policy Premium:			\$1,898.78
SR22 Filing Fee			\$25.00
ACCIDENTS/VIOLATION POINTS			
Name	Date	Description	Points
VINCENT JACKSON	01/10/2012	Speeding	1
VINCENT JACKSON	12/10/2012	Operating A Motor Vehicle While Driving Privilege Is Suspended	4
FORMS AND ENDORSEMENTS			
-0839 (11/08) - South Carolina Personal Auto Policy -0839-12 (11/08) - Best Plan Disclosure -A-100.1 (02/10) - Adverse Underwriting Decision Notice			
ADDITIONAL INTEREST			
Veh	Type	Name	Address
			Loan Number

Will Hall

Jackson 000021

Employment Record (Most Recent Employment First) INDUSTRIAL							
Dates From:	Company Name and Address	Type of Business	Days Temp. Services?	Supervisor	Position/Duties	Reason for Leaving	Salary Starting
To		Size		Phone No.			Ending
Dec-81 Dec-90	Lexicon, Charleston, SC Construction	Construction shutdown work	NO	843-332-3110	Welder - Weld with work and stainless tanks	Shutdown was over	20.00
3-30-85 8-31-85	Mannes, Lupton, SC Hwy 601	Industrial	NO	803-438-8888	Welder - Weld caplets for trailer	Lay off	14.25
1-0-81 3-15-82	Evans Trailer, Sumter, SC 16 South	Industrial	ROPER	803-585-1166	Welder - Weld Trailer	Work set & slow	15.20

I hereby certify that my only purpose for making application was to obtain employment.

Date 1-5-14

Source: David P. ...

8-3

Robert Temporary Services		PLEASE PRINT CLEARLY		CHS	
How do you use Robert Temporary Services?		High School Graduated Yes ☒ No ☐		Special Training: We (ing)	
Entered <u>PROBATION WORK</u>		Highest Grade Completed <u>8</u>		Domestic <u>welding</u> craft field	
Last Name	First	Middle	Home Security No.	Position Desired	Salary Desired
<u>Jackson</u>	<u>Vincent</u>	<u>Anthony</u>	<u>780-79-6922</u>	<u>welding</u>	<u>14.00</u>
Address	City	State	Zip Code	Date Entry Experience ☐ Yes ☒ No	Date Available From To
<u>211 West 1st Ave</u>	<u>SC</u>	<u>29150</u>	<u>SC</u>	<u>NO</u>	<u>1-4-14</u>
Home Phone	Message Number	Are you at least 18 years old?	Have you been bonded?	Have you been bonded?	Will you accept permanent employment?
<u>913-236-9911</u>	<u>Car</u>	<u>YES</u>	<u>NO</u>	<u>NO</u>	<u>YES</u>
Have you ever been convicted of a crime?		List criminal convictions and dates:		Emergency Contact Name Phone No. Relationship	
<u>NO</u>		<u>Public Disorderly Conduct, 1-4-14</u>		<u>Barbara Jackson 913-236-9743 Mother</u>	
Print (or type) name with address and phone number				Do you now legally possess a driver's license?	
				<u>YES</u> ☐ <u>NO</u> ☐	

[illegible]

JACKSON 001173

Jackson 000028



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

▶ START HERE. Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Last Name (Family Name) Jackson		First Name (Given Name) Vincent		Middle Initial A	Other Names Used (if any)	
Address (Street Number and Name) 251 East 1st St		Apt. Number E7	City or Town Sumter		State SC	Zip Code 29150
Date of Birth (mm/dd/yyyy) 09-10-1989	U.S. Social Security Number 228-777-5462	E-mail Address JacksonVincentA@kpro.com			Telephone Number (853) 234-9911	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- ☒ A citizen of the United States
- ☐ A noncitizen national of the United States (See instructions)
- ☐ A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- ☐ An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number OR Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: _____

OR

2. Form I-94 Admission Number: _____

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of issuance fields. (See instructions)

Signature of Employee: Vincent Jackson	Date (mm/dd/yyyy): 01/14/2014

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator: _____		Date (mm/dd/yyyy): _____
Last Name (Family Name) _____		First Name (Given Name) _____
Address (Street Number and Name) _____		City or Town _____
		State _____ Zip Code _____

JACKSON 001174

Jackson 000029

Employee Last Name, First Name and Middle Initial from Section 1:			
List A Identity and Employment Authorization	OR List B Identity	AND	List C Employment Authorization
Document Title:	Document Title: Dr. License		Document Title: SS card
Issuing Authority:	Issuing Authority: 100654383		Issuing Authority: SS admin
Document Number:	Document Number: 04-10-2023		Document Number: 250-19-5922
Expiration Date (if any) (mm/dd/yyyy):	Expiration Date (if any) (mm/dd/yyyy):		Expiration Date (if any) (mm/dd/yyyy):
Document Title:			
Issuing Authority:			
Document Number:			
Expiration Date (if any) (mm/dd/yyyy):			
Document Title:			
Issuing Authority:			
Document Number:			
Expiration Date (if any) (mm/dd/yyyy):			

3-D Barcode
Do Not Write in This Space

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions.)

Signature of Employer or Authorized Representative Roy Benenhaley	Date (mm/dd/yyyy) 6/14/2014	Title of Employer or Authorized Representative Account Executive
Last Name (Family Name) Benenhaley	First Name (Given Name) Lori	Employer's Business or Organization Name ROPER PERSONNEL SERVICES INC.
Employer's Business or Organization Address (Street Number and Name) 101 S. WISE DR.		City or Town SUMTER
State SC		Zip Code 29150

A. New Name (if applicable) Last Name (Family Name) First Name (Given Name)	Middle Initial	B. Date of Birth (if applicable) (mm/dd/yyyy):

C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any) (mm/dd/yyyy):

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

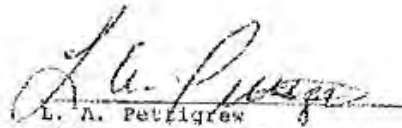
Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:

JACKSON 001175

Jackson 000030

A F F I D A V I T

I, L. A. Pettigrew, Claims Coverage Underwriter of Government Employees Insurance Company, a corporation organized and existing under the laws of the state of Maryland, do hereby certify that the attached Policy Declaration sheet was printed from records retained in our computer data files. The specimen amendments, endorsements, and policy contract are standard forms with information particular to this policy. Attached is a copy of policy contract number 4007-B4-23-07 in the name of THEREL A JACKSON AND BARBARA JACKSON for Endorsement effective 01-16-14, issued on 01-16-14 and in effect on 01-17-14.


L. A. Pettigrew
Claims Coverage Underwriter

August 12th, 2014





Tel: 1-800-841-2000

GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Center
Macon, GA 31295-0001

Date issued: January 16, 2014

THEREL A JACKSON AND BARBARA
JACKSON
9 BROWN ST
SUMTER SC 29150-3605

Email Address: jacksonb1002@yahoo.com

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4007-84-23-07

Coverage Period:

11-08-13 through 05-08-14

12.01 a.m. local time at the address of the named insured.

Endorsement Effective: 01-16-14

Named Insured

Therel A Jackson
Barbara Jackson

Additional Driver

Tyrell D Jackson

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 1998 Nissan Pkp/XE/SE	1N6SD18S8TC363092	Sumter SC 29150	
2 1999 Ford Explorer	1FMZU32E1X2G12643	Sumter SC 29150	
3 2003 Dodge Ram F1500	1D7HA18D33J574173	Sumter SC 29150	
4 2002 Suzuki Aero S/GS	JS2RA41S925105935	Sumter SC 29150	
5 1987 BMW 528E	WBADK7301H9854896	Sumter SC 29150	

Coverages*

Limits and/or Deductibles

		<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>	<u>Vehicle 4</u>
Bodily Injury Liability					
Each Person/Each Occurrence	\$100,000/\$300,000	\$76.30	\$294.30	\$76.30	\$55.00
Property Damage Liability	\$50,000	\$48.80	\$180.40	\$48.80	\$34.30
Uninsured Motorists Bodily Injury					
Each Person/Each Occurrence	\$100,000/\$300,000	\$22.00	\$30.30	\$30.30	\$30.30
Property Damage	\$50,000	\$4.70	\$4.70	\$4.70	\$4.70
Underinsured Motorist Bodily Injury	\$100,000/\$300,000	\$42.00	\$62.20	\$62.20	\$62.20
Each Person/Each Occurrence					
Property Damage	\$50,000	\$1.90	\$1.90	\$1.90	\$1.90
Six Month Premium Per Vehicle		\$193.70	\$673.80	\$222.20	\$189.30

Coverages*

Limits and/or Deductibles

Vehicle 5

Bodily Injury Liability		
Each Person/Each Occurrence	\$100,000/\$300,000	\$55.00
Property Damage Liability	\$50,000	\$34.30

T-1
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Coverages Continued on Back
Policy Change Page 3 of 4

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<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 5</u>
Uninsured Motorist Bodily Injury		
Each Person/Each Occurrence	\$100,000/\$300,000	\$30.30
Property Damage	\$50,000	\$4.70
Underinsured Motorist Bodily Injury		
Each Person/Each Occurrence	\$100,000/\$300,000	\$62.20
Property Damage	\$50,000	\$1.90
Six Month Premium Per Vehicle		\$189.30
Total Six Month Premium		\$1,385.30

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is

Multi-Car (Veh 1, 2, 3, 4, 5)	\$397.10
Driver Training (Veh 2)	\$215.30
5 Year Good Driving (Veh 1, 2, 3, 4, 5)	\$52.80
	\$129.20

Contract Type: A30SC

Contract Amendments: ALL VEHICLES - A30SC A54SC

Unit Endorsements: A347 (VEH 1,2,3,4,5)

Important Policy Information

- Congratulations! You have earned the free Accident Forgiveness benefit. That means we will waive the surcharge associated with the first at-fault accident caused by an eligible driver on your policy.
- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- The 1988 CHEV has been deleted from your policy. The 1995 CHEV has been deleted from your policy.

GEICO

ONE GEICO PLAZA
Washington, D. C. 20078-0001
Telephone: 1-800-841-3000

**South Carolina
Family
Automobile
Insurance
Policy**

- Government Employees Insurance Company
- GEICO Casualty Company
- GEICO Indemnity Company

A-10-SL (12-09)

POLICY INDEX	
	Page
SECTION I	
Liability Coverages	
Your Protection Against Claims From Others	
Definitions.....	3
Losses We Will Pay For You.....	4
Additional Payments We Will Make Under The	
Liability Coverages.....	4
Legal Expenses And Court Costs	
Bail And Appeal Bonds	
First Aid Expenses	
Exclusions: When Section I Does Not Apply.....	4
Persons Insured: Who Is Covered.....	5
Financial Responsibility Laws.....	5
Out Of State Insurance.....	5
Limit Of Liability.....	6
Other Insurance.....	6
Conditions.....	6
Notice	
Two Or More Autos	
Assistance And Cooperation Of The Insured	
Action Against Us	
Subrogation	
SECTION II	
Auto Medical Payments	
Definitions.....	6
Payments We Will Make.....	6
Exclusions: When Section II Does Not Apply.....	6
Limit Of Liability.....	7
Other Insurance.....	7
Conditions.....	7
Notice	
Two Or More Autos	
Action Against Us	
Medical Reports - Proof And Payment Of Claims	
Subrogation	
SECTION III	
Physical Damage Coverages	
Your Protection For Loss Of Or Damage To Your Car	
Definitions.....	7
Losses We Will Pay.....	8
Comprehensive Coverage.....	8
Collision Coverage.....	8
Additional Payments We Will Make Under The	
Physical Damage Coverages.....	9
Car Rental If Your Car Is Stolen.....	9
Exclusions: When The Physical Damage	
Coverages Do Not Apply.....	9
Limit Of Liability.....	9
Other Insurance.....	9
Conditions.....	9
Notice	
Two Or More Autos	
Assistance And Cooperation Of The Insured	
Action Against Us	
Subrogation	
SECTION IV	
Uninsured Motorists Coverage	
Your Protection For Injuries Caused By Uninsured	
Motorists	
Definitions.....	10
Losses We Pay.....	11
Exclusions: When Section IV Does Not Apply.....	11
Limit Of Liability.....	11
Other Insurance.....	12
Trust Agreement.....	12
Conditions.....	12
Proof Of Claim	
Assistance And Cooperation Of The Insured	
Notice Of Legal Action	
Payment Of Loss	
Action Against Us	
SECTION V	
General Conditions	
The Following Apply To All Coverages In This Policy	
Territory.....	13
Premium.....	13
Changes.....	13
Assignment.....	13
Policy Period.....	13
Cancellation By The Insured.....	13
Cancellation By Us.....	13
Cancellation By Us Is Limited.....	13
Renewal.....	14
Other Insurance.....	14
Dividend Provisions.....	14
Declarations.....	14
Fraud And Misrepresentation.....	14
Examination Under Oath.....	14
Terms Of Policy Conform To Statutes.....	14
SECTION VI	
Amendments And Enforcements	
Special Enforcement - United States Government	
Employees.....	15

Whenever, "he," "his," "him," "himself" appears in this policy, you may read "she," "her," "hers" or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with you, the policyholder. Relying on the information you have furnished and the declarations attached to this policy and if you pay your premium when due, we will do the following:

SECTION I

Liability Coverages

Your Protection Against Claims From Others

Bodily Injury Liability Property Damage Liability

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **"Auto business"** means the business of selling, repairing, servicing, storing, transporting or parking of autos.

2. **"Bodily injury"** means bodily injury to a person, including resulting sickness, disease or death.

3. **"Farm auto"** means:

- (a) a private passenger or station wagon type auto; or
- (b) a motor vehicle with a pick-up body; or
- (c) a delivery sedan or panel truck.

which is principally garaged on a farm or ranch and which is not used for business, professional or commercial purposes other than:

- (a) farming or ranching; or
- (b) driving to and from work.

4. **"Insured"** means a person or organization described under PERSONS INSURED.

5. **"Non-owned auto"** means an automobile or trailer not owned by or furnished for the regular use of either you or a relative, other than a temporary substitute auto. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

6. **"Owned auto"** means:

- (a) a vehicle described in this policy for which a premium charge is shown for those coverages;
- (b) a trailer owned by you;
- (c) a private passenger, farm or utility auto, ownership of which you acquire during the policy period or for which you enter into a lease during

the policy period for a term of six months or more, i.e.

- (i) it replaces an owned auto as defined in (a) above; or
- (ii) we insure all private passenger, farm and utility autos owned or leased by you on the date of the acquisition, and you ask us to add it to the policy no more than 30 days later.

(d) a temporary substitute auto.

7. **"Private passenger auto"** means the following types of motor vehicles owned by or leased under a long term contract by an individual or individuals:

- (a) a motor vehicle of the private passenger type or station wagon type; or
- (b) a utility auto; or
- (c) a motor home

which is not used in the occupation, profession or business of the insured other than farming or ranching.

A motor vehicle is not considered owned by or leased under a long-term contract by an individual or individuals if the motor vehicle is owned by a partnership or corporation, unless the motor vehicle is owned by a farm family co-partnership or a farm family corporation and is garaged principally on a farm or ranch.

8. **"Relative"** means a person related to you who resides in your household.

9. **"Temporary substitute auto"** means an automobile or trailer, not owned by you, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the owned auto or trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

10. **"Trailer"** means a trailer designed to be towed by a private passenger auto, if not being used for business or commercial purposes with a vehicle other than a private passenger, farm or utility auto.

11. **"Utility auto"** means:

- (a) a motor vehicle with a pick-up body; or
- (b) van, delivery sedan or panel truck.

which is not used for business, professional or commercial purposes other than:

- (i) farming or ranching; or
- (ii) driving to and from work.

12. "**War**" means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.

13. "**You**" means the policyholder named in the declaration and his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU UNDER SECTION I

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **bodily injury**, sustained by a person; and
2. damage to or destruction of property;

arising out of the ownership, maintenance or use of the **owned auto** or a **non-owned auto**.

We will defend any suit for damages payable under the terms of this policy. We may investigate and settle any claim or suit. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered law suit.
3. All interest accruing after entry of judgment on that amount of a judgment which represents our limit of liability until we have paid, offered or deposited in court that part of the judgment not exceeding the limit of our liability.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of our liability.
5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an **insured auto**, not to exceed \$250 per bail bond.
6. Costs incurred by any **insured** for first aid to others at the time of an accident involving an **insured auto**.
7. Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.

8. All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

When Section I Does Not Apply

We will not defend any suit for damage if none or more of the exclusions listed below applies. We do not provide liability coverage under Exclusions 1, 2, 3 and 8, in excess of the minimum limits of liability required by South Carolina law. We do not provide any liability coverage for the remaining Exclusions.

1. **Bodily injury** to any **insured** or any **relative** of an **insured** residing in his household is not covered.
2. Section I does not apply to any vehicle used to carry passengers or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
3. **Bodily injury** or property damage caused intentionally by or at the direction of an **insured** is not covered.
4. We do not cover **bodily injury** or property damage that is insured under a nuclear liability policy.
5. **Bodily injury** or property damage arising from the operation of farm machinery is not covered.
6. **Bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured** is not covered.

However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.

7. We do not cover **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.

8. We do not cover an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.

9. A **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business; (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or your chauffeur or domestic servant while engaged in such other business.

10. We do not cover damage to:

- (a) property owned, operated or transported by an **insured**; or
- (b) property rented to or in charge of an **insured** other than a residence or private garage.

11. We do not cover an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.

12. We do not cover:

- (a) the United States of America or any of its agencies;
- (b) any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.

PERSONS INSURED Who Is Covered

Section I applies to the following as **insureds** with regard to an **owned auto**:

1. **you and your relatives**;
2. any other person driving the auto with **your** permission and within the actual scope of **your** permission;
3. any other person or organization for his or its liability because of acts or omissions of an **insured** under 1. or 2. above.

Section I applies to the following with regard to a **non-owned auto**:

1. (a) **you**;
- (b) **your relatives** when driving a **private passenger auto, farm auto or utility auto** or towing a **trailer**.

Such operation by **you** or **your relatives** must be with the permission, or reasonably believed to be with the permission, of the owner and within the scope of that permission.

2. any other person or organization, not owning or hiring the auto, regarding his or its liability because of acts or omissions of an **insured** under 1. above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The **insured** agrees to reimburse us for payments made by us

which we would not have had to make except for this agreement.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies, and regardless of the number of **owned autos** or **non-owned autos** involved in the occurrence, the most we will pay for damages resulting from any one occurrence is the bodily injury limit of liability, or property damage limit of liability, as appropriate, assigned to the **owned auto** or **non-owned auto** involved in the occurrence.

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of one occurrence.

2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.

3. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the **insured** has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) the time, place and details of the occurrence;
- (c) the names and addresses of the injured, and of any witnesses; and
- (d) the names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, he must promptly send us each demand, notice, summons or other process received.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) in the investigation of the occurrence;
- (b) in making settlements;
- (c) in the conduct of suits;
- (d) in enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

Only at his own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) until the amount of the **insured's** obligation to pay has been finally determined, either:
 - (i) by a final judgment against the **insured** after actual trial; or
 - (ii) by written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **insured's** rights of recovery against others. The **insured** will help us in enforcing these rights. The **insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION II

Auto Medical Payments

Protection For You And Your Passengers For Medical Expenses

DEFINITIONS

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in or upon or entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, we will pay all reasonable expenses actually incurred by an **insured** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

This Coverage applies to:

1. you and each **relative** who sustains **bodily injury** caused by accident:

- (a) while **occupying** the **owned auto**; or
- (b) while **occupying** a **non-owned auto** if you or your **relative** reasonably believe you have the owner's permission to use the auto and the use is within the scope of that permission; or
- (c) when struck as a pedestrian by an auto or **trailer**.

2. any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by you, a resident of your household, or other persons with your permission.

EXCLUSIONS

When Section II Does Not Apply

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry passengers

or goods for hire. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.

2. There is no coverage for an **Insured** while **occupying** a vehicle located for use as a residence or premises.

3. **You and your relatives** are not covered for **bodily injury** sustained while **occupying** or when struck by:

- (a) a farm-type tractor or other equipment designed for use principally off public roads, while not upon public roads; or
- (b) a vehicle operated on trails or narrow-roads.

4. There is no coverage for persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.

5. There is no coverage for **bodily injury** sustained due to **war**.

6. The United States of America or any of its agencies are not covered as an **Insured**, a third party beneficiary, or otherwise.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to "each person" is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or trailers in which this policy applies.

OTHER INSURANCE

If the **Insured** has other medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) the identity of the **Insured**;
- (b) the time, place and details of the accident; and
- (c) the names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached trailer are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **Insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **Insured**.

5. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **Insured's** rights of recovery against others. The **Insured** will help us to enforce these rights. The **Insured** will do nothing after loss to prejudice these rights.

This means we will have the right to sue for or otherwise recover the loss from anyone else who may be held responsible.

SECTION III

Physical Damage Coverages

Your Protection For Loss Or Damage To Your Car

DEFINITIONS

The definitions of the terms "**auto business**", "**farm auto**", "**private passenger auto**", "**relative**", "**temporary substitute auto**", "**utility auto**", "**you**" and "**war**" under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. "**Actual cash value**" is the replacement cost of the auto or property less **depreciation** or **betterment**.
2. "**Betterment**" is improvement of the auto or property to a value greater than its pre-loss condition.
3. "**Collision**" means loss caused by upset of the insured auto or its collision with another object, including an attached vehicle.
4. "**Depreciation**" means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.

5. "Insured" means:

(a) regarding the *owned auto*:

- (i) **you and your relatives;**
- (ii) a person or organization maintaining, using or having custody of the auto with **your** permission, if his use is within the scope of that permission.

(b) regarding a *non-owned auto*; **you and your relatives**, using the auto, if the actual operation or use is with the permission or reasonably believed to be with the permission of the owner and within the scope of that permission.

6. "Loss" means direct and accidental loss of or damage to:

- (a) the auto, including its equipment; or
- (b) other insured property.

7. "Non-owned auto" means a *private passenger auto*, *farm auto* or *utility auto* or *trailer* not owned by or furnished for the regular use of either **you** or **your relatives**, except a *temporary substitute auto*. **You or your relative** must be using the auto or trailer within the scope of permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.

8. "Owned auto" means:

(a) any vehicle described in this policy for which a specific premium charge indicates there is coverage;

(b) a *private passenger*, *farm* or *utility auto* or a *trailer*, ownership of which is acquired by **you** during the policy period or for which **you** enter into a lease during the policy period for a term of six months or more; if

- (i) it replaces an *owned auto* as described in (a) above, or
- (ii) we insure all *private passenger*, *farm*, *utility autos* and *trailers* owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;

(c) *temporary substitute auto*.

9. "Trailer" means a trailer designed for use with a *private passenger auto* and not used as a home, office, store, display or passenger trailer.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision)

1. We will pay for each *loss*, less the applicable deductible, caused other than by *collision*, to the *owned* or *non-owned auto*. This includes breakage of glass and *loss* caused by:

(a) missiles;	(j) windstorm;
(b) falling objects;	(k) hail;
(c) fire;	(l) water;
(d) lightning;	(m) flood;
(e) theft;	(n) malicious mischief;
(f) larceny;	(o) vandalism;
(g) explosion;	(p) riot or
(h) earthquake;	(q) civil commotion;
(i) colliding with a bird or animal;	

No deductible will apply to *loss* caused by fire, lightning, smoke, smudge or damage sustained while the vehicle is being transported on any conveyance.

At the option of the *insured*, breakage of glass caused by *collision* may be paid under the Collision coverage, if included in the policy. No deductible will apply to *loss* to the safety glass of an *owned* or *non-owned auto*.

2. We will pay, up to \$200 per occurrence, less any deductible shown in the declarations, for *loss* to personal effects due to:

(a) fire;	(c) falling objects;
(b) lightning;	(d) earthquake; or
(e) flood;	(f) explosion;
(d) theft of the entire automobile;	

The property must be owned by **you** or a *relative*, and must be in or upon an *owned auto*.

No deductible will apply due to *loss* by fire or lightning.

3. *Losses* arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for *collision loss* to the *owned* or *non-owned auto* for the amount of each *loss* less the applicable deductible. No deductible will apply to *loss* to the safety glass of an *owned* or *non-owned auto*.

2. We will pay up to \$200 per occurrence, less the applicable deductible, for *loss* to personal effects due to a *collision*. The property must be owned by **you** or a *relative*, and must be in or upon an *owned auto*.

3. *Losses* arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by Comprehensive coverage under this policy has been reported to us and the police. Reimbursement ends when the auto is returned to use or we pay for the **loss**.

Reimbursement will not exceed \$15 per day nor \$450 per **loss**.

2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

3. We will pay for **loss** to any of the following equipment (including **loss** to accessories and antennas):

- (a) car phone;
- (b) citizen's band radio;
- (c) two-way mobile radio;
- (d) scanning monitor receiver; or
- (e) device designed for the recording and/or reproduction of sound.

We will pay only if the equipment at the time of **loss**:

- (a) is permanently installed in or upon an **owned auto**; and
- (b) that auto is insured under the appropriate coverage.

EXCLUSIONS

When The Physical Damage Coverages Do Not Apply

1. An auto used to carry passengers or goods for hire is not covered. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. **Loss** due to **war** is not covered.
3. We do not cover **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. There is no coverage for **loss** caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. Tires, when they alone are damaged by **collision**, are not covered.
6. **Loss** due to radioactivity is not covered.
7. **Loss** to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound is not covered.

8. We do not cover **loss** to any radar or laser detector.

9. We do not cover **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. is the **actual cash value** of the property at the time of the **loss**;
2. will not exceed the cost to repair or replace the property, or any of its parts, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the **loss**;
3. to personal effects arising out of one occurrence is \$200;
4. to a **trailer** not owned by **you** is \$500;
5. for custom options is limited to the **actual cash value** of equipment, furnishings or finishings (including paint) installed in or upon the vehicle only by the auto factory or an authorized auto dealer and included in the purchase price of the vehicle.

Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) the identity of the **insured**;
- (b) a description of the auto or **trailer**;
- (c) the time, place and details of the **loss**; and
- (d) the names and addresses of any witnesses.

In case of theft, the **Insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **Insured** will cooperate and assist us, if requested:

- (a) in the investigation of the **loss**;
- (b) in making settlements;
- (c) in the conduct of suits;
- (d) in enforcing any right of subrogation against any legally responsible person or organization;
- (e) at trials and hearings;
- (f) in securing and giving evidence; and
- (g) by obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and the amount of **loss** is determined.

5. **INSURED'S** DUTIES IN EVENT OF **LOSS**

In the event of **loss** the **Insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **Insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 90 days after **loss**, his sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **Insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **Insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **Insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **Insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire.

We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF **LOSS**

We may at our option:

- (a) pay for the **loss**; or
- (b) repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to you or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **Insured** or the owner of the property.

8. NO BENEFIT TO BAILEE

This Insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will be subrogated to all the **Insured's** rights of recovery against others. The **Insured** will help us to enforce these rights. The **Insured** will do nothing after **loss** to prejudice these rights.

This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

SECTION IV

Uninsured Motorists Coverage

Protection For You, Your Relatives And Your Passengers For Injuries And Property Damage Caused By Uninsured Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. "**Insured**" means:

- (a) you and your relatives who reside in your household;
- (b) any person using an **insured motor vehicle** with your permission;
- (c) any person occupying an **insured motor vehicle** with your permission;
- (d) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an **insured** under (a), (b) or (c) above.

If there is more than one *insured*, our limits of liability will not be increased.

2. "**Insured motor vehicle**" is a *motor vehicle* described in the policy and to which the liability coverage of the policy applies.

3. "**Motor vehicle**" is a self-propelled vehicle designed for use on a highway and includes *trailers* and semi-trailers designed for use with these vehicles. The term *motor vehicle* does not include traction engines, road rollers, farm tractors, tractor cranes, power shovels, well drillers or any vehicle propelled by electric power from overhead wires but not operated on rails.

4. "**Property damage**" means damage or destruction of an *insured's* property.

5. "**Uninsured motor vehicle**" is a *motor vehicle* of which:

- (a) there is no applicable bodily injury liability and property damage liability insurance with limits complying with the financial responsibility requirements of the State of South Carolina; or
- (b) the insurance carrier successfully denies coverage; or
- (c) the insurance carrier is declared insolvent, or is in delinquency proceedings, suspension or receivership, or is proven unable fully to respond to a judgment; and
- (d) there is no bond or deposit of cash or securities in lieu of bodily injury and property damage liability insurance;
- (e) the owner of the *motor vehicle* has not qualified as a self-insurer in accordance with the applicable provisions of law.

The term *uninsured motor vehicle* includes a *motor vehicle* which causes *bodily injury* or *property damage* to an *insured* and the owner or operator of which is unknown provided that:

- (a) the *insured* or someone in his behalf reports the accident to some appropriate police authority within a reasonable time after its occurrence;
- (b) the injury or damage was caused by physical contact with the unknown vehicle, or the accident was witnessed by someone other than the owner or operator of the *insured vehicle* and that witness submits a signed affidavit attesting to the truth of the facts of the accident;
- (c) the *insured* was not negligent in failing to determine the identity of the other vehicle and its driver at the time of the accident;
- (d) the *insured* or someone for him files with us within 30 days or as soon as practical thereafter, a written statement that he has a cause of action for damages against an unidentified person; and

- (e) the *insured* or someone for him makes available, at our request, the *motor vehicle* occupied by the *insured*, at the time of the accident.

The term *uninsured motor vehicle* does not include a *motor vehicle* owned by the United States of America or any governmental unit or agency.

LOSSES WE PAY

Under this coverage we will pay damages for *bodily injury* and *property damage* caused by accident which the *insured* is legally entitled to recover from the owner or operator of an *uninsured motor vehicle* arising out of the ownership, maintenance or use of that *motor vehicle*.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to *bodily injury* or *property damage* to an *insured* if he or his legal representative has made a settlement or has been awarded a judgment without our prior written consent.
2. There is no coverage for *bodily injury* or *property damage* to an *insured* while occupying or through being struck by an *uninsured motor vehicle* owned by an *insured* or a relative.
3. This coverage will not benefit directly or indirectly any workmen's compensation insurer, self insurer, disability benefits insurer or property insurer.
4. There is no coverage for *property damage* in the first \$200 of the amount of damage to the property of each *insured* as the result of any one accident.
5. There is no coverage for *property damage* if the *insured* has been compensated by insurance or otherwise.

LIMITS OF LIABILITY

Regardless of the number of *insured motor vehicles*, *insureds*, claims made or *motor vehicles* involved in the accident, the most we will pay for damages resulting from any one accident is the limit on the *insured motor vehicle* involved in the accident.

1. The limit of bodily injury liability for Uninsured Motorists coverage stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including those for care or loss of services, due to *bodily injury* sustained by one person as the result of any one accident.

2. The limit of bodily injury liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages because of *bodily injury* sustained by two or more persons as the result of any one accident.

3. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.

4. Any amount payable under this insurance shall be reduced by all sums:

- (a) paid or payable under any Uninsured Motorists coverage applicable on the vehicle involved in the accident;
- (b) paid or payable by or for anyone who is legally responsible, including all sums paid under the policy's liability insurance.

5. If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

6. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's liability insurance.

OTHER INSURANCE

When an **insured** occupies a motor vehicle not described in this policy, this insurance is excess over any other similar insurance available to the **insured** for **bodily injury** and the insurance which applies to the occupied auto is primary.

If none of an **insured's** motor vehicles is involved in the accident, coverage is available to the extent of coverage on any one **insured** motor vehicle. Coverage on any other vehicles shall not be added to that coverage.

Except as provided above, if the **insured** has other similar bodily injury insurance available to him and applicable to the accident, the damages for **bodily injury** will be deemed not in excess the higher of the applicable limits of liability of this insurance and the other insurance. If the **insured** has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro-rata share of the total coverage available.

With respect to **property damage**, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability and this and all such other insurance.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury**.

2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.

3. At our written request, the **insured**, in his own name, will take, through a designated representative, appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.

4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

1. PROOF OF CLAIM

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of **bodily injury**, treatment, and other facts which may affect the amount payable. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us as often as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

The **insured** or other person making a claim for damage to property shall file a proof of loss in sworn statement form with us within 60 days after the loss occurs (unless we extend the time in writing). This statement must show: the interest of the **insured** and all others in the property; any liens or other claims on the property; the actual cash value at time of loss, and description and amounts of all other insurance on the property. If we ask, the **insured** must show us the damaged property.

2. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization.

3. NOTICE OF LEGAL ACTION

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings served in the manner provided by law.

4. PAYMENT OF LOSS

Any amount due is payable to the **insured** or his authorized representative.

5. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative has fully complied with all of the policy terms.

SECTION V

General Conditions

These Conditions Apply To All Coverages In This Policy

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada, or when the auto is being transported between ports thereof.

2. PREMIUM

When you dispose of, acquire ownership of, or replace a **private passenger, farm or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your** state.

The premium for each auto is based on the information we have in **your** file. **You** agree:

- that we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed;
- that **you** will cooperate with us in determining if this information is correct and complete;
- that **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and factors on file, if required, for our use in **your** state.

4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover:

- your** surviving spouse;
- the executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate; and
- under the Medical Payments coverage, a person who was a **relative** at the time of **your** death.

5. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at **your** address stated in the declarations.

6. CANCELLATION BY THE **INSURED**

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

7. CANCELLATION BY US

We may cancel this policy by mailing to **you**, at the address shown in this policy, written notice stating when the cancellation will be effective. We will mail this notice at least 15 days prior to the effective date of that cancellation.

The mailing or delivery of this notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment or tender of unearned premium is not a condition of cancellation.

8. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 90 days or, if the policy is a renewal policy, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial premium on other than a renewal policy or any additional premium for this policy or fail to pay any premium installment when due to us.
- (b) **You** or any other operator who either resides in **your** household or customarily operates a motor vehicle insured under this policy has had his driver's license suspended or revoked during the policy period or, if it is a renewal policy, during its policy period or the 90 days preceding the first anniversary of the effective date.
- (c) **You** become a non-resident of South Carolina and register **your** South Carolina motor vehicle in another state.

We may increase **your** deductible to \$250 under Section III - Physical Damage Coverages.

9. RENEWAL

We will not refuse to renew this policy unless written notice of our refusal to renew is mailed to **you**, at the address shown in this policy, at least 15 days prior to the expiration date. The mailing or delivery of this by us will be sufficient proof of notice. This policy will expire without notice if any of the following conditions exist:

- a) **You** do not pay any premium as we require to renew this policy.
- b) **You** have informed us or our agent that **you** wish the policy to be canceled or not renewed.
- c) **You** do not accept our offer to renew or **you** refuse to provide us with renewal classification and rating information as we may require.

We may increase **your** deductible to \$250 under Section III - Physical Damage Coverages.

10. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned** auto, any coverage provided by this policy for that vehicle will terminate on the day **you** do so.

11. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

12. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) the statements in **your** application and in the declarations are **your** agreements and representations;
- (b) this policy is issued in reliance upon the truth of these representations; and
- (c) this policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

- (a) at the time of application; or
- (b) at any time during the policy period; or
- (c) in connection with the presentation or settlement of a claim.

14. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

15. TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the laws of South Carolina are amended to conform to those statutes.

SECTION VI - AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using

1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
2. Rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph B. below, we will pay sums you are legally obligated to pay for damage to these vehicles.

B. The following limits apply to this coverage:

1. A \$100 deductible applies to each occurrence.
2. For vehicles described in A. 1. above, our liability shall not exceed the lesser of the following:

- a. the *actual cash value* of the property at the time of the occurrence; or
- b. the cost to repair or replace the property, or any of its parts with other of like kind and quality; or
- c. two months basic pay of the *insured*; or
- d. the limit of Property Damage liability coverage stated in the declarations.

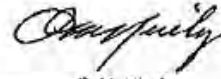
3. For vehicles described in A. 2. above, our liability shall not exceed the lesser of the following:

- a. the *actual cash value* of the property at the time of the occurrence; or
- b. the cost to repair or replace the property, or any of its parts with other of like kind and quality; or
- c. the limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



W. C. B. Robinson
Secretary



O. M. Nicely
President

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO GENERAL INSURANCE COMPANY
GEICO INDEMNITY COMPANY
HOME OFFICE - 5250 Western Avenue
Chevy Chase, Maryland 20815-3759

GEICO**Automobile Policy Amendment
South Carolina**

Policy Number:

Your policy is amended as follows:

SECTION 1. LIABILITY COVERAGES**DEFINITIONS**

The following definitions are revised as follows:

3. **Form auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than hauling.
5. **Non-owned auto** means a *private passenger, form, or utility auto or trailer* not owned by or furnished for the regular use of the either *you or your relatives*, except a *temporary substitute auto*. *You or your relatives* must be using the *non-owned auto or trailer* within the scope of permission given by its owner. A *non-owned auto* rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Relative** means a person who continuously lives in *your* household, and is related to *you* by blood, marriage, or adoption (including a ward or foster child).
11. **Utility auto** means a vehicle, other than a *form auto*, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
13. **You and your** mean the policyholder or named in the declarations or his or her spouse if a resident of the same household.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

Item 3. is revised as follows:

3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before the judgment, when owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.

After Item 3, the following sentence is added:

We will, upon request by an *insured*, provide reimbursement for the following items:

Items 6., 7., and 8. are renumbered as follows:

- (a) Costs incurred by any *insured* for first aid to others at the time of an accident involving an *owned auto* or *non-owned auto*.
- (b) Loss of earnings up to \$50 a day, but not other income, if we request an *insured* to attend hearings and trials.
- (c) All reasonable costs incurred by an *insured* at our request.

EXCLUSIONS

The first paragraph is changed to read:

We will not defend any claim or suit for damages if one or more of the exclusions listed below applies. We do not provide liability coverage under Exclusions 1, 2, 3, 8, and 18 in excess of the minimum limits of liability required by South Carolina law. We do not provide any liability coverage for the remaining Exclusions.

Exclusion 2. is revised as follows:

2. Section 1 does not apply to *bodily injury* or property damage arising out of the ownership, maintenance, or use of an *owned* or *non-owned auto* while being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products. However, this exclusion will not apply to shared-exposure car pools.

The following exclusions are added:

13. *Bodily injury* or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
14. *Bodily injury* or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
15. We do not cover *bodily injury* or property damage caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

16. We do not cover any liability assumed under any contract or agreement.
17. We do not cover punitive or exemplary damages recovered or potentially recoverable from any **insured** arising from the use or abuse of alcohol, medication or drugs.
18. We do not cover any liability arising out of the use of an **owned or non-owned auto** in connection with the commission of or attempt to commit a felony by an **insured**.

LIMITS OF LIABILITY

Items 1. & 2. of Limits of Liability are revised as follows:

1. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of our liability for all damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.

CONDITIONS

Condition 5. SUBROGATION is replaced as follows:

5. If we make payment under Section I- Liability Coverages of the policy, and the person in or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or bodily injury to prejudice them. If we make payment under this policy to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery, and shall reimburse us to the extent of our payment.

SECTION II - AUTO MEDICAL PAYMENTS

PAYMENTS WE WILL MAKE

The following paragraphs are added:

Expenses are reasonable only if they are consistent with the usual fees charged by the majority of similar medical providers in the geographical area to which the expenses are incurred for the specific medical services. Services are necessary only if the services are rendered by a licensed medical provider within the scope of the provider's practice and license and are essential. We have the right to make or obtain a utilization review of the medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

EXCLUSIONS

Exclusion 1. is revised as follows:

1. There is no coverage for **bodily injury** sustained by any occupant of an **owned auto** used to carry persons or property for compensation or a fee, including but not the delivery of fuel or any other products. However, this exclusion will not apply to shared-expense car pools.

The following exclusions are added:

7. There is no coverage for **bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
8. There is no coverage for **bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents.
9. We do not cover **bodily injury** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
10. There is no coverage for **bodily injury** sustained while **occupying** any motorized vehicle which is not defined as an **owned or non-owned auto** under this policy.
11. There is no coverage for **bodily injury** occurring during the course of employment if workers' compensation benefits are required or available.
12. There is no coverage for **bodily injury** sustained while **occupying** an **owned or non-owned auto** being used in connection with the commission or the attempt to commit a felony by an **insured**.

The following provision is added:

NON-DUPLICATION

No person for whom medical expenses are payable under the Medical Payments coverage shall be paid more than once for the same medical expense under this or similar vehicle insurance, including any no fault benefits required by law.

LIMITS OF LIABILITY

The following sentence is added:

An auto and attached **trailer** are considered one auto.

CONDITIONS

Condition 2, **TWO OR MORE AUTOS**, is deleted.

Condition 5, **SUBROGATION**, is replaced as follows:

5. If we make a payment under Section II-Auto Medical Payments of this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or bodily injury to prejudice them.

If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment, costs, and fees.

SECTION III - PHYSICAL DAMAGE COVERAGES**DEFINITIONS**

Definition 9, **Trailer**, is revised as follows:

9. **Trailer** means a trailer of the flatbed variety designed for use with a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built in sleeping facility designed for recreational or camping use.

The following definition is added:

10. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- (a) Are permanently installed or attached; or
- (b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

The second paragraph under 1. is revised as follows:

Reimbursement will not exceed \$25 per day, or \$750 per loss.

Item 3. is deleted.

EXCLUSIONS

When Section III does not apply

Exclusion 1. is revised as follows:

1. An auto used to carry person or property for compensation or a fee, including but not limited to the delivery of food or any other products is not covered. However, a vehicle used in an ordinary car pool or a ride sharing or cost sharing basis is covered.

The following exclusions are added:

- 10. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
- 11. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents.
- 12. We do not cover any physical damage to an auto being driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
- 13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
- 14. There is no coverage for any liability assumed under any contract or agreement.
- 15. There is no coverage for **loss** or damage resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
 - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
 - (d) The sale of an **owned auto**.
- 16. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.

A-24-SG (10-07)

Policy Number:

Page 2 of 5

LIMIT OF LIABILITY

Item 2. is revised as follows:

2. Will not exceed the prevailing competitive price in repair or replace the property at the time of loss, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the loss. Although you have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property will not exceed the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At your request, we will identify a repair facility that will perform the repairs at the prevailing competitive price.

The first paragraph of Item 5. is replaced with the following:

5. For custom parts or equipment is limited to the actual cash value of the custom parts or equipment, not in excess of the actual cash value of the vehicle.

CONDITIONS

Condition 4., ACTION AGAINST US, the following paragraph is added:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If you ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You may purchase the salvage from us if you wish.

Condition 9. SURREGATION, is revised as follows:

9. If we make a payment under Section III-Physical Damage Coverages of this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and shall do nothing after loss or bodily injury to prejudice them.

If we make payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment, costs, and fees.

The following condition is added:

10. ASSIGNMENT

With respect to Section III-Physical Damage Coverages, an Assignment of Interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORISTS COVERAGE**EXCLUSIONS**

The following exclusions are added:

6. Bodily injury or property damage that results from nuclear exposure or explosion (including resulting fire, radiation or contamination) is not covered.
7. Bodily injury or property damage that results from bio-chemical attack or exposure to bio-chemical agents is not covered.
8. This coverage does not apply to any liability assumed under any contract or agreement.
9. This coverage does not apply to damage caused by an insured's participation in or preparation for any racing, speed or demolition contest or stunt activity of any kind, whether or not prearranged or organized.
10. There is no coverage for bodily injury to any other person while occupying an owned auto without your consent or operating an owned auto without a reasonable belief that person has your permission to do so.

LIMITS OF LIABILITY

Paragraphs 1. & 2. are revised as follows:

1. The limit of liability for Uninsured Motorists Coverage stated in the declarations for "each person" is the limit of our liability for all damages, including but not limited to, damages for care or loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of bodily injury sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including but not limited to, damages for care and loss of services, loss of consortium, bystander claims, and claims for mental anguish, because of bodily injury sustained by two or more persons as the result of any one occurrence.

SECTION V - GENERAL CONDITIONS

The second paragraph of 10. Other Insurance is deleted.

The following conditions are added:

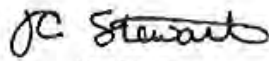
16. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy for that vehicle will terminate on the date **you** do so.

17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of South Carolina.

We affirm this amendment.



J. C. Stewart
Secretary



O. M. Nicely
President

GEICO

Policy Number: 4007-84-23-07

We agree with you as follows:

DEFINITIONS

The following definitions apply to this amendment:

1. **"Insured"** means:
 - a) you;
 - b) your relatives who reside in your household;
 - c) any person using an *insured motor vehicle* with your permission;
 - d) any person occupying an *insured motor vehicle* with your permission;
 - e) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an *insured* under a), b), c), d) or e) above.

If there is more than one *insured*, our limits of liability will not be increased.

2. **"Insured motor vehicle"** is a *motor vehicle* described in the policy and to which the liability coverage of the policy applies.

3. **"Motor vehicle"** is a self-propelled vehicle designed for use on a highway and includes trailers and semi-trailers designed for use with these vehicles.

The term *motor vehicle* does not include: (a) traction engines; (b) road rollers; (c) farm tractors; (d) motor cranes; (e) power shovels; (f) well drillers; or (g) any vehicle propelled by electric power from overhead wires but not operated on rails.

4. **"Property damage"** means damage or destruction of an *insured's* property.
5. **"Underinsured motor vehicle"** means a motor vehicle on which there is bodily injury liability insurance or a bond applicable at the time of the accident in an amount of at least the minimum required by law, but the amount of the insurance or bond:
 - a) is less than the amount of the *insured's* damages; or
 - b) has been reduced by payments to persons other than an *insured* injured in the accident to an

Automobile Policy Amendment**PROTECTION AGAINST
UNDERINSURED MOTORIST
COVERAGE AMENDMENT
SOUTH CAROLINA**

amount which is less than the amount of the *insured's* damages.

This term does not include any *motor vehicle*:

- a) which is an *uninsured motor vehicle* as defined in the Uninsured Motorists Coverage of this policy;
- b) owned by any governmental unit or agency;
- c) owned or operated by a self-insurer under any applicable motor vehicle law unless the applicable self-insurance is less than the *insured's* damages;
- d) owned by or furnished for your regular use or that of any relative; and
- e) while located for use as a residence or premises.

LOSSES WE PAY

Under this Coverage we will pay damages for *bodily injury* and *property damage* caused by an accident which the *insured* is legally entitled to recover from the owner or operator of an *underinsured motor vehicle* arising out of the ownership, maintenance or use of that *motor vehicle*.

POLICY PERIOD - TERRITORY

This amendment applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America or Canada.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to *bodily injury* or *property damage* to an *insured* if he or his legal representative has been awarded a judgment without our prior written consent.
2. This coverage does not apply to *bodily injury* or *property damage* to an *insured* while occupying or through being struck by an *uninsured motor vehicle* owned by an *insured* or a relative.
3. This coverage will not benefit directly or indirectly any workmen's compensation insurer, self-insurer, disability benefits insurer or property insurer.

4. There is no coverage for *property damage* if the *insured* has been compensated by insurance or otherwise.
5. *Bodily injury* or *property damage* that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
6. *Bodily injury* or *property damage* that results from bio-chemical attack or exposure to bio-chemical agents is not covered.

CONDITIONS

1. None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy apply to this amendment except under Section V - General Conditions; 3, "Changes"; 4, "Assignment"; 6, "Cancellation By The Insured"; 7, "Cancellation By Us"; 8, "Cancellation By Us Is Limited"; and 9, "Renewal."

2. PROOF OF CLAIM

As soon as possible, the *insured* or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of *bodily injury* treatment, and other facts which may affect the amount payable. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us as often as we may reasonably require. In the event of the *insured's* incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

The *insured* or other person making a claim for damage to property shall file a proof of loss in sworn statement form with us within 90 days after the loss occurs (unless we extend the time in writing). This statement must show: (a) the interest of the *insured*; (b) all others in the property; (c) any liens or other claims on the property; (d) the actual cash value at time of loss; and (e) description and amounts of all other insurance on the property. If we ask, the *insured* must show us the damaged property.

3. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the *insured* to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization.

4. NOTICE OF LEGAL ACTION

If the *insured* or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

We have the right to appear and defend in the name of the underinsured motorist in any action that may affect our liability. We have twenty (20) days after service of process on us to make this appearance. The evidence of service upon us shall not become part of the record.

5. LIMIT OF LIABILITY

The limit of liability as shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. *Insureds*;
2. Claims made;
3. *Motor vehicles* or premiums shown in the Declarations; or
4. *Motor vehicles* involved in the accident.

In addition to this limit, we will make an additional amount available to you or your relative if such person sustains *bodily injury* or *property damage* in an accident involving the *insured motor vehicle*. The additional amount is equal to the sum of that part of the limit on each additional *insured motor vehicle* shown in the Declarations that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. This additional amount is the most we will pay over the stated limit of liability regardless of the number of:

1. *Insureds*;
2. Claims made; or
3. *Motor vehicles* involved in the accident.

However, no one will be entitled to receive duplicate payments for the same elements of loss.

Any amounts otherwise payable for damages which the *insured* is legally entitled to recover from the owner or operator of an *underinsured motor vehicle* because of *bodily injury* or *property damage* caused by an accident shall be reduced by all sums:

1. Paid because of the *bodily injury* or *property damage* by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Section I of this policy;
2. Paid or payable because of the *bodily injury* or

property damage under any applicable Uninsured Motorist Coverage. This includes all sums paid under Section IV of this policy;

3. Paid or payable because of the *bodily injury* under any of the following or similar law:
 - a. workers' compensation law, or
 - b. disability benefits law;
4. Paid or payable because of the *bodily injury* or *property damage* under any Underinsured Motorist Coverage applicable to a vehicle (other than the *insured motor vehicle*) which the *insured* was occupying at the time of the accident; and
5. Paid because of the *property damage* under Section III of this policy or any similar coverage under any other policy.

Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Section I of this policy.

6. OTHER INSURANCE

When an *insured* occupies a motor vehicle not described in this policy, this insurance is excess over any other similar insurance available to the *insured* for *bodily injury*. The insurance which applies to the occupied auto is primary.

If none of an *insured's* motor vehicles is involved in the accident, coverage is available to the extent of coverage on any one *insured motor vehicle*. Coverage on any other vehicle shall not be added to that coverage.

Except as provided above, if the *insured* has other similar *bodily injury* insurance available to him and applicable to the accident, the damages for *bodily injury* will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the *insured* has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro rata share of the total coverage available.

With respect to *property damage*, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability of this and all such other insurance.

7. PAYMENT OF LOSS BY US

Any amount due is payable to the *insured* or his authorized representative.

8. ACTION AGAINST US

Suit will not lie against us unless the *insured* or his legal representative has fully complied with all the terms of this amendment.

9. CONFORMITY WITH SOUTH CAROLINA STATUTES

Any terms of this amendment in conflict with the laws of South Carolina are amended to conform with those laws.

THE COMPANY affirms this amendment.



W. C. E. Robinson
Secretary

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO GENERAL INSURANCE COMPANY



O. M. Nicely
President

A-247 (12-02) Page 3 of 3

A-247 (12-02) Page 3 of 3

Policy Number: 4007-84-23-07

Policy Change Page 13 of 14

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

Government Employees Insurance Company,

Plaintiff,

vs.

C/A No. 2016-CP-43-01521

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

**DEFENDANT'S MOTION IN *LIMINE* TO
EXCLUDE FROM EVIDENCE
FEDERAL EMPLOYMENT
DOCUMENTS**

Pursuant to Rules 402 and 403 of the South Carolina Rules of Evidence, Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson ("Jackson Estate") moves the Court for an order excluding from the trial of this case federal employment documents completed by the decedent, copies of which are attached as Exhibits A (Form W-4, Employee's Withholding Allowance Certificate) and B (Form I-9). This motion is based on the following grounds:

(1) As is set forth in more detail in the Jackson Estate's Pretrial Brief, the only issue being contested in this declaratory judgment action initiated by Government Employees Insurance Company ("GEICO") is the residence of decedent Vincent A. Jackson at the time of his death on January 17, 2014. This issue is established as a jury question by the law of the case, as is set forth in the Order Denying Defendant [Jackson Estate]'s Motion to Dismiss and Directing Trial by Jury issued by the Hon. R. Ferrell Cothran, Jr., on June 21, 2017. Judge Cothran found that:

by agreement and previous Court order there is only one issue remaining to be decided in this case and that issue is: whether Mr. Jackson was a resident of his parents', Thel Jackson's and Barbara Jackson's, home at 9 Brown Street, Sumter, South Carolina at the time of his death of January 17, 2014. See (Stipulation and Agreement ¶¶ 5 and 7). Thus, to the extent GEICO's complaint in this matter raises insurance coverage issues or any issue other than the single issue of Mr. Jackson's residency, such issues have been mooted or resolved by the parties' agreement. What does remain to be resolved, and the only matter before this Court in this case,

is the purely factual question of whether Mr. Jackson was a resident of his parents' home at the time of his death, the determination of which will decide whether or not GEICO is obligated to pay additional UIM coverage benefits of \$400,000.00 to the Estate.

at pp.2-3. Judge Cothran further "rule[d] that the residency question shall be decided by a jury."

Id. at p. 3.

(2) A few days before his death, Mr. Jackson sought employment with Roper Personnel Services, Inc. As required by federal law, he completed Internal Revenue Service Form W-4, Employee's Withholding Allowance Certificate (Exhibit A) and Department of Homeland Security Form I-9, Employment Eligibility Verification (Exhibit B).

(3) The Jackson Estate anticipates that GEICO will seek to introduce into the record at trial these two federal forms for the purpose of arguing that the inclusion of the Rast Street address was done "under penalty of perjury" and thus should be given additional weight and gravity. This argument is based on a patent misunderstanding of perjury law, such that the probative value of these forms is substantially outweighed by the danger of unfair prejudice and jury confusion, thus requiring their exclusion from evidence.

(4) Under federal criminal law, the "penalty of perjury" may be imposed only if the declarant "willfully and contrary to such oath state[d] or subscribe[d] to any *material matter* which he does not believe to be true...." 18 U.S.C. § 1621(1) (emphasis added); *see also U.S. v. Sarihifard*, 155 F.3d 301, 306 (4th Cir. 1998) ("[a]n essential element in...the crime of [perjury] is materiality"). The test for determining materiality required for a charge of perjury is whether the alleged untrue statement "has a natural tendency to influence, or is capable of influencing, the decision-making body to which it was addressed." *See, e.g., id.*, 155 F.3d at 306 (quoting *U.S. v. Littlejohn*, 76 F.3d 614, 618 (4th Cir. 1996)).

(5) Thus, the “under penalty of perjury” requirement applies only to “material matters” on the respective forms and has no relevance to merely incidental or identifying information. Since the declarant’s address is not “material” to either form, there is a substantial danger that the jury will misapply the “penalty of perjury” admonition.

I-9 Employment Eligibility Verification:

(6) The stated purpose of the I-9 form is “to document verification of the identity and employment authorization of each new employee...to work in the United States.” Form I-9 instructions (July 2017). The employee accomplishes this goal by providing a passport or a combination of a number of other documents, such as a drivers license and social security card. 8 C.F.R. § 274a.2(b)(v)(A) (2017). The employee’s address is irrelevant to establish citizenship or other employment eligibility. Indeed, the employee may list a foreign address outside of the United States, and the updated I-9 form allows employees to list a P.O. Box number than rather a physical address. Form I-9 instructions. These instructions demonstrate the irrelevancy of the employee’s listed address in determining the citizenship status of an employee.

(7) The layout of Form I-9 itself demonstrates that the only material representation relates to citizenship or other evidence of work eligibility. The “attest under penalty of perjury” warning appears below the boxes for identifying information, including the address box, and grammatically refers only to citizenship or other immigration status.

(8) Moreover, the second page of the Form I-9 demonstrates that Mr. Jackson presented as his identification document his South Carolina drivers license, which will already be in evidence bearing the Rast Street address. Therefore, the I-9 Form is simply another document which incorporates the drivers’ license information and therefore has no additional probative value to counter the prejudice that could flow from the “under penalty of perjury” admonition.

W-4 Employee's Withholding Allowance Certificate:

(9) With respect to the IRS Form W-4, federal tax law expressly limits the “penalty of perjury” to “material matters.” 26 U.S.C. § 7206(1) (penalizing persons who “willfully makes and subscribes any return, statement, or other document, which contains or is verified by a written declaration that it is made under penalties of perjury, and which he does not believe to be true and correct as to every *material matter*”) (emphasis added).

(10) As is specified on Form W-4 itself, its sole purpose is to permit the employer to properly calculate and deduct federal income tax withholding. Form W-4 provides the employer with information about “the marital status, the number of withholding allowances, and any additional amount to use when deducting federal income tax from the employee’s pay.” Topic No. 753-Form W-4 (Mar. 2019).

(11) The IRS instructs employers to “inform employees of the importance of submitting an accurate Form W-4. An employee may be subjected to a...penalty if he or she submits...a Form W-4 ***that results in less tax being withheld than is required.***” IRS Topic No. 753-Form W-4 (Mar. 2019) (emphasis added). This penalty is codified at 26 U.S.C. § 7205(a), which criminalizes only “false or fraudulent information...*which would require an increase in tax to be withheld.*” (emphasis added). Since the employee’s address in no way factors into the determination of tax withholding, there can be no “penalty of perjury” associated with the inclusion of an address. Indeed, the listed address only serves to benefit the employee. According to IRS guidelines, employees are instructed that “if your address has changed, you need to notify the IRS to ensure you receive any IRS refunds....”¹

¹ <https://www.irs.gov/filing/individual/update-my-information>

(12) For these reasons, the W-4 and I-9 forms are more prejudicial than probative and should therefore be excluded from admission into the evidence at trial. *See* Rule 403, SCRE.

(13) Counsel for the Jackson Estate has conferred with counsel for GEICO as to the subject matter of this motion in a good faith effort to resolve the motion, but as of the time of filing this motion, counsel for the parties have been unable to reach a resolution.

This motion is based on the South Carolina Rules of Evidence, applicable case law, any memorandum or memoranda which may be submitted by the Jackson Estate prior to the Court ruling on the motion, and any other materials or matters the Court may request or permit to be presented.

Respectfully submitted,

s/Mitchell Willoughby

Mitchell Willoughby (SC Bar No. 6161)

Elizabeth Ann Zeck (SC Bar No. 9006)

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Attorneys for Defendant

This 24th day of May, 2019
Columbia, South Carolina

EXHIBIT A

Form W-4 (2013)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2013 expires February 17, 2014. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,000 and includes more than \$350 of unearned income (for example, interest and dividends).

Basic Instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity

income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2013. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for yourself if no one else can claim you as a dependent B Enter "1" if: • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) F Enter "1" if you have at least \$1,900 of child or dependent care expenses for which you plan to claim a credit (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.) G Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$95,000 if married), enter "2" for each eligible child; then less "1" if you have three to six eligible children or less "2" if you have seven or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$95,000 and \$119,000 if married), enter "1" for each eligible child H Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	A _____ B _____ C _____ D _____ E _____ F _____ G _____ H _____

For accuracy, complete all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$10,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate ▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 2013
1 Your first name and middle initial <u>Vincent A</u>		Last name <u>Jackson</u>		2 Your social security number <u>250-79-5982</u>
Home address (number and street or rural route) <u>251 Rast St Apt E7</u>		3 ☒ Single ☐ Married ☐ Married, but withheld at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code <u>Sumter, SC, 29150</u>		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ ☐		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <u>3</u>		
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____		
7 I claim exemption from withholding for 2013, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. ▶ 7				

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.) ▶ Vincent Jackson Date ▶ 1-14-14

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) 9 Office code (optional) 10 Employer identification number (EIN)

EXHIBIT B



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

▶ **START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1: Employee Information and Attestation (Employee must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) <u>Jackson</u>		First Name (Given Name) <u>Vincent</u>		Middle Initial <u>A</u>	Other Names Used (if any)	
Address (Street Number and Name) <u>251 Post St</u>		Apt. Number <u>E7</u>	City or Town <u>Sumter</u>		State <u>SC</u>	Zip Code <u>29150</u>
Date of Birth (mm/dd/yyyy) <u>09-10-1989</u>	U.S. Social Security Number <u>250-77-5922</u>	E-mail Address <u>JacksonVince8732@yahoo.com</u>			Telephone Number <u>(803) 236-9911</u>	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- ☒ A citizen of the United States
- ☐ A noncitizen national of the United States (See instructions)
- ☐ A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- ☐ An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number OR Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: _____

OR

2. Form I-94 Admission Number: _____

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)

3-D Barcode
Do Not Write in This Space

Signature of Employee: <u>Vincent Jackson</u>	Date (mm/dd/yyyy): <u>01/14/2014</u>

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:		Date (mm/dd/yyyy):	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State Zip Code



Employer Completes Next Page



JACKSON 001174

Section 2: Employer or Authorized Representative Review and Verification
 The employee presented to the employer or authorized representative for review and verification the document(s) listed on the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

Employee Last Name, First Name and Middle Initial from Section 1:

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title:		Document Title: Dr. License		Document Title: SS card
Issuing Authority:		Issuing Authority: 100654383		Issuing Authority: SS admin
Document Number:		Document Number: 09-10-2023		Document Number: 250-79-5922
Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				

3-D Barcode
Do Not Write in This Space

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions.)

Signature of Employer or Authorized Representative <i>Lori Benenhaley</i>	Date (mm/dd/yyyy) 01/14/2019	Title of Employer or Authorized Representative Account Executive	
Last Name (Family Name) Benenhaley	First Name (Given Name) Lori	Employer's Business or Organization Name ROPER PERSONNEL SERVICES INC.	
Employer's Business or Organization Address (Street Number and Name) 101 S. WISE DR.		City or Town SUMTER	State SC
		Zip Code 29150	

Section 3: Reverification and Rehires
 A. New Name (if applicable) Last Name (Family Name) First Name (Given Name) Middle Initial B. Date of Rehire (if applicable) (mm/dd/yyyy):

C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any)(mm/dd/yyyy):

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:

JACKSON 001175

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

C/A No. 2016-CP-43-01521

**JACKSON ESTATE’S MEMORANDUM
IN OPPOSITION TO GEICO’S MOTION
IN LIMINE TO EXCLUDE TESTIMONY
OF RONALD O’NEAL PITNER**

Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson (“Jackson Estate”) by and through her undersigned counsel, files this Opposition to Government Employees Insurance Company’s (“GEICO”) Motion *in Limine* to Exclude Testimony of Ronald O’Neal Pitner. For the reasons discussed below, the motion is meritless and should be denied.

STANDARD

GEICO’s motion *in limine* seeks to prevent the disclosure of certain evidence to the jury. The motion must, of course, be adjudged with reference to evidentiary rules. *See State v. Smith*, 337 S.C. 27, 32, 522 S.E.2d 598, 600 (1999) (“Generally, a motion *in limine* seeks a pretrial evidentiary ruling to prevent the disclosure of potentially prejudicial matter to the jury.”). However, any ruling by the Court on “a motion *in limine* is not a final determination.” *State v. Forrester*, 343 S.C. 637, 642, 541 S.E.2d 837, 840 (2001). Any “ruling on the pre-trial motion is preliminary, and is subject to change based on developments at trial.” *State v. Mueller*, 319 S.C. 266, 268, 460 S.E.2d 409, 410 (Ct. App. 1995). Thus, “[b]ecause the evidence developed during trial may warrant a change in the ruling, the losing party must renew his objection at trial when the evidence is presented in order to preserve the issue for appeal” *Id.* Moreover, a trial judge may defer ruling on a pretrial motion to exclude evidence and wait until the evidence is introduced and

an objection made at that time. *State v. Powers*, 331 S.C. 37, 45, 501 S.E.2d 116, 120 (1998); *State v. Bridges*, 278 S.C. 447, 448, 298 S.E.2d 212 (1982). For the reasons that follow, Plaintiff's motion should be denied.

ARGUMENT

PROPOSED EXPERT TESTIMONY

Dr. Ronald O'Neal Pitner is the Associate Dean for Curriculum and is a Distinguished Associate Professor in Social Work Research with the College of Social Work at the University of South Carolina. He also holds the I. DeQuincey Newman Endowed Chair in Peace and Social Justice and is the Director of the I. DeQuincey Newman Institute for Peace and Social Justice. Dr. Pitner earned a PhD in Social Work and Psychology and a Masters in Social Work in Interpersonal Practice from the University of Michigan, an MA in Experimental Psychology from the University of Tennessee, and a BA in Psychology from Lee College. Among others, he has taught a graduate course at the University of South Carolina entitled "Human Behavior in the Social Environment," which is required for all candidates for the MSW degree. The curricula of this course covers developmental stages of human behavior and the recognition of patterns of behavior that indicate the various stages, as well as understanding that behavior within a social environment.

In this case, Plaintiff has engaged Dr. Pitner to provide expert testimony about the human development stage of "emerging adulthood," to explain how Vincent Jackson's behavior falls within and is explained by that development stage and, consistent with the experience of many individuals in this stage, Vincent would still be considered to reside in his parental/childhood home, despite exploratory behavior directed elsewhere. This expert testimony will assist the jury to better understand Vincent's behavior as an emerging adult and is a proper subject for expert testimony within Professor Pitner's areas of expertise.

STANDARDS FOR ADMISSIBILITY OF EXPERT TESTIMONY

Less than a year ago, our Supreme Court considered the question of the admissibility of expert testimony on human behavior. *See State v. Jones*, 423 S.C. 631, 817 S.E.2d 268 (2018). The Court noted that the admissibility of an expert's testimony is a matter within the trial court's sound discretion and the determination will not be reversed on appeal absent an abuse of discretion. *State v. Cope*, 405 S.C. 317, 344-45, 748 S.E.2d 194, 208 (2013). A trial court's ruling on the admissibility of expert testimony constitutes an abuse of discretion where the ruling is unsupported by the evidence or controlled by an error of law. *Maybank v. BB&T Corp.*, 416 S.C. 541, 567, 787 S.E.2d 498, 511 (2016). Rule 702, SCRE, states, "If scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise." In determining whether to admit expert testimony, the trial court must make three inquiries: (1) whether the evidence will assist the trier of fact; (2) whether the expert has acquired the requisite knowledge and skill to qualify as an expert in that particular subject matter, and (3) whether the substance of the testimony is reliable. *State v. Council*, 335 S.C. 1, 20, 515 S.E.2d 508, 518 (1999). "Expert testimony may be used to help the jury to determine a fact in issue based on the expert's specialized knowledge, experience, or skill and is necessary in cases in which the subject matter falls outside the realm of ordinary lay knowledge." *Watson v. Ford Motor Co.*, 389 S.C. 434, 445, 699 S.E.2d 169, 175 (2010).

A. Professor Pitner's Testimony will Aid the Jury in Their Understanding of Human Development and Evaluating Vincent's Behavior Along the Developmental Continuum.

The use of expert testimony is always appropriate when "the [proffered] witness has acquired by study or practical experience such knowledge of the subject matter of his testimony

as would enable him to give guidance and assistance to the jury in resolving a factual issue which is beyond the scope of the jury's...common knowledge." *State v. Henry*, 329 S.C. 266, 273, 495 S.E.2d 463, 466 (1997). The determination of whether the subject matter of a proposed expert's testimony is outside the realm of lay knowledge is "a determination left solely to the trial judge." *Jones*, 423 S.C. at 638, 817 S.E.2d at 271. Challenges to this prong of expert qualifications are essentially challenges to the relevancy of the evidence. Pursuant to Rule 401, SCRE, "[r]elevant evidence means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." In *State v. Schmidt*, the court held that "[e]vidence which assists the jury in arriving at the truth of an issue is relevant and admissible...." 288 S.C. 301, 303, 342 S.E.2d 401, 403 (1986) (citing *Toole v. Salter*, 249 S.C. 354, 154 S.E.2d 434 (1967)).

Here, Dr. Pitner is highly knowledgeable about the stages and patterns of human behavior and their interaction with the social environment. In addition to knowledge gained on this subject from his extensive education, he himself has taught classes covering that subject. That topic is outside the ordinary realm of lay knowledge as is demonstrated by the very fact that it must be taught as a required course to students who aspire to become professionals in the fields of social work, education and psychology.

In arguing that expert testimony can never be admitted on the issue of residency, GEICO ignores Dr. Pitner's actual expertise in human behavior and the nature of his opinions as to Vincent's conduct in light of his developmental stage. Instead, GEICO relies upon an unpublished Florida district court case which refused to allow a lawyer, with no training whatsoever in human behavior, to offer an opinion on residency. *See* GEICO Motion in *Limine* at p. 4-5(citing *State Farm Mut. Auto. Ins. Co. v. Cushing*, No. 614CV9580RL22DAB, 2015 WL 12835682 (M.D. Fla.

Nov. 2, 2015)). The *Cushing* case does not support an outright prohibition on *all* experts as to residency; it merely held that the testimony of a *lawyer* would not be helpful in a “*relatively simple*” case which did not implicate any area outside the realm of an average fact-finder. *Id.* at *2 (emphasis added). Since the lawyer-expert’s area of expertise was his specialization in insurance claims, his opinion on the residency issue was essentially a legal one. In South Carolina, of course, expert testimony on issues of law is generally inadmissible. *See, e.g., Dawkins v. Fields*, 354 S.C. 58, 65-66, 580 S.E.2d 433, 437 (2003) (lawyer-expert not allowed to opine about whether closed corporation met duties to shareholders); *Green v. State*, 351 S.C. 184, 198, 569 S.E.2d 318, 325 (2002) (in post-conviction review, criminal defense expert not allowed to opine on alleged deficiency of trial counsel conduct). *Cushing* says nothing about the usefulness of a human behavior expert to explain a decedent’s complex conduct in connection with a residency inquiry.

In contrast, South Carolina courts have found that expertise in human behavior is helpful to juries and thus admissible. For example, in *Jones*, 423 S.C. at 640, 817 S.E.2d at 272, our Supreme Court upheld the trial court’s decision to admit expert testimony regarding human behavior, there, child sex abuse dynamics, including both delayed disclosure by sexual abuse victims and the behavior of nonoffending caregivers. *See also State v. Anderson*, 413 S.C. 212, 218, 776 S.E.2d 76, 79 (2015) (“Certainly we recognize that there is such an expertise: this is the type of expert who can, for example, testify to the behavioral characteristics. . .”).

GEICO argues that Dr. Pitner’s testimony will not be helpful because no other reported South Carolina cases have utilized expert testimony on human behavior in considering the question of residency for insurance purposes. GEICO Pitner Motion in Limine at p. 4-5. However, as South Carolina courts have previously recognized, “the problem of deciding whether a person is a member of a particular household is dependent upon the factual circumstances involved and...the

factual circumstances are *so varied that the decisions are of little precedential value...*” *Auto-Owners Ins. Co. v. Horne*, 356 S.C. 52, 61, 586 S.E.2d 865, 874, 870 (Ct. App. 2003) (citing *Griffith v. Sec. Ins. Co. of Hartford*, 167 Conn. 450, 458, 356 A.2d 94, 97 (Conn. 1975) (emphasis added)). The fact that earlier cases were decided without the benefit of expertise in the stages and patterns of human behavior says nothing whatsoever about whether such expert testimony will be beneficial to the jury in this case.

Courts have often allowed expert testimony in cases that, on first blush, appear to be within the realm of common knowledge held by jurors. *See, e.g., U.S. v. Byrnes*, 644 F.2d 107 (2nd Cir. 1981) (allowing bird expert to give testimony in perjury case); *Katkish v. D.C.*, 63 A.2d 703 (D.C. 2000) (allowing expert testimony on application of hair relaxer). Indeed, just last year in *State v. Jones*, *supra*, the Supreme Court affirmed the admission of a different type of human behavior analysis to educate jurors on why an involved individual might act contrary to what a reasonable person might expect. Therefore, the touchstone of the admissibility analysis is whether the expert testimony will prove helpful to the jury, not whether it has ever been offered before in any other case.

Moreover, every residency case dispute by GEICO as being tried without benefit of expert human behavior testimony was decided without a jury. *State Auto Prop. & Cas. Ins. Co. v. Gibbs*, 314 S.C. 345, 444 S.E.2d 504 (1994) (bench trial); *Smith v. Auto Owners Ins. Co.*, 377 S.C. 512, 660 S.E.2d 271 (Ct. App. 2008) (bench trial); *Auto-Owners Ins. Co. v. Horne*, 356 S.C. 52, 586 S.E.2d 865 (Ct. App. 2003) (bench trial); *Richardson v. Nationwide Mut. Ins. Co.*, 336 S.C. 233, 519 S.E.2d 120 (Ct. App. 1999) (bench trial); *Auto Owners Ins. Co. v. Langford*, 330 S.C. 578, 500 S.E.2d 496 (Ct. App. 1998) (bench trial); *Hunter v. Nationwide Mut. Ins. Co.*, 317 S.C. 402, 453 S.E.2d 900 (Ct. App. 1994) (summary judgment). In bench trials, judges have more leeway in

accepting expert testimony. Our Supreme Court has held that “[a] trial judge’s role in a bench trial is to admit all evidence and then evaluate it in a non-jury setting.” *Brown v. Allstate Ins. Co.*, 344 S.C. 21, 26, 542 S.E.2d 723, 726 (2001); *see also Lucas v. Vanover*, No. 2006UP233, 2006 WL 7286027 at *4 (S.C. Ct. App. April 27, 2006) (“[T]he role of the circuit judge...was to admit all evidence, admissible or inadmissible, and then evaluate it as a fact finder.”).

Here, the testimony to be offered by Dr. Pitner is similar to other opinions on human behavior accepted by South Carolina courts as helpful to South Carolina juries in other contexts and as such is admissible.

B. Professor Pitner Possesses the Requisite Knowledge and Skill Necessary to Qualify as an Expert in the Matter of Human Developmental Stages and Behavior in Conformity Therewith

The South Carolina Court of Appeals has held that “[f]or a court to find a witness competent to testify as an expert, the witness must be better qualified than the fact finder to form an opinion on the particular subject of the testimony.” *Ellis v. Davidson*, 358 S.C. 509, 525, 595 S.E.2d 817, 825 (Ct. App. 2004). In determining whether a witness possesses the requisite qualifications, the trial judge should not have a solitary focus, but rather should make a broad inquiry. *Fields v. J. Haynes Waters Bldrs., Inc.*, 376 S.C. 545, 556, 658 S.E.2d 80, 86 (2008).

As noted *supra*, in addition to his extensive training and education, Dr. Pitner has taught a graduate level course covering human developmental stages and their interaction in the social environment, the very issues on which he will be offering expert testimony in this case. This teaching assignment demonstrates that his colleagues at our state’s flagship university have recognized him as having special expertise in this area. Indeed, Dr. Pitner served as a consultant for portions of the textbook used in this course; that is, he compared statements made in the textbook against research findings and made suggestions to ensure that the teachings complied

with what is generally known and accepted in his field. His status as a textbook consultant demonstrates that his colleagues in the field of human behavior also recognize his expertise in this area. Moreover, Dr. Pitner's particular area of research interest, social cognition and youth violence, brings him into contact with individuals in the "emerging adulthood" stage of human development and he is required to apply his knowledge of that developmental stage in the course of analyzing his research. There can be no question that Dr. Pitner meets the standard that he "be better qualified than the fact finder to form an opinion on the particular subject of the testimony."

GEICO's argument against Dr. Pitner offering an opinion on the "ultimate issue" of residency in this case is also without merit. "Testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact...however, an opinion may be offered on the ultimate issue of the case only when the witness is otherwise qualified." *State v. Andrews*, 424 S.C. 304, 318, 818 S.E.2d 227, 234 (Ct. App. 2018). Dr. Pitner, as a professor in social work with a PhD in psychology, is clearly qualified to give his opinion on matters of human development. *Andrews*, therefore, does not preclude Dr. Pitner's testimony on emerging adulthood in the context of establishing Mr. Jackson's primary residence. That case held only that the proffered expert, a paramedic with no ballistics or accident reconstruction training, exceeded the scope of her expertise when attempting to opine about the victim's location when he was shot. *Id.* at 318, 818 S.E.2d at 234-35. Here, Dr. Pitner's opinion on the ultimate issue of residency falls squarely within his area of expertise, namely the human development stage of emerging adulthood and Vincent's actions in conformity with that stage, and is thus admissible.

C. Professor Pitner's Testimony is Reliable

As noted *supra* at 5, South Carolina courts have long accepted expert testimony involving human behavior. *See also State v. Morgan*, 326 S.C. 503, 508, 485 S.E.2d. 112, 114 (Ct. App. 1997) (approving admission of behavioral science evidence from psychiatrists, psychologists and social workers in child abuse cases). More important, as our Supreme Court made clear in *State v. Whaley*, 305 S.C. 138, 406 S.E.2d 369 (1991), not all expert testimony is subject to an analysis of the methods and techniques used by the experts. *Cf. State v. Jones*, 273 S.C. 723, 259 S.E.2d 120 (1979). The *Whaley* court held that the testimony of a psychologist who was an expert in eyewitness identification was admissible as he “simply explains how certain every day experience shown by the record can affect human perception and memory, and through them, the accuracy of eyewitness identification.” The court “s[aw] no reason to require a greater foundation.” *Id.* at 142, 406 S.E.2d at 371-72. Moreover, “[i]f the expert's opinion does not fall within *Jones*, questions about the reliability of an expert's methods go only to the weight, but not admissibility, of the testimony.” *Morgan*, 326 S.C. at 513, 485 S.E.2d at 118. A trial court's threshold inquiry is whether the expert's methods and techniques even fall within *Jones'* central purpose: to prevent the aura of infallibility which surrounds “scientific hypotheses not capable of proof or disproof in court and not even generally accepted outside the courtroom” from misleading the fact finders. *Id.* (citing *Jones*, 273 S.C. at 731, 259 S.E.2d at 124)

“There is no formulaic approach for determining the foundational requirements of qualifications and reliability in non-scientific evidence.” *State v. Chavis*, 412 S.C. 101, 108, 771 S.E.2d 336, 339 (2015). Our Supreme court has recently addressed this issue in the context of expert testimony provided by an expert witness trained in social work, stating:

[w]e find that [the party opposing the expert testimony] conflates reliability with perfection. There is always a possibility that an expert witness's opinions are

incorrect. However, whether to accept an expert's opinions or not is a matter for the jury to decide. Trial courts are tasked only with determining whether the basis for the expert's opinion is sufficiently reliable such that it may be may [sic] offered into evidence. Here, [the expert] met the threshold reliability requirement when she testified her methods were published in professional articles and trade publications, subject to peer review, and uniformly accepted and relied upon by other professionals in the field.

State v. Jones, 423 S.C. at 639-40, 817 S.E.2d at 272; *see also State v. Wright*, 269 S.C. 414, 417, 237 S.E.2d 764, 766 (1977) ("It is axiomatic that the credibility of [a] witness is for the jury."). As previously noted, the 2018 *Jones* case approved expert testimony from a social worker regarding child sex abuse dynamics, with testimony focused on explanations of delayed disclosure and the role of nonoffending caretakers in the dynamics of sexual abuse. *Jones*, 423 S.C. at 639, 817 S.E.2d at 272. While this is an area that does not lend itself well to testing for accuracy, the court was nonetheless satisfied that admissibility was proper because "her opinions were supported by peer-reviewed professional journals and trade publications." *Id.*

GEICO argues that Dr. Pitner should be barred from testifying because he personally has not done any research or writing on the concept of emerging adulthood. But his expertise in the broader fields of psychology, social work and human development is not limited to his particular area of research interest. Experts who are more knowledgeable than the lay people on the jury about a general subject area are allowed to offer opinions even if their experience on the precise issue was gained in connection with the litigation. *See, e.g., Maybank v. BB&T Co.*, 416 S.C. 541, 567-68, 787 S.E.2d 498, 511(2016) (expert with general experience with alternative investment strategies but not with the particular product at issue nonetheless allowed to offer expert testimony based on research done in connection with case); *Fields v. Regional Med. Ctr. Orangeburg*, 363 S.C. 19, 609 S.E.2d 506 (2005) (upholding admissibility of physician's opinion despite lack of

board certification in specialized area, which went to weight and credibility of testimony, and not his qualification as expert).

Here, Dr. Pitner's years of education and training in the general fields of psychology and human development qualify him to use his social work skills to apply that knowledge and expertise to Vincent Jackson's actions and his interactions within his social environment. Dr. Pitner's conclusions are based on his own training and teaching experience, as well as his review of the professional literature on emerging adulthood undertaken in connection with this case. This literature encapsulates years of empirical research into the applicable developmental stage and is widely accepted and recognized by experts in Dr. Pitner's field. Moreover, drawing conclusions of this sort from this kind of information is typical of the work done by professionals in Dr. Pitner's field. Indeed, the social worker whose expert testimony was accepted in the 2018 *Jones* case similarly relied on information from peer reviewed professional journals, which she testified were uniformly accepted and recognized in her field. Although such social work analyses may not lend themselves well to methodical testing, they are nonetheless considered reliable by working professionals in that field and as such are sufficiently reliable to meet the test for admissibility.

CONCLUSION

For the reasons set forth herein, Plaintiff's Motion *in Limine* seeking to exclude Professor Pitner's testimony and opinions should be denied.

Respectfully submitted,

s/Mitchell Willoughby

Mitchell Willoughby (SC Bar No. 6161)

Elizabeth Ann Zeck (SC Bar No. 9006)

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Sumter, SC 29150
(803) 774-7776
chastie@ftc-i.net

Attorneys for Defendant

This 27th day of May, 2019
Columbia, South Carolina

Government Employees Insurance Company,
Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,
Defendant.

C/A No. 2016-CP-43-01521

**PRETRIAL BRIEF OF JACKSON
ESTATE**

Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson (“Jackson Estate”) by and through her undersigned counsel, submits this Pretrial Brief pursuant to Rule 16(c), SCRCPP.

1. Name of attorneys handling case:

Mitchell Willoughby (SC Bar No. 6161) (803-730-3550)

Elizabeth Zeck (SC Bar No. 9006) (803-447-4419)

Calvin K. Hastie, Sr. (SC Bar No. 12045) (803-429-6750)

2. Are all motions disposed of?

Yes, as to pre-trial motions. There are several evidentiary motions that have been filed concerning disputed issues remaining following counsel’s pretrial meet and confer. *See infra* at No. 8.

3. Discovery status:

Discovery is complete. The Jackson Estate will object to GEICO’s attempt to call any witness for trial testimony who was not identified during the discovery process.

4. A concise, non-argumentative statement of the facts of the case.

A. Procedural History.

This case arises from a January 17, 2014 traffic collision caused by a City of Bishopville police officer traveling at approximately 80mph in a police vehicle on a Friday night responding to a non-emergency event in the City of Bishopville. Vincent A. Jackson's ("Vincent" or "Mr. Jackson") vehicle was struck by the police vehicle as it rounded a blind curve on Highway 15 about 8 miles from Sumter, and he died in his car at the scene from the force of the impact and catastrophic injuries he sustained in the collision. The 2002 Suzuki driven by Mr. Jackson at the time of the collision was owned by Mr. Jackson's father and was insured under Government Employees Insurance Company ("GEICO") Policy No. 4007-84-23-07 (the "Policy"). The Policy provided \$100,000/\$300,000 in Underinsured Motorist ("UIM") coverage for the 2002 Suzuki and for each of four other uninvolved vehicles. The Jackson Estate put GEICO on notice of UIM claims under the Policy in August 2014.

On November 7, 2014, wrongful death¹ and survival² actions (collectively, "the Tort Actions") were filed for the benefit of Mr. Jackson's young child, sole heir, and sole beneficiary, Jayden A. Jackson, who was born with various birth defects and disabilities, requiring multiple corrective medical procedures and continuing treatment even today. GEICO was served with process and became a party to the Tort Actions by entering its Notice of Appearance. The Bishopville Defendants agreed to pay the Jackson Estate the statutory Tort Claims Act limit of \$300,000.00 for the wrongful death action and \$50,000 for the survival action. This settlement, which included a covenant not to execute, was approved by this Court on March 31, 2016, pursuant

¹ *Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson v. City of Bishopville and Bishopville Police Department*, Civil Action 2014-CP-43-2399, in the Court of Common Pleas for Sumter County, South Carolina.

² *Barbara P. Jackson, as Personal Representative of the Estate of Vincent A. Jackson v. City of Bishopville and Bishopville Police Department*, Civil Action 2014-CP-43-2400, in the Court of Common Pleas for Sumter County, South Carolina.

to S.C. Code Ann. § 15-51-41, expressly reserving the Jackson Estate's right to pursue UIM coverage from GEICO.

On August 12, 2016, while the UIM benefits for the wrongful death and survival actions were still being actively litigated with GEICO, the insurer filed this separate declaratory judgment action, seeking a determination that it was not obligated to pay UIM coverage benefits on the four (4) insured vehicles not involved in the collision. GEICO and the Jackson Estate entered into a stipulation by which GEICO agreed to pay within forty-five (45) days UIM coverage of the \$100,000 policy limit on the 2002 Suzuki while reserving the right to litigate the sole issue of Mr. Jackson's residency at the time of his death. The parties agreed that if Mr. Jackson was a resident relative of the named insureds, his parents, Therel Jackson and Barbara Jackson, at 9 Brown Street in Sumter, South Carolina at the time of the Collision, then GEICO would be obligated to pay an additional \$400,000, representing the aggregate policy limits of UIM coverage under the Jacksons' policy with GEICO. This stipulation was approved by the Court on October 31, 2016, pursuant to S.C. Code Ann. § 15-51-41.

GEICO then filed a motion for summary judgment in the Tort Actions, which motion was denied by order dated March 27, 2017. This order also ordered that the Tort Actions be stayed pending a resolution of this declaratory judgment action. The Jackson Estate moved to dismiss the declaratory judgment action. This motion was denied by the Hon. R. Ferrell Cothran, Jr., in an order dated June 21, 2017. Judge Cothran also ruled as follows:

by agreement and previous Court order there is only one issue remaining to be decided in this case and that issue is: whether Mr. Jackson was a resident of his parents', Therel Jackson's and Barbara Jackson's, home at 9 Brown Street, Sumter, South Carolina at the time of his death of January 17, 2014. *See* (Stipulation and Agreement ¶¶ 5 and 7). Thus, to the extent GEICO's complaint in this matter raises insurance coverage issues or any issue other than the single issue of Mr. Jackson's residency, such issues have been mooted or resolved by the parties' agreement. What does remain to be resolved, and the only matter before this Court in this case,

is the purely factual question of whether Mr. Jackson was a resident of his parents' home at the time of his death, the determination of which will decide whether or not GEICO is obligated to pay additional UIM coverage benefits of \$400,000.00 to the Estate.

June 21, 2017 Order Denying Defendant [Jackson Estate]'s Motion to Dismiss and Directing Trial by Jury at pp.2-3. Judge Cothran further "rule[d] that the residency question shall be decided by a jury." *Id.* at p. 3.

B. Factual Background.

Vincent Jackson was the son of GEICO insureds, Barbara and Therel Jackson. The family has lived at 9 Brown Street in Sumter, South Carolina since 2001, when Vincent was 11 years old. Vincent spent his teenage years growing up and residing at that address, and was still residing at that address when he died on January 17, 2014.

Vincent graduated from Sumter High School in 2008 and attended Sumter County Career Center, where he obtained a welding certificate. He primarily worked as a construction welder. Due to the intermittent nature of this work, he worked for several different employers and was assigned to various construction sites. This work frequently took Vincent out of town for weeks at a time, but he always returned to his family home on Brown Street.

Vincent began a relationship with Jessica Wilson, whom he had originally met in high school. Jessica resided at home with her mom and sisters and Vincent continued to reside at home with his parents and younger brother. Both families were very religious and did not allow the young couple to spend overnights at their respective homes. In late 2011, Vincent obtained permission to use the unoccupied home of a maternal aunt. That home was located on Center Street in Sumter. Vincent and Jessica would spend occasional time together at the Center Street home, but continued to live with their respective parents.

During this time period, Vincent had discussed with his father, Tharel Jackson, the benefit of Vincent establishing a credit history in his own name. They believed that this process would be aided if Vincent established an address separate from the family home on Brown Street. On January 30, 2012, Vincent changed his address with the South Carolina Department of Motor Vehicles to the Center Street property owned by his aunt.

Jessica became pregnant. She was placed on bedrest during her pregnancy and spent most of her time at her family home, which was located on Dollard Street in Sumter. On June 11, 2012 their son Jayden A. Jackson was born. Unfortunately, he was many weeks premature and suffered from congenital multi-organ malformations. Jayden required extensive surgeries to essentially construct his missing lower intestine and anus and spent nearly a month in the neonatal intensive care unit. This was a stressful time filled with much anxiety for both families

While Jessica was pregnant, the Center Street property was burglarized. Consequently, she did not feel safe meeting there anymore, particularly after their son was born with severe disabilities. Therefore, while baby Jayden was still hospitalized, Jessica and Vincent looked into finding a safer meeting place. On June 21, 2012, they applied to rent an apartment located on Rast Street. Although the lease was effective in July 2012, Vincent did not change his address with the SC DMV until December 2012.

The Rast Street apartment was furnished with used items from both families. Jessica and Vincent kept only a few items of clothing there and essentially no cooking equipment, as they usually brought food from their respective family homes. They would meet at the apartment to spend time together with each other and their son when Vincent was in Sumter and not working on out-of-town job sites. However, when he returned to Sumter, Vincent would return not to the Rast Street apartment but to his family home at Brown Street, where he would shower and get his

mother to wash his laundry. He would discuss his need for financial help with his parents and select a family car to drive usually based upon the one with the most gas in the tank. When he was planning to meet with Jessica and Jayden, he would pick up food for the three of them for the period of time they planned to be together, but Brown Street was where he resided and where he always returned for parental guidance and sustenance as well as financial assistance, his work tools, and the many comforts and sense of belonging that only home can provide.

When he was not away from Sumter working, he spent most of his time at the family home on Brown Street. Due to the sporadic nature of Vincent's work, he did not always have enough money to pay the rent. When he was between jobs, his mother would cover the rent payments. She also continued to maintain Vincent on the family's plan for cell phone service.

Vincent's family assisted him in other ways, too. Although he purchased and insured his own vehicle in 2013, a 2001 Oldsmobile Aurora, that car was rarely operational despite substantial repairs paid for by Vincent's father, Therel Jackson. Vincent stored the inoperable vehicle at the family home on Brown Street and drove one of his family's other cars.

On January 4, 2014, shortly before his death, Jessica and Vincent had a vocal disagreement. A neighbor called the police to the Rast Street apartment, complaining about the noise. After they arrived, Vincent, who was angry, was placed under arrest, and charged with disorderly conduct. He was briefly detained in the Sumter-Lee Detention Center before being bonded out by Jessica.³ The following week, on January 8, 2014, Vincent applied for another job with Roper Personnel Services. He completed numerous forms using the address listed on his driver's license.

Vincent spent Friday, January 17, 2014, at his family home on Brown Street. He ate a

³ The Jackson Estate is filing a motion in limine to exclude all evidence relating to the January 2014 arrest as more prejudicial than probative under SCRE 403.

dinner prepared by his mother and, as normal and with his parents' standing permission, selected one of the family's vehicles to meet up with some friends. Later, his younger brother, Tyrell, needed a larger vehicle; so, Vincent met up with him to trade cars, leaving Vincent with the smaller Suzuki. Later that night, Vincent left his friend's home, offering a lift to another friend. After he dropped off that friend, Vincent was struck, at about 10:30pm, by a City of Bishopville police officer driving a police cruiser and traveling well in excess of the speed limit on the way to a non-emergency call without sirens or flashing lights. Vincent died at the scene from the traumatic injuries sustained in that collision.

5. The legal issues involved. This includes the law applicable to the cause of action and the defense.

This is an insurance contract case. Attached hereto are Exhibits 1 and 2, i.e., the "Declarations Page" (2 pages) and the "Protection Against Underinsured Motorist Coverage Amendment South Carolina" (3 pages). The operative language appears as Item No. 1 in the definitions section of the UIM Amendment:

1. "Insured" means:

- a) you;
- b) your relatives who reside in your household;
- c) any person using an insured motor vehicle with your permission;
- d) any person occupying an insured motor vehicle with your permission;
- e) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an *insured* under a), b), c), d), or e) above.

Insurance contracts are subject to the same rules of construction as other contracts. The language of the contract, in this case as in most cases, was drafted by GEICO. GEICO selected the language without any input from Mr. and Mrs. Jackson. Thus, the policy is to be strictly construed against GEICO and most liberally in favor of the Jackson Estate.

The law of the case is clear from Judge Cothran's 2017 Order, ruling that the jury is to determine:

[T]he only matter before this Court in this case, is the purely factual question of whether Mr. Jackson was a resident of his parents' home at the time of his death, the determination of which will decide whether or not GEICO is obligated to pay additional UIM coverage benefits of \$400,000.00 to the Estate.

June 21, 2017 Order Denying Defendant [Jackson Estate]'s Motion to Dismiss and Directing Trial by Jury at pp.2-3.

Buddin v. Nationwide Mut. Ins. Co. 250 S.C. 332, 338 157 S.E.2d 633, 635 (1967) is the seminal South Carolina case governing insurance policies and holds that a resident of the same household is one, other than a temporary or transient visitor, who lives together with others in the same house for a period of some duration, although he may not intend to remain there permanently. The phrase "reside in the household" has no absolute or precise meaning and whether a person is a resident depends heavily on the facts of each situation. If doubt exists, the term resident must be understood in its broadest and most inclusive sense for the benefit of the insureds. "Residency" refers to the person's actual residence and not his legal residence. *State Farm Fire & Cas. Co. v. Breazell*, 324 S.C. 228, 232, 448 S.E.2d 831, 833 (1996).

6. Names of Witnesses to be called at trial.

The Jackson Estate anticipates calling the following witnesses:

- A. Barbara Jackson – Mother of Vincent Jackson who will testify about Vincent's continued residence in his childhood home, as well as her helping him pay some of his bills and Vincent paying some bills at home.
- B. Therel Jackson – Father of Vincent Jackson who will testify about Vincent's continued residence in his childhood home and his plan to establish a credit history.
- C. Jessica Wilson – Girlfriend of Vincent Jackson and mother of his son, Jayden Jackson, who will testify about Vincent's use of the Center Street property and of the Rast Street Apartment, and that she continued to reside at her home at Dollard Street in 2013 and 2014 and thereafter.

- D. Marilyn Wilson – Mother of Jessica Wilson who will testify about Jessica and Vincent’s use of the Center Street property and of the Rast Street Apartment and of Jessica continuing to reside at Dollard Street home.
- E. Friends of VJ – may testify about Vincent’s use of the Rast Street Apartment and Brown Street.
- Keith Mark
 - Tracey Johnson
 - Quentin Green
- F. Dr. Ronald O’Neal Pitner, PhD, ACSW – Dr. Pitner is the Associate Dean for Curriculum and is a Distinguished Associate Professor in Social Work Research with the College of Social Work at the University of South Carolina. Dr. Pitner will provide expert testimony about the human development stage of “emerging adulthood,” explain how Vincent Jackson’s behavior falls within and is explained by that development stage, and why individuals in this stage still reside in their parental/childhood homes, despite exploratory behavior directed elsewhere. A copy of Dr. Pitner’s Curriculum Vitae is attached hereto as Jackson Exhibit 3.

7. Unique legal authorities upon which the claim or defense is based.

In addition to the law discussed *supra* at No. 5, the parties have discussed that, although this declaratory judgment action was brought by GEICO, the Jackson Estate will bear the burden on the issue of whether Vincent resided at his family home at Brown Street at the time of his death, subject to the right pursuant to Rule 43(j), SCRPC, and common law that the party with the burden has the right to open and close at trial. The Jackson Estate believes that GEICO has agreed to this procedure, but out of caution asks that GEICO confirm that the Jackson Estate’s belief is correct.

8. State any unusual questions concerning admission of evidence or procedure likely to arise at trial:

Each party has filed or will be filing motions in limine relating to evidentiary issues.

(a) The Jackson Estate will offer expert testimony from Dr. Ronald Pitner, Assistant Professor and Associate Dean in the School of Social Work at the University of South Carolina in Columbia, South Carolina, who will explain Vincent Jackson’s behavior in the context of human

behavioral stages. GEICO has filed a motion in limine objected to this testimony.

(b) The Jackson Estate has filed a motion in limine objecting to any testimony or exhibits relating to Vincent Jackson's arrest in early January 2014 as being more prejudicial than probative, insofar as that it tends to improperly paint the decedent as a criminal, tainting the jury against him and his Estate. *See, e.g., State v. Lawson*, 424 S.C. 51, 817 S.E.2d 509 (Ct. App. 2018) (reversible error to allow testimony indicating that fingerprint card used to identify crime scene prints originated from a correctional institution); *State v. Tate*, 288 S.C. 104, 106, 341 S.E.2d 380, 381 (1986) (reversible error to admit evidence of mug shot with identifying information about the law enforcement agency taking the photograph).

(c) The Jackson Estate has filed a motion in limine objecting to the use of federal employment forms. To the extent there is any probative value, which is denied, the probative value is outweighed by the substantial risk and danger of the jury being misled as to the import of the "penalty of perjury" warnings on these forms, with the resultant unfair prejudice against the Jackson Estate should the jury misapply the warnings to the address information which is not the information to which the "penalty of perjury" warning applies.

(d) The Jackson Estate has filed a motion in limine objecting to the use of the death certificate as evidence of address. The Sumter County Coroner testified that his office does not compile and is not responsible for the personal information section on the certificate.

(e) The Jackson Estate objects to the introduction of any voter registration record as evidence of address unless such record bears Mr. Jackson's signature.

(f) The Jackson Estate objects to any testimony from any witness whose identity was not timely disclosed during discovery, including but not limited to Paula Washington and Clifton Spears.

9. List of Exhibits to be offered at trial:

The Jackson Estate will offer the following exhibits into evidence:

Jackson Exh. 1: Declarations Page from GEICO Policy #4007-84-23-07, Coverage period 11-03-13 through 05-08-14 (copy attached as Exhibit 1 to GEICO's Complaint) (2 pages)

Jackson Exh. 2: Automobile Policy Amendment to GEICO Policy #4007-84-23-07, Protection Against Underinsured Motorist Coverage Amendment (12-02) (copy attached as Exhibit 1 to GEICO's Complaint) (3 pages)

Jackson Exh. 3: Curriculum Vitae of Dr. Ronald O'Neal Pitner

Jackson Exh. 4: Century 21 Tenant Ledger (Alford Depo. Exh. 2)

Jackson Exh. 5: December 2013 Statement from SAFE Federal Credit Union for Acct. #8008558 (Jackson 000011-000012).

Jackson Exh. 6: June 20, 2012 Experian Credit Profile Report on Vincent A. Jackson (Alford Depo., Exh. 5, pp. 26-27)

10. Damages:

The parties have stipulated that GEICO will pay the Jackson Estate \$400,000 upon a finding and final order that Vincent Jackson was a resident of his parents' home on Brown Street. A copy of the contract of insurance at issue is attached hereto as Jackson Exhibits 1 and 2.

11. If representing insurance company, list name of company, type of coverage (i.e., Primary UM, UIM) and amount of coverage.

Not applicable to the Jackson Estate.

12. Absolute minimum/maximum amount which attorney, in good faith could recommend to client in settlement:

If requested, counsel will provide this information to the Court in confidence.

13. Anticipated length of trial: 2 days.

**14. Under SCRCP 48, I agree to a jury of 6 8 10 12 (circle one)
Jurors with the usual four strikes per party.
I agree to waive the alternate juror. Y/N.**

The Jackson Estate agrees to a jury of 12 jurors with the usual four strikes per party. The

Jackson Estate does not agree to waive the alternate juror.

15. This case will be ready to be tried at the term for which it will be for trial.

This case has been set for a date certain on Tuesday, May 28, 2019 and is ready for trial at that time.

16. Are you willing to mediate this case? (Yes/No):

On November 1, 2017, the parties participated in a mediation, but it was unsuccessful in resolving the case or further narrowing the issues

17. Are you willing to submit this case to binding arbitration? (Yes/No):

No.

I hereby certify that I have read this pretrial brief and attest to the correctness thereof.

Respectfully submitted,

s/Mitchell Willoughby

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Elizabeth Ann Zeck (SC Bar No. 9006)

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Attorneys for Defendant

This 27th day of May, 2019
Columbia, South Carolina



Tel: 1-800-841-3000

GEICO
geico.com
GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Center
Macon, GA 31295-0001

Declarations Page

This is a description of your coverage.
Please retain for your records.

Date issued: January 16, 2014

Policy Number: 4007-84-23-07

Coverage Period:

11-08-13 through 05-08-14

12:01 a.m. local time at the address of the named insured.

THEREL A JACKSON AND BARBARA
JACKSON
9 BROWN ST
SUMTER SC 29150-3605

Endorsement Effective: 01-16-14

Email Address: jacksonb1002@yahoo.com

Named Insured

Therel A Jackson
Barbara Jackson

Additional Driver

Tyrell D Jackson

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 1998 Nissan Pkp/XE/SE	1N6SD18S8TC363D92	Sumter SC 29150	
2 1999 Ford Explorer	1FMZU32E1XZC12543	Sumter SC 29150	
3 2003 Dodge Ram PU1500	1D7HA18D33J574173	Sumter SC 29150	
4 2002 Suzuki Aero S/GS	JS2RA41S925105935	Sumter SC 29150	
5 1987 BMW 528E	WBADK7301H9854886	Sumter SC 29150	

Coverages*Limits and/or Deductibles Vehicle 1 Vehicle 2 Vehicle 3 Vehicle 4

Bodily Injury Liability				
Each Person/Each Occurrence	\$100,000/\$300,000	\$76.30	\$294.30	\$76.30 \$55.90
Property Damage Liability	\$50,000	\$48.80	\$180.40	\$48.80 \$34.30
Uninsured Motorists Bodily Injury				
Each Person/Each Occurrence	\$100,000/\$300,000	\$22.00	\$30.30	\$30.30 \$30.30
Property Damage	\$50,000	\$4.70	\$4.70	\$4.70 \$4.70
Underinsured Motorist Bodily Injury	\$100,000/\$300,000	\$42.00	\$62.20	\$62.20 \$62.20
Each Person/Each Occurrence				
Property Damage	\$50,000	\$1.90	\$1.90	\$1.90 \$1.90
Six Month Premium Per Vehicle		\$193.70	\$673.80	\$222.20 \$189.30

Coverages*Limits and/or DeductiblesVehicle 5

Bodily Injury Liability	
Each Person/Each Occurrence	\$100,000/\$300,000 \$55.90
Property Damage Liability	\$50,000 \$34.30

T-L

DEC_PAGE (11-11) (Page 1 of 2)

Coverages Continued on Back
Policy Change Page 3 of 4

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JACKSON EXHIBIT

1

2016-CP-43-01521

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 5</u>
Uninsured Motorists Bodily Injury		
Each Person/Each Occurrence	\$100,000/\$300,000	\$30.30
Property Damage	\$50,000	\$4.70
Underinsured Motorist Bodily Injury	\$100,000/\$300,000	\$62.20
Each Person/Each Occurrence		
Property Damage	\$50,000	\$1.90
Six Month Premium Per Vehicle		\$185.30
Total Six Month Premium		\$1,368.30

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is	\$397.10
Multi-Car (Veh 1, 2, 3, 4, 5).....	\$215.30
Driver Training (Veh 2)	\$52.80
5 Year Good Driving (Veh 1, 2, 3, 4, 5)	\$129.20

Contract Type: A30SC

Contract Amendments: ALL VEHICLES - A30SC A54SC

Unit Endorsements: A347 (VEH 1,2,3,4,5)

Important Policy Information

- Congratulations! You have earned the free Accident Forgiveness benefit. That means we will waive the surcharge associated with the first at-fault accident caused by an eligible driver on your policy.
- Please review the front and/or back of this page for your coverage and discount information.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at gelco.com if you have any questions.
- The 1988 CHEV has been deleted from your policy. The 1985 CHEV has been deleted from your policy.

GEICO

Policy Number: 4007-84-23-07

Automobile Policy Amendment**PROTECTION AGAINST
UNDERINSURED MOTORIST
COVERAGE AMENDMENT
SOUTH CAROLINA**We agree with *you* as follows:**DEFINITIONS**

The following definitions apply to this amendment:

1. **"Insured"** means:

- a) *you*;
- b) *your relatives* who reside in *your* household;
- c) any person using an *insured motor vehicle* with *your* permission;
- d) any person *occupying an insured motor vehicle* with *your* permission;
- e) any person who is entitled to recover damages under a wrongful death statute of any state because of the death of an *insured* under a), b), c), d) or e) above.

If there is more than one *insured*, our limits of liability will not be increased.2. **"Insured motor vehicle"** is a *motor vehicle* described in the policy and to which the liability coverage of the policy applies.3. **"Motor vehicle"** is a self-propelled vehicle designed for use on a highway and includes trailers and semi-trailers designed for use with these vehicles.The term *motor vehicle* does not include: (a) traction engines; (b) road rollers; (c) farm tractors; tractor cranes; (e) power shovels; (f) well drillers; or (g) any vehicle propelled by electric power from overhead wires but not operated on rails.4. **"Property damage"** means damage or destruction of an *insured's* property.5. **"Underinsured motor vehicle"** means a motor vehicle on which there is bodily injury liability insurance or a bond applicable at the time of the accident in an amount of at least the minimum required by law, but the amount of the insurance or bond:

- a) is less than the amount of the *insured's* damages; or
- b) has been reduced by payments to persons other than an *insured* injured in the accident to an

amount which is less than the amount of the *insured's* damages.This term does not include any *motor vehicle*:

- a) which is an *uninsured motor vehicle* as defined in the Uninsured Motorists Coverage of this policy;
- b) owned by any governmental unit or agency;
- c) owned or operated by a self-insurer under any applicable motor vehicle law unless the applicable self-insurance is less than the *insured's* damages;
- d) owned by or furnished for *your* regular use or that of any *relative*; and
- e) while located for use as a residence or premises.

LOSSES WE PAYUnder this Coverage we will pay damages for *bodily injury* and *property damage* caused by an accident which the *insured* is legally entitled to recover from the owner or operator of an *underinsured motor vehicle* arising out of the ownership, maintenance or use of that *motor vehicle*.**POLICY PERIOD - TERRITORY**

This amendment applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America or Canada.

EXCLUSIONS

When This Coverage Does Not Apply

1. This coverage does not apply to *bodily injury* or *property damage* to an *insured* if he or his legal representative has been awarded a judgment without our prior written consent.
2. This coverage does not apply to *bodily injury* or *property damage* to an *insured* while *occupying* or through being struck by an *uninsured motor vehicle* owned by an *insured* or a *relative*.
3. This coverage will not benefit directly or indirectly any workmen's compensation insurer, self-insurer, disability benefits insurer or property insurer.

JACKSON EXHIBIT

2

2016-CP-43-01521

4. There is no coverage for **property damage** if the **insured** has been compensated by insurance or otherwise.
5. **Bodily injury or property damage** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
6. **Bodily injury or property damage** that results from bio-chemical attack or exposure to bio-chemical agents is not covered.

CONDITIONS

1. None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy apply to this amendment except under Section V - General Conditions: 3, "Changes"; 4, "Assignment"; 6, "Cancellation By The Insured"; 7, "Cancellation By Us"; 8, "Cancellation By Us is Limited"; and 9, "Renewal."

2. PROOF OF CLAIM

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of **bodily injury** treatment, and other facts which may affect the amount payable. Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us as often as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

The **insured** or other person making a claim for damage to property shall file a proof of loss in sworn statement form with us within 60 days after the loss occurs (unless we extend the time in writing). This statement must show: (a) the interest of the **insured**; (b) all others in the property; (c) any liens or other claims on the property; (d) the actual cash value at time of loss; and (e) description and amounts of all other insurance on the property. If we ask, the **insured** must show us the damaged property.

3. ASSISTANCE AND COOPERATION OF THE INSURED

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization.

4. NOTICE OF LEGAL ACTION

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

We have the right to appear and defend in the name of the underinsured motorist in any action that may affect our liability. We have twenty (20) days after service of process on us to make this appearance. The evidence of service upon us shall not become part of the record.

5. LIMIT OF LIABILITY

The limit of liability as shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. **Motor vehicles** or premiums shown in the Declarations; or
4. **Motor vehicles** involved in the accident.

In addition to this limit, we will make an additional amount available to **you** or **your relative** if such person sustains **bodily injury or property damage** in an accident involving the **insured motor vehicle**. The additional amount is equal to the sum of (a) part of the limit on each additional **insured motor vehicle** shown in the Declarations that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. This additional amount is the most we will pay over the stated limit of liability regardless of the number of:

1. **Insureds**;
2. Claims made; or
3. **Motor vehicles** involved in the accident.

However, no one will be entitled to receive duplicate payments for the same elements of loss.

Any amounts otherwise payable for damages which the **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury or property damage** caused by an accident shall be reduced by all sums:

1. Paid because of the **bodily injury or property damage** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Section I of this policy;
2. Paid or payable because of the **bodily injury or**

property damage under any applicable Uninsured Motorist Coverage. This includes all sums paid under Section IV of this policy;

3. Paid or payable because of the *bodily injury* under any of the following or similar law:
 - a. workers' compensation law; or
 - b. disability benefits law;
4. Paid or payable because of the *bodily injury* or *property damage* under any Underinsured Motorist Coverage applicable to a vehicle (other than the *insured motor vehicle*) which the *insured* was occupying at the time of the accident; and
5. Paid because of the *property damage* under Section III of this policy or any similar coverage under any other policy.

Any payment under this coverage will reduce any amount that person is entitled to recover for the same damages under Section I of this policy.

6. OTHER INSURANCE

When an *insured* occupies a motor vehicle not described in this policy, this insurance is excess over any other similar insurance available to the *insured* for *bodily injury*. The insurance which applies to the occupied auto is primary.

If none of an *insured's* motor vehicles is involved in the accident, coverage is available to the extent of coverage on any one *insured motor vehicle*. Coverage on any other vehicle shall not be added to that coverage.

Except as provided above, if the *insured* has other similar *bodily injury* insurance available to him and applicable to the accident, the damages for *bodily injury* will be deemed not to exceed the higher of the applicable limits of liability of this insurance and the other insurance. If the *insured* has other insurance against a loss covered by the Uninsured Motorists provisions of this policy, we will not be liable for more than our pro rata share of the total coverage available.

With respect to *property damage*, this insurance shall be excess over other valid and collectible insurance applicable to the damaged property.

We will not be liable for a greater proportion of any loss under this coverage than its limit of liability bears to the sum of the applicable limits of liability of this and all such other insurance.

7. PAYMENT OF LOSS BY US

Any amount due is payable to the *insured* or his authorized representative.

8. ACTION AGAINST US

Suit will not lie against us unless the *insured* or his legal representative has fully complied with all the terms of this amendment.

9. CONFORMITY WITH SOUTH CAROLINA STATUTES

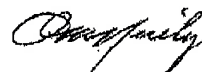
Any terms of this amendment in conflict with the laws of South Carolina are amended to conform with those laws.

THE COMPANY affirms this amendment.



W. C. E. Robinson
Secretary

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO GENERAL INSURANCE COMPANY



O. M. Nicely
President

A-347 (12-02) Page 3 of 3

A-347 (12-02) Page 3 of 3

Policy Number: 4007-84-23-07

Policy Change Page 13 of 14

CURRICULUM VITAE

Ronald O'Neal Pitner, PhD, ACSW

Associate Dean for Curriculum

I. DeQuincey Newman Endowed Chair in Peace and Social Justice

Distinguished Associate Professor in Social Work Research

Director of the I. DeQuincey Newman Institute for Peace and Social Justice

College of Social Work
Hamilton College, 1512 Pendleton Street; Rm. 337
University of South Carolina
Columbia, SC 29208
803-777-6797, rpitner@sc.edu

EDUCATIONAL HISTORY

1993 – 2001 **PhD**, Social Work and Psychology (social), University of Michigan, Ann Arbor, MI
1993 – 1994 **MSW**, Interpersonal Practice, University of Michigan, Ann Arbor, MI
1991 – 1993 **MA**, Experimental Psychology, University of Tennessee, Knoxville, TN
1987 – 1990 **BA**, Psychology, Lee College, Cleveland, TN

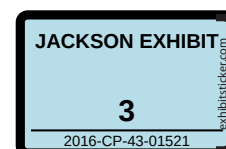
ACADEMIC EMPLOYMENT

2018 – **Associate Dean for Curriculum**, College of Social Work, University of South Carolina, Columbia, SC.
2016 – 2021 **I. DeQuincey Newman Endowed Chair in Peace and Social Justice**, College of Social Work, University of South Carolina, Columbia, SC
2014 – **Associate Professor**, College of Social Work, University of South Carolina, Columbia, SC
2013 – **Director**, I. DeQuincey Newman Institute for Peace and Social Justice, College of Social Work, University of South Carolina, Columbia, SC
2009 – **Affiliate Faculty**, Research Consortium on Children and Families, University of South Carolina, Columbia, SC
2009 – **Affiliate Faculty**, Center for Social Development, Washington University in St. Louis, MO
2009 – 2016 **Affiliate Faculty**, Institute for Partnerships to Eliminate Health Disparities, University of South Carolina, Columbia, SC
2009 – 2014 **Assistant Professor**, College of Social Work, University of South Carolina, Columbia, SC
2008 **Adjunct Faculty**, School of Social Work, Monmouth University, West Long Branch, NJ
2008 **Adjunct Faculty**, Department of Psychology, Rider University, Lawrenceville, NJ
2002 – 2006 **Assistant Professor**, GWB School of Social Work, Washington University in St. Louis, MO
2002 – 2006 **Adjunct Assistant Professor**, Department of Psychology, Washington University in St. Louis

CORPORATE EMPLOYMENT

2007 – 2008 **Project Leader**, marketRx, a Cognizant Company, Bridgewater, NJ

Duties: Managing market research projects with a focus on consumer health care practices and pharmaceutical brand perceptions and attitudes; designing and executing web-based surveys and qualitative studies (e.g., focus groups, in-depth interviews, and content analysis) conducted with



physicians, pharmaceutical sales representatives, patients, and primary care-givers; analyzing primary and secondary quantitative and qualitative data to yield actionable insights for developing brand positioning strategies, new products, and marketing communication materials; writing executive summary and detailed final reports; and presenting research findings to project key stakeholders.

HONORS AND AWARDS

2016 – 2021	I. DeQuincey Newman Endowed Chair in Peace and Social Justice, University of South Carolina
2014 – 2015	Fellow, Pipeline for Academic Leaders Program (PAL), University of South Carolina
2013	Poster awarded from the <i>Society for Community Research and Action (SCRA) Certificate of Excellence</i> at the 121 st Annual Convention of the American Psychological Association, Honolulu, HI.
2013	<i>Breakthrough Rising Star</i> , Office of the Vice President for Research, University of South Carolina
2006	Marquis Who's Who Among Educators
1993 – 1999	Fellow, Horace Rackham Graduate School Merit Program, University of Michigan
1995	Fellow, Inter-University Consortium for Political and Social Research (ICPSR) Summer Program, University of Michigan
1991 – 1993	Fellow, Tennessee Black Graduate Program, University of Tennessee

RESEARCH INTERESTS

- Social cognition, prejudice, stereotypes, and stigma
- Youth violence and social-cognitive processing
- Social cognitive relationship between interpersonal forms of violence and the social and physical context
- Youth and community-based civic engagement
- Race and racial inequalities
- Social cognitive aspects of multicultural social work, anti-oppressive practice, social disparities and social justice

PROFESSIONAL PUBLICATIONS

I. Peer-Reviewed Scientific Publications and Book Chapters

1. Anderson, J.D., & Pitner, R. (In Press). They are coming home: The effect of trauma-related cognitions on vocational readiness of incarcerated women. *Journal of Interpersonal Violence*.
2. Wooten, N. R., Brittingham, J. A., Sumi, N. S., Pitner, R., & Moore, K. D. (In Press). Behavioral health service use by military children during Afghanistan and Iraq wars. *Journal of Behavioral Health Services Research*.
3. Wooten, N.R., Brittingham, J.A., Tavakoli, A., Pitner, R., Jeffrey, D.D., & Haddock, K.S. (2018). Purchased behavioral health care received by Military Health System beneficiaries in civilian medical facilities, 2000-2014. *Military Medicine*. DOI.org/10.1093/milmed/usx101.
4. Priester, M.A., Pitner, R. & Lackey, R. (2018). Examining the relationship between diversity exposure and students' color-blind racial attitudes and awareness of racial oppression. *Journal of Ethnic & Cultural Diversity in Social Work*. DOI: 10.1080/15313204.2017.1344948**
5. Pitner, R., Priester, M.A., Lackey, R., & Duvall, D. (2018). A dedicated diversity course or an infusion model? Exploring which strategy is more effective in social work pedagogy. *Journal of Social Work Education*, 54 (1), 49-60. DOI: 10.1080/10437797.2017.1314839**

6. Seokwon, Y., Moon, S.S., & **Pitner, R. (2018)**. Effective treatments of late life depression in longterm care facilities. *Research on Social Work Practice*, 28 (2), 116-130. DOI: 10.1177/1049731515621165 **
7. **Pitner, R.**, Moore, H., Capp, G., Benbenishty, R., Astor, R.A. (2017). Prevention of violence, aggression, and bullying in schools. In P. Sturmey (Ed.). *The Wiley handbook of violence and aggression. Volume 3, Societal interventions* (Chapter 95). Hoboken, NJ: John Wiley & Sons Publisher. DOI.org/10.1002/9781119057574.whbva095 **
8. Nelson, E., **Pitner, R.**, & Pratt, C. (2017). Assessing the viability of race-neutral alternatives in law school admissions. *Iowa Law Review*, 102 (5), 2187-2234.
9. Capp, G., Moore, H., **Pitner, R.**, Iachini, A., Astor, R.A., & Benbenishty, R. (2017). Promoting school safety: How educators and school leaders can address and prevent school violence and victimization. In G. Noblit (Ed.). *Oxford Research Encyclopedia of Education*. New York: Oxford Press. DOI: 10.1093/acrefore/978019024093.013.78**
10. Berkowitz, R., Iachini, A., Moore, H., Capp, G., Astor, R.A., **Pitner, R.**, & Benbenishty, R. (2017). School climate. In G. Noblit (Ed.). *Oxford Research Encyclopedia of Education*. New York: Oxford Press. DOI: 10.1093/acrefore/9780190264093.013.89**
11. **Pitner, R.**, Moore, H., Capp, G., Iachini, A., Berkowitz, R., Benbenishty, R., & Astor, R.A. (2017). School safety, victimization, and bullying: An overview of violence interventions and monitoring approaches. In C. Franklin (Ed.) *Encyclopedia of Social Work Online* (ESWO). New York: Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.1194**
12. Iachini, A., Berkowitz, R., Moore, H., **Pitner, R.**, Astor, R.A., & Benbenishty, R. (2017). School Climate. In C. Franklin (Ed.) *Encyclopedia of Social Work Online* (ESWO). New York: Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.1195**
13. **Pitner, R.**, & Sakamoto, I. (2016). Cultural competence and critical consciousness in social work pedagogy. In C. Franklin (Ed.) *Encyclopedia of Social Work Online* (ESWO). New York: Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.888.
14. Iachini, A., **Pitner, R.**, Morgan, F., & Rhodes, K. (2016). Exploring the principal perspective: Implications for expanded school improvement and school mental health. *Children & Schools*, 38(1), 40-48.
15. Smallwood, S., Freedman, D.A., **Pitner, R.**, Sharpe, P., Cole, J., Hastie, S., Hunter, B. (2015). Implementing a Community Empowerment Center to build capacity for developing, implementing, and sustaining interventions to promote community health. *Journal of Community Health*, 6, 1122-1129. **
16. Foster, K.A., **Pitner, R.**, Freedman, D., Bell, B.A., & Shaw, T.C. (2015). Spatial dimensions of social capital. *City & Community*, 14 (4), 392-409.
17. **Pitner, R.**, Marachi, R., Astor, R., & Benbenishty, R., (2015). Evidence-based violence prevention programs and best implementation practices. In K. Corcoran (Ed.) *Social Workers' Desk Reference* (3rd ed, pp. 1050-1068). New York: Oxford Press.
18. **Pitner, R.**, Astor, R., & Benbenishty, R. (2015). Violence in schools. In P. Allen-Meares (Ed.) *Social work services in school* (7th ed, pp. 265-296). Boston, Massachusetts: Pearson.
19. Browne, T., **Pitner, R.**, & Freedman, D. (2013). When identifying health disparities as a problem is a problem: Pedagogical strategies for examining racialized contexts. *Journal of Prevention and Intervention in the Community*, 41, 220-230.
20. **Pitner, R.**, Yu, M., & Brown, E. (2013). Which factor has more impact? An examination of the effects of income level, perceived neighborhood disorder, and crime on community care and vigilance among low-income African American residents. *Race and Social Problems*, 5, 57-64.

21. Freedman, D.A., **Pitner, R.**, Powers, M.C.F., & Anderson, T.P. (2012). Using photovoice to develop a grounded theory of socio-environmental attributes influencing the health of community environments. *British Journal of Social Work*, 44 (5), 1301-1321. doi:10.1093/bjsw/bcs173
22. Powers, M., Freedman, D., & **Pitner, R.** (2012). From snapshot to civic action: A photovoice facilitator's manual. Community-Engaged Scholarship for Health (CES4Health.info), 2012. Available at <http://bit.ly/OjCuL8>**
23. **Pitner, R.**, Scott, L., & DeLoach, K. (2012). When deficits are misplaced: A comparison between African-American and White college students on qualitative and structural dimensions of interpersonal relationships. *Journal of African American Studies*, 16 (3), 511-536. **
24. Yu, M., Nebbit, V., Lombe, M., **Pitner, R.**, & Salas-Wright, C. (2012). Understanding tobacco use among urban African American youth living in public housing communities: A test of Problem Behavior Theory. *Journal of Studies on Alcohol and Drugs*, 37 (8), 978-981.
25. **Pitner, R.**, Yu, M., & Brown, E. (2012). Making neighborhoods safer: Examining predictors of residents' concerns about neighborhood safety. *Journal of Environmental Psychology*, 32 (1), 43-49.
26. **Pitner, R.**, Yu, M., & Brown, E. (2011). Exploring the dynamics of middle aged and older adult residents' perceptions of neighborhood safety. *Journal of Gerontological Social Work*, 54 (5), 511-527.
27. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., Zeira, A. (2011). Putting context into a cultural perspective: Examining Arab and Jewish adolescents' judgments and reasoning about spousal retribution. *Violence Against Women*, 17 (5), 584-602.
28. Astor, R., Benbenishty, R., Marachi, R., & **Pitner, R.** (2009). Evidence-based violence prevention programs and best implementation practices. In A. Roberts (Ed.) *Social workers' desk reference* (2nd ed., pp. 985-1003). New York: Oxford University Press.
29. **Pitner, R.**, & Astor, R. (2008). Children's reasoning about poverty, physical deterioration, danger, and retribution in neighborhood contexts. *Journal of Environmental Psychology*, 28 (4), 327-338.
30. Astor, R., Rosemond, M., **Pitner, R.**, Marachi, R., & Benbenishty, R. (2008). Evidence-based violence prevention programs and best implementation practices. In C. Franklin, M. Harris, & P. Allen-Meares Ed. (Eds.) *The school practitioner's concise companion to preventing violence and conflict* (2nd ed., pp. 3 - 26). New York: Oxford University Press.**
31. **Pitner, R.** (2007). Social psychological theory and the potential for intergroup and ethnonational cooperation in civic service programs. In M. Sherraden and A. Moore-McBride (Eds.) *Civic service worldwide: Impacts and inquiry* (pp. 206 – 221). Armonk, NY: M.E. Sharpe.
32. Astor, R., Rosemond, M., **Pitner, R.**, Marachi, R., & Benbenishty, R. (2006). Evidence-based violence prevention programs and best implementation practices. In C. Franklin, M. Harris, & P. Allen-Meares (Eds.) *The school services sourcebook: A guide for school-based professionals* (pp. 423 – 442). New York: Oxford University Press.**
33. Hovmand, P.S., & **Pitner, R.** (2005). Combining systems dynamics, social networks, and geographic information systems. In J. D. Sterman, N. P. Repenning, R. S. Langer, J. I. Rowe, and J. M. Yanni (Eds.), *Conference Proceedings of the 23rd International Conference of the System Dynamics Society July 17 – 21, Boston, MA.* (available at <http://www.systemdynamics.org/conferences/2005/proceed/papers/HOVMA404.pdf>)
34. **Pitner, R.**, & Sakamoto, I. (2005). The role of critical consciousness in multicultural practice: Examining how its strength becomes its limitation. *American Journal of Orthopsychiatry*, 75 (4), 684 - 694.
35. Sakamoto, I., & **Pitner, R.** (2005). Use of critical consciousness in anti-oppressive social work practice: Disentangling power dynamics at personal and structural levels. *British Journal of Social Work*, 35 (4), 435 – 452.

36. Astor, R., Benbenishty, R., **Pitner, R.**, & Meyer, H.A. (2004). Bullying and peer victimization in schools. In P. Meares, & M. Fraser (Eds.) *Intervention with children and adolescents: An interdisciplinary perspective* (pp. 417-448). New York: Allyn & Bacon.
37. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., Zeira, A. (2003). Adolescents' approval of peer and spousal retribution in their culture versus other cultures: The role of group stereotypes. *British Journal of Developmental Psychology*, 21 (2), 221-242.
38. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., & Zeira, A. (2003). The effects of group stereotypes on adolescents' reasoning about peer retribution. *Child Development*, 74 (2), 413-425.
39. Astor, R., Benbenishty, R., Haj-Yahia, M. M., Zeira, A., Perkins-Hart, S., Marachi, R., & **Pitner, R.** (2002). The awareness of risky peer group behaviors on school grounds as predictors of students' victimization on school grounds: Part II– junior high schools. *Journal of School Violence*, 1(3), 57-76.**
40. Astor, R., Benbenishty, R., Marachi, R., Haj-Yahia, M. M., Zeira, A., Perkins-Hart, S., & **Pitner, R.** (2002). The awareness of risky peer group behaviors on school grounds as predictors of students' victimization on school grounds: Part I – elementary schools. *Journal of School Violence*, 1 (1), 11-33.**
41. Astor, R., **Pitner, R.**, Benbenishty, R., & Meyer, H. (2002). Public concern and focus on school violence. In R. Rapp-Paglicci, A. Roberts, & J. Wodarski (Eds.) *Handbook of violence* (p. 262 – 302). New York: Wiley & Sons.
42. Astor, R., Meyer, H., & **Pitner, R.** (2001). Elementary and middle school students' perceptions of violence-prone school sub-contexts. *The Elementary School Journal*, 101 (5), 511-528.
43. Astor, R., **Pitner, R.**, Meyer, H., & Vargas, L. (2000). The most violent event at school: A ripple in the pond. *Children & Schools: A Journal of Social Work Practice*, 22 (4), 199-216.
44. Astor, R., Meyer, H., & **Pitner, R.** (1999). Mapping school violence with students, teachers, and administrators: An intervention. In L. Davis (Ed.) *Working with African-American males: A guide to practice* (pp. 129-144). Thousand Oaks, CA: Sage Publications.
45. Astor, R., Vargas, L., **Pitner, R.**, & Meyer, H. (1999). School violence: Research, theory, & practice. In J. Jenson & M. Howard (Eds.) *Prevention and treatment of violence in children and youth: Etiology, assessment, and recent practice innovations* (pp. 139-171). Washington, DC: NASW Press.
46. Astor, R., **Pitner, R.**, & Duncan, B. (1996). Ecological approaches to mental health consultation with teachers on issues related to youth and school violence. *Journal of Negro Education*, 65 (3), 336-355.

(**Publications or Presentations with Students)

II. Manuscripts Under Review or Revision

1. Anderson, J.D., **Pitner, R.**, & Wooten, N.R. (Revise/Resubmit). *A gender-specific model of pre-incarceration trauma and incarceration-based trauma in incarcerated women*. Trauma, Violence, and Abuse.
2. Freedman, D., Iachini, A., Pitner, R., Bell, B., & Smallwood, S. (Under Revision). Development and validation of agency for neighborhood improvement scale.
3. Ma, K., **Pitner, R.**, & Sakamoto, I. (Under Review). *Challenges in acculturation among international students from Asian collectivist cultures*. Manuscript submitted for review.
4. **Pitner, R.**, Yu, M., Wiggins, E., Wang, K., & Hastie, S. (Under Revision). Tenure-mixing and threshold effect: An examination of neighborhood physical environment and crime.
5. Wooten, N.R., Brittingham, J.A., Sumi, N.S., **Pitner, R.**, & Moore, K.D. (Revise/Resubmit). Behavioral health service use by military children during Afghanistan and Iraq wars. *Journal of Behavioral Health Services Research*.

III. Manuscripts in Preparation

1. Freedman, D., **Pitner, R.**, Johnson, R., & Hastie, S. (**in preparation**). LENS: Examining the influence of photovoice artwork.
2. Kim, J., **Pitner, R.**, & Yu, M. (**in preparation**). Spousal violence and social rules: An examination of adolescents' reasoning patterns.
3. Ma., K., **Pitner, R.**, & Tang, W. (**in preparation**). Acculturation stress and depression among first-year international graduate students from China and India at the University of South Carolina.
4. **Pitner, R.**, Smith, R., Priester, & Duvall, D. (**in preparation**). Race and social work education: An examination of the color-blindness scale.
5. **Pitner, R.**, Yu, M., & Astor, R.. (**in preparation**). Ranking violent transgressions: Assessing children's reasoning about psychological and physical harm.
6. **Pitner, R.**, Freedman, D., & Bell, B. (**in preparation**). Assessing the role of neighborhood social capital on public housing residents' perceptions of neighborhood safety.
7. **Pitner, R.**, Yu, M., & Brown, E. (**in preparation**). Children's reasoning about harm-oriented gender stereotypes, physical strength, and the approval of prototypical violence.
8. **Pitner, R.**, & Freedman, D. (**in preparation**). Toward repaired window theory: Creating healthier environments through community engagement.

IV. Book Reviews

1. **Pitner, R.** (2012, January). [Review of the book *Confronting oppression and restoring justice: From policy analysis to social action* (2nd ed), by K. van Wormer, L. Kaplan, & C. Juby]. Alexandria, VA: CSWE Press. Unpublished review.

V. [Non]Peer-Reviewed Technical Reports

1. Nelson, E., **Pitner, R.**, & Pratt, C. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, School of Law/ College of Social Work, Pennsylvania State University – Dickinson Law.
2. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.
3. Pratt, C., Nelson, E., & **Pitner, R.** (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. Pennsylvania State University – Dickinson Law, University of South Carolina, School of Law/ College of Social Work.
4. Nelson, E., **Pitner, R.**, & Pratt, C. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, School of Law/ College of Social Work, Pennsylvania State University – Dickinson Law.
5. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.
6. Pratt, C., Nelson, E., & **Pitner, R.** (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. Pennsylvania State University – Dickinson Law, University of South Carolina, School of Law/ College of Social Work.
7. Nelson, E., **Pitner, R.**, & Pratt, C. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, School of Law/ College of Social Work, Pennsylvania State University – Dickinson Law.
8. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.

9. Pratt, C., Nelson, E., & **Pitner, R. (2016)**. *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. Pennsylvania State University – Dickinson Law University of South Carolina, School of Law/ College of Social Work.
10. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.
11. Iachini, A., **Pitner, R.**, Flaherty, A., & Taylor, M. (2015). *Kershaw County School District Needs Assessment: The principal perspective*. University of South Carolina, College of Social Work.
12. Powers, M., Freedman, D., **Pitner, R.**, & Paulin-Anderson, T. (2011). *From snapshot to civic action: Using photovoice to engage a public housing community in the examination of neighborhood context. Summary Report*. University of South Carolina, College of Social Work.**
13. **Pitner, R.**, Lloyd, J., & Bell, V. (2003). *Creating the perception of safety among vulnerable groups: An evaluation of Operation SafeStreet*. Operation SafeStreet, Washington University in St. Louis, MO, School of Social Work.**

PROFESSIONAL GRANTS

I. Research Grants (Selected for Funding or Full Proposal Submission)

1. Aspire I. University of South Carolina. (\$14,998; May 2018 to August 2019). *HIV stigma-related trauma in African-American HIV-positive women: A mixed method approach to measure development*. **Role: Co-Investigator.**
2. Sisters of Charity Foundation of South Carolina. (\$9,200; August 2017 to July 2018). *The Newman Institute's "Call to Action" Series*. **Role: Principal Investigator.**
3. Center for Contemplative Mind in Society (\$4,000; August 2016 to May 2017). *The I. DeQuincey Newman Institute for Peace and Social Justice Annual "Call to Action."* **Role: Principal Investigator.**
4. Access Group Center for Research & Policy Analysis. (\$114,836; April 2016 to May 2017). *Assessing the viability of race-neutral alternatives in law school admissions*. **Role: Principal Investigator.**
5. Aspire I. University of South Carolina. (\$14,601.71; May 15, 2014 to August 30, 2015). *Frequency and attributions of discrimination experiences among low-income and middle income African Americans*. **Role: Principal Investigator.**
6. Social Sciences Grant. University of South Carolina. (\$19,984; May 16, 2011 to May 15, 2013). *Mapping neighborhoods for crime and ownership*. **Role: Principal Investigator.**
7. Kresge Foundation. (\$650,000; July 2010 to December 2013). *Creating healthy environments through community engagement*. **Role: Principal Investigator.**
8. Arts and Humanities Grant. University of South Carolina. (\$16,758; May 2010 to December 2011). *From snapshot to civic action*. **Role: Principal Investigator.**
9. Andrus Family Fund. (\$111,877; April 2006 to October 2006). *Student and caretaker options for resolution and empowerment (SCORE)*. **Role: Co-Investigator.**
10. Rackham One-Term Dissertation Grant. University of Michigan. (\$18,838; January 2001 to April 2001). *Understanding children's reasoning about peer and spousal violence: An examination of children's informational assumptions and cultural stereotypes*. **Role: Principal Investigator.**
11. Rackham One-Term Dissertation Grant. University of Michigan. (\$18,838; August 2000 to December 2000). *Understanding children's reasoning about peer and spousal violence: An examination of children's informational assumptions and cultural stereotypes*. **Role: Principal Investigator.**

II. Research Grants (Under Review)

1. National Science Foundation. (Submitted June, 2018, \$100,000). *Planning Grant: Collaborative: Engineering research center for convergent research on FLOODS for mitigation of infrastructure damage and societal impacts.* **Role: Key Personnel.**
2. National Science Foundation. (Submitted February, 2018, \$1,954,721). *SCC: Connected decision making based on real-time data to mitigate urban flooding.* **Role: Co-Principal Investigator.**

III. Research Grants Submitted (Not Selected For Funding)

1. National Institute of Justice. (Submitted May, 2016). *A pilot study of a GIS mobile mapping application to monitor school safety in real-time.* **Role: Principal Investigator.**
2. National Science Foundation. (Submitted February, 2016). *Collaborative research and education on protection, reuse, optimization and production in food, energy and water systems.* **Role: Principal Investigator.**
3. Aspire II. University of South Carolina. (Submitted January, 2016). *Developing a sustainable flood-management system with Gills Creek Watershed, South Carolina as a case study.* **Role: Principal Investigator.**
4. National Urban and Community Forestry Challenge Cost-Share Grant Program. (Submitted in November, 2015). *Trees and health in public housing: Engaging youth in urban forestry management.* **Role: Principal Investigator.**
5. Social Science Grant. University of South Carolina. (Submitted in October, 2015). *Community assessment for food gleaning to address food insecurity.* **Role: Co-Investigator.**
6. Center for Research & Policy Analysis. (Submitted in October, 2015). *An empirical assessment of the viability of race-neutral alternatives in law school admissions.* **Role: Principal Investigator.**
7. National Science Foundation. (Submitted in May, 2015). *Studies of engineered levee breaches, including socio-economic considerations.* **Role: Principal Investigator.**
8. National Institute of Justice. Submitted in June, 2015). *A pilot study of a GIS mobile mapping application to monitor school safety in real-time.* **Role: Principal Investigator.**
9. Research Engagement Collaborative (Submitted in August, 2014) Grant. University of South Carolina. (Submitted in September, 2014). *Domestic human rights.* **Role: Principal Investigator.**
10. Spencer Foundation. (Submitted in April, 2014). *Youth civic engagement and perceptions of safety in low-income neighborhoods.* **Role: Principal Investigator.**
11. W.T. Grant Foundation. (LOI Submitted in January, 2014 and accepted for full proposal submission in April, 2014). *Empowering youth to create safer neighborhood settings.* **Role: Principal Investigator.**
12. National Institute of Justice. (Submitted in May, 2014). *Empowering youth to create safer neighborhood settings.* **Role: Principal Investigator.**
13. Social Sciences Grant. University of South Carolina. Submitted in October, 2013). *Experiences with discrimination among low-income and middle-income African Americans.* **Role: Principal Investigator.**
14. Aspire I. University of South Carolina. (Submitted in January, 2013). *Experiences with discrimination among a diverse sample of African Americans.* **Role: Principal Investigator.**
15. Robert Wood Johnson Foundation. (Submitted in March, 2011). *Community gardening in public housing communities.* **Role: Co-Investigator.**
16. Social Sciences Grant. University of South Carolina. (Submitted in February, 2010). *Mapping neighborhoods for crime and ownership.* **Role: Principal Investigator.**
17. Society for the Psychological Study of Social Issues. (Submitted in July, 2009). *Mapping neighborhood ownership.* **Role: Principal Investigator.**
18. National Center for Marriage Research. (Submitted in April, 2009). *The impact of economic and financial circumstances and fluctuations on family formation, parenting and family stability among*

middle income African Americans in rural and Urban South Carolina. Role: Principal Investigator.

19. Research Opportunity Program, University of South Carolina. (Submitted in March, 2009). *Mapping neighborhood ownership: Examining the role of crime and physical and social incivilities. Role: Principal Investigator.*
20. Center for Disease Control and Prevention. (Submitted in March, 2005). *Using youth services to reclaim community ownership. Role: Principal Investigator.*
21. National Science Foundation. (Submitted in March, 2004). *Dynamics of safe and free environments (DOSAFE). Role: Principal Investigator.*
22. Center for Disease Control and Prevention. (Submitted in February, 2004). *Using youth services to claim community ownership. Role: Principal Investigator.*

PROFESSIONAL EXHIBITION RECORD

I. 2013

1. *Community visions*, University of South Carolina McKissick Art Museum, Columbia, SC, Photography Exhibition, Curator: Lana Burgess, Faculty Curator and Program Director, University of South Carolina. Aug 19, 2013 – Jan. 31, 2014.
2. *Community visions*, Benedict College Business Development Center, Columbia, SC, Photography Exhibition, Curator: Tanjenique Paulin, Benedict College. May 7, 2013.

II. 2011

1. *From snapshot to civic action: Creating healthy environments through community engagement*, University of South Carolina McKissick Art Museum, Columbia, SC, Photography Exhibition, Curator: Lana Burgess, Faculty Curator and Program Director, University of South Carolina. Jan. 8 – Mar. 26, 2011.
2. “Meet the artists.” *From snapshot to civic action: Creating healthy environments through community engagement*, University of South Carolina McKissick Art Museum, Columbia, SC, Photography Exhibition, Curator: Lana Burgess, Faculty Curator and Program Director, University of South Carolina. Jan. 18, 2011.

PROFESSIONAL PRESENTATIONS

1. Savage, T., Browne, T., DeHart, D., & Pitner, R. (2018, November). African American end-stage renal disease and medication adherence: What are the effects of everyday racism? Annual conference of the American Public Health Association, San Diego, CA.
2. Ma, K., Tang, W., & Pitner, R. (2018, November). Acculturation stress, depression, and social support among international students in the US. Oral presentation at the Annual Program Meeting for the Council on Social Work Education, Orlando, Fla.
3. Sakamoto, I., & Pitner, R. (2018, January). “Dirty laundry” & “false advertising” – *Negotiating knowledge mobilization in community-based research (CBR)*. Presentation for the Centre for Critical Qualitative Health Research (CQ) Seminar, University of Toronto, Toronto, Canada.
4. Ma, K., Pitner, R., & Tang, W. (2018, January). *Preliminary findings: Acculturation stress, social support, and depression among international students*. Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.**

5. Savage, T.E., Browne, T., **Pitner, R.**, & DeHart, D. (2018, January). *African American end-stage renal disease and medication adherence: What are the effects of everyday racism?* Oral presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.
6. Jang, E., Yu, M., & **Pitner, R.** (2018, January). *Smoking status and use of other forms of tobacco products: Results of a national survey.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC. **
7. Pratt, C., Nelson, E. & **Pitner, R.** (2017, November). *Assessing the viability of race-neutral alternatives in law school admissions.* Oral presentation at the annual AccessLex Legal Education Research Symposium, Clearwater Beach, FL.
8. Savage, T.E., Browne, T., **Pitner, R.** & DeHart, D. (2017, November). *African American end stage renal disease & medication adherence: What are the effects of everyday discrimination?* American Society of Nephrology Annual Meeting & Scientific Exposition. New Orleans, LA.
9. Smith, R., **Pitner, R.**, Priester, M.A., & Duvall, D. (2017, October). *Color-blind ideology: Teaching diversity in social work.* Poster presentation at the Annual Program Meeting of the Council on Social Work Education, Dallas, TX.**
10. Ma, K., Weizhou, T., & **Pitner, R.** (2017, August). *Acculturation stress and depression among international graduate students from collectivist cultures.* Poster presentation at the annual meeting for the American Psychological Association, Washington, DC.**
11. **Pitner, R.**, Ma, K., & Sakamoto, I. (2017, August). *Conceptual understanding of acculturation experiences of Asian international students in the US.* Poster presentation at the annual meeting for the American Psychological Association, Washington, DC.**
12. Smith, R., **Pitner, R.**, Priester, M.A., & Duvall, D. (2017, August). *Color-blind ideology: Developing cultural competence among graduate mental health students.* Poster presentation at the annual meeting for the American Psychological Association, Washington, DC. **
13. **Pitner, R.** (2017, July). *Working together for healthier communities: An intervention to generate community-level and community-engaged interventions in a low-income neighborhood.* Oral presentation for the 45th annual forum of the Korean Association of Social Welfare for a Sustainable Future Management: Social welfare practice methods toward implementing citizen participation-oriented community welfare. Seoul, South Korea.
14. Smith, R., **Pitner, R.**, Priester, M.A., & Duvall, D. (2017, April). *Teaching colorblind awareness through diversity education.* Poster presentation at the annual Discover USC Conference, University of South Carolina, Columbia, SC.**
15. Sakamoto, I., & **Pitner, R.** (2017, January). *Ethics and complex realities of knowledge mobilization from community-based participatory research with marginalized communities.* Roundtable presentation at the annual meeting for the Society for Social Work Research, New Orleans, LA.
16. Kim, J., **Pitner, R.**, & Yu, M. (2017, January). *Spousal violence and social rules: An examination of adolescents' reasoning patterns.* Poster presentation at the annual meeting for the Society for Social Work Research, New Orleans, LA.**
17. Wooten, N., Brittingham, J., **Pitner, R.**, & Jeffrey, D. (2017, January). *Trends in behavioral health services use by military-connected children during the Iraq and Afghanistan wars.* Oral presentation at the annual meeting for the Society for Social Work Research, New Orleans, LA.
18. Nelson, E., **Pitner, R.**, & Pratt, C. (2017, January). *Assessing the viability of race-neutral alternatives in law school admissions.* Oral presentation at the Theorizing Educational Diversity in the Legal Academy, Association of American Law Schools Committee on Recruitment and Retention of Minority Law Teachers and Students, San Francisco, CA.
19. Nelson, E. **Pitner, R.**, & Pratt, C. (2016, November). *Assessing the viability of race-neutral alternatives in law school admissions.* Oral presentation at the Thurgood Marshall School of Law, Houston, TX.
20. Kim, J., **Pitner, R.**, & Yu, M. (2016, August). *The role of social rules on adolescents reasoning about spousal violence.* Poster presentation at the annual meeting for the American Psychological Association, Denver, CO.**

21. **Pitner, R.,** Pratt, C., & Nelson, E. **(2016, August).** *Assessing the viability of race-neutral alternatives in law school admissions.* Poster presentation at the annual meeting for the American Psychological Association, Denver, CO.
22. Kim, J., & **Pitner, R. (2016, July).** *The influence of social norms on adolescents' judgment about spousal violence.* Paper presentation at the International Family Violence and Child Victimization Research Conference, Portsmouth, NH.**
23. **Pitner, R.,** Priester, M.A., & Lackey, R. **(2016, January).** *Diversity and social justice: Critically examining social work education.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.**
24. **Pitner, R.,** & Iachini, A. **(2016, January).** *Exploring the principal perspective: Implications for expanded school improvement and school mental health.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.
25. Priester, M.A., **Pitner, R.,** & Lackey, R. **(2016, January).** *The effects of diversity exposure on racial awareness and color-blind racial attitudes.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.**
26. Foster, K., **Pitner, R.,** Freedman, D., Bell, B., & Shaw, T. **(2016, January).** *Spatial dimensions of social capital.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.
27. Wooten, N. R., Brittingham, J., Tavakoli, A., **Pitner, R.,** Jeffery, D. D., & Haddock, K. S. **(2015, November).** *Military health system beneficiaries receiving civilian behavioral health care in South Carolina Health Systems.* Poster presentation at the 39th Annual Conference of the Association for Medical Education and Research in Substance Abuse. Washington, DC.
28. Priester, M.A., **Pitner, R.,** & Lackey, R. **(2015, October).** *Evaluating diversity education strategies in graduate social work programs.* Paper presented at the Annual Program Meeting of the Council on Social Work Education, Denver, CO.**
29. Iachini, A., **Pitner, R.,** Flaherty, A., Morgan, F., & Rhodes, K. **(2015, September).** *Exploring the principal perspective on unmet teacher and student mental health needs: Implications for school mental health.* Poster presentation at the 9th World Congress conference, Columbia, SC.**
30. **Pitner, R.,** Priester, M.A., & Lackey, R. **(2015, August).** *Examining diversity education strategies in graduate programs for helping professionals.* Poster presentation at the annual meeting for the American Psychological Association, Toronto, Canada.**
31. Lackey, R., Priester, M.A., & **Pitner, R. (2015, August).** *Diversity exposure and student levels of color-blindness and racism awareness.* Poster presentation at the annual meeting for the American Psychological Association, Toronto, Canada.**
32. **Pitner, R.,** Freedman, D., Smallwood, S., & Bell, B. **(2015, January).** *Community-generated interventions: Fostering community engagement among public housing residents.* Poster presentation at the annual program meeting for the Society for Social Work Research, New Orleans, LA.
33. Sakamoto, I., **Pitner, R.,** & Chin, M. **(2015, January).** *How to analyze arts-based data in social work research.* Workshop presentation at the annual program meeting for the Society for Social Work Research, New Orleans, LA.**
34. Smallwood, S., **Pitner, R.,** Freedman, D., Sharpe, P., Cole, J.A., Hastie, S. **(2014, November).** *Developing and implementing a Community Empowerment Center to build local capacity for community-level change.* Roundtable presentation at the American Public Health Association annual meeting, New Orleans, LA **
35. Foster, K., **Pitner, R.,** Freedman, D., Bell, B., & Shaw, T. **(2014, August).** *Spatial dimensions of social capital.* Poster presented at the annual meeting for the American Psychological Association, Washington, DC.
36. **Pitner, R.,** Yu, M., Astor, R., & Brown, E. **(2014, August).** *Effects of context on children's evaluation of prototypical violence.* Poster presented at the annual meeting for the American Psychological Association, Washington, DC.

37. Ohmer, M., Walker, L., & **Pitner, R. (2014, January).** *Measures for community engagement and collective efficacy in community-based research: Opportunities and challenges.* Roundtable presentation at the annual meeting for The Society for Social Work and Research. San Antonio, TX.
38. Yu, M., Primack, B., **Pitner, R.,** & Olate, R. **(2014, January).** *Tobacco advertising and marketing and adolescent tobacco use.* Poster presented at the annual meeting for the Society for Social Work and Research, San Antonio, TX.
39. **Pitner, R.,** Wiggins, E., Hastie, S., Wang, K., & Yu, M. **(2013, November).** *Examining the threshold for neighborhood ownership and crime.* Poster presented at the annual meeting for the American Public Health Association, Boston, MA.**
40. Smallwood, S., **Pitner, R.,** Freedman, D., Sharpe, P., Cole, J., & Hastie, S. **(2013, July).** *Working together for healthier communities: An intervention to generate community-level and community-engaged interventions in a low-income neighborhood.* Poster presented at that annual meeting for the American Psychological Association, Honolulu, HI.**
41. **Pitner, R.,** Wiggins, E., Hastie, S., Wang, K., & Yu, M. **(2013, July).** *Mapping neighborhoods for crime and ownership.* Poster presented at that annual meeting for the American Psychological Association, Honolulu, HI.**
42. **Pitner, R.,** Freedman, D., & Bell, B. **(2013, June).** *Public housing: Examining neighborhood wellness.* Poster presented at the biennial meeting for the Society for Community Research and Action, Miami, FL.
43. **Pitner, R.,** Wiggins, E., Hastie, S., Wang, K., & Yu, M. **(2013, June).** *Assessing the threshold for neighborhood resilience.* Poster presented at the biennial meeting for the Society for Community Research and Action, Miami, FL.**
44. Johnson, R., **Pitner, R.,** Freedman, D., & Smallwood, S. **(2013, June).** *Discrimination among African Americans: What does intersectionality have to do with it?* Paper presented at the biennial meeting for the Society for Community Research and Action, Miami, FL.
45. Freedman, D., **Pitner, R.,** Smallwood, S., Sharpe, P., Cole, J., & Hastie, S. **(2013, June).** *Creating healthy environments through community-generated, community-engaged, and community-level interventions.* Workshop presentation at the biennial meeting for the Society for Community Research and Action, Miami, FL.**
46. Yu, M., **Pitner, R.,** & Olate, R. **(2013, January).** *Correlates of the length of quitting among adolescent regular smokers: Findings from a national study.* Poster presented at the annual program meeting for the Society for Social Work and Research, San Diego, CA.
47. **Pitner, R.,** Freedman, D., Smallwood, S., Sharpe, P., Cole, J., Hunter, J., Webb, K., & Hastie, S. **(2013, January).** *Working with communities to generate community-level and community-engaged interventions to create healthy environments.* Workshop presented at the annual program meeting for the Society for Social Work Research, San Diego, CA.**
48. **Pitner, R.,** Freedman, D., & Bell, B. **(2013, January).** *Social capital and public housing residents' perceptions of neighborhood safety.* Paper presented at the annual program meeting for the Society for Social Work Research, San Diego, CA.
49. Sakamoto, I., **Pitner, R.,** Gutierrez, L., & Allan, B. **(2012, November).** *Facilitating genuine dialogue on diversity while instructors' own marginalized identities are evoked.* Think Tank presented as part of the Cultural Competence Track at the annual program meeting for the Council on Social Work Education, Washington, DC.
50. Yu, M., **Pitner, R.,** & Olate, R. **(2012, October).** *Racial and ethnic differences in predictors of the length of staying off cigarettes among adolescent regular smokers: Findings from a national study.* Poster presented at annual meeting for the American Public Health Association, San Francisco, CA.
51. Anderson, J., & **Pitner, R. (2012, August).** *Effect of trauma on cognitive appraisals and self-perceptions of incarcerated women.* Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.**
52. **Pitner, R.,** Freedman, D., & Bell, B. **(2012, August).** *Public housing communities and perceptions of safety.* Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.

53. **Pitner, R.,** Freedman, D., & Bell, B. (2012, August). *Assessing the role of neighborhood social capital on public housing residents' perceptions of neighborhood safety*. Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.
54. Yu, M., **Pitner, R.,** Nebbit, V., Lombe, M., & Salas-Wright, C. (2012, August). *Understanding tobacco use among urban African American adolescents living in public housing communities*. Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.
55. Smallwood S., Freedman D., **Pitner R.,** Sharpe P., Cole J.A., Webb K., & Hunter J. (2012, June). *Working Together for Healthier Communities: An Intervention to Generate Community-Level, Community-Engaged Interventions in a Low-Income Neighborhood*. Presented at the Intercultural Cancer Council's Biennial Symposium on Minorities, the Medically, Underserved, and Health Equity, Houston, TX.**
56. **Pitner, R.,** Freedman, D., & Bell, B. (2012, June). *Neighborhood social capital and public housing residents' perceptions of safety*. Poster presented at the IV International Conference of Community Psychology, Barcelona, Spain.
57. **Pitner, R.** (2012, June). *Toward civic engagement: Youth organizing in the 21st century*. In L. Gutierrez (Chair), *Interdisciplinary Scholarship for Community Practice in the 21st Century*. Invited presentation at the University of Michigan's Community Organizing Learning Community Symposium, Ann Arbor, MI.
58. Smallwood, S., Freedman, D., **Pitner, R.,** Sharpe, P., Cole, J.A., Webb, K., & Hunter, J. (2012, April). *Working with communities to generate community-level and community-engaged interventions to reduce health disparities*. Poster session presented at the James E. Clyburn Health Disparities Lectures Series, Moving from hope to action: Transforming research to eliminate health disparities across generations, Columbia, SC.**
59. Workman L.M., Freedman D.A., **Pitner R.,** Smallwood S., Cole J.A., Hunter J., Webb K. (2012, March). *Cultivating a vision for an urban community garden*. Poster session presented at the annual symposium of the University of South Carolina's Center for Research in Nutrition and Health Disparities, Columbia, SC.**
60. Browne, T., **Pitner, R.,** & Freedman, D. (2012, January). *The racialized context of health disparities: Considerations for social work research*. Paper presented at the annual program meeting for the Society for Social Work Research, Washington, DC.
61. Freedman, D.A., **Pitner, R.,** Hastie, S., & White-Johnson, R. (2012, January). *LENS: A strategy for disseminating photovoice artwork*. Symposium presentation at the Society for Social Work Research Annual Conference, Washington, DC.**
62. **Pitner, R.,** Freedman, D., & Bell, B. (2012, January). *Making public housing safer: Examining the predictors of perceived safety in public housing communities*. Poster presented at the annual program meeting for the Society for Social Work Research, Washington, DC.
63. Freedman, D.A., **Pitner, R.,** Powers, M., Hunter, B., & Hagler, K. (2011, October). *Moving from snapshot to civic action: Disseminating photovoice results to the community*. Roundtable presentation at the 139th Annual American Public Health Association Conference, Washington, DC.**
64. **Pitner, R.,** Browne, T. & Freedman, D.A. (2011, October). *The challenges of health disparities research and practice: Acknowledging the racialized context*. Poster presented at the annual program meeting for the Council on Social Work Education, Atlanta, GA.
65. **Pitner, R.,** Yu, M., & Brown, E. (2011, August). *Which crime has more impact? An examination of the effects of perceived crime and actual crime on community vigilance among African American residents*. Poster presented at the annual meeting for the American Psychological Association, Washington, DC.
66. **Pitner, R.,** Yu, M., & Brown, E. (2011, August). *Exploring the dynamics of middle aged and older adult residents' perceptions of neighborhood safety*. Poster presented at the annual meeting for the American Psychological Association, Washington, DC.
67. **Pitner, R.,** & Freedman, D. (2011, May). *Toward repaired window theory: Creating healthier environments through community engagement*. Paper presented at the biennial meeting for the Society for Community Research and Action, Chicago, IL.

68. Freedman, D., & **Pitner, R.**, Powers, M., & Hastie, S. (2011, May). LENS: A participatory approach for educating others about photovoice results. In D. Freedman (Chair), *Innovative approaches for engaging communities in research*. Symposium conducted at the biennial meeting for the Society for Community Research and Action, Chicago, IL.**
69. Freedman, D., Browne, T., & **Pitner, R.** (2011, May). *Conducting health disparities research in racialized contexts*. Paper presented at the Unsettling Feminism(s): Disrupting the Center, Dismantling Oppression(s), Transforming Social Work Unconference, Chicago, IL.
70. **Pitner, R.**, Freedman, D., Powers, M., & Hastie, S. (2011, May). *LENS: A participatory approach for educating others about photovoice results*. Paper presented at the Unsettling Feminism(s): Disrupting the Center, Dismantling Oppression(s), Transforming Social Work Unconference Chicago, IL.**
71. Powers, M., Freedman, D., **Pitner, R.**, & Paulin-Anderson, T. (2011, March). *Using photovoice to engage a public housing community in the examination of neighborhood context*. Poster presented at the annual meeting for the American Academy of Health Behavior, Hilton Head, SC.**
72. Yu, Mansoo, Nebbit, V.E., Lombe, M., & **Pitner, R.** (January 2011). The application of problem behavior theory to the understanding of tobacco use among African American youth living in urban public housing. Poster presented at the 15th annual conference of Society for Social Work and Research, Tampa, FL.
73. **Pitner, R.**, Yu, M., & Hitt, J. (2010, August). *Making neighborhoods safer: Examining the predictors of neighborhood crime risk*. Poster presented at the annual meeting for the American Psychological Association, San Diego, CA.**
74. Schmitz, C., Bryson, B.J., **Pitner, R.**, Saleeby, P.W., Starks, S. H., & Tijerina, M. (2009, November). *The intersectionality of diversity: Strengths, costs, and building blocks for change – Part I*. Paper series presented at the annual program meeting for the Council on Social Work Education, San Antonio, TX.
75. Tijerina, M., Bryson, B.J., **Pitner, R.**, Saleeby, P.W., Schmitz, C., & Starks, S. H. (2009, November). *The intersectionality of diversity: Strengths, costs, and building blocks for change – Part II*. Paper series presented at the annual program meeting for the Council on Social Work Education, San Antonio, TX.
76. **Pitner, R.**, & Sakamoto, I. (2009, August). Teaching students how to become critically conscious: The theory and its application. In I. Sakamoto & L. Gutierrez (Co-Chairs), *How do student develop critical consciousness? Concepts, tools, and evidence*. Symposium conducted at the annual meeting for the American Psychological Association, Toronto, Canada.
77. **Pitner, R.**, Astor, R., Lee, S. K., & Black, P. (2005, August). *Children's reasoning about gender stereotypes, physical strength, and retribution*. Poster presented at the annual meeting for the American Psychological Association, Washington, D.C.**
78. Hovmand, P. S. & **Pitner, R.** (2005, July). *Combining system dynamics, social networks, and geographic information systems*. Paper presented at the International System Dynamics Conference, Boston, MA.
79. Sakamoto, I., & **Pitner, R.** (2005, May). *Integrating critical consciousness in anti-oppressive social work practice: Disentangling power dynamics at personal and structural levels*. Paper presented at the annual conference of the Canadian Association of Schools of Social Work, London, Ontario, Canada.
80. **Pitner, R.** (2004, December). *The role of critical consciousness in multicultural practice: Examining how its strengths become its limitations*. Paper presented at the George Warren Brown School of Social Work's Faculty Research Forum. Washington University, St. Louis.
81. **Pitner, R.**, Lloyd, J., & Bell, V. (2004, July). *Creating the perception of safety among vulnerable groups: An evaluation of Operation SafeStreet*. Poster presented at the annual meeting for the American Psychological Association, Honolulu, HI.**
82. Astor, R., **Pitner, R.**, & Perkins-Hart, S. (2004, July). *Children's reasoning about danger in deteriorated neighborhoods*. Poster presented at the annual meeting for the American Psychological Association, Honolulu, HI.
83. **Pitner, R.**, Astor, R., Han, S. H., & Meyer, H. (2004, July). *Ranking violent transgressions: Assessing children's reasoning about psychological and physical harm*. Poster presented at the annual meeting for the American Psychological Association, Honolulu, HI.**

84. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., Zeira, A. (2004, March). *The effects of group stereotypes on adolescents' reasoning about spousal retribution*. Poster presented at the biennial meeting for the Society for Research on Adolescence, Baltimore, MD.
85. **Pitner, R.** (2003, September). *Social psychological theory and the potential for ethno-national cooperation in civic service programs*. Paper presented at the Global Service Institute International Research Symposium, Center for Social Development, Washington University in St. Louis, St. Louis, MO.
86. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., & Zeira, A. (2003, August). *Adolescents' approval of peer and spousal retribution: The role of group stereotypes*. Poster presented at the annual meeting of the American Psychological Association, Toronto, Canada.
87. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., & Zeira, A. (2003, April). *The effects of group stereotypes on adolescents' reasoning about peer retribution*. Poster presented at the biennial meeting for the Society for Research on Child Development, Tampa, Fla.
88. Sakamoto, I., & **Pitner, R.** (2002, June). *A dialogue between multicultural social work and anti-oppressive social work: How one perspective can inform the other*. Paper presented at the annual conference of the Canadian Association of Schools of Social Work, Toronto, Canada.
89. Astor, R.A., Benbenishty, R., Haj-Yahia, M., Zeira, A., **Pitner, R.**, Marachi, R., & Perkins-Hart, S. (2002, April). *Risky peer group behaviors as predictors of student victimization in elementary schools*. Paper presented at the annual meeting of the American Educational Research Association Conference, New Orleans, LA.
90. Astor, R.A., Benbenishty, R., Haj-Yahia, M., Zeira, A., **Pitner, R.**, Marachi, R., & Perkins-Hart, S. (2002, April). *The contributions of high risk peer group behaviors on junior high school students' victimization*. Paper presented at the annual meeting of the American Educational Research Association Conference, New Orleans, LA.
91. Astor, R., Meyer, H., & **Pitner, R.** (1999, April). *Elementary and middle school students' perceptions of safety: An examination of violence prone school subcontexts*. Paper presented at the annual meeting of the American Educational Research Association Conference, Montreal, Canada.
92. Astor, R., **Pitner, R.**, Meyer, H., & Vargas, L. (1999, March). *The most violent event at school: A ripple in the pond*. Paper presented at the annual meeting of the Council on Social Work Education, San Francisco, CA.
93. Astor, R., Meyer, H., Vargas, L. & **Pitner, R.** (1998, April). *The worst event that could happen: Giving voice to social workers*. Paper presented at the annual meeting of the American Educational Research Association Conference, San Diego, CA.
94. Davis, M., **Pitner, R.**, & Azocar, C. (1998, June). *Cross-cultural analysis of the correlates of loneliness*. Poster presented at the annual meeting of the Society for the Psychological Study of Social Issues, Ann Arbor, MI.
95. **Pitner, R.** (1994, May). *Research on ethnicity*. Paper presented at the annual meeting of the Michigan Graduate Psychology Conference, University of Michigan, Ann Arbor, MI.
96. **Pitner, R.** (1994, May). *Gender, nonverbal communication, and dominance*. Paper presented at the annual meeting of the Michigan Graduate Psychology Conference, University of Michigan, Ann Arbor, MI.
97. Brinn, S., Baird, A., & **Pitner, R.** (1994, March). *Gender and family status: Adjustment to family and peer relationships*. Poster presented at the annual meeting of the Southeastern Psychological Association, New Orleans, LA.
98. **Pitner, R.**, & Brinn, S. (1993, March). *Ethnic variations in relationships*. Poster presented at the annual meeting of the Southeastern Psychological Association, Atlanta, GA.
99. Travis, C., & **Pitner, R.** (1993, March). *Gender, nonverbal communication, and dominance*. Poster presented at the annual meeting of the Southeastern Psychological Association, Atlanta, GA.

FEATURED AND/OR QUOTED IN MAGAZINES, NEWSPAPERS / ALTERNATIVE NEWSPAPERS, NEWSLETTERS, VIDEOS, ONLINE NEWS PUBLICATIONS, AND TELEVISION/ RADIO PROGRAMMING

I. Online News Publications/ Blogs

1. Featured on Economic Justice Law Review website (2017), “Race-neutral alternatives in law school” See <https://www.economicjusticelawreview.com/ejlrblog/2017/10/17/eboni-nelson-ronald-pitner-carla-pratt-on>
2. Featured on Associated Press website (2017), “Colleges need affirmative action – but it can be expanded” See <https://www.chicagotribune.com/sns-colleges-need-affirmative-action-but-it-can-be-expanded-82633-20170821-story.html>
3. Featured on *The Conversation* website (2017), “Colleges need affirmative action – but it can be expanded” See <https://www.theconversation.com/colleges-need-affirmative-action-but-it-can-be-expanded-82633>
4. Featured on *Campus Reform* website (2017), “Color-blindness is ‘unethical,’ USC profs declare” See <https://www.campusreform.org/?ID=9502>
5. Featured on *Education News* website (2017), “University of So. Carolina professors: Color-blindness is ‘unethical’” See <https://www.truthrevolt.org/news/university-so-carolina-professors-color-blindness-unethical>
6. Featured on *Legal Insurrection* website (2017), “Profs claim color blindness to race is unethical” See <https://legalinsurrection.com/2017/profs-claim-color-blindness-to-race-is-unethical/>
7. Featured on *The Raging Freedom* website (2017), “Color-blindness is ‘unethical,’ USC profs declare” See <https://ragingfreedom.com/2017/07/28/color-blindness-is-unethical-professors-declare/>
8. Featured on *Truth Revolt* website (2017), “University of So. Carolina professors: Color-blindness is ‘unethical’” See <https://educationviews.org/university-so-carolina-professors-color-blindness-unethical/>
9. Featured on *The New Under Ground Church-Changing Times* website (2017), “University of So. Carolina professors: Color-blindness is ‘unethical’” See <https://newundergroundchurch.blogspot.com/2017/07/university-of-so-carolina.html>
10. Featured and quoted on Soda City BizWire.com website (2017), “Llewellyn J. Cornelius to deliver annual Newman Lecture at USC” See <http://sodacitybizwire.com/llewellyn-j-cornelius-to-deliver-annual-newman-lecture-at-usc>
11. Featured on *The Fine Print* website (2016), “UofSCLaw Prof. Nelson receives grant to study viability of race-neutral admissions policies at law schools” See <http://thefineprint.scschooloflaw.org/uofscslaw-prof-nelson-receives-grant-to-study-viability-of-race-neutral-admissions-policies-at-law-schools/>
12. Featured and quoted on NoBullying.com website (2015), “Cora Delille – another teen bullying suicide” See <https://nobullying.com/cora-delille/>
13. Featured on *The Atlantic Cities Place Matters* website (2013), “Why the lowest income families might care the most about their neighborhoods” See <http://m.theatlanticcities.com/neighborhoods/2013/07/why-lowest-income-people-care-most-about-their-neighborhoods/6113/>
14. Featured on *National Affairs* website (2013), “Where you live” See <http://www.nationalaffairs.com/blog/detail/findings-a-daily-roundup/where-you-live>
15. Featured on the *University of Missouri, News Bureau* website (2013), “Neighborhood residents with lowest incomes most likely to care about their communities, MU researcher finds” See <http://munews.missouri.edu/news-releases/2013/0701-neighborhood-residents-with-lowest-incomes-most-likely-to-care-about-their-communities-mu-researcher-finds/>
16. Featured and quoted on the *University of South Carolina* website (2013), “Breakthrough” See http://www.sc.edu/rising_stars/#
17. Featured on the *University of South Carolina, College of Social Work* website (2013) “Assessing community change through photography” See <http://cosw.sc.edu/29-research-projects/202-assessing-community-change-through-photography>

18. Featured on the *University of South Carolina, College of Social Work* website (2013) “Breakthrough Star: Dr. Ronald Pitner” See <http://cosw.sc.edu/about-the-college/news/262-breakthrough-star-dr-ronald-pitner>
19. Featured and quoted on the *University of South Carolina, College of Social Work* website (2013) “Highlighted research, engaging communities: Growing change in our communities” <http://www.cosw.sc.edu/research/highlighted-research/136-growing-change-in-our-communities>
20. Featured and quoted on the *What is Correct in the School Environment Blog* (2012) “Analysis 1: Bullying and school safety” See <http://schoolcorrect.blogspot.com/2012/02/what-is-correct-in-school-environment.html>
21. Featured on the *University of South Carolina* website (2012), “President’s Report Series: Focus on health” See http://www.sc.edu/focus_report/health.php
22. Featured in the WACH Fox News Center website (2012) “Communities awarded money for improvements” See <http://www.midlandsconnect.com/news/story.aspx?id=715251>
23. Featured and quoted on the *University of South Carolina’s* website (2012) “College of Social Work helping communities be safer, healthier” See <http://www.sc.edu/news/newsarticle.php?nid=2838>
24. Featured on the *University of South Carolina, College of Social Work* website (2011-2012) “USC College of Social Work launches center for low-income neighborhoods” See <http://cosw.sc.edu/news/598-usc-college-of-social-work-launches-center-for-low-income-neighborhoods->
25. Featured on the *University of South Carolina, College of Social Work* website (2011-2012) “WISTV talks with the Community Empowerment Center” See <http://ceccolumbia.cosw.sc.edu/in-the-news-home/55-wistv-talks-with-the-community-empowerment-center>
26. Featured and quoted in the *University of South Carolina’s Development and Alumni Relations* website (2011) “Photovoice: Turning snapshots into healthier communities” See http://giving.sc.edu/news.aspx?article_id=76
27. Featured and quoted in the *University of South Carolina’s McKissick Museum* website (2011) “McKissick Museum exhibit focuses on public housing” See <http://www.sc.edu/news/newsarticle.php?nid=1505>
28. Featured and quoted in *College Media Network* (July 21, 2010), “USC researchers receive grant to improve high-crime areas” See <http://news.collegemedianetwork.com/>
29. Featured and quoted in *Columbia Regional Business Report* (July 12, 2010) “USC researchers receive grant to improve Columbia neighborhood” See <http://www.columbiabusinessreport.com/news/35021>
30. Featured and quoted in *midlandsbiz: Business in Columbia, SC* (July 9, 2010) “USC researchers receive grant to improve Columbia neighborhood” See <http://www.midlandsbiz.com/articles/5752/>
12. Featured and quoted in *University of South Carolina, College of Social Work* website (2010-2011) “Dr. Darcy Freedman and Dr. Ron Pitner receive 3 year Kresge Foundation grant” See <http://www.cosw.edu/researchers-in-the-news/412-dr-darcy-freedman-and-dr-ron-pitner-recieve-3-year-kresge-foundation-grant>
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14. Featured in *Poppert’s Blog* (May 1, 2010) “Bullying incidents turns tragic: 3 ways to protect students” See <http://poppert.wordpress.com/2010/05/01/bully-incidents-turn-tragic-3-ways-to-protect-students/>
15. Featured and quoted on the *University of South Carolina’s* website (2010) “Kresge grant to improve Columbia neighborhoods” See <http://www.sc.edu/news/newsarticle.php?nid=1104>
16. Featured on the *University of South Carolina, Office of the Provost* website (2009) “Faculty Excellence Initiative (FEI) 2004-2009 Awards” See <http://www.sc.edu/provost/FEIAwards.pdf>
17. Quoted in *National School Safety and Security Services* (July, 2009) “Bullying and school safety” See <http://www.schoolsecurity.org/trends/bullying.html>
18. Quoted in *National School Safety and Security Services* (July 8, 2009) “School safety congressional testimony house education and labor committee joint subcommittee hearing on strengthening school safety – July 8, 2009. Joint subcommittee hearing of the Subcommittee on Early Childhood, Elementary and Secondary Education, and the Subcommittee on Healthy Families and Communities. See http://www.schoolsecurity.org/news/House_Education09.html

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21. Featured and quoted in *Art & Living* (**November 24, 2006**), “Schools need to focus on bullying ‘hotspots,’ not just the bullies” See http://cairogate.com/arts/2006/bullying_hotspots.html
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23. Featured and quoted in WordPress (**October 2006**), “Researcher: Kids identify bullying “hotspots” in schools” See <http://heygrrrl.wordpress.com/>
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29. Featured in *Violence in youth* (**May 14, 2006**), “Teen revenge: Study examines how stereotyping plays a role in adolescents’ approval of violent behavior” See <http://samanthaspheculation.blogspot.com/>
30. Featured in *Education Week Teacher* (**October 1, 1999**), “Danger zones” See <http://www.edweek.org/tm/articles/1999/10/01/02find.h11.html>
31. Featured in *News Service, University of Michigan’s Office of the Vice President for Global Communications* (**May 16, 1999**), “Schools can help stem violence by taking charge of public areas” by Bernie DeGroat. See <http://ns.umich.edu/new/releases/2741Schools%20can%20help%20stem%20violence%20by%20taking%20charge%20of%20public%20areas%20>

II. Newspapers/ Alternative Newspapers

1. Featured and quoted on *Carolina Panorama Newspaper* website (**2017**), “Llewellyn J. Cornelius to deliver annual Newman Lecture at USC” See <http://bloximages.newyork1.vip.townnews.com/carolinapanorama.com/content/tncms/assets/v3/eedition/1/1b/11b57140-b7b7-5a1a-b079-9c17df4cc31e/589bc05577104.pdf.pdf>
2. Featured on *San Francisco’s Alternative Online Daily, BeyondChron* website (**2013**), “Why the lowest income families might care the most about their neighborhoods” See <http://beyondchron.org/news/index.php?itemid=11562>
3. Featured in the *Socioeconomic Status Convention Highlights*, American Psychological Association 112th Annual Convention (**August 2-5, 2012**), “Public housing communities and perceptions of safety” See <http://www.apa.org/convention/ses-highlights.pdf>
4. Featured in the *Socioeconomic Status Convention Highlights*, American Psychological Association 112th Annual Convention (**August 2-5, 2012**), “Assessing the role of neighborhood social capital on public housing residents’ perceptions of safety” See <http://www.apa.org/convention/ses-highlights.pdf>
5. Featured in *Carolinian* (**Winter 2012**), Philanthropy works: Strengthening community from the inside out by Gary Snyder.

6. Featured and quoted in *The Daily Gamecock* (**Friday, September 23, 2011**), “USC College of Social Work launches center for low-income neighborhoods” See <http://www.dailygamecock.com/news/item/2209-usc-college-of-social-work-launches-center-for-low-income-neighborhoods>
7. Featured and quoted in *The Daily Gamecock* (**Friday, September 23, 2011**), “USC College of Social Work launches center for low-income neighborhoods” See <http://www.dailygamecock.com/news/item/2209-usc-college-of-social-work-launches-center-for-low-income-neighborhoods>
8. Featured and quoted in *freetimes: Columbia News & Art* (**January 25 – 31, 2011**), “Columbia’s public housing residents tell their own stories” by Craig Brandhorst. See http://www.freetimes.com/index.php?cat=121304064644348&z_Issue_ID=11012501114428213&ShowArchiveArticle_ID=11012501111866025
9. Featured and quoted in *The Daily Gamecock* (**Tuesday, January 25, 2011**), “From snapshot to civic action” See <http://www.dailygamecock.com/mix/item/320-from-snapshot-to-civic-action>
10. Featured in *The Prestonian: The weekly newsletter of Preston Residential College* (**January 24 – 30, 2011**), “From snapshot to civic action: Creating healthy environments through community engagement” See http://preston.sc.edu/pdf/PrestonNewsletter01-24_01-30_2011.pdf
11. Featured and quoted in *The Southern Illinoisan* (**October 11, 2006**), “Ending school violence” See http://thesouthern.com/lifestyles/health_med_fit/health/article_5da0a416-cf44-5021-ad0f-8f2cbc33a024.html
12. Featured and quoted in *Riverfront Times* (**October 11, 2006**), “Bully for you” See <http://www.riverfronttimes.com/2006-10-11/news/bully-for-you/>

III. Television/Radio Programming

1. Featured and quoted on ABC-Columbia News (**Taped and aired on September 20, 2011**). Title: “Local community gets empowered” See <http://www.abccolumbia.com/news/local/Local-Community-Gets-Empowerment-130248263.html>
2. Featured on WISTV News (**Taped and aired on February 3, 2012**). Title: “Grants paying for community upgrades” See <http://www.wistv.com/story/16673916/grants-paying-for-community-upgrades>
3. Featured on WOLO (ABC-Columbia) (**Aired on September 20, 2011**). Title: “Local community gets empowerment.” See <http://www.abccolumbia.com/news/local/Local-Community-Gets-Empowerment-130248263.html>
4. Featured on WLXC-FM 103.1 (Columbia) “*NTouch with Judi Gatson*” (**Aired on February 13, 2011**). Darcy Freedman featured, Title: “From snapshot to civic action photovoice project.”
5. Featured and quoted on WLTX News (**Taped and aired on July 16, 2010**). Title: “Researchers hope to change Columbia high crime communities.” See <http://www.wltx.com/news/story.aspx?storyid=90381>

PROFESSIONAL TEACHING EXPERIENCE

I. Professional Courses Taught at the University-Level

1. Linking Theory to Research through Conceptual Models (**Graduate level-PhD**)
2. Evaluating Social Work Practice (**Graduate level-MSW – taught in Seoul, South Korea**)
3. Evaluation of Programs and Services (**Graduate level-MSW**)
4. Evaluation Research in Social Work (**Graduate level-MSW**)
5. Exploring Diversity and Social Justice in Social Work Practice (**Graduate level-MSW; also taught in Seoul, South Korea**)
6. Global Social Welfare and Human Rights (**Undergraduate level-BSW/BA/BS**)
7. Human Behavior (**Graduate level-MSW**)
8. Human Behavior in the Social Environment II (**Graduate level-MSW**)

9. Human Diversity (**Graduate level-MSW**)
10. Introduction to Psychology (**Undergraduate level-BA/BS**)
11. Social Work with Diverse and Oppressed Populations (**Undergraduate level-BSW**)
12. Social Work Research Methodologies (**Graduate level-MSW**)

II. Teaching Assistantships at the University-Level

1. Statistics in Psychology. University of Tennessee, Department of Psychology (**Undergraduate level-BA/BS**), Professor: William Calhoun, PhD.
2. Abnormal Psychology. University of Tennessee, Department of Psychology (**Undergraduate level-BA/BS**), Professor: Wesley Morgan, PhD.

PROFESSIONAL SERVICE

I. University-Level, University of South Carolina

1. **COMMITTEE MEMBER**
 - College of Social Work Dean Search Committee, Office of the Provost (**2010 – 2011; 2016 – 2017**)
 - Center for Civil Rights History and Research, University Libraries and the College of Arts & Sciences (**2015, 2016, 2017, 2018**)
 - College of Social Work Dean's Review Committee, Office of the Provost (**2015**)
 - Planning Committee for *SEC Universities: Uniting Voices for Social Change* Workshop, Office of the Associate Vice President for Student Life/ Development (**2015**)
 - Social Sciences Grant Review Committee, Office of the Provost (**2012 – 2014**)
 - Aspire II Grant Review Committee, Office of the Vice President for Research (**2013**)
 - Faculty Focus Group on University Marketing Strategy, Division of Communication (**2012**)

II. University-Level, Washington University in St. Louis

1. **COMMITTEE MEMBER**
 - Interdisciplinary Committee, George Warren Brown School of Social Work on PhD. Program (**2006**)
 - Chancellor's Fellowship Selection Committee (**2003 – 2006**)
 - John B. Ervin Scholars Program for Black Americans Selection Committee (**2003 – 2006**)
 - Professional and Graduate Student Coordinating Committee (**2003 – 2005**)
 - W.E.B. Dubois Award Selection Committee (**2003**)

III. College of Social Work, University of South Carolina

1. **COMMITTEE MEMBER**
 - MSW Program Committee (**2018 – present**)
 - Admissions Committee (**2018 – present**)
 - Diversity and Inclusion Committee (**2016 – 2017**)
 - Clinical Faculty Annual Review Committee (**2016; 2018 - present**)
 - Doctoral Program Committee (**2011 – 2013; 2015 – 2017; 2018 - present**)
 - Tenure and Promotion Committee (**2014 – present**)
 - Faculty Recruitment Committee (**2009 – 2014**)
 - Ad hoc Review Committee for Research Faculty Promotion (**2014**)
 - Ad hoc Reviewer for 714 Advance Standing Summer Students (**2014**)
 - Foundation Revision Committee (**2013**)
 - Diversity Course Revision Sub-committee (**2013**)

- HBSE I Course Revision Sub-committee (2013)
 - Dean's Advisory Committee (2011 – 2012)
 - Undergraduate Program Committee (2010 – 2012; 2018 - present)
 - Curriculum Review Committee (2009 – 2012)
 - Ad Hoc Research Assistant Faculty Recruitment Committee (2009 – 2010)
 - Ad Hoc Committee on Governance (2009 – 2010)
 - Research Committee (2009 – 2010)
2. **LEAD TEACHER**
-Exploring diversity and social justice in social work practice; SOWK 714 (2014 – 2017)
 3. **PEER OBSERVATIONS**
-Conducted Teaching Peer Observations of COSW Faculty (2014 – present)
 4. **ADMISSIONS FOR ADVANCED STANDING STUDENTS**
-Reviewer of Advance Standing Students' Diversity Syllabi for Waiver (2015, 2016, 2017)
 5. **FACILITATOR**
-BSW Orientation; Facilitator for Diversity Experience (2010 – 2015)
 6. **COORDINATOR**
-Ethics and Social Justice Content Area (2010 - 2012)
-Diversity Content Area (2009 – 2010)
 7. **FIELD INSTRUCTOR**
-Field Instructor for Two MSW Foundation Students (2011 – 2012)
 8. **CLASSROOM GUEST LECTURER**
-College of Pharmacy, University of South Carolina (2009, 2010)
-College of Social Work, University of South Carolina (2010, 2011, 2015)
-Department of Psychology, University of South Carolina (2010)
-School of Public Health, University of South Carolina (2012, 2013)
-School of Social Work, University of Michigan (2015)
 9. **FACULTY ASSOCIATE**
-I. DeQuincey Newman Institute for Peace and Social Justice (2009)
 10. **FACULTY ADVISOR**
-MSW Students (2009 – present)
-PhD Students (2009 – present)
 11. **FIELD LIAISON**
-Liaison for MSW Foundation and Concentration Field Students (2009 – present)
 12. **CURRENT DOCTORAL DISSERTATION COMMITTEES**
 - Chair**
 - Timothy Cross (Social Work): Voice and representation of the poor and marginalized in online media during the 2013 government shutdown. (Ronald O. Pitner, PhD., Chair).
 - Member**
 - Mary Ann Priester (College of Social Work): Childhood adversity and social and individual

determinants of behavioral health service utilization among adolescents and young adults in a community sample. (Bethany Bell, PhD., Chair).

13. **PAST DOCTORAL DISSERTATION COMMITTEES**

-Chair

-Kyunghee Ma (2017; Social Work): *Acculturation stress and depression among international graduate students from China and India at the University of South Carolina. (Ronald O. Pitner, PhD., Chair).*

-Joyce Anderson (2015; Social Work): *Vocational readiness: The effect of pre-prison and incarceration-based trauma on cognitive appraisals and self-perceptions of incarcerated women. (Ronald O. Pitner, PhD., Chair).*

-Member

-Nicole Abraczinskas (2017; Department of Psychology): *A youth participatory action research project with youth and adult allies to promote a physical activity related change. (Nicole Zarrett, PhD., Chair).*

-Tamara Savage (2017; Social Work): *End-stage renal disease and medication adherence: What are the effects of everyday discrimination and distrust of the healthcare system? (Teri Browne, PhD., Chair).*

-Taylor Brickley (2014; Criminology and Criminal Justice): *Development and maintenance of attitudes toward police in two public housing communities. (Jeffrey Rojek, PhD., Chair).*

-David Asiamah (2014; Department of Psychology): *Changing community attitudes about homelessness: Expert opinions and visual persuasion. (Bret Kloos, PhD., Chair).*

-Mugdha Galande (2012; Social Work): *Effects of family SES, multiple types of child abuse, and parental attachment: Analysis of the National Longitudinal Study on Adolescents Health (ADD Health). (Naomi Farber, PhD., Chair).*

14. **DOCTORAL WRITTEN COMPS COMMITTEE**

-Member

-Kinjal Pandya (2017; Department of Psychology): *Clinical/Community Psychology. (Cheryl Armstead, Chair).*

-Michelle Abraczinskas (2016; Department of Psychology): *Clinical/Community Psychology. (Nicole Zarrett, Chair).*

15. **DOCTORAL ORALS COMMITTEE**

-Member

-Kinjal Pandya (2017; Department of Psychology): *Clinical/Community Psychology. (Cheryl Armstead, Chair).*

-Michelle Abraczinskas (2017; Department of Psychology): *Clinical/Community Psychology. (Nicole Zarrett, Chair).*

16. **DOCTORAL INTERNSHIP COMMITTEE**

-Member

-David Asiamah (2013; Department of Psychology): *Community Internship in Clinical/Community Psychology. (Bret Kloos, Chair).*

17. **DOCTORAL STUDENT RESEARCH PRACTICA SUPERVISION**

-Supervisor

-Kyunghee Ma (2016 – 2017)

18. **DOCTORAL STUDENT TEACHING PRACTICA**

-Supervisor

-Kyunghee Ma (SOWK 714): *Exploring diversity and social justice in social work practice*

-Mary Ann Priester (SOWK 714): *Exploring diversity and social justice in social work practice*

-Jennie Ann Cole (SOWK 331): *Social work with diverse and oppressed populations*

IV. George Warren Brown School of Social Work, Washington University

1. COORDINATOR

-Children, Youth, and Families Concentration, MSW Concentration Area (2003 – 2006)

2. MEMBER

-Personnel Advisory Committee (2005 – 2006)

-Academic and Professional Integrity Committee (2005 – 2006)

-Curriculum Committee (2003 – 2006)

-MSW Admissions Committee (2002 – 2006)

-Whitney M. Young Selection Committee (2002 – 2006)

-Educational Resource Committee (2002 – 2004)

-Nominating Committee (2002 – 2004)

-Outstanding Practicum Student Award Selection Committee (2002 – 2003)

-MSW Recruitment Committee (2002 – 2003)

3. FACULTY ASSOCIATE

-Center for Social Development. Washington University in St. Louis (2002 – 2006)

4. CO-TRAINER

-MSW Orientation Diversity Awareness Training for Faculty, Staff, and Students (2005 – 2006)

5. CO-FACILITATOR

-MSW Orientation Self-Awareness for Social Work Practice in a Multicultural World (2003 – 2006)

6. FACULTY ADVISOR

-Whitney M. Young Fellows (2003 – 2006)

-HUES Student Group (2002 – 2005)

-MSW Students (2002 – 2005)

7. GUEST LECTURER

-Lecturer at Washington University's Graduate School Joint Recruitment Day (2005)

-School of Social Work (2004)

8. FIELD LIAISON

-Liaison for MSW Foundation and Concentration Field Students (2002 – 2006)

9. LEAD TEACHER

-Human Behavior (2002 – 2003)

10. PAST DISSERTATION COMMITTEES

-Member

-ManSoo Yu (2006; **Social Work**): *Alcohol and illicit drug use problems in American Indian youth: Multiple, interactive, and joint determinants and their implications.* (Arlene Stiffman, PhD., Chair).

-D. Lisa Cothran (2005; **Department of Psychology**): *An examination of the role of emotion in the*

perception of threat posed by Black faces: An extension of the Payne (2001) paradigm. (Randy Larsen, PhD., Chair).

-Michal Grinstein-Weiss (2004; Social Work): *IDAs for housing policy: Analysis of savings outcomes and racial differences.* (Michael Sherraden, PhD., Chair).

-Hsi-Sheng Wei (2004; Social Work): *Bullying behaviors among Taiwanese 7th graders: Differential risk factors and psychosocial maladjustment of bullies and victims.* (Melissa Jonson-Reid, PhD., Chair).

-Portia Adams (2003; Social Work): *Understanding the high self-esteem of Black adolescent girls.* (James Herbert Williams, PhD., Chair).

11. **DOCTORAL STUDENT TEACHING ASSISTANT**

-Supervisor

-ManSoo Yu (S50-5050): *Evaluation of Programs and Services*

-Vivia McCutheon (S15-5015): *Human Diversity*

-Bipasha Biswas (S15-5011): *Human Behavior*

V. **Disciplinary**

1. **Committee Member**

-CSWE Council on Racial, Ethnic, and Cultural Diversity (2009 – 2012)

-Affilia Program Committee for the *Unsettling Feminism(s): Disrupting the Center, Dismantling Oppression(s), Transforming Social Work* Unconference. (2010 – 2011)

-Interdisciplinary Institute for Children and Youth. Washington University in St. Louis. (2004)

2. **Consulting Editor**

-*Social Work Research* (2011 – 2017)

3. **Ad Hoc Reviewer**

-*American Journal of Orthopsychiatry* (2010, 2011, 2014, 2016, 2018)

-*Arete* (2010)

-*Assessments* (2005)

-*Child Development* (2012, 2013, 2015)

-*Children and Youth Services Review* (2017)

-*Clinical Child and Family Psychology Review* (2013)

-*Cultural Diversity and Ethnic Minority Psychology* (2011)

-*Elementary School Journal* (2010, 2011)

-*Gerontological Social Work* (2011)

-*Journal of Community Practice* (2013, 2016)

-*Journal of Community Psychology* (2013)

-*Journal of Environmental Psychology* (2013, 2014, 2015, 2016, 2017)

-*Journal of Gerontological Social Work* (2011, 2013)

-*Journal of Homosexuality* (2011)

-*Journal of Interpersonal Violence* (2012, 2013, 2014, 2015, 2016, 2017, 2018)

-*Journal of Pediatrics* (2012)

-*Journal of School Violence* (2010)

-*Journal of Social Service Research* (2004)

-*Journal of the Society for Social Work and Research* (2013)

-*Psychology of Women Quarterly* (2014)

-*Review of Educational Research* (2011)

-*Social Work Research* (2011, 2012, 2013, 2014, 2015, 2016, 2017)

-*Trauma, Violence, and Abuse* (2012, 2013, 2014)

-Urban Affairs (2016)

4. **Book Prospectus Reviewer**

-*Hip hop-centered interventions for youth: Genesis, theory & evidence-based applications*. Washington, DC: NASW Press. (2015)

-*Combined destinies: Whites sharing grief about racism*. Jealous & Haskell. New York: Columbia University Press. (2012)

-*Handbook of race, racism, and the developing child*. Quintana, Levy, & McKown. Hoboken, NJ: Wiley Press. (2005)

5. **Book Reviewer**

-*Confronting oppression and restoring justice: From policy analysis to social action*. van Wormer, Kaplan, & Juby. Alexandria, VA: CSWE Press (2012)

6. **Chapter Reviewer**

-*The social dimensions for assessing social functioning*. In J. Ashford, C. Lecroy, & K. Lortie, *Human behavior in the social environment: A multidimensional perspective*. (2004)

7. **Conference Proposal/Abstract Reviewer**

-American Psychological Association Annual Program (2014)

-Society for Social Work and Research Annual Program (2005)

VI. Community

1. **Member**

-Board of Trustees, Sisters of Charity Foundation of South Carolina, Columbia, SC (2018 – present)

-Action Council Cross Cultural Planning Committee, Columbia, SC (2012 – 2013)

-Board of Directors for the Family Support Council, St. Louis, MO (2006)

-Board of Directors for Sherwood Forest Camp, Inc., St. Louis, MO (2002 – 2006)

2. **Conference Moderator**

-Action Council for Cross Cultural Mental Health and Human Services' 35th Annual Cross Cultural Conference. Moderated two panels. (2013)

3. **Consultant**

-Lyon Street Community Health Care Needs Assessment, Providence Hospital of Columbia, SC (2012)

-Operation SafeStreet and Model Citizens TeamSweep in St. Louis, MO (2003 – 2006)

3. **Facilitator**

-River Bluff High School Senior Day Facilitations and Dialogues, Lexington, SC (2017)

PROFESSIONAL LEADERSHIP

1. **Associate Dean for Curriculum (2018 – Present)**

2. **Fellow**

-Pipeline for Academic Leaders Program (PAL), Office of the Provost, University of South Carolina (2014 – 2015)

3. **Member**

- Board of Trustees, Sisters of Charity of South Carolina, Columbia, SC (2018 – present)
- Action Council Cross Cultural Planning Committee, Columbia, SC (2012 – 2013)
- Board of Directors for the Family Support Council, St. Louis, MO (2006)
- Board of Directors for Sherwood Forest Camp, Inc., St. Louis, MO (2002 – 2006)

4. **Endowed Chair and Director, I. DeQuincey Newman Institute for Peace and Social Justice**

- Organizer and Host, Annual Newman Institute Lecture (2014 – 2018)
- Co-Organizer and Host, Annual Newman Institute Call to Action (2016, 2017, 2018)
- Co-Organizer of Newman-Sponsored student event: Young, black, and gay (2018)
- Co-Organizer, The Poverty Factor Training Series (2016)
- Participant, Poverty Factor Training Series (2016)
- Supervisor, Newman Institute Doctoral Student Assistant (2015 – 2016)
- Organizer and Host, Newman Institute Seat at the Table Social Justice Dialogue (2015)
- Host, Student-Led Social Justice Snack Chats (2014 – 2016)
- Co-Sponsored lecture series with African American Studies Program (2014)
- Brown Bag Discussion Co-Facilitator (2014)
- Co-Facilitator of a Youth Session for My Brother's Keeper Local Action Summit Sponsored by Steve Benjamin, Mayor of the City of Columbia. (2014)
- Co-Host, Social Media Dialogues on Newman Institute Facebook page (2013 – 2015)
- Supervisor, Post-Doctoral Fellow (2013 – 2014)
- Organizer and Facilitator, Advisory Council Meetings (2013 – 2018)

PROFESSIONAL PRACTICE EXPERIENCE

1. **Accreditation**

- Academy of Certified Social Workers/ ACSW (1997 - present)

2. **School Violence Intervention Researcher and Practitioner**

- Social Work Research Development Center on Poverty, Risk, and Mental Health University of Michigan, Ann Arbor, MI. Supervisor: Ron Avi Astor, PhD, MSW. (1995 – 2000)

3. **Social Work Intern**

- Department of Psychiatry, Adult Outpatient Clinic; Mood & Anxiety Disorders Clinic
University of Michigan Medical Center, Ann Arbor, MI. Supervisor: Kitty Morelock, MSW (1994)

4. **Social Work Intern Researcher**

- Department of Psychiatry, Anxiety Disorders Clinic (Inpatient)
- Bashful Bladder Syndrome Research Project
University of Michigan Medical Center, Ann Arbor, MI. Supervisor: Joseph Himle, PhD (1994)

5. **Behavioral Analyst**

- Open Arms Care Corporation, Chattanooga, TN (1991)

MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

Member, American Psychological Association (APA)
Member, Association for Contemplative Mind in Higher Education (ACMHE)
Member, Council for Social Work Education (CSWE)
Member, National Association of Social Workers (NASW)
Member, Society for Community Research and Action (SCRA)
Member, Society for the Psychological Study of Social Issues (SPSSI)
Member, Society for Social Work and Research (SSWR)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON
PLEAS
FOR THE THIRD JUDICIAL
CIRCUIT

Government Employees Insurance Company,
Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,
Defendant.

C/A No. 2016-CP-43-01521

**JACKSON ESTATE'S NOTICE OF
MOTION AND MOTION FOR
JUDGMENT NOTWITHSTANDING THE
VERDICT OR, IN THE ALTERNATIVE,
FOR NEW TRIAL**

Pursuant to Rules 50 and 59 and all other applicable rules of the South Carolina Rules of Evidence, Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson ("Jackson Estate") moves the Court for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial Absolute. The grounds for this motion are those set forth below. Any grounds asserted prior to, during, and after the trial in this matter not herein listed are adopted and incorporated the same as if fully set forth below. Moreover, all arguments set forth in any written motions in limine or motion for directed verdict, including any supporting memoranda and exhibits, as well as all arguments made during oral argument before the Court in support of said motions, are incorporated herein by reference.

I. JUDGMENT NOTWITHSTANDING THE VERDICT

The Jackson Estate renews its Motion for Directed Verdict made at the close of the evidence in full. There is no legally sufficient basis for a jury to find for that Vincent Jackson was not an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson, or for judgment to be entered against the Jackson Estate. Specifically, based on the grounds listed below, the evidence is insufficient to support a verdict of no residency with a judgment for GEICO, and the evidence affirmatively demonstrates that the Jackson Estate is entitled to judgment as a

matter of law. To the extent not inconsistent with the relief sought, all arguments advanced in support of the Jackson Estate's Motion for New Trial Absolute also support this requested relief.

1. Judgment notwithstanding the verdict should be granted because there is no legally sufficient evidentiary basis for a jury to find that Vincent Jackson was not a resident of an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson.

2. The evidence is insufficient to support or present a jury issue that Vincent Jackson was not a resident of an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson, and judgment should be entered in favor of the Jackson Estate as a matter of law.

3. GEICO failed to counter the evidence presented by the Jackson Estate by presenting any legally sufficient evidence that Vincent Jackson was not an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson.

4. The Jackson Estate is entitled to judgment as a matter of law in its favor because there are no controverted questions of fact upon which reasonable people could differ.

5. A verdict against the Jackson Estate is contrary to controlling principles of law as applied to the facts adduced at trial.

6. The evidence and reasonable inferences to be drawn from the evidence require a judgment as a matter of law in favor of the Jackson Estate and against GEICO.

7. Any verdict that Vincent Jackson was not a resident of an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson, would be based on pure speculation and conjecture and not on any evidence or any reasonable inferences to be drawn from the evidence.

8. Any verdict that Vincent Jackson was not a resident of an actual resident of the household of his parents, the insureds, Barbara and Therel Jackson, was not based on any reasonable hypothesis supportable or supported or presented by the evidence.

9. There was no support in the record for the verdict, it was not based on the law or facts, and no theory of law can sustain it.

10. In addition to the above-stated grounds, the Jackson Estate incorporates herein by reference all grounds previously raised in its motion for directed verdict made during trial, any memorandum of law in support hereof to be filed in advance of the hearing, as well as any oral argument the Court may permit in support of the instant motion.

II. NEW TRIAL ABSOLUTE

For the specific grounds listed in greater detail below, the Jackson Estate's motion is based upon the singular, cumulative, and prejudicial impact of numerous evidentiary and legal rulings by the Court, improper and/or inadequate charges to the jury, the failure of the jury to obey the instructions of the Court with the resulting miscarriage of justice. If this Court grants the motion for judgment notwithstanding the verdict as to the Jackson Estate, the Jackson Estate also moves the Court to conditionally grant a new trial absolute pursuant to Rule 50(b) of the South Carolina Rules of Civil Procedure. If this Court declines to grant judgment notwithstanding the verdict (as to each and every claim at issue), then the Jackson Estate moves for a new trial absolute in this matter. The following grounds in support of the motion for new trial are enumerated:

(1) The Jackson Estate expressly incorporates by reference and repeats each of the grounds set forth above for judgment notwithstanding the verdict, to the extent not inconsistent herewith.

(2) The Court improperly excluded from evidence the expert opinion testimony of Dr. Ronald Pitner, qualified expert witness, and this was reversible error. As was amply demonstrated by his proffered testimony, Dr. Pitner has substantial expertise in human development and human behavior, including substantial work with young people like decedent Vincent Jackson. Had he been allowed to testify, his specialized knowledge would have aided the jury in understanding the contradictions in Vince's behavior, as well as his use of an apartment while still continuing to live and maintain his personal effects and work tools and clothes at his childhood home. This testimony was essential to the determination of his actual residence, and it was prejudicial to the Jackson Estate to exclude his testimony.

(3) Over the objection of the Jackson Estate, GEICO was allowed to admit into evidence testimony relating to the January 4, 2014 arrest and subsequent detention of Vincent Jackson, including but not limited to the booking report (GEICO Exhibit 7). The Jackson Estate incorporates herein by reference its prior motion in limine filed with the Court directed to the arrest, detention and booking record. Timely objection was made during trial and was overruled by the Court.

(4) Over the objection of the Jackson Estate, GEICO was allowed to admit into evidence testimony relating to the death certificate, including but not limited to the death certificate itself (GEICO Exhibit 9). The Jackson Estate incorporates herein by reference its prior motion in limine filed with the Court directed to the death certificate. Timely objection was made during trial and was overruled by the Court.

(5) Over the objection of the Jackson Estate, GEICO was allowed to admit into evidence testimony relating to the federal employment records, including but not limited to the I-9 form and the Form W-4 themselves (GEICO Exhibits 8 and 13, respectively). The Jackson Estate

incorporates herein by reference its prior motion in limine filed with the Court directed to the death certificate. Timely objection was made during trial and was overruled by the Court.

(6) The Jackson Estate asserts as a further basis for a new trial all other evidentiary rulings by the Court before or during the trial of the case that were adverse to the positions of the Jackson Estate.

(7) The Court erred by allowing the introduction of evidence not timely disclosed during discovery.

(8) The Court erred by not accepting all of the Jackson Estate's proposed charges to the jury and by overruling the Jackson Estate's challenge to the charges given to the jury. This was prejudicial to the Jackson Estate because one of the Defendants' requested charges would have informed the Jury of the need to interpret insurance contracts liberally for the benefit of the insured, and in the verdict, the jury returned a finding adverse to the insured.

(9) The Jackson Estate requested that the Court charge the jury that the residence means actual residence as opposed to legal residence and to further charge that the policy language of "resident" must be understood in the light most favorable to the insured. It is reversible error to fail to charge the jury on a correct statement of the law, but the Court refused to include these legal statements in the charge. This was error. The Court is to charge applicable law, according to South Carolina precedent.

(10) The Court erred by refusing to admit the operative insurance contract into evidence. The contract was attached to and referenced in the parties' pleadings and provides the context for the jury's finding on the issue of residency. Pursuant to Rule 43(g), SCRCP, "Counsel for any party may read his pleadings to the jury" and the refusal to allow this constituted reversible error.

(11) The jury was unable to follow the Court's instructions or charges in rendering its verdict and/or deliberately refused or carelessly failed to follow the instructions, as is shown by the jury's conclusions reflected in the completed verdict form.

(12) The verdict in this case was irrational, arbitrary and not the product of a properly functioning jury.

(13) The verdict, and each part thereof, was against the greater weight and preponderance of the evidence.

(14) The verdict, and each part thereof, was palpably wrong and manifestly unjust.

(15) The verdict, and each part thereof, was the product of bias, passion, prejudice, or other improper motive.

(16) The verdict that Vincent Jackson was not an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson, is not in accordance with the facts, is unsupported by the evidence and/or is against the manifest weight of the evidence, and thus, the Court should invoke its authority pursuant to the "thirteenth juror" doctrine to order a new trial. *See Folkens v. Hunt*, 300 S.C. 251, 387 S.E.2d 265 (1990).

(17) The Court, sitting as the thirteenth juror, should determine that the evidence and facts do not justify the verdict and order a new trial on the facts.

(18) The Court should order a new trial based on the cumulative impact of the above factors.

(19) The Jackson Estate files this motion as an alternative to its Motion for Judgment Notwithstanding the Verdict and specifically reserves all grounds stated therein.

(20) The Jackson Estate relies on all grounds set forth in its motions for directed verdict made at the close of the evidence, as well as in their Motion for Judgment Notwithstanding the Verdict, and the same are hereby incorporated as if set forth herein verbatim. The Jackson Estate

also relies upon any memorandum in support of its post-trial motions to be filed in support hereof, as well as the governing procedural and substantive law of the United States, this State, and any oral argument the Court may permit in support of the instant motion.

The Jackson Estate reserves the right to add additional and further grounds following sufficient time to review the complete, final trial transcript in this case. This motion is based on the South Carolina Rules of Evidence, applicable case law, any memorandum or memoranda which may be submitted by the Jackson Estate prior to the Court ruling on the motion, and any other materials or matters the Court may request or permit to be presented.

Respectfully submitted,

s/Mitchell Willoughby

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Attorneys for Defendant

This 10th day of June, 2019
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

C/A No. 2016-CP-43-01521

**JACKSON ESTATE’S MEMORANDUM
IN SUPPORT OF MOTION FOR
JUDGMENT NOTWITHSTANDING THE
VERDICT OR, IN THE ALTERNATIVE,
FOR NEW TRIAL**

Pursuant to Rules 50 and 59 and all other applicable rules of the South Carolina Rules of Evidence, Defendant Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson (“Jackson Estate”) submits this Memorandum in support of her Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial Absolute.

I. JUDGMENT NOTWITHSTANDING THE VERDICT

The Jackson Estate renews its Motion for Directed Verdict made at the close of the evidence in full. There is no legally sufficient basis for a jury to find that Vincent Jackson was not an actual resident of the household of his parents, the insureds, Barbara and Therel Jackson, or for judgment to be entered against the Jackson Estate. Specifically, based on the grounds listed below, the evidence is insufficient to support a verdict of no residency with a judgment for GEICO, and the evidence affirmatively demonstrates that the Jackson Estate is entitled to judgment as a matter of law. To the extent not inconsistent with the relief sought, all arguments advanced in support of the Jackson Estate’s Motion for New Trial Absolute also support this requested relief.

1. Judgment notwithstanding the verdict should be granted because there is no legally sufficient evidentiary basis for a jury to find that Vincent Jackson was not a resident of the household of his parents, the insureds, Barbara and Therel Jackson.

2. The evidence is insufficient to support or present a jury issue that Vincent Jackson was not a resident of an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson, and judgment should be entered in favor of the Jackson Estate as a matter of law.

3. GEICO failed to counter the evidence presented by the Jackson Estate by presenting any legally sufficient evidence that Vincent Jackson was not an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson.

4. The Jackson Estate is entitled to judgment as a matter of law in its favor because there are no controverted questions of fact upon which reasonable people could differ.

5. A verdict against the Jackson Estate is contrary to controlling principles of law as applied to the facts adduced at trial.

6. The evidence and reasonable inferences to be drawn from the evidence require a judgment as a matter of law in favor of the Jackson Estate and against GEICO.

7. Any verdict that Vincent Jackson was not a resident of the household of his parents, the insureds, Barbara and Tharel Jackson, would be based on pure speculation and conjecture and not on any evidence of record or any reasonable inferences to be drawn from the evidence.

8. Any verdict that Vincent Jackson was not a resident of an actual resident of the household of his parents, the insureds, Barbara and Tharel Jackson, was not based on any reasonable hypothesis supportable or supported or presented by the evidence.

9. There was no support in the record for the verdict, it was not based on the law or facts, and no theory of law can sustain it.

10. In addition to the above-stated grounds, the Jackson Estate incorporates herein by reference all grounds previously raised in its motion for directed verdict made during trial, any

memorandum of law in support hereof to be filed in advance of the hearing, as well as any oral argument made in support of the instant motion.

II. NEW TRIAL ABSOLUTE

The verdict in this case was tainted by the singular, cumulative, and prejudicial impact of numerous evidentiary and legal rulings by the Court, improper and/or inadequate charges to the jury, and/or the failure of the jury to obey the instructions of the Court with the resulting miscarriage of justice. If this Court grants the motion for judgment notwithstanding the verdict as to the Jackson Estate, the Jackson Estate also moves the Court to conditionally grant a new trial absolute pursuant to Rule 50(b) of the South Carolina Rules of Civil Procedure.

(1) The Jackson Estate expressly incorporates by reference and repeats each of the grounds set forth above for judgment notwithstanding the verdict, to the extent not inconsistent herewith.

(2) **The Court committed reversible error by improperly excluding from evidence the expert opinion testimony of Dr. Ronald Pitner, the Estate's properly qualified expert witness.**

As was amply demonstrated by his proffered testimony, Dr. Pitner has substantial expertise in human development and human behavior, including substantial work with young people like decedent Vincent Jackson. Had he been allowed to testify, his specialized knowledge would have aided the jury in understanding the contradictions in Vince's behavior, as well as his use of an apartment while still continuing to live and maintain his personal effects and work tools and clothes at his childhood home. This testimony was essential to the determination of his actual residence, and it was prejudicial to the Jackson Estate to exclude his testimony.

Dr. Pitner's Qualifications

Dr. Ronald O'Neal Pitner is the Associate Dean for Curriculum and is a Distinguished Associate Professor in Social Work Research with the College of Social Work at the University of

South Carolina. He also holds the I. DeQuincey Newman Endowed Chair in Peace and Social Justice and is the Director of the I. DeQuincey Newman Institute for Peace and Social Justice. Dr. Pitner earned a PhD in Social Work and Psychology and a Masters in Social Work in Interpersonal Practice from the University of Michigan, an MA in Experimental Psychology from the University of Tennessee, and a BA in Psychology from Lee College. Among others, he has taught a graduate course at the University of South Carolina entitled “Human Behavior in the Social Environment,” which is required for all candidates for the MSW degree. The curricula of this course covers developmental stages of human behavior and the recognition of patterns of behavior that indicate the various stages, as well as understanding that behavior within a social environment. A copy of Dr. Pitner’s CV is attached as Exhibit A to this Memorandum.

In this case, Plaintiff engaged Dr. Pitner to provide expert testimony about the human development stage of “emerging adulthood,” to explain how Vincent Jackson’s behavior falls within and is explained by that development stage and, consistent with the experience of many individuals in this stage, Vincent would still be considered to reside in his parental/childhood home, despite exploratory behavior directed elsewhere. This expert testimony would have assisted the jury to better understand Vincent’s behavior as an emerging adult, including the roles of his parents’ home and the Rast Street apartment, and thus was a proper subject for expert testimony within Professor Pitner’s areas of expertise.

Standards for Admissibility of Expert Testimony

Less than a year ago, our Supreme Court considered the question of the admissibility of expert testimony on human behavior. *See State v. Jones*, 423 S.C. 631, 817 S.E.2d 268 (2018). The Court noted that the admissibility of an expert's testimony is a matter within the trial court's sound discretion and the determination will not be reversed on appeal absent an abuse of discretion.

State v. Cope, 405 S.C. 317, 344-45, 748 S.E.2d 194, 208 (2013). A trial court's ruling on the admissibility of expert testimony constitutes an abuse of discretion where the ruling is unsupported by the evidence or controlled by an error of law. *Maybank v. BB&T Corp.*, 416 S.C. 541, 567, 787 S.E.2d 498, 511 (2016). Rule 702, SCRE, states, "If scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise." In determining whether to admit expert testimony, the trial court must make three inquiries: (1) whether the evidence will assist the trier of fact; (2) whether the expert has acquired the requisite knowledge and skill to qualify as an expert in that particular subject matter, and (3) whether the substance of the testimony is reliable. *State v. Council*, 335 S.C. 1, 20, 515 S.E.2d 508, 518 (1999). "Expert testimony may be used to help the jury to determine a fact in issue based on the expert's specialized knowledge, experience, or skill and is necessary in cases in which the subject matter falls outside the realm of ordinary lay knowledge." *Watson v. Ford Motor Co.*, 389 S.C. 434, 445, 699 S.E.2d 169, 175 (2010).

A. Professor Pitner's Testimony would have Aided the Jury in Their Understanding of Human Development and Evaluating Vincent's Behavior Along the Developmental Continuum.

The use of expert testimony is always appropriate when "the [proffered] witness has acquired by study or practical experience such knowledge of the subject matter of his testimony as would enable him to give guidance and assistance to the jury in resolving a factual issue which is beyond the scope of the jury's...common knowledge." *State v. Henry*, 329 S.C. 266, 273, 495 S.E.2d 463, 466 (1997). Challenges to this prong of expert qualifications are essentially challenges to the relevancy of the evidence. Pursuant to Rule 401, SCRE, "[r]elevant evidence means evidence having any tendency to make the existence of any fact that is of consequence to the

determination of the action more probable or less probable than it would be without the evidence.” In *State v. Schmidt*, the court held that “[e]vidence which assists the jury in arriving at the truth of an issue is relevant and admissible....” 288 S.C. 301, 303, 342 S.E.2d 401, 403 (1986) (citing *Toole v. Salter*, 249 S.C. 354, 154 S.E.2d 434 (1967)).

Here, Dr. Pitner was highly knowledgeable about the stages and patterns of human behavior and their interaction with the social environment. In addition to knowledge gained on this subject from his extensive education, he himself has taught classes covering that subject. That topic is outside the ordinary realm of lay knowledge as is demonstrated by the very fact that it must be taught as a required course to students who aspire to become professionals in the fields of social work, education and psychology.

In holding that expert testimony is not admissible on the issue of residency, this Court abused its discretion by ignoring Dr. Pitner’s actual expertise in human behavior and the nature of his opinions as to Vincent’s conduct in connection with the Rast Street apartment and his childhood home in light of his developmental stage. It is irrelevant that other courts may have not allowed expert testimony on the question of residency, where the proffered expert was a lawyer with no training or expertise whatsoever in human behavior. *Cf. State Farm Mut. Auto. Ins. Co. v. Cushing*, No. 614CV9580RL22DAB, 2015 WL 12835682 (M.D. Fla. Nov. 2, 2015)). The *Cushing* case does not support an outright prohibition on **all** experts as to residency; it merely held that the testimony of a *lawyer* would not be helpful in a “*relatively simple*” case which did not implicate any area outside the realm of an average fact-finder. *Id.* at *2 (emphasis added). Since the lawyer-expert’s area of expertise was his specialization in insurance claims, his opinion on the residency issue was essentially a legal one. In South Carolina, of course, expert testimony on issues of law is generally inadmissible. *See, e.g., Dawkins v. Fields*, 354 S.C. 58, 65-66, 580 S.E.2d 433, 437

(2003) (lawyer-expert not allowed to opine about whether closed corporation met duties to shareholders); *Green v. State*, 351 S.C. 184, 198, 569 S.E.2d 318, 325 (2002) (in post-conviction review, criminal defense expert not allowed to opine on alleged deficiency of trial counsel conduct). *Cushing* says nothing about the usefulness of an actual human behavior expert to explain a decedent's complex conduct in connection with a residency inquiry.

In contrast, South Carolina courts have found that expertise in human behavior is helpful to juries and thus admissible. For example, in *Jones*, 423 S.C. at 640, 817 S.E.2d at 272, our Supreme Court upheld the trial court's decision to admit expert testimony regarding human behavior, there, child sex abuse dynamics, including both delayed disclosure by sexual abuse victims and the behavior of nonoffending caregivers. *See also State v. Anderson*, 413 S.C. 212, 218, 776 S.E.2d 76, 79 (2015) ("Certainly we recognize that there is such an expertise: this is the type of expert who can, for example, testify to the behavioral characteristics. . . .").

The absence of reported cases approving the use of expert testimony on human behavior in residency cases should not have precluded the use of Dr. Pitner's testimony. As South Carolina courts have previously recognized, "the problem of deciding whether a person is a member of a particular household is dependent upon the factual circumstances involved and...the factual circumstances are so varied that the decisions are of little precedential value..." *Auto-Owners Ins. Co. v. Horne*, 356 S.C. 52, 61, 586 S.E.2d 865, 874, 870 (Ct. App. 2003) (citing *Griffith v. Sec. Ins. Co. of Hartford*, 167 Conn. 450, 458, 356 A.2d 94, 97 (Conn. 1975) (emphasis added)). The fact that earlier cases were decided without the benefit of expert testimony in the stages and patterns of human behavior says nothing whatsoever about whether such expert testimony would have been beneficial to the jury in this case.

Courts have often allowed expert testimony in cases that, on first blush, appear to be within the realm of common knowledge held by jurors. *See, e.g., U.S. v. Byrnes*, 644 F.2d 107 (2nd Cir. 1981) (allowing bird expert to give testimony in perjury case); *Katkish v. D.C.*, 63 A.2d 703 (D.C. 2000) (allowing expert testimony on application of hair relaxer). Indeed, just last year in *State v. Jones, supra*, the Supreme Court affirmed the admission of a different type of human behavior analysis to educate jurors on why an involved individual might act contrary to what a reasonable person might expect. Therefore, the touchstone of the admissibility analysis is whether the expert testimony will prove helpful to the jury, not whether it has ever been offered before in any other case. Here, the testimony proffered by Dr. Pitner about behavior of individuals in the developmental stage of emerging adulthood and their attempts to establish identities separate and independent from their parents and childhood homes was similar to other opinions on human behavior accepted by South Carolina courts as helpful to South Carolina juries and as such it was an abuse of discretion to exclude it.

B. Professor Pitner Possesses the Requisite Knowledge and Skill Necessary to Qualify as an Expert in the Matter of Human Developmental Stages and Behavior in Conformity Therewith

The South Carolina Court of Appeals has held that “[f]or a court to find a witness competent to testify as an expert, the witness must be **better** qualified than the fact finder to form an opinion on the particular subject of the testimony.” *Ellis v. Davidson*, 358 S.C. 509, 525, 595 S.E.2d 817, 825 (Ct. App. 2004) (emphasis added). In determining whether a witness possesses the requisite qualifications, the trial judge should not have a solitary focus, but rather should make a broad inquiry. *Fields v. J. Haynes Waters Bldrs., Inc.*, 376 S.C. 545, 556, 658 S.E.2d 80, 86 (2008).

As noted *supra*, in addition to his extensive training and education, Dr. Pitner has taught a graduate level course covering human developmental stages and their interaction in the social environment, the very issues on which he intended to offer expert testimony in this case. This teaching assignment demonstrated that his colleagues at our state's flagship university have recognized him as having special expertise in this area. Indeed, Dr. Pitner served as a consultant for portions of the textbook used in this course; that is, he compared statements made in the textbook against research findings and made suggestions to ensure that the teachings complied with what is generally known and accepted in his field. His status as a textbook consultant demonstrates that his colleagues in the field of human behavior also recognize his expertise in this area. Moreover, Dr. Pitner's particular area of research interest, social cognition and youth violence, brings him into contact with individuals in the "emerging adulthood" stage of human development and he is required to apply his knowledge of that developmental stage in the course of analyzing his research. There can be no question that Dr. Pitner meets the standard that he "be better qualified than the fact finder to form an opinion on the particular subject of the testimony."

It is irrelevant that Dr. Pitner would be offering an opinion on the "ultimate issue" of residency in this case. "Testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact...however, an opinion may be offered on the ultimate issue of the case only when the witness is otherwise qualified." *State v. Andrews*, 424 S.C. 304, 318, 818 S.E.2d 227, 234 (Ct. App. 2018). Dr. Pitner, as a professor in social work with a PhD in psychology, who teaches classes in human development, is clearly qualified to give his opinion on matters of human development and typical behaviors seen in the stage of emerging adulthood. *Andrews*, therefore, does not preclude Dr. Pitner's testimony on emerging adulthood in the context of establishing Mr. Jackson's primary

residence. That case held only that the proffered expert, a paramedic with no ballistics or accident reconstruction training, exceeded the scope of her expertise when attempting to opine about the victim's location when he was shot. *Id.* at 318, 818 S.E.2d at 234-35. Here, Dr. Pitner's opinion on the ultimate issue of residency falls squarely within his area of expertise, namely the human development stage of emerging adulthood and Vincent's actions in conformity with that stage, and was thus admissible. Indeed, courts in other jurisdictions have noted that young people who fall within the emerging adulthood stage of development can be residents of their parents' home despite maintaining a separate apartment. *Sutherland v. Glens Falls Ins. Co.*, 493 So. 2d 87 (Fla. Dist. Ct. App. 4th Dist. 1986), reversed a directed verdict and held that the jury could have found that the son was a resident of his mother's household although he lived in his own apartment, because he was in a transition period that might end in his ceasing to be a resident of her household but was not yet at that point. In *Sutherland*, the son was spending about as much time at his mother's house as he was at his own apartment. The mother paid most of the son's expenses and the son kept his clothes at the mother's house, where he also ate most of his meals. The court held that it was clear that the son was trying to see if he could live independently of his mother, which might have evidenced a present intent to remove himself from his mother's residence, but might have not. It was clear from the evidence that the son was more than a mere visitor or transient in his mother's home, having additional attachments, including kinship ties and access to her entire residence, that made him more or less a consistent part of the residence. The court therefore held that it was possible to have more than one residence at the same time. It would have been enormously helpful for the jury in the case at bar to have had expert testimony about this stage of human development when young people are making efforts to become independent, including

maintaining apartments, but have not yet reached that goal such that they still reside with their parents.

Professor Pitner's Testimony was Reliable

As noted *supra*, South Carolina courts have long accepted expert testimony involving human behavior. *See also State v. Morgan*, 326 S.C. 503, 508, 485 S.E.2d. 112, 114 (Ct. App. 1997) (approving admission of behavioral science evidence from psychiatrists, psychologists and social workers in child abuse cases). More important, as our Supreme Court made clear in *State v. Whaley*, 305 S.C. 138, 406 S.E.2d 369 (1991), not all expert testimony is subject to an analysis of the methods and techniques used by the experts. *Cf. State v. Jones*, 273 S.C. 723, 259 S.E.2d 120 (1979). The *Whaley* court held that the testimony of a psychologist who was an expert in eyewitness identification was admissible as he “simply explains how certain every day experience shown by the record can affect human perception and memory, and through them, the accuracy of eyewitness identification.” The court “s[aw] no reason to require a greater foundation.” *Id.* at 142, 406 S.E.2d at 371-72. Moreover, “[i]f the expert's opinion does not fall within *Jones*, questions about the reliability of an expert's methods go only to the weight, **but not admissibility**, of the testimony.” *Morgan*, 326 S.C. at 513, 485 S.E.2d at 118 (emphasis added). A trial court's threshold inquiry is whether the expert's methods and techniques even fall within *Jones*' central purpose: to prevent the aura of infallibility which surrounds “scientific hypotheses not capable of proof or disproof in court and not even generally accepted outside the courtroom” from misleading the fact finders. *Id.* (citing *Jones*, 273 S.C. at 731, 259 S.E.2d at 124). Dr. Pitner, a tenured professor at our state's flagship university planned to offer expert opinions about the human developmental stage of emerging adulthood, which was within his well-recognized field of expertise. The Court abused its discretion when it rejected the reasoning of these cases simply because they involved

criminal instead of civil matters, because the South Carolina Rules of Evidence apply to both types of proceedings.

“There is no formulaic approach for determining the foundational requirements of qualifications and reliability in non-scientific evidence.” *State v. Chavis*, 412 S.C. 101, 108, 771 S.E.2d 336, 339 (2015). Our Supreme court has recently addressed this issue in the context of expert testimony provided by an expert witness trained in social work, the same field at issue here, stating:

[w]e find that [the party opposing the expert testimony] conflates reliability with perfection. There is always a possibility that an expert witness’s opinions are incorrect. However, whether to accept an expert’s opinions or not is a matter for the jury to decide. Trial courts are tasked only with determining whether the basis for the expert’s opinion is sufficiently reliable such that it may be may [sic] offered into evidence. Here, [the expert] met the threshold reliability requirement when she testified her methods were published in professional articles and trade publications, subject to peer review, and uniformly accepted and relied upon by other professionals in the field.

State v. Jones, 423 S.C. at 639-40, 817 S.E.2d at 272; *see also State v. Wright*, 269 S.C. 414, 417, 237 S.E.2d 764, 766 (1977) (“It is axiomatic that the credibility of [a] witness is for the jury.”). As previously noted, the 2018 *Jones* case approved expert testimony from a social worker regarding child sex abuse dynamics, with testimony focused on explanations of delayed disclosure and the role of nonoffending caretakers in the dynamics of sexual abuse. *Jones*, 423 S.C. at 639, 817 S.E.2d at 272. While this is an area that does not lend itself well to testing for accuracy, the court was nonetheless satisfied that admissibility was proper because “her opinions were supported by peer-reviewed professional journals and trade publications.” *Id.*

The Court abused its discretion to the extent that it may have decided that Dr. Pitner should be barred from testifying because he personally has not done any research or writing on the concept of emerging adulthood. But his expertise in the broader fields of psychology, social work and

human development is not limited to his particular area of research interest. Experts who are more knowledgeable than the lay people on the jury about a general subject area are allowed to offer opinions even if their experience on the precise issue was gained in connection with the litigation. *See, e.g., Maybank v. BB&T Co.*, 416 S.C. 541, 567-68, 787 S.E.2d 498, 511(2016) (expert with general experience with alternative investment strategies but not with the particular product at issue nonetheless allowed to offer expert testimony based on research done in connection with case); *Fields v. Regional Med. Ctr. Orangeburg*, 363 S.C. 19, 609 S.E.2d 506 (2005) (upholding admissibility of physician's opinion despite lack of board certification in specialized area, which went to weight and credibility of testimony, and not his qualification as expert).

Here, Dr. Pitner's years of education and training in the general fields of psychology and human development, as well as his teaching experience in human development, qualified him to use his professional skills to apply that knowledge and expertise to Vincent Jackson's actions and his interactions within his social environment, including his relationship to the Rast Street apartment and his childhood home. Dr. Pitner's conclusions are based on his own training and teaching experience, as well as his review of the professional literature on emerging adulthood undertaken in connection with this case. This literature encapsulates years of empirical research into the applicable developmental stage and is widely accepted and recognized by experts in Dr. Pitner's field. Moreover, drawing conclusions of this sort from this kind of information is typical of the work done by professionals in Dr. Pitner's field. Indeed, the social worker whose expert testimony was accepted in the 2018 *Jones* case similarly relied on information from peer reviewed professional journals, which she testified were uniformly accepted and recognized in her field. Although such social work analyses may not lend themselves well to methodical testing, they are

nonetheless considered reliable by working professionals in that field and as such are sufficiently reliable to meet the test for admissibility.

For all of these reasons, the Court abused its discretion in refusing to allow Dr. Pitner, an unquestionably qualified expert, to offer opinions about the human development stage of emerging adulthood and of Vincent Jackson's actions in conformity with that stage as it related to his residence.

(3) The Court abused its discretion by admitting into evidence the booking report (GEICO Exhibit 7) and testimony relating to the January 4, 2014 arrest and subsequent detention of Vincent Jackson.

Approximately thirteen days before his death, decedent Jackson was arrested on a misdemeanor charge of disorderly conduct. The argument leading to Vincent's arrest occurred between Jessica and Vincent at the Rast Street apartment, which a neighbor apparently overheard and complained about the noise. He was booked into the Sumter-Lee Regional Detention Center, where he stayed briefly before being released on bond. The charges were pending on the date of his death and were ultimately resolved by a judicial dismissal.¹ The "address" box on Exhibit 7. contains a reference to the Rast Street address. The sponsoring witness did not personally interview Mr. Jackson and other sheriff's department personnel² acknowledged that the arresting officer typically simply copies addresses from the driver's license or other identification card presented by the person being arrested. Tomlin Depo. at 14:5-10. Since Jackson's driver's license was already admitted, the admission of the Booking Report and other evidence associated with Mr. Jackson's arrest and subsequent detention was an abuse of discretion because it was unfairly and

¹ See Exhibit C (Sumter Municipal Court Case History for Case 58355GP, State v. Vincent Jackson).

² Tomlin Depo. at 6:20-8:15.

unduly prejudicial and misleading to the jury in that it improperly and wrongly implied that Mr. Jackson was a criminal. *See* Rule 403, SCRE.

South Carolina law prohibits the use of evidence which indicates or implies a party has a criminal record. For example, in *State v. Lawson*, 424 S.C. 51, 817 S.E.2d 509 (Ct. App. 2018), the trial court committed reversible error in allowing testimony indicating that the fingerprint card used to identify crime scene prints originated from a correctional institution. Similarly, in *State v. Tate*, 288 S.C. 104, 106, 341 S.E.2d 380, 381 (1986), reversible error occurred when evidence of a mug shot was admitted into evidence, which included a board with identifying information about the law enforcement agency taking the photograph. The Booking Report at issue here is replete with references to involvement with the criminal justice system, as were the improperly admitted *Lawson* fingerprint card and the *Tate* mug shot. The document is titled “Sumter-Lee Detention Center Booking Report,” gives the “cell location” where Mr. Jackson was held, refers to him as “inmate,” and contains a list of charges resulting in his arrest. All of these references improperly and prejudicially label Mr. Jackson as a criminal, prejudicing the jury to wrongfully incorporate that thinking into their deliberations and verdict.

The prejudicial effect of the admission into evidence of the Booking Report was further compounded because the information represented was of a mere arrest and not a conviction. South Carolina law recognizes the prejudicial effect of mere arrests and prohibits their use for impeachment purposes, requiring an actual conviction. S.C.R.Evid. 609(a)(2) (only convictions can be used for impeachment); *see, e.g., Clark v. Cantrell*, 332 S.C. 433, 504 S.E.2d 605, 614 (1998) (proper to exclude evidence that plaintiff driver had forfeited bond on a shoplifting charge). The rule requiring a conviction before criminal justice documents may be used for any purpose at

trial, including impeachment, is founded on the principle that mere arrests are more prejudicial than probative as a matter of law and must be excluded.

Finally, the Booking Report also contained information that was patently incorrect, including statements that Mr. Jackson had no dependents, ignoring the existence of his son Jayden, that the time lived in the area was “unknown,” even though Mr. Jackson had lived his entire life in Sumter County, and that his religion was “unknown,” even though he was an active member of the Joshua Baptist Church in Dalzell, South Carolina. These patent inaccuracies called into question whether the booking officer actually interviewed Mr. Jackson as her colleague claimed was standard practice³ or whether she simply copied information from the arrest ticket onto the Booking Report. The admission of a document Such evidence of a lack of trustworthiness further disqualifies the Booking Report from admission under the business or public record exceptions to the hearsay rule.

Given that the “unknown” responses entered in other boxes call into question whether any interview of Mr. Jackson was actually conducted, it is most likely that the address information merely was copied from the driving license. Thus, to the extent there was any minimal relevancy of the address information on the Booking Report, it was substantially outweighed by the many improper references to Mr. Jackson’s involvement with the criminal justice system. The danger of improper use and prejudice was particularly great, as the Booking Report evidences a mere arrest and not a conviction. Moreover, the multiple inaccuracies on this form raise substantial questions about whether Mr. Jackson reviewed and/or approved the information on this form without which it has no probative value. For all of these reasons, the minimal probative value of the Booking

³ Deputy Tomlin, the witness proffered as the records custodian, did not personally interview Mr. Jackson at the detention center but only testified as to the Detention Center’s general practices in completing the Booking Report. Tomlin Depo. at 11:6-23.

Report and the associated testimony from any law enforcement officer who did not actually interview Vincent Jackson, would be substantially outweighed by the unfair prejudice to Vincent Jackson and the Jackson Estate, and thus, it was an abuse of discretion to admit this information as it was much more prejudicial than probative, as prohibited by Rule 403, SCRE.

(4) Over the objection of the Jackson Estate, GEICO was allowed to admit into evidence testimony relating to the death certificate, including but not limited to the death certificate itself. The Jackson Estate incorporates herein by reference its prior motion in limine filed with the Court directed to the death certificate. Timely objection was made during trial and was overruled by the Court.

(5) The Court abused its discretion by improperly admitting into evidence testimony relating to the federal employment records.

Over the objection of the Jackson Estate, GEICO was allowed to admit into evidence testimony relating to the federal employment records, including but not limited to the I-9 form and the Form W-4 themselves (GEICO Exhibits 8 and 13, respectively). After admitting these two federal forms, Internal Revenue Service Form W-4, Employee's Withholding Allowance Certificate (Exhibit 8) and Department of Homeland Security Form I-9, Employment Eligibility Verification (Exhibit 13) GEICO argued that the inclusion of the Rast Street address was done "under penalty of perjury" and thus should be given additional weight and gravity. This argument was prejudicial because it is based on a patent misunderstanding of perjury law, such that the Court abused its discretion in allowing the admission of these documents.

Under federal criminal law, the "penalty of perjury" may be imposed only if the declarant "willfully and contrary to such oath state[d] or subscribe[d] to any material matter which he does not believe to be true...." 18 U.S.C. § 1621(1) (emphasis added); *see also U.S. v. Sarihifard*, 155 F.3d 301, 306 (4th Cir. 1998) ("[a]n essential element in...the crime of [perjury] is materiality").

The test for determining materiality required for a charge of perjury is whether the alleged untrue statement “has a natural tendency to influence, or is capable of influencing, the decision-making body to which it was addressed.” *See, e.g., id.*, 155 F.3d at 306 (quoting *U.S. v. Littlejohn*, 76 F.3d 614, 618 (4th Cir. 1996)).

GEICO Exh. 8 -- I-9 Employment Eligibility Verification:

The stated purpose of the I-9 form is “to document verification of the identity and employment authorization of each new employee...to work in the United States.” Form I-9 instructions (July 2017). The employee accomplishes this goal by providing a passport or a combination of a number of other documents, such as a driver’s license and social security card. 8 C.F.R. § 274a.2(b)(v)(A) (2017). The employee’s address is irrelevant to establish citizenship or other employment eligibility. Indeed, the employee may list a foreign address outside of the United States, and the updated I-9 form allows employees to list a P.O. Box number than rather a physical address. These instructions demonstrate the irrelevancy of the employee’s listed address in determining the citizenship status of an employee.

The layout of Form I-9 itself demonstrates that the only material representation relates to citizenship or other evidence of work eligibility. The “attest under penalty of perjury” warning appears below the boxes for identifying information, including the address box, and grammatically refers only to citizenship or other immigration status.

Moreover, the second page of the Form I-9 demonstrated that Mr. Jackson presented as his identification document his South Carolina driver’s license, which was already be in evidence bearing the Rast Street address. Since the I-9 Form was simply another document which incorporated the drivers’ license information and was duplicative of other employment application

documents, it therefore had no additional probative value to counter the prejudice that could flow from the “under penalty of perjury” admonition, such that its admission was an abuse of discretion.

GEICO EXH. 13 --- W-4 Employee’s Withholding Allowance Certificate:

With respect to the IRS Form W-4, federal tax law expressly limits the “penalty of perjury” to “material matters.” 26 U.S.C. § 7206(1) (penalizing persons who “willfully makes and subscribes any return, statement, or other document, which contains or is verified by a written declaration that it is made under penalties of perjury, and which he does not believe to be true and correct as to every material matter”) (emphasis added). As is specified on Form W-4 itself, its sole purpose is to permit the employer to properly calculate and deduct federal income tax withholding. Form W-4 provides the employer with information about “the marital status, the number of withholding allowances, and any additional amount to use when deducting federal income tax from the employee’s pay.” Topic No. 753-Form W-4 (Mar. 2019).

The IRS instructs employers to “inform employees of the importance of submitting an accurate Form W-4. An employee may be subjected to a...penalty if he or she submits...a Form W-4 that results in less tax being withheld than is required.” IRS Topic No. 753-Form W-4 (Mar. 2019) (emphasis added). This penalty is codified at 26 U.S.C. § 7205(a), which criminalizes only “false or fraudulent information...which would require an increase in tax to be withheld.” (emphasis added). Since the employee’s address in no way factors into the determination of tax withholding, there can be no “penalty of perjury” associated with the inclusion of an address. Since “penalty of perjury” did not attach to the employee’s address, which was irrelevant to the calculation of federal taxes and the address information was duplicative of other employment application documents, it therefore had no additional probative value to counter the prejudice that

could flow from the “under penalty of perjury” admonition, such that its admission was prejudicial error.

(6) The Jackson Estate asserts as a further basis for a new trial all other evidentiary rulings by the Court before or during the trial of the case that were adverse to the positions of the Jackson Estate.

(7) The Court erred by not accepting all of the Jackson Estate’s proposed charges to the jury and by overruling the Jackson Estate’s challenge to the charges given to the jury.

The trial court judge must charge the current and correct law to the jury. *McCourt ex rel. McCourt v. Abernathy*, 318 S.C. 301, 306, 457 S.E.2d 603, 606 (1995); *Cohens v. Atkins*, 333 S.C. 345, 349, 509 S.E.2d 286, 289 (Ct.App.1998).

Here, the Court erred in failing to grant the Jackson Estate’s request to charge the jury that the residence means actual residence as opposed to legal residence, as was held by *State Farm Fire & Cas. Co. v. Breazell*, 324 S.C. 228, 232, 448 S.E.2d 831, 833 (1996). The Court further erred in failing to charge that the policy language of “resident” must be understood in the light most favorable to the insured. South Carolina law provides that “the phrase resident of the same household has no absolute or precise meaning, and, if doubt exists as to the extent or fact of [residence], the language used... will be understood in its most inclusive sense.” *Buddin v. Nationwide Mut. Ins. Co.*, 250 S.C. 332, 338, 157 S.E.2d 633, 635 (1967) (citing *American Universal Ins. Co. v. Thompson*, 62 Wash.2d 595, 384 P.2d 367 (1963)).

The failure to give these instructions, which were correct statements of law, was not only erroneous, but prejudicial. See *Ardis v. Sessions*, 370 S.C. 229, 633 S.E.2d 905 (Ct.App. 2006)

(Hearn, J.), *reversed*, 383 S.C. 528, 682 S.E.2d 249 (2009).⁴ The Court of Appeals held that the trial court's decision to instruct the jury in a medical malpractice case that the doctor could not be held liable if he acted in good faith. This was erroneous because it impermissibly implied to the jury that the doctor could not be liable unless he acted in bad faith. Moreover, the implication was prejudicial because it imposed an "unrealistic burden" on the plaintiff. See also *McCourt by and through McCourt v. Abernathy*, 318 S.C. 301, 457 S.E.2d 603 (1995). Here, in contrast, the Court refused to give an instruction about South Carolina law under which plaintiff-insureds are to given the benefit of any doubt as to the extent or fact of residence. This is essentially the flip-side of *Ardis*, with plaintiff being deprived of a beneficial instruction, instead of being unrealistically burdened. However, both are not only error, but prejudicial error and consequently require the granting of a new trial with proper instructions.

(8) The Court erred by refusing to admit the operative insurance contract into evidence. The contract was attached to and referenced in the parties' pleadings and provides the context for the jury's finding on the issue of residency. Pursuant to SCRCP 43(g), "Counsel for any party may read his pleadings to the jury" and the refusal to allow this constituted reversible error

(9) The jury was unable to follow the Court's instructions or charges in rendering its verdict and/or deliberately refused or carelessly failed to follow the instructions, as is shown by the jury's conclusions reflected in the completed verdict form.

⁴In reversing the Court of Appeals in *Ardis*, our Supreme Court did not reject the holding about the impropriety of a "good faith" charge in a medical malpractice case. Instead, it held that incorrect diagnosis claim, about which the erroneous charge was given, was only tangentially involved, as the case turned on a credibility determination about a particular visit. Therefore, the incorrect instruction was not prejudicial. Here, in contrast, the failure to give beneficial and correct instructions about the issue of residency concerned the central and only issue in this case and thus were prejudicial, requiring a new trial.

(10) The verdict in this case was irrational, arbitrary and not the product of a properly functioning jury.

(11) The verdict, and each part thereof, was against the greater weight and preponderance of the evidence.

(12) The verdict, and each part thereof, was palpably wrong and manifestly unjust.

(13) The verdict, and each part thereof, was the product of bias, passion, prejudice, or other improper motive.

(14) The verdict that Vincent Jackson was not an actual resident of the household of his parents, the insureds, Barbara and Therel Jackson, is not in accordance with the facts, is unsupported by the evidence and/or is against the manifest weight of the evidence, and thus, the Court should invoke its authority pursuant to the "thirteenth juror" doctrine to order a new trial. *See Folkens v. Hunt*, 300 S.C. 251, 387 S.E.2d 265 (1990).

(15) The Court, sitting as the thirteenth juror, should determine that the evidence and facts do not justify the verdict and order a new trial on the facts.

(16) The Court should order a new trial based on the cumulative impact of the above factors.

(17) The Jackson Estate files this motion as an alternative to its Motion for Judgment Notwithstanding the Verdict and specifically reserves all grounds stated therein.

(18) The Jackson Estate relies on all grounds set forth in its motions for directed verdict made at the close of the evidence, as well as in their Motion for Judgment Notwithstanding the Verdict, and the same are hereby incorporated as if set forth herein verbatim. The Jackson Estate also relies upon any memorandum in support of its post-trial motions to be filed in support hereof, as well as the governing procedural and substantive law of the United States, this State, and any oral argument the Court may permit in support of the instant motion.

The Jackson Estate reserves the right to add additional and further grounds following sufficient time to review the complete, final trial transcript in this case. This motion is based on the South Carolina Rules of Evidence, applicable case law, this memorandum, and any other materials or matters the Court may request or permit to be presented.

Respectfully submitted,

s/Mitchell Willoughby

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This 9th day of December, 2019
Columbia, South Carolina

EXHIBIT A

CURRICULUM VITAE

Ronald O'Neal Pitner, PhD, ACSW

Associate Dean for Curriculum

I. DeQuincey Newman Endowed Chair in Peace and Social Justice

Distinguished Associate Professor in Social Work Research

Director of the I. DeQuincey Newman Institute for Peace and Social Justice

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EDUCATIONAL HISTORY

1993 – 2001 **PhD**, Social Work and Psychology (social), University of Michigan, Ann Arbor, MI
1993 – 1994 **MSW**, Interpersonal Practice, University of Michigan, Ann Arbor, MI
1991 – 1993 **MA**, Experimental Psychology, University of Tennessee, Knoxville, TN
1987 – 1990 **BA**, Psychology, Lee College, Cleveland, TN

ACADEMIC EMPLOYMENT

2018 – **Associate Dean for Curriculum**, College of Social Work, University of South Carolina, Columbia, SC.
2016 – 2021 **I. DeQuincey Newman Endowed Chair in Peace and Social Justice**, College of Social Work, University of South Carolina, Columbia, SC
2014 – **Associate Professor**, College of Social Work, University of South Carolina, Columbia, SC
2013 – **Director**, I. DeQuincey Newman Institute for Peace and Social Justice, College of Social Work, University of South Carolina, Columbia, SC
2009 – **Affiliate Faculty**, Research Consortium on Children and Families, University of South Carolina, Columbia, SC
2009 – **Affiliate Faculty**, Center for Social Development, Washington University in St. Louis, MO
2009 – 2016 **Affiliate Faculty**, Institute for Partnerships to Eliminate Health Disparities, University of South Carolina, Columbia, SC
2009 – 2014 **Assistant Professor**, College of Social Work, University of South Carolina, Columbia, SC
2008 **Adjunct Faculty**, School of Social Work, Monmouth University, West Long Branch, NJ
2008 **Adjunct Faculty**, Department of Psychology, Rider University, Lawrenceville, NJ
2002 – 2006 **Assistant Professor**, GWB School of Social Work, Washington University in St. Louis, MO
2002 – 2006 **Adjunct Assistant Professor**, Department of Psychology, Washington University in St. Louis

CORPORATE EMPLOYMENT

2007 – 2008 **Project Leader**, marketRx, a Cognizant Company, Bridgewater, NJ

Duties: Managing market research projects with a focus on consumer health care practices and pharmaceutical brand perceptions and attitudes; designing and executing web-based surveys and qualitative studies (e.g., focus groups, in-depth interviews, and content analysis) conducted with

physicians, pharmaceutical sales representatives, patients, and primary care-givers; analyzing primary and secondary quantitative and qualitative data to yield actionable insights for developing brand positioning strategies, new products, and marketing communication materials; writing executive summary and detailed final reports; and presenting research findings to project key stakeholders.

HONORS AND AWARDS

2016 – 2021	I. DeQuincey Newman Endowed Chair in Peace and Social Justice, University of South Carolina
2014 – 2015	Fellow, Pipeline for Academic Leaders Program (PAL), University of South Carolina
2013	Poster awarded from the <i>Society for Community Research and Action (SCRA) Certificate of Excellence</i> at the 121 st Annual Convention of the American Psychological Association, Honolulu, HI.
2013	<i>Breakthrough Rising Star</i> , Office of the Vice President for Research, University of South Carolina
2006	Marquis Who's Who Among Educators
1993 – 1999	Fellow, Horace Rackham Graduate School Merit Program, University of Michigan
1995	Fellow, Inter-University Consortium for Political and Social Research (ICPSR) Summer Program, University of Michigan
1991 – 1993	Fellow, Tennessee Black Graduate Program, University of Tennessee

RESEARCH INTERESTS

- Social cognition, prejudice, stereotypes, and stigma
- Youth violence and social-cognitive processing
- Social cognitive relationship between interpersonal forms of violence and the social and physical context
- Youth and community-based civic engagement
- Race and racial inequalities
- Social cognitive aspects of multicultural social work, anti-oppressive practice, social disparities and social justice

PROFESSIONAL PUBLICATIONS

I. Peer-Reviewed Scientific Publications and Book Chapters

1. Anderson, J.D., & **Pitner, R. (In Press)**. They are coming home: The effect of trauma-related cognitions on vocational readiness of incarcerated women. *Journal of Interpersonal Violence*.
2. Wooten, N. R., Brittingham, J. A., Sumi, N. S., **Pitner, R.**, & Moore, K. D. **(In Press)**. Behavioral health service use by military children during Afghanistan and Iraq wars. *Journal of Behavioral Health Services Research*.
3. Wooten, N.R., Brittingham, J.A., Tavakoli, A., **Pitner, R.**, Jeffrey, D.D., & Haddock, K.S. **(2018)**. Purchased behavioral health care received by Military Health System beneficiaries in civilian medical facilities, 2000-2014. *Military Medicine*. DOI.org/10.1093/milmed/usx101.
4. Priester, M.A., **Pitner, R.** & Lackey, R. **(2018)**. Examining the relationship between diversity exposure and students' color-blind racial attitudes and awareness of racial oppression. *Journal of Ethnic & Cultural Diversity in Social Work*. DOI: 10.1080/15313204.2017.1344948**
5. **Pitner, R.**, Priester, M.A., Lackey, R., & Duvall, D. **(2018)**. A dedicated diversity course or an infusion model? Exploring which strategy is more effective in social work pedagogy. *Journal of Social Work Education*, 54 (1), 49-60. DOI: 10.1080/10437797.2017.1314839**

6. Seokwon, Y., Moon, S.S., & **Pitner, R. (2018)**. Effective treatments of late life depression in longterm care facilities. *Research on Social Work Practice*, 28 (2), 116-130. DOI: 10.1177/1049731515621165 **
7. **Pitner, R.**, Moore, H., Capp, G., Benbenishty, R., Astor, R.A. (2017). Prevention of violence, aggression, and bullying in schools. In P. Sturmey (Ed.). *The Wiley handbook of violence and aggression. Volume 3, Societal interventions* (Chapter 95). Hoboken, NJ: John Wiley & Sons Publisher. DOI.org/10.1002/9781119057574.whbva095 **
8. Nelson, E., **Pitner, R.**, & Pratt, C. (2017). Assessing the viability of race-neutral alternatives in law school admissions. *Iowa Law Review*, 102 (5), 2187-2234.
9. Capp, G., Moore, H., **Pitner, R.**, Iachini, A., Astor, R.A., & Benbenishty, R. (2017). Promoting school safety: How educators and school leaders can address and prevent school violence and victimization. In G. Noblit (Ed.). *Oxford Research Encyclopedia of Education*. New York: Oxford Press. DOI: 10.1093/acrefore/978019024093.013.78**
10. Berkowitz, R., Iachini, A., Moore, H., Capp, G., Astor, R.A., **Pitner, R.**, & Benbenishty, R. (2017). School climate. In G. Noblit (Ed.). *Oxford Research Encyclopedia of Education*. New York: Oxford Press. DOI: 10.1093/acrefore/9780190264093.013.89**
11. **Pitner, R.**, Moore, H., Capp, G., Iachini, A., Berkowitz, R., Benbenishty, R., & Astor, R.A. (2017). School safety, victimization, and bullying: An overview of violence interventions and monitoring approaches. In C. Franklin (Ed.) *Encyclopedia of Social Work Online* (ESWO). New York: Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.1194**
12. Iachini, A., Berkowitz, R., Moore, H., **Pitner, R.**, Astor, R.A., & Benbenishty, R. (2017). School Climate. In C. Franklin (Ed.) *Encyclopedia of Social Work Online* (ESWO). New York: Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.1195**
13. **Pitner, R.**, & Sakamoto, I. (2016). Cultural competence and critical consciousness in social work pedagogy. In C. Franklin (Ed.) *Encyclopedia of Social Work Online* (ESWO). New York: Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.888.
14. Iachini, A., **Pitner, R.**, Morgan, F., & Rhodes, K. (2016). Exploring the principal perspective: Implications for expanded school improvement and school mental health. *Children & Schools*, 38(1), 40-48.
15. Smallwood, S., Freedman, D.A., **Pitner, R.**, Sharpe, P., Cole, J., Hastie, S., Hunter, B. (2015). Implementing a Community Empowerment Center to build capacity for developing, implementing, and sustaining interventions to promote community health. *Journal of Community Health*, 6, 1122-1129. **
16. Foster, K.A., **Pitner, R.**, Freedman, D., Bell, B.A., & Shaw, T.C. (2015). Spatial dimensions of social capital. *City & Community*, 14 (4), 392-409.
17. **Pitner, R.**, Marachi, R., Astor, R., & Benbenishty, R., (2015). Evidence-based violence prevention programs and best implementation practices. In K. Corcoran (Ed.) *Social Workers' Desk Reference* (3rd ed, pp. 1050-1068). New York: Oxford Press.
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19. Browne, T., **Pitner, R.**, & Freedman, D. (2013). When identifying health disparities as a problem is a problem: Pedagogical strategies for examining racialized contexts. *Journal of Prevention and Intervention in the Community*, 41, 220-230.
20. **Pitner, R.**, Yu, M., & Brown, E. (2013). Which factor has more impact? An examination of the effects of income level, perceived neighborhood disorder, and crime on community care and vigilance among low-income African American residents. *Race and Social Problems*, 5, 57-64.

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22. Powers, M., Freedman, D., & **Pitner, R.** (2012). From snapshot to civic action: A photovoice facilitator's manual. Community-Engaged Scholarship for Health (CES4Health.info), 2012. Available at <http://bit.ly/OjCuL8>**
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25. **Pitner, R.**, Yu, M., & Brown, E. (2012). Making neighborhoods safer: Examining predictors of residents' concerns about neighborhood safety. *Journal of Environmental Psychology*, 32 (1), 43-49.
26. **Pitner, R.**, Yu, M., & Brown, E. (2011). Exploring the dynamics of middle aged and older adult residents' perceptions of neighborhood safety. *Journal of Gerontological Social Work*, 54 (5), 511-527.
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30. Astor, R., Rosemond, M., **Pitner, R.**, Marachi, R., & Benbenishty, R. (2008). Evidence-based violence prevention programs and best implementation practices. In C. Franklin, M. Harris, & P. Allen-Meares Ed. (Eds.) *The school practitioner's concise companion to preventing violence and conflict* (2nd ed., pp. 3 - 26). New York: Oxford University Press.**
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34. **Pitner, R.**, & Sakamoto, I. (2005). The role of critical consciousness in multicultural practice: Examining how its strength becomes its limitation. *American Journal of Orthopsychiatry*, 75 (4), 684 - 694.
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36. Astor, R., Benbenishty, R., **Pitner, R.**, & Meyer, H.A. (2004). Bullying and peer victimization in schools. In P. Meares, & M. Fraser (Eds.) *Intervention with children and adolescents: An interdisciplinary perspective* (pp. 417-448). New York: Allyn & Bacon.
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(**Publications or Presentations with Students)

II. Manuscripts Under Review or Revision

1. Anderson, J.D., **Pitner, R.**, & Wooten, N.R. (Revise/Resubmit). *A gender-specific model of pre-incarceration trauma and incarceration-based trauma in incarcerated women*. Trauma, Violence, and Abuse.
2. Freedman, D., Iachini, A., Pitner, R., Bell, B., & Smallwood, S. (Under Revision). Development and validation of agency for neighborhood improvement scale.
3. Ma, K., **Pitner, R.**, & Sakamoto, I. (Under Review). *Challenges in acculturation among international students from Asian collectivist cultures*. Manuscript submitted for review.
4. **Pitner, R.**, Yu, M., Wiggins, E., Wang, K., & Hastie, S. (Under Revision). Tenure-mixing and threshold effect: An examination of neighborhood physical environment and crime.
5. Wooten, N.R., Brittingham, J.A., Sumi, N.S., **Pitner, R.**, & Moore, K.D. (Revise/Resubmit). Behavioral health service use by military children during Afghanistan and Iraq wars. *Journal of Behavioral Health Services Research*.

III. Manuscripts in Preparation

1. Freedman, D., **Pitner, R.**, Johnson, R., & Hastie, S. (**in preparation**). LENS: Examining the influence of photovoice artwork.
2. Kim, J., **Pitner, R.**, & Yu, M. (**in preparation**). Spousal violence and social rules: An examination of adolescents' reasoning patterns.
3. Ma., K., **Pitner, R.**, & Tang, W. (**in preparation**). Acculturation stress and depression among first-year international graduate students from China and India at the University of South Carolina.
4. **Pitner, R.**, Smith, R., Priester, & Duvall, D. (**in preparation**). Race and social work education: An examination of the color-blindness scale.
5. **Pitner, R.**, Yu, M., & Astor, R.. (**in preparation**). Ranking violent transgressions: Assessing children's reasoning about psychological and physical harm.
6. **Pitner, R.**, Freedman, D., & Bell, B. (**in preparation**). Assessing the role of neighborhood social capital on public housing residents' perceptions of neighborhood safety.
7. **Pitner, R.**, Yu, M., & Brown, E. (**in preparation**). Children's reasoning about harm-oriented gender stereotypes, physical strength, and the approval of prototypical violence.
8. **Pitner, R.**, & Freedman, D. (**in preparation**). Toward repaired window theory: Creating healthier environments through community engagement.

IV. Book Reviews

1. **Pitner, R.** (2012, January). [Review of the book *Confronting oppression and restoring justice: From policy analysis to social action* (2nd ed), by K. van Wormer, L. Kaplan, & C. Juby]. Alexandria, VA: CSWE Press. Unpublished review.

V. [Non]Peer-Reviewed Technical Reports

1. Nelson, E., **Pitner, R.**, & Pratt, C. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, School of Law/ College of Social Work, Pennsylvania State University – Dickinson Law.
2. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.
3. Pratt, C., Nelson, E., & **Pitner, R.** (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. Pennsylvania State University – Dickinson Law, University of South Carolina, School of Law/ College of Social Work.
4. Nelson, E., **Pitner, R.**, & Pratt, C. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, School of Law/ College of Social Work, Pennsylvania State University – Dickinson Law.
5. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.
6. Pratt, C., Nelson, E., & **Pitner, R.** (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. Pennsylvania State University – Dickinson Law, University of South Carolina, School of Law/ College of Social Work.
7. Nelson, E., **Pitner, R.**, & Pratt, C. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, School of Law/ College of Social Work, Pennsylvania State University – Dickinson Law.
8. **Pitner, R.**, Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.

9. Pratt, C., Nelson, E., & Pitner, R. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. Pennsylvania State University – Dickinson Law University of South Carolina, School of Law/ College of Social Work.
10. Pitner, R., Pratt, C., & Nelson, E. (2016). *Race-neutral alternatives in law school admissions: Technical report prepared for the XXX, Confidential*. University of South Carolina, College of Social Work/ School of Law, Pennsylvania State University – Dickinson Law.
11. Iachini, A., Pitner, R., Flaherty, A., & Taylor, M. (2015). *Kershaw County School District Needs Assessment: The principal perspective*. University of South Carolina, College of Social Work.
12. Powers, M., Freedman, D., Pitner, R., & Paulin-Anderson, T. (2011). *From snapshot to civic action: Using photovoice to engage a public housing community in the examination of neighborhood context. Summary Report*. University of South Carolina, College of Social Work.**
13. Pitner, R., Lloyd, J., & Bell, V. (2003). *Creating the perception of safety among vulnerable groups: An evaluation of Operation SafeStreet*. Operation SafeStreet, Washington University in St. Louis, MO, School of Social Work.**

PROFESSIONAL GRANTS

I. Research Grants (Selected for Funding or Full Proposal Submission)

1. Aspire I. University of South Carolina. (\$14,998; May 2018 to August 2019). *HIV stigma-related trauma in African-American HIV-positive women: A mixed method approach to measure development*. **Role: Co-Investigator.**
2. Sisters of Charity Foundation of South Carolina. (\$9,200; August 2017 to July 2018). *The Newman Institute's "Call to Action" Series*. **Role: Principal Investigator.**
3. Center for Contemplative Mind in Society (\$4,000; August 2016 to May 2017). *The I. DeQuincey Newman Institute for Peace and Social Justice Annual "Call to Action."* **Role: Principal Investigator.**
4. Access Group Center for Research & Policy Analysis. (\$114,836; April 2016 to May 2017). *Assessing the viability of race-neutral alternatives in law school admissions*. **Role: Principal Investigator.**
5. Aspire I. University of South Carolina. (\$14,601.71; May 15, 2014 to August 30, 2015). *Frequency and attributions of discrimination experiences among low-income and middle income African Americans*. **Role: Principal Investigator.**
6. Social Sciences Grant. University of South Carolina. (\$19,984; May 16, 2011 to May 15, 2013). *Mapping neighborhoods for crime and ownership*. **Role: Principal Investigator.**
7. Kresge Foundation. (\$650,000; July 2010 to December 2013). *Creating healthy environments through community engagement*. **Role: Principal Investigator.**
8. Arts and Humanities Grant. University of South Carolina. (\$16,758; May 2010 to December 2011). *From snapshot to civic action*. **Role: Principal Investigator.**
9. Andrus Family Fund. (\$111,877; April 2006 to October 2006). *Student and caretaker options for resolution and empowerment (SCORE)*. **Role: Co-Investigator.**
10. Rackham One-Term Dissertation Grant. University of Michigan. (\$18,838; January 2001 to April 2001). *Understanding children's reasoning about peer and spousal violence: An examination of children's informational assumptions and cultural stereotypes*. **Role: Principal Investigator.**
11. Rackham One-Term Dissertation Grant. University of Michigan. (\$18,838; August 2000 to December 2000). *Understanding children's reasoning about peer and spousal violence: An examination of children's informational assumptions and cultural stereotypes*. **Role: Principal Investigator.**

II. Research Grants (Under Review)

1. National Science Foundation. (Submitted June, 2018, \$100,000). *Planning Grant: Collaborative: Engineering research center for convergent research on FLOODS for mitigation of infrastructure damage and societal impacts.* **Role: Key Personnel.**
2. National Science Foundation. (Submitted February, 2018, \$1,954,721). *SCC: Connected decision making based on real-time data to mitigate urban flooding.* **Role: Co-Principal Investigator.**

III. Research Grants Submitted (Not Selected For Funding)

1. National Institute of Justice. (Submitted May, 2016). *A pilot study of a GIS mobile mapping application to monitor school safety in real-time.* **Role: Principal Investigator.**
2. National Science Foundation. (Submitted February, 2016). *Collaborative research and education on protection, reuse, optimization and production in food, energy and water systems.* **Role: Principal Investigator.**
3. Aspire II. University of South Carolina. (Submitted January, 2016). *Developing a sustainable flood-management system with Gills Creek Watershed, South Carolina as a case study.* **Role: Principal Investigator.**
4. National Urban and Community Forestry Challenge Cost-Share Grant Program. (Submitted in November, 2015). *Trees and health in public housing: Engaging youth in urban forestry management.* **Role: Principal Investigator.**
5. Social Science Grant. University of South Carolina. (Submitted in October, 2015). *Community assessment for food gleaning to address food insecurity.* **Role: Co-Investigator.**
6. Center for Research & Policy Analysis. (Submitted in October, 2015). *An empirical assessment of the viability of race-neutral alternatives in law school admissions.* **Role: Principal Investigator.**
7. National Science Foundation. (Submitted in May, 2015). *Studies of engineered levee breaches, including socio-economic considerations.* **Role: Principal Investigator.**
8. National Institute of Justice. Submitted in June, 2015). *A pilot study of a GIS mobile mapping application to monitor school safety in real-time.* **Role: Principal Investigator.**
9. Research Engagement Collaborative (Submitted in August, 2014) Grant. University of South Carolina. (Submitted in September, 2014). *Domestic human rights.* **Role: Principal Investigator.**
10. Spencer Foundation. (Submitted in April, 2014). *Youth civic engagement and perceptions of safety in low-income neighborhoods.* **Role: Principal Investigator.**
11. W.T. Grant Foundation. (LOI Submitted in January, 2014 and accepted for full proposal submission in April, 2014). *Empowering youth to create safer neighborhood settings.* **Role: Principal Investigator.**
12. National Institute of Justice. (Submitted in May, 2014). *Empowering youth to create safer neighborhood settings.* **Role: Principal Investigator.**
13. Social Sciences Grant. University of South Carolina. Submitted in October, 2013). *Experiences with discrimination among low-income and middle-income African Americans.* **Role: Principal Investigator.**
14. Aspire I. University of South Carolina. (Submitted in January, 2013). *Experiences with discrimination among a diverse sample of African Americans.* **Role: Principal Investigator.**
15. Robert Wood Johnson Foundation. (Submitted in March, 2011). *Community gardening in public housing communities.* **Role: Co-Investigator.**
16. Social Sciences Grant. University of South Carolina. (Submitted in February, 2010). *Mapping neighborhoods for crime and ownership.* **Role: Principal Investigator.**
17. Society for the Psychological Study of Social Issues. (Submitted in July, 2009). *Mapping neighborhood ownership.* **Role: Principal Investigator.**
18. National Center for Marriage Research. (Submitted in April, 2009). *The impact of economic and financial circumstances and fluctuations on family formation, parenting and family stability among*

middle income African Americans in rural and Urban South Carolina. Role: Principal Investigator.

19. Research Opportunity Program, University of South Carolina. (Submitted in March, 2009). *Mapping neighborhood ownership: Examining the role of crime and physical and social incivilities. Role: Principal Investigator.*
20. Center for Disease Control and Prevention. (Submitted in March, 2005). *Using youth services to reclaim community ownership. Role: Principal Investigator.*
21. National Science Foundation. (Submitted in March, 2004). *Dynamics of safe and free environments (DOSAFE). Role: Principal Investigator.*
22. Center for Disease Control and Prevention. (Submitted in February, 2004). *Using youth services to claim community ownership. Role: Principal Investigator.*

PROFESSIONAL EXHIBITION RECORD

I. 2013

1. *Community visions*, University of South Carolina McKissick Art Museum, Columbia, SC, Photography Exhibition, Curator: Lana Burgess, Faculty Curator and Program Director, University of South Carolina. Aug 19, 2013 – Jan. 31, 2014.
2. *Community visions*, Benedict College Business Development Center, Columbia, SC, Photography Exhibition, Curator: Tanjenique Paulin, Benedict College. May 7, 2013.

II. 2011

1. *From snapshot to civic action: Creating healthy environments through community engagement*, University of South Carolina McKissick Art Museum, Columbia, SC, Photography Exhibition, Curator: Lana Burgess, Faculty Curator and Program Director, University of South Carolina. Jan. 8 – Mar. 26, 2011.
2. “Meet the artists.” *From snapshot to civic action: Creating healthy environments through community engagement*, University of South Carolina McKissick Art Museum, Columbia, SC, Photography Exhibition, Curator: Lana Burgess, Faculty Curator and Program Director, University of South Carolina. Jan. 18, 2011.

PROFESSIONAL PRESENTATIONS

1. Savage, T., Browne, T., DeHart, D., & Pitner, R. (2018, November). African American end-stage renal disease and medication adherence: What are the effects of everyday racism? Annual conference of the American Public Health Association, San Diego, CA.
2. Ma, K., Tang, W., & Pitner, R. (2018, November). Acculturation stress, depression, and social support among international students in the US. Oral presentation at the Annual Program Meeting for the Council on Social Work Education, Orlando, Fla.
3. Sakamoto, I., & Pitner, R. (2018, January). “Dirty laundry” & “false advertising” – *Negotiating knowledge mobilization in community-based research (CBR)*. Presentation for the Centre for Critical Qualitative Health Research (CQ) Seminar, University of Toronto, Toronto, Canada.
4. Ma, K., Pitner, R., & Tang, W. (2018, January). *Preliminary findings: Acculturation stress, social support, and depression among international students*. Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.**

5. Savage, T.E., Browne, T., **Pitner, R.**, & DeHart, D. (2018, January). *African American end-stage renal disease and medication adherence: What are the effects of everyday racism?* Oral presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.
6. Jang, E., Yu, M., & **Pitner, R.** (2018, January). *Smoking status and use of other forms of tobacco products: Results of a national survey.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC. **
7. Pratt, C., Nelson, E. & **Pitner, R.** (2017, November). *Assessing the viability of race-neutral alternatives in law school admissions.* Oral presentation at the annual AccessLex Legal Education Research Symposium, Clearwater Beach, FL.
8. Savage, T.E., Browne, T., **Pitner, R.** & DeHart, D. (2017, November). *African American end stage renal disease & medication adherence: What are the effects of everyday discrimination?* American Society of Nephrology Annual Meeting & Scientific Exposition. New Orleans, LA.
9. Smith, R., **Pitner, R.**, Priester, M.A., & Duvall, D. (2017, October). *Color-blind ideology: Teaching diversity in social work.* Poster presentation at the Annual Program Meeting of the Council on Social Work Education, Dallas, TX. **
10. Ma, K., Weizhou, T., & **Pitner, R.** (2017, August). *Acculturation stress and depression among international graduate students from collectivist cultures.* Poster presentation at the annual meeting for the American Psychological Association, Washington, DC. **
11. **Pitner, R.**, Ma, K., & Sakamoto, I. (2017, August). *Conceptual understanding of acculturation experiences of Asian international students in the US.* Poster presentation at the annual meeting for the American Psychological Association, Washington, DC. **
12. Smith, R., **Pitner, R.**, Priester, M.A., & Duvall, D. (2017, August). *Color-blind ideology: Developing cultural competence among graduate mental health students.* Poster presentation at the annual meeting for the American Psychological Association, Washington, DC. **
13. **Pitner, R.** (2017, July). *Working together for healthier communities: An intervention to generate community-level and community-engaged interventions in a low-income neighborhood.* Oral presentation for the 45th annual forum of the Korean Association of Social Welfare for a Sustainable Future Management: Social welfare practice methods toward implementing citizen participation-oriented community welfare. Seoul, South Korea.
14. Smith, R., **Pitner, R.**, Priester, M.A., & Duvall, D. (2017, April). *Teaching colorblind awareness through diversity education.* Poster presentation at the annual Discover USC Conference, University of South Carolina, Columbia, SC. **
15. Sakamoto, I., & **Pitner, R.** (2017, January). *Ethics and complex realities of knowledge mobilization from community-based participatory research with marginalized communities.* Roundtable presentation at the annual meeting for the Society for Social Work Research, New Orleans, LA.
16. Kim, J., **Pitner, R.**, & Yu, M. (2017, January). *Spousal violence and social rules: An examination of adolescents' reasoning patterns.* Poster presentation at the annual meeting for the Society for Social Work Research, New Orleans, LA. **
17. Wooten, N., Brittingham, J., **Pitner, R.**, & Jeffrey, D. (2017, January). *Trends in behavioral health services use by military-connected children during the Iraq and Afghanistan wars.* Oral presentation at the annual meeting for the Society for Social Work Research, New Orleans, LA.
18. Nelson, E., **Pitner, R.**, & Pratt, C. (2017, January). *Assessing the viability of race-neutral alternatives in law school admissions.* Oral presentation at the Theorizing Educational Diversity in the Legal Academy, Association of American Law Schools Committee on Recruitment and Retention of Minority Law Teachers and Students, San Francisco, CA.
19. Nelson, E. **Pitner, R.**, & Pratt, C. (2016, November). *Assessing the viability of race-neutral alternatives in law school admissions.* Oral presentation at the Thurgood Marshall School of Law, Houston, TX.
20. Kim, J., **Pitner, R.**, & Yu, M. (2016, August). *The role of social rules on adolescents reasoning about spousal violence.* Poster presentation at the annual meeting for the American Psychological Association, Denver, CO. **

21. **Pitner, R., Pratt, C., & Nelson, E. (2016, August).** *Assessing the viability of race-neutral alternatives in law school admissions.* Poster presentation at the annual meeting for the American Psychological Association, Denver, CO.
22. Kim, J., & **Pitner, R. (2016, July).** *The influence of social norms on adolescents' judgment about spousal violence.* Paper presentation at the International Family Violence and Child Victimization Research Conference, Portsmouth, NH.**
23. **Pitner, R., Priester, M.A., & Lackey, R. (2016, January).** *Diversity and social justice: Critically examining social work education.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.**
24. **Pitner, R., & Iachini, A. (2016, January).** *Exploring the principal perspective: Implications for expanded school improvement and school mental health.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.
25. Priester, M.A., **Pitner, R., & Lackey, R. (2016, January).** *The effects of diversity exposure on racial awareness and color-blind racial attitudes.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.**
26. Foster, K., **Pitner, R., Freedman, D., Bell, B., & Shaw, T. (2016, January).** *Spatial dimensions of social capital.* Poster presentation at the annual meeting for the Society for Social Work and Research, Washington, DC.
27. Wooten, N. R., Brittingham, J., Tavakoli, A., **Pitner, R., Jeffery, D. D., & Haddock, K. S. (2015, November).** *Military health system beneficiaries receiving civilian behavioral health care in South Carolina Health Systems.* Poster presentation at the 39th Annual Conference of the Association for Medical Education and Research in Substance Abuse. Washington, DC.
28. Priester, M.A., **Pitner, R., & Lackey, R. (2015, October).** *Evaluating diversity education strategies in graduate social work programs.* Paper presented at the Annual Program Meeting of the Council on Social Work Education, Denver, CO.**
29. Iachini, A., **Pitner, R., Flaherty, A., Morgan, F., & Rhodes, K. (2015, September).** *Exploring the principal perspective on unmet teacher and student mental health needs: Implications for school mental health.* Poster presentation at the 9th World Congress conference, Columbia, SC.**
30. **Pitner, R., Priester, M.A., & Lackey, R. (2015, August).** *Examining diversity education strategies in graduate programs for helping professionals.* Poster presentation at the annual meeting for the American Psychological Association, Toronto, Canada.**
31. Lackey, R., Priester, M.A., & **Pitner, R. (2015, August).** *Diversity exposure and student levels of color-blindness and racism awareness.* Poster presentation at the annual meeting for the American Psychological Association, Toronto, Canada.**
32. **Pitner, R., Freedman, D., Smallwood, S., & Bell, B. (2015, January).** *Community-generated interventions: Fostering community engagement among public housing residents.* Poster presentation at the annual program meeting for the Society for Social Work Research, New Orleans, LA.
33. Sakamoto, I., **Pitner, R., & Chin, M. (2015, January).** *How to analyze arts-based data in social work research.* Workshop presentation at the annual program meeting for the Society for Social Work Research, New Orleans, LA.**
34. Smallwood, S., **Pitner, R., Freedman, D., Sharpe, P., Cole, J.A., Hastie, S. (2014, November).** *Developing and implementing a Community Empowerment Center to build local capacity for community-level change.* Roundtable presentation at the American Public Health Association annual meeting, New Orleans, LA **
35. Foster, K., **Pitner, R., Freedman, D., Bell, B., & Shaw, T. (2014, August).** *Spatial dimensions of social capital.* Poster presented at the annual meeting for the American Psychological Association, Washington, DC.
36. **Pitner, R., Yu, M., Astor, R., & Brown, E. (2014, August).** *Effects of context on children's evaluation of prototypical violence.* Poster presented at the annual meeting for the American Psychological Association, Washington, DC.

37. Ohmer, M., Walker, L., & **Pitner, R. (2014, January)**. *Measures for community engagement and collective efficacy in community-based research: Opportunities and challenges*. Roundtable presentation at the annual meeting for The Society for Social Work and Research. San Antonio, TX.
38. Yu, M., Primack, B., **Pitner, R.**, & Olate, R. (2014, January). *Tobacco advertising and marketing and adolescent tobacco use*. Poster presented at the annual meeting for the Society for Social Work and Research, San Antonio, TX.
39. **Pitner, R.**, Wiggins, E., Hastie, S., Wang, K., & Yu, M. (2013, November). *Examining the threshold for neighborhood ownership and crime*. Poster presented at the annual meeting for the American Public Health Association, Boston, MA.**
40. Smallwood, S., **Pitner, R.**, Freedman, D., Sharpe, P., Cole, J., & Hastie, S. (2013, July). *Working together for healthier communities: An intervention to generate community-level and community-engaged interventions in a low-income neighborhood*. Poster presented at that annual meeting for the American Psychological Association, Honolulu, HI.**
41. **Pitner, R.**, Wiggins, E., Hastie, S., Wang, K., & Yu, M. (2013, July). *Mapping neighborhoods for crime and ownership*. Poster presented at that annual meeting for the American Psychological Association, Honolulu, HI.**
42. **Pitner, R.**, Freedman, D., & Bell, B. (2013, June). *Public housing: Examining neighborhood wellness*. Poster presented at the biennial meeting for the Society for Community Research and Action, Miami, FL.
43. **Pitner, R.**, Wiggins, E., Hastie, S., Wang, K., & Yu, M. (2013, June). *Assessing the threshold for neighborhood resilience*. Poster presented at the biennial meeting for the Society for Community Research and Action, Miami, FL.**
44. Johnson, R., **Pitner, R.**, Freedman, D., & Smallwood, S. (2013, June). *Discrimination among African Americans: What does intersectionality have to do with it?* Paper presented at the biennial meeting for the Society for Community Research and Action, Miami, FL.
45. Freedman, D., **Pitner, R.**, Smallwood, S., Sharpe, P., Cole, J., & Hastie, S. (2013, June). *Creating healthy environments through community-generated, community-engaged, and community-level interventions*. Workshop presentation at the biennial meeting for the Society for Community Research and Action, Miami, FL.**
46. Yu, M., **Pitner, R.**, & Olate, R. (2013, January). *Correlates of the length of quitting among adolescent regular smokers: Findings from a national study*. Poster presented at the annual program meeting for the Society for Social Work and Research, San Diego, CA.
47. **Pitner, R.**, Freedman, D., Smallwood, S., Sharpe, P., Cole, J., Hunter, J., Webb, K., & Hastie, S. (2013, January). *Working with communities to generate community-level and community-engaged interventions to create healthy environments*. Workshop presented at the annual program meeting for the Society for Social Work Research, San Diego, CA.**
48. **Pitner, R.**, Freedman, D., & Bell, B. (2013, January). *Social capital and public housing residents' perceptions of neighborhood safety*. Paper presented at the annual program meeting for the Society for Social Work Research, San Diego, CA.
49. Sakamoto, I., **Pitner, R.**, Gutierrez, L., & Allan, B. (2012, November). *Facilitating genuine dialogue on diversity while instructors' own marginalized identities are evoked*. Think Tank presented as part of the Cultural Competence Track at the annual program meeting for the Council on Social Work Education, Washington, DC.
50. Yu, M., **Pitner, R.**, & Olate, R. (2012, October). *Racial and ethnic differences in predictors of the length of staying off cigarettes among adolescent regular smokers: Findings from a national study*. Poster presented at annual meeting for the American Public Health Association, San Francisco, CA.
51. Anderson, J., & **Pitner, R. (2012, August)**. *Effect of trauma on cognitive appraisals and self-perceptions of incarcerated women*. Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.**
52. **Pitner, R.**, Freedman, D., & Bell, B. (2012, August). *Public housing communities and perceptions of safety*. Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.

53. **Pitner, R.,** Freedman, D., & Bell, B. (2012, August). *Assessing the role of neighborhood social capital on public housing residents' perceptions of neighborhood safety*. Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.
54. Yu, M., **Pitner, R.,** Nebbit, V., Lombe, M., & Salas-Wright, C. (2012, August). *Understanding tobacco use among urban African American adolescents living in public housing communities*. Poster presented at the annual meeting for the American Psychological Association, Orlando, FL.
55. Smallwood S., Freedman D., **Pitner R.,** Sharpe P., Cole J.A., Webb K., & Hunter J. (2012, June). *Working Together for Healthier Communities: An Intervention to Generate Community-Level, Community-Engaged Interventions in a Low-Income Neighborhood*. Presented at the Intercultural Cancer Council's Biennial Symposium on Minorities, the Medically, Underserved, and Health Equity, Houston, TX.**
56. **Pitner, R.,** Freedman, D., & Bell, B. (2012, June). *Neighborhood social capital and public housing residents' perceptions of safety*. Poster presented at the IV International Conference of Community Psychology, Barcelona, Spain.
57. **Pitner, R.** (2012, June). *Toward civic engagement: Youth organizing in the 21st century*. In L. Gutierrez (Chair), *Interdisciplinary Scholarship for Community Practice in the 21st Century*. Invited presentation at the University of Michigan's Community Organizing Learning Community Symposium, Ann Arbor, MI.
58. Smallwood, S., Freedman, D., **Pitner, R.,** Sharpe, P., Cole, J.A., Webb, K., & Hunter, J. (2012, April). *Working with communities to generate community-level and community-engaged interventions to reduce health disparities*. Poster session presented at the James E. Clyburn Health Disparities Lectures Series, Moving from hope to action: Transforming research to eliminate health disparities across generations, Columbia, SC.**
59. Workman L.M., Freedman D.A., **Pitner R.,** Smallwood S., Cole J.A., Hunter J., Webb K. (2012, March). *Cultivating a vision for an urban community garden*. Poster session presented at the annual symposium of the University of South Carolina's Center for Research in Nutrition and Health Disparities, Columbia, SC.**
60. Browne, T., **Pitner, R.,** & Freedman, D. (2012, January). *The racialized context of health disparities: Considerations for social work research*. Paper presented at the annual program meeting for the Society for Social Work Research, Washington, DC.
61. Freedman, D.A., **Pitner, R.,** Hastie, S., & White-Johnson, R. (2012, January). *LENS: A strategy for disseminating photovoice artwork*. Symposium presentation at the Society for Social Work Research Annual Conference, Washington, DC.**
62. **Pitner, R.,** Freedman, D., & Bell, B. (2012, January). *Making public housing safer: Examining the predictors of perceived safety in public housing communities*. Poster presented at the annual program meeting for the Society for Social Work Research, Washington, DC.
63. Freedman, D.A., **Pitner, R.,** Powers, M., Hunter, B., & Hagler, K. (2011, October). *Moving from snapshot to civic action: Disseminating photovoice results to the community*. Roundtable presentation at the 139th Annual American Public Health Association Conference, Washington, DC.**
64. **Pitner, R.,** Browne, T. & Freedman, D.A. (2011, October). *The challenges of health disparities research and practice: Acknowledging the racialized context*. Poster presented at the annual program meeting for the Council on Social Work Education, Atlanta, GA.
65. **Pitner, R.,** Yu, M., & Brown, E. (2011, August). *Which crime has more impact? An examination of the effects of perceived crime and actual crime on community vigilance among African American residents*. Poster presented at the annual meeting for the American Psychological Association, Washington, DC.
66. **Pitner, R.,** Yu, M., & Brown, E. (2011, August). *Exploring the dynamics of middle aged and older adult residents' perceptions of neighborhood safety*. Poster presented at the annual meeting for the American Psychological Association, Washington, DC.
67. **Pitner, R.,** & Freedman, D. (2011, May). *Toward repaired window theory: Creating healthier environments through community engagement*. Paper presented at the biennial meeting for the Society for Community Research and Action, Chicago, IL.

68. Freedman, D., & **Pitner, R.**, Powers, M., & Hastie, S. (2011, May). LENS: A participatory approach for educating others about photovoice results. In D. Freedman (Chair), *Innovative approaches for engaging communities in research*. Symposium conducted at the biennial meeting for the Society for Community Research and Action, Chicago, IL.**
69. Freedman, D., Browne, T., & **Pitner, R.** (2011, May). *Conducting health disparities research in racialized contexts*. Paper presented at the Unsettling Feminism(s): Disrupting the Center, Dismantling Oppression(s), Transforming Social Work Unconference, Chicago, IL.
70. **Pitner, R.**, Freedman, D., Powers, M., & Hastie, S. (2011, May). LENS: A participatory approach for educating others about photovoice results. Paper presented at the Unsettling Feminism(s): Disrupting the Center, Dismantling Oppression(s), Transforming Social Work Unconference Chicago, IL.**
71. Powers, M., Freedman, D., **Pitner, R.**, & Paulin-Anderson, T. (2011, March). *Using photovoice to engage a public housing community in the examination of neighborhood context*. Poster presented at the annual meeting for the American Academy of Health Behavior, Hilton Head, SC.**
72. Yu, Mansoo, Nebbit, V.E., Lombe, M., & **Pitner, R.** (January 2011). The application of problem behavior theory to the understanding of tobacco use among African American youth living in urban public housing. Poster presented at the 15th annual conference of Society for Social Work and Research, Tampa, FL.
73. **Pitner, R.**, Yu, M., & Hitt, J. (2010, August). *Making neighborhoods safer: Examining the predictors of neighborhood crime risk*. Poster presented at the annual meeting for the American Psychological Association, San Diego, CA.**
74. Schmitz, C., Bryson, B.J., **Pitner, R.**, Saleeby, P.W., Starks, S. H., & Tijerina, M. (2009, November). *The intersectionality of diversity: Strengths, costs, and building blocks for change – Part I*. Paper series presented at the annual program meeting for the Council on Social Work Education, San Antonio, TX.
75. Tijerina, M., Bryson, B.J., **Pitner, R.**, Saleeby, P.W., Schmitz, C., & Starks, S. H. (2009, November). *The intersectionality of diversity: Strengths, costs, and building blocks for change – Part II*. Paper series presented at the annual program meeting for the Council on Social Work Education, San Antonio, TX.
76. **Pitner, R.**, & Sakamoto, I. (2009, August). Teaching students how to become critically conscious: The theory and its application. In I. Sakamoto & L. Gutierrez (Co-Chairs), *How do student develop critical consciousness? Concepts, tools, and evidence*. Symposium conducted at the annual meeting for the American Psychological Association, Toronto, Canada.
77. **Pitner, R.**, Astor, R., Lee, S. K., & Black, P. (2005, August). *Children's reasoning about gender stereotypes, physical strength, and retribution*. Poster presented at the annual meeting for the American Psychological Association, Washington, D.C.**
78. Hovmand, P. S. & **Pitner, R.** (2005, July). *Combining system dynamics, social networks, and geographic information systems*. Paper presented at the International System Dynamics Conference, Boston, MA.
79. Sakamoto, I., & **Pitner, R.** (2005, May). *Integrating critical consciousness in anti-oppressive social work practice: Disentangling power dynamics at personal and structural levels*. Paper presented at the annual conference of the Canadian Association of Schools of Social Work, London, Ontario, Canada.
80. **Pitner, R.** (2004, December). *The role of critical consciousness in multicultural practice: Examining how its strengths become its limitations*. Paper presented at the George Warren Brown School of Social Work's Faculty Research Forum. Washington University, St. Louis.
81. **Pitner, R.**, Lloyd, J., & Bell, V. (2004, July). *Creating the perception of safety among vulnerable groups: An evaluation of Operation SafeStreet*. Poster presented at the annual meeting for the American Psychological Association, Honolulu, HI.**
82. Astor, R., **Pitner, R.**, & Perkins-Hart, S. (2004, July). *Children's reasoning about danger in deteriorated neighborhoods*. Poster presented at the annual meeting for the American Psychological Association, Honolulu, HI.
83. **Pitner, R.**, Astor, R., Han, S. H., & Meyer, H. (2004, July). *Ranking violent transgressions: Assessing children's reasoning about psychological and physical harm*. Poster presented at the annual meeting for the American Psychological Association, Honolulu, HI.**

84. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., Zeira, A. (2004, March). *The effects of group stereotypes on adolescents' reasoning about spousal retribution*. Poster presented at the biennial meeting for the Society for Research on Adolescence, Baltimore, MD.
85. **Pitner, R.** (2003, September). *Social psychological theory and the potential for ethno-national cooperation in civic service programs*. Paper presented at the Global Service Institute International Research Symposium, Center for Social Development, Washington University in St. Louis, St. Louis, MO.
86. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., & Zeira, A. (2003, August). *Adolescents' approval of peer and spousal retribution: The role of group stereotypes*. Poster presented at the annual meeting of the American Psychological Association, Toronto, Canada.
87. **Pitner, R.**, Astor, R., Benbenishty, R., Haj-Yahia, M. M., & Zeira, A. (2003, April). *The effects of group stereotypes on adolescents' reasoning about peer retribution*. Poster presented at the biennial meeting for the Society for Research on Child Development, Tampa, Fla.
88. Sakamoto, I., & **Pitner, R.** (2002, June). *A dialogue between multicultural social work and anti-oppressive social work: How one perspective can inform the other*. Paper presented at the annual conference of the Canadian Association of Schools of Social Work, Toronto, Canada.
89. Astor, R.A., Benbenishty, R., Haj-Yahia, M., Zeira, A., **Pitner, R.**, Marachi, R., & Perkins-Hart, S. (2002, April). *Risky peer group behaviors as predictors of student victimization in elementary schools*. Paper presented at the annual meeting of the American Educational Research Association Conference, New Orleans, LA.
90. Astor, R.A., Benbenishty, R., Haj-Yahia, M., Zeira, A., **Pitner, R.**, Marachi, R., & Perkins-Hart, S. (2002, April). *The contributions of high risk peer group behaviors on junior high school students' victimization*. Paper presented at the annual meeting of the American Educational Research Association Conference, New Orleans, LA.
91. Astor, R., Meyer, H., & **Pitner, R.** (1999, April). *Elementary and middle school students' perceptions of safety: An examination of violence prone school subcontexts*. Paper presented at the annual meeting of the American Educational Research Association Conference, Montreal, Canada.
92. Astor, R., **Pitner, R.**, Meyer, H., & Vargas, L. (1999, March). *The most violent event at school: A ripple in the pond*. Paper presented at the annual meeting of the Council on Social Work Education, San Francisco, CA.
93. Astor, R., Meyer, H., Vargas, L. & **Pitner, R.** (1998, April). *The worst event that could happen: Giving voice to social workers*. Paper presented at the annual meeting of the American Educational Research Association Conference, San Diego, CA.
94. Davis, M., **Pitner, R.**, & Azocar, C. (1998, June). *Cross-cultural analysis of the correlates of loneliness*. Poster presented at the annual meeting of the Society for the Psychological Study of Social Issues, Ann Arbor, MI.
95. **Pitner, R.** (1994, May). *Research on ethnicity*. Paper presented at the annual meeting of the Michigan Graduate Psychology Conference, University of Michigan, Ann Arbor, MI.
96. **Pitner, R.** (1994, May). *Gender, nonverbal communication, and dominance*. Paper presented at the annual meeting of the Michigan Graduate Psychology Conference, University of Michigan, Ann Arbor, MI.
97. Brinn, S., Baird, A., & **Pitner, R.** (1994, March). *Gender and family status: Adjustment to family and peer relationships*. Poster presented at the annual meeting of the Southeastern Psychological Association, New Orleans, LA.
98. **Pitner, R.**, & Brinn, S. (1993, March). *Ethnic variations in relationships*. Poster presented at the annual meeting of the Southeastern Psychological Association, Atlanta, GA.
99. Travis, C., & **Pitner, R.** (1993, March). *Gender, nonverbal communication, and dominance*. Poster presented at the annual meeting of the Southeastern Psychological Association, Atlanta, GA.

FEATURED AND/OR QUOTED IN MAGAZINES, NEWSPAPERS / ALTERNATIVE NEWSPAPERS, NEWSLETTERS, VIDEOS, ONLINE NEWS PUBLICATIONS, AND TELEVISION/ RADIO PROGRAMMING

I. Online News Publications/ Blogs

1. Featured on Economic Justice Law Review website (2017), “Race-neutral alternatives in law school” See <https://www.economicjusticeclawreview.com/ejlrblog/2017/10/17/eboni-nelson-ronald-pitner-carla-pratt-on>
2. Featured on Associated Press website (2017), “Colleges need affirmative action – but it can be expanded” See <https://www.chicagotribune.com/sns-colleges-need-affirmative-action-but-it-can-be-expanded-82633-20170821-story.html>
3. Featured on *The Conversation* website (2017), “Colleges need affirmative action – but it can be expanded” See <https://www.theconversation.com/colleges-need-affirmative-action-but-it-can-be-expanded-82633>
4. Featured on *Campus Reform* website (2017), “Color-blindness is ‘unethical,’ USC profs declare” See <https://www.campusreform.org/?ID=9502>
5. Featured on *Education News* website (2017), “University of So. Carolina professors: Color-blindness is ‘unethical’” See <https://www.truthrevolt.org/news/university-so-carolina-professors-color-blindness-unethical>
6. Featured on *Legal Insurrection* website (2017), “Profs claim color blindness to race is unethical” See <https://legalinsurrection.com/2017/profs-claim-color-blindness-to-race-is-unethical/>
7. Featured on *The Raging Freedom* website (2017), “Color-blindness is ‘unethical,’ USC profs declare” See <https://ragingfreedom.com/2017/07/28/color-blindness-is-unethical-professors-declare/>
8. Featured on *Truth Revolt* website (2017), “University of So. Carolina professors: Color-blindness is ‘unethical’” See <https://educationviews.org/university-so-carolina-professors-color-blindness-unethical/>
9. Featured on *The New Under Ground Church-Changing Times* website (2017), “University of So. Carolina professors: Color-blindness is ‘unethical’” See <https://newundergroundchurch.blogspot.com/2017/07/university-of-so-carolina.html>
10. Featured and quoted on Soda City BizWire.com website (2017), “Llewellyn J. Cornelius to deliver annual Newman Lecture at USC” See <http://sodacitybizwire.com/llewellyn-j-cornelius-to-deliver-annual-newman-lecture-at-usc>
11. Featured on *The Fine Print* website (2016), “UofSCLaw Prof. Nelson receives grant to study viability of race-neutral admissions policies at law schools” See <http://thefineprint.scschooloflaw.org/uofscslaw-prof-nelson-receives-grant-to-study-viability-of-race-neutral-admissions-policies-at-law-schools/>
12. Featured and quoted on NoBullying.com website (2015), “Cora Delille – another teen bullying suicide” See <https://nobullying.com/cora-delille/>
13. Featured on *The Atlantic Cities Place Matters* website (2013), “Why the lowest income families might care the most about their neighborhoods” See <http://m.theatlanticcities.com/neighborhoods/2013/07/why-lowest-income-people-care-most-about-their-neighborhoods/6113/>
14. Featured on *National Affairs* website (2013), “Where you live” See <http://www.nationalaffairs.com/blog/detail/findings-a-daily-roundup/where-you-live>
15. Featured on the *University of Missouri, News Bureau* website (2013), “Neighborhood residents with lowest incomes most likely to care about their communities, MU researcher finds” See <http://munews.missouri.edu/news-releases/2013/0701-neighborhood-residents-with-lowest-incomes-most-likely-to-care-about-their-communities-mu-researcher-finds/>
16. Featured and quoted on the *University of South Carolina* website (2013), “Breakthrough” See http://www.sc.edu/rising_stars/#
17. Featured on the *University of South Carolina, College of Social Work* website (2013) “Assessing community change through photography” See <http://cosw.sc.edu/29-research-projects/202-assessing-community-change-through-photography>

18. Featured on the *University of South Carolina, College of Social Work* website (2013) "Breakthrough Star: Dr. Ronald Pitner" See <http://cosw.sc.edu/about-the-college/news/262-breakthrough-star-dr-ronald-pitner>
19. Featured and quoted on the *University of South Carolina, College of Social Work* website (2013) "Highlighted research, engaging communities: Growing change in our communities" <http://www.cosw.sc.edu/research/highlighted-research/136-growing-change-in-our-communities>
20. Featured and quoted on the *What is Correct in the School Environment Blog* (2012) "Analysis 1: Bullying and school safety" See <http://schoolcorrect.blogspot.com/2012/02/what-is-correct-in-school-environment.html>
21. Featured on the *University of South Carolina* website (2012), "President's Report Series: Focus on health" See http://www.sc.edu/focus_report/health.php
22. Featured in the WACH Fox News Center website (2012) "Communities awarded money for improvements" See <http://www.midlandsconnect.com/news/story.aspx?id=715251>
23. Featured and quoted on the *University of South Carolina's* website (2012) "College of Social Work helping communities be safer, healthier" See <http://www.sc.edu/news/newsarticle.php?nid=2838>
24. Featured on the *University of South Carolina, College of Social Work* website (2011-2012) "USC College of Social Work launches center for low-income neighborhoods" See <http://cosw.sc.edu/news/598-usc-college-of-social-work-launches-center-for-low-income-neighborhoods->
25. Featured on the *University of South Carolina, College of Social Work* website (2011-2012) "WISTV talks with the Community Empowerment Center" See <http://ceccolumbia.cosw.sc.edu/in-the-news-home/55-wistv-talks-with-the-community-empowerment-center>
26. Featured and quoted in the *University of South Carolina's Development and Alumni Relations* website (2011) "Photovoice: Turning snapshots into healthier communities" See http://giving.sc.edu/news.aspx?article_id=76
27. Featured and quoted in the *University of South Carolina's McKissick Museum* website (2011) "McKissick Museum exhibit focuses on public housing" See <http://www.sc.edu/news/newsarticle.php?nid=1505>
28. Featured and quoted in *College Media Network* (July 21, 2010), "USC researchers receive grant to improve high-crime areas" See <http://news.collegemedianetwork.com/>
29. Featured and quoted in *Columbia Regional Business Report* (July 12, 2010) "USC researchers receive grant to improve Columbia neighborhood" See <http://www.columbiabusinessreport.com/news/35021>
30. Featured and quoted in *midlandsbiz: Business in Columbia, SC* (July 9, 2010) "USC researchers receive grant to improve Columbia neighborhood" See <http://www.midlandsbiz.com/articles/5752/>
12. Featured and quoted in *University of South Carolina, College of Social Work* website (2010-2011) "Dr. Darcy Freedman and Dr. Ron Pitner receive 3 year Kresge Foundation grant" See <http://www.cosw.edu/researchers-in-the-news/412-dr-darcy-freedman-and-dr-ron-pitner-recieve-3-year-kresge-froundation-grant>
13. Quoted in *Michigan Policy Network: Criminal Justice* (May 4, 2010) "Anti-bullying policy in Michigan" See <http://www.michiganpolicy.com/>
14. Featured in *Poppert's Blog* (May 1, 2010) "Bullying incidents turns tragic: 3 ways to protect students" See <http://poppert.wordpress.com/2010/05/01/bully-incidents-turn-tragic-3-ways-to-protect-students/>
15. Featured and quoted on the *University of South Carolina's* website (2010) "Kresge grant to improve Columbia neighborhoods" See <http://www.sc.edu/news/newsarticle.php?nid=1104>
16. Featured on the *University of South Carolina, Office of the Provost* website (2009) "Faculty Excellence Initiative (FEI) 2004-2009 Awards" See <http://www.sc.edu/provost/FEIAwards.pdf>
17. Quoted in *National School Safety and Security Services* (July, 2009) "Bullying and school safety" See <http://www.schoolsecurity.org/trends/bullying.html>
18. Quoted in *National School Safety and Security Services* (July 8, 2009) "School safety congressional testimony house education and labor committee joint subcommittee hearing on strengthening school safety – July 8, 2009. Joint subcommittee hearing of the Subcommittee on Early Childhood, Elementary and Secondary Education, and the Subcommittee on Healthy Families and Communities. See http://www.schoolsecurity.org/news/House_Education09.html

19. Quoted in *U.S. Government Printing Office* (**July 8, 2009**) "Strengthening school safety through prevention of bullying" See <http://www.gpo.gov>
20. Featured and quoted in *HIV/AIDS Prevention Resources for Educators*, 5(3) (**Winter 2006/07**), "Schools need to focus on bullying hotspots" See <http://www.bccpd.bc.ca/docs/2006-7winter.pdf?LanguageID=EN-US>
21. Featured and quoted in *Art & Living* (**November 24, 2006**), "Schools need to focus on bullying 'hotspots,' not just the bullies" See http://cairogate.com/arts/2006/bullying_hotspots.html
22. Featured and quoted in *Scholastic* (**October 20, 2006**), "Bullying 'hotspots': An expert talks to Scholastic news online about bullying" See <http://www2.scholastic.com/browse/article.jsp?id=7740>
23. Featured and quoted in *WordPress* (**October 2006**), "Researcher: Kids identify bullying 'hotspots' in schools" See <http://heygrrrl.wordpress.com/>
24. Featured and quoted in *The Hall Monitor* (**September 20, 2006**), "School bullies" See <http://hallmonitor.lohudblogs.com/2006/09/20/school-bullies/>
25. Featured and quoted in *UPI.com* (**August 23, 2006**), "Health news: Geography key to bullying" See http://www.upi.com/Health_News/2006/08/23/School-geography-key-to-bullying/UPI-25581156355622/
26. Featured and quoted in *Media Blog* (**August 20, 2006**), "Focus on bullying hotspots" See http://www.blogspan.org/blogs/permalinks/8-2006/focus-on-bullying_hotspots.html
27. Featured and quoted in *Violencia Escolar y Bullying* (**August 16, 2006**), "School needs to focus on bullying hotspots, not just the bullies...News from Washington University" See <http://www.bullying-in-school.info/es/content/enlaces-y-recursos/noticias/single-news.html>
28. Featured and quoted in *HighBeam Research* (**Tuesday, August 15, 2006**), "Adolescent violence expert Pitner, says schools need to focus on bullying hotspots, not just bullies" See <http://www.highbeam.com/doc/1P3-1095462581.html>
29. Featured in *Violence in youth* (**May 14, 2006**), "Teen revenge: Study examines how stereotyping plays a role in adolescents' approval of violent behavior" See <http://samanthaspelations.blogspot.com/>
30. Featured in *Education Week Teacher* (**October 1, 1999**), "Danger zones" See <http://www.edweek.org/tm/articles/1999/10/01/02find.h11.html>
31. Featured in *News Service, University of Michigan's Office of the Vice President for Global Communications* (**May 16, 1999**), "Schools can help stem violence by taking charge of public areas" by Bernie DeGroat. See <http://ns.umich.edu/new/releases/2741Schools%20can%20help%20stem%20violence%20by%20taking%20charge%20of%20public%20areas%20>

II. Newspapers/ Alternative Newspapers

1. Featured and quoted on *Carolina Panorama Newspaper* website (**2017**), "Llewellyn J. Cornelius to deliver annual Newman Lecture at USC" See <http://bloximages.newyork1.vip.townnews.com/carolinapanorama.com/content/tncms/assets/v3/eedition/1/1b/11b57140-b7b7-5a1a-b079-9c17df4cc31e/589bc05577104.pdf.pdf>
2. Featured on *San Francisco's Alternative Online Daily, BeyondChron* website (**2013**), "Why the lowest income families might care the most about their neighborhoods" See <http://beyondchron.org/news/index.php?itemid=11562>
3. Featured in the *Socioeconomic Status Convention Highlights*, American Psychological Association 112th Annual Convention (**August 2-5, 2012**), "Public housing communities and perceptions of safety" See <http://www.apa.org/convention/ses-highlights.pdf>
4. Featured in the *Socioeconomic Status Convention Highlights*, American Psychological Association 112th Annual Convention (**August 2-5, 2012**), "Assessing the role of neighborhood social capital on public housing residents' perceptions of safety" See <http://www.apa.org/convention/ses-highlights.pdf>
5. Featured in *Carolinian* (**Winter 2012**), "Philanthropy works: Strengthening community from the inside out" by Gary Snyder.

6. Featured and quoted in *The Daily Gamecock* (Friday, September 23, 2011), "USC College of Social Work launches center for low-income neighborhoods" See <http://www.dailygamecock.com/news/item/2209-usc-college-of-social-work-launches-center-for-low-income-neighborhoods>
7. Featured and quoted in *The Daily Gamecock* (Friday, September 23, 2011), "USC College of Social Work launches center for low-income neighborhoods" See <http://www.dailygamecock.com/news/item/2209-usc-college-of-social-work-launches-center-for-low-income-neighborhoods>
8. Featured and quoted in *freetimes: Columbia News & Art* (January 25 – 31, 2011), "Columbia's public housing residents tell their own stories" by Craig Brandhorst. See http://www.free-times.com/index.php?cat=121304064644348&z_Issue_ID=11012501114428213&ShowArchiveArticle_ID=11012501111866025
9. Featured and quoted in *The Daily Gamecock* (Tuesday, January 25, 2011), "From snapshot to civic action" See <http://www.dailygamecock.com/mix/item/320-from-snapshot-to-civic-action>
10. Featured in *The Prestonian: The weekly newsletter of Preston Residential College* (January 24 – 30, 2011), "From snapshot to civic action: Creating healthy environments through community engagement" See http://preston.sc.edu/pdf/PrestonNewsletter01-24_01-30_2011.pdf
11. Featured and quoted in *The Southern Illinoian* (October 11, 2006), "Ending school violence" See http://thesouthern.com/lifestyles/health_med_fit/health/article_5da0a416-cf44-5021-ad0f-8f2cbc33a024.html
12. Featured and quoted in *Riverfront Times* (October 11, 2006), "Bully for you" See <http://www.riverfronttimes.com/2006-10-11/news/bully-for-you/>

III. Television/Radio Programming

1. Featured and quoted on ABC-Columbia News (Taped and aired on September 20, 2011). Title: "Local community gets empowered" See <http://www.abccolumbia.com/news/local/Local-Community-Gets-Empowerment-130248263.html>
2. Featured on WISTV News (Taped and aired on February 3, 2012). Title: "Grants paying for community upgrades" See <http://www.wistv.com/story/16673916/grants-paying-for-community-upgrades>
3. Featured on WOLO (ABC-Columbia) (Aired on September 20, 2011). Title: "Local community gets empowerment." See <http://www.abccolumbia.com/news/local/Local-Community-Gets-Empowerment-130248263.html>
4. Featured on WLXC-FM 103.1 (Columbia) "NTouch with Judi Gatson" (Aired on February 13, 2011). Darcy Freedman featured, Title: "From snapshot to civic action photovoice project."
5. Featured and quoted on WLTX News (Taped and aired on July 16, 2010). Title: "Researchers hope to change Columbia high crime communities." See <http://www.wltx.com/news/story.aspx?storyid=90381>

PROFESSIONAL TEACHING EXPERIENCE

I. Professional Courses Taught at the University-Level

1. Linking Theory to Research through Conceptual Models (Graduate level-PhD)
2. Evaluating Social Work Practice (Graduate level-MSW – taught in Seoul, South Korea)
3. Evaluation of Programs and Services (Graduate level-MSW)
4. Evaluation Research in Social Work (Graduate level-MSW)
5. Exploring Diversity and Social Justice in Social Work Practice (Graduate level-MSW; also taught in Seoul, South Korea)
6. Global Social Welfare and Human Rights (Undergraduate level-BSW/BA/BS)
7. Human Behavior (Graduate level-MSW)
8. Human Behavior in the Social Environment II (Graduate level-MSW)

9. Human Diversity (**Graduate level-MSW**)
10. Introduction to Psychology (**Undergraduate level-BA/BS**)
11. Social Work with Diverse and Oppressed Populations (**Undergraduate level-BSW**)
12. Social Work Research Methodologies (**Graduate level-MSW**)

II. Teaching Assistantships at the University-Level

1. Statistics in Psychology. University of Tennessee, Department of Psychology (**Undergraduate level-BA/BS**), Professor: William Calhoun, PhD.
2. Abnormal Psychology. University of Tennessee, Department of Psychology (**Undergraduate level-BA/BS**), Professor: Wesley Morgan, PhD.

PROFESSIONAL SERVICE

I. University-Level, University of South Carolina

1. COMMITTEE MEMBER

- College of Social Work Dean Search Committee, Office of the Provost (**2010 – 2011; 2016 – 2017**)
- Center for Civil Rights History and Research, University Libraries and the College of Arts & Sciences (**2015, 2016, 2017, 2018**)
- College of Social Work Dean's Review Committee, Office of the Provost (**2015**)
- Planning Committee for *SEC Universities: Uniting Voices for Social Change* Workshop, Office of the Associate Vice President for Student Life/ Development (**2015**)
- Social Sciences Grant Review Committee, Office of the Provost (**2012 – 2014**)
- Aspire II Grant Review Committee, Office of the Vice President for Research (**2013**)
- Faculty Focus Group on University Marketing Strategy, Division of Communication (**2012**)

II. University-Level, Washington University in St. Louis

1. COMMITTEE MEMBER

- Interdisciplinary Committee, George Warren Brown School of Social Work on PhD. Program (**2006**)
- Chancellor's Fellowship Selection Committee (**2003 – 2006**)
- John B. Ervin Scholars Program for Black Americans Selection Committee (**2003 – 2006**)
- Professional and Graduate Student Coordinating Committee (**2003 – 2005**)
- W.E.B. Dubois Award Selection Committee (**2003**)

III. College of Social Work, University of South Carolina

1. COMMITTEE MEMBER

- MSW Program Committee (**2018 – present**)
- Admissions Committee (**2018 – present**)
- Diversity and Inclusion Committee (**2016 – 2017**)
- Clinical Faculty Annual Review Committee (**2016; 2018 - present**)
- Doctoral Program Committee (**2011 – 2013; 2015 – 2017; 2018 - present**)
- Tenure and Promotion Committee (**2014 – present**)
- Faculty Recruitment Committee (**2009 – 2014**)
- Ad hoc Review Committee for Research Faculty Promotion (**2014**)
- Ad hoc Reviewer for 714 Advance Standing Summer Students (**2014**)
- Foundation Revision Committee (**2013**)
- Diversity Course Revision Sub-committee (**2013**)

- HBSE I Course Revision Sub-committee (2013)
 - Dean's Advisory Committee (2011 – 2012)
 - Undergraduate Program Committee (2010 – 2012; 2018 - present)
 - Curriculum Review Committee (2009 – 2012)
 - Ad Hoc Research Assistant Faculty Recruitment Committee (2009 – 2010)
 - Ad Hoc Committee on Governance (2009 – 2010)
 - Research Committee (2009 – 2010)
2. **LEAD TEACHER**
-Exploring diversity and social justice in social work practice; SOWK 714 (2014 – 2017)
 3. **PEER OBSERVATIONS**
-Conducted Teaching Peer Observations of COSW Faculty (2014 – present)
 4. **ADMISSIONS FOR ADVANCED STANDING STUDENTS**
-Reviewer of Advance Standing Students' Diversity Syllabi for Waiver (2015, 2016, 2017)
 5. **FACILITATOR**
-BSW Orientation; Facilitator for Diversity Experience (2010 – 2015)
 6. **COORDINATOR**
-Ethics and Social Justice Content Area (2010 - 2012)
-Diversity Content Area (2009 – 2010)
 7. **FIELD INSTRUCTOR**
-Field Instructor for Two MSW Foundation Students (2011 – 2012)
 8. **CLASSROOM GUEST LECTURER**
-College of Pharmacy, University of South Carolina (2009, 2010)
-College of Social Work, University of South Carolina (2010, 2011, 2015)
-Department of Psychology, University of South Carolina (2010)
-School of Public Health, University of South Carolina (2012, 2013)
-School of Social Work, University of Michigan (2015)
 9. **FACULTY ASSOCIATE**
-I. DeQuincey Newman Institute for Peace and Social Justice (2009)
 10. **FACULTY ADVISOR**
-MSW Students (2009 – present)
-PhD Students (2009 – present)
 11. **FIELD LIAISON**
-Liaison for MSW Foundation and Concentration Field Students (2009 – present)
 12. **CURRENT DOCTORAL DISSERTATION COMMITTEES**
 - Chair**
-Timothy Cross (Social Work): Voice and representation of the poor and marginalized in online media during the 2013 government shutdown. (Ronald O. Pitner, PhD., Chair).
 - Member**
-Mary Ann Priester (College of Social Work): Childhood adversity and social and individual

determinants of behavioral health service utilization among adolescents and young adults in a community sample. (Bethany Bell, PhD., Chair).

13. PAST DOCTORAL DISSERTATION COMMITTEES

-Chair

- Kyunghee Ma (2017; Social Work): *Acculturation stress and depression among international graduate students from China and India at the University of South Carolina.* (Ronald O. Pitner, PhD., Chair).
- Joyece Anderson (2015; Social Work): *Vocational readiness: The effect of pre-prison and incarceration-based trauma on cognitive appraisals and self-perceptions of incarcerated women.* (Ronald O. Pitner, PhD., Chair).

-Member

- Nicole Abraczinskas (2017; Department of Psychology): *A youth participatory action research project with youth and adult allies to promote a physical activity related change.* (Nicole Zarrett, PhD., Chair).
- Tamara Savage (2017; Social Work): *End-stage renal disease and medication adherence: What are the effects of everyday discrimination and distrust of the healthcare system?* (Teri Browne, PhD., Chair).
- Taylor Brickley (2014; Criminology and Criminal Justice): *Development and maintenance of attitudes toward police in two public housing communities.* (Jeffrey Rojek, PhD., Chair).
- David Asiamah (2014; Department of Psychology): *Changing community attitudes about homelessness: Expert opinions and visual persuasion.* (Bret Kloos, PhD., Chair).
- Mugdha Galande (2012; Social Work): *Effects of family SES, multiple types of child abuse, and parental attachment: Analysis of the National Longitudinal Study on Adolescents Health (ADD Health).* (Naomi Farber, PhD., Chair).

14. DOCTORAL WRITTEN COMPS COMMITTEE

-Member

- Kinjal Pandya (2017; Department of Psychology): *Clinical/Community Psychology.* (Cheryl Armstead, Chair).
- Michelle Abraczinskas (2016; Department of Psychology): *Clinical/Community Psychology.* (Nicole Zarrett, Chair).

15. DOCTORAL ORALS COMMITTEE

-Member

- Kinjal Pandya (2017; Department of Psychology): *Clinical/Community Psychology.* (Cheryl Armstead, Chair).
- Michelle Abraczinskas (2017; Department of Psychology): *Clinical/Community Psychology.* (Nicole Zarrett, Chair).

16. DOCTORAL INTERNSHIP COMMITTEE

-Member

- David Asiamah (2013; Department of Psychology): *Community Internship in Clinical/Community Psychology.* (Bret Kloos, Chair).

17. DOCTORAL STUDENT RESEARCH PRACTICA SUPERVISION

-Supervisor

- Kyunghee Ma (2016 – 2017)

18. DOCTORAL STUDENT TEACHING PRACTICA

-Supervisor

- Kyunghee Ma (SOWK 714): *Exploring diversity and social justice in social work practice*
- Mary Ann Priester (SOWK 714): *Exploring diversity and social justice in social work practice*
- Jennie Ann Cole (SOWK 331): *Social work with diverse and oppressed populations*

IV. George Warren Brown School of Social Work, Washington University**1. COORDINATOR**

- Children, Youth, and Families Concentration, MSW Concentration Area (2003 – 2006)

2. MEMBER

- Personnel Advisory Committee (2005 – 2006)
- Academic and Professional Integrity Committee (2005 – 2006)
- Curriculum Committee (2003 – 2006)
- MSW Admissions Committee (2002 – 2006)
- Whitney M. Young Selection Committee (2002 – 2006)
- Educational Resource Committee (2002 – 2004)
- Nominating Committee (2002 – 2004)
- Outstanding Practicum Student Award Selection Committee (2002 – 2003)
- MSW Recruitment Committee (2002 – 2003)

3. FACULTY ASSOCIATE

- Center for Social Development. Washington University in St. Louis (2002 – 2006)

4. CO-TRAINER

- MSW Orientation Diversity Awareness Training for Faculty, Staff, and Students (2005 – 2006)

5. CO-FACILITATOR

- MSW Orientation Self-Awareness for Social Work Practice in a Multicultural World (2003 – 2006)

6. FACULTY ADVISOR

- Whitney M. Young Fellows (2003 – 2006)
- HUES Student Group (2002 – 2005)
- MSW Students (2002 – 2005)

7. GUEST LECTURER

- Lecturer at Washington University's Graduate School Joint Recruitment Day (2005)
- School of Social Work (2004)

8. FIELD LIAISON

- Liaison for MSW Foundation and Concentration Field Students (2002 – 2006)

9. LEAD TEACHER

- Human Behavior (2002 – 2003)

10. PAST DISSERTATION COMMITTEES**-Member**

- ManSoo Yu (2006; **Social Work**): *Alcohol and illicit drug use problems in American Indian youth: Multiple, interactive, and joint determinants and their implications.* (Arlene Stiffman, PhD., Chair).
- D. Lisa Cothran (2005; **Department of Psychology**): *An examination of the role of emotion in the*

perception of threat posed by Black faces: An extension of the Payne (2001) paradigm. (Randy Larsen, PhD., Chair).

-Michal Grinstein-Weiss (2004; Social Work): *IDAs for housing policy: Analysis of savings outcomes and racial differences.* (Michael Sherraden, PhD., Chair).

-Hsi-Sheng Wei (2004; Social Work): *Bullying behaviors among Taiwanese 7th graders: Differential risk factors and psychosocial maladjustment of bullies and victims.* (Melissa Jonson-Reid, PhD., Chair).

-Portia Adams (2003; Social Work): *Understanding the high self-esteem of Black adolescent girls.* (James Herbert Williams, PhD., Chair).

11. **DOCTORAL STUDENT TEACHING ASSISTANT**

-Supervisor

-ManSoo Yu (S50-5050): *Evaluation of Programs and Services*

-Vivia McCutcheon (S15-5015): *Human Diversity*

-Bipasha Biswas (S15-5011): *Human Behavior*

V. **Disciplinary**

1. **Committee Member**

-CSWE Council on Racial, Ethnic, and Cultural Diversity (2009 – 2012)

-Affilia Program Committee for the *Unsettling Feminism(s): Disrupting the Center, Dismantling Oppression(s), Transforming Social Work* Unconference. (2010 – 2011)

-Interdisciplinary Institute for Children and Youth. Washington University in St. Louis. (2004)

2. **Consulting Editor**

-*Social Work Research* (2011 – 2017)

3. **Ad Hoc Reviewer**

-*American Journal of Orthopsychiatry* (2010, 2011, 2014, 2016, 2018)

-*Arete* (2010)

-*Assessments* (2005)

-*Child Development* (2012, 2013, 2015)

-*Children and Youth Services Review* (2017)

-*Clinical Child and Family Psychology Review* (2013)

-*Cultural Diversity and Ethnic Minority Psychology* (2011)

-*Elementary School Journal* (2010, 2011)

-*Gerontological Social Work* (2011)

-*Journal of Community Practice* (2013, 2016)

-*Journal of Community Psychology* (2013)

-*Journal of Environmental Psychology* (2013, 2014, 2015, 2016, 2017)

-*Journal of Gerontological Social Work* (2011, 2013)

-*Journal of Homosexuality* (2011)

-*Journal of Interpersonal Violence* (2012, 2013, 2014, 2015, 2016, 2017, 2018)

-*Journal of Pediatrics* (2012)

-*Journal of School Violence* (2010)

-*Journal of Social Service Research* (2004)

-*Journal of the Society for Social Work and Research* (2013)

-*Psychology of Women Quarterly* (2014)

-*Review of Educational Research* (2011)

-*Social Work Research* (2011, 2012, 2013, 2014, 2015, 2016, 2017)

-*Trauma, Violence, and Abuse* (2012, 2013, 2014)

-*Urban Affairs* (2016)

4. **Book Prospectus Reviewer**

- Hip hop-centered interventions for youth: Genesis, theory & evidence-based applications*. Washington, DC: NASW Press. (2015)
- Combined destinies: Whites sharing grief about racism*. Jealous & Haskell. New York: Columbia University Press. (2012)
- Handbook of race, racism, and the developing child*. Quintana, Levy, & McKown. Hoboken, NJ: Wiley Press. (2005)

5. **Book Reviewer**

- Confronting oppression and restoring justice: From policy analysis to social action*. van Wormer, Kaplan, & Juby. Alexandria, VA: CSWE Press (2012)

6. **Chapter Reviewer**

- The social dimensions for assessing social functioning*. In J. Ashford, C. Lecroy, & K. Lortie, *Human behavior in the social environment: A multidimensional perspective*. (2004)

7. **Conference Proposal/Abstract Reviewer**

- American Psychological Association Annual Program (2014)
- Society for Social Work and Research Annual Program (2005)

VI. Community

1. **Member**

- Board of Trustees, Sisters of Charity Foundation of South Carolina, Columbia, SC (2018 – present)
- Action Council Cross Cultural Planning Committee, Columbia, SC (2012 – 2013)
- Board of Directors for the Family Support Council, St. Louis, MO (2006)
- Board of Directors for Sherwood Forest Camp, Inc., St. Louis, MO (2002 – 2006)

2. **Conference Moderator**

- Action Council for Cross Cultural Mental Health and Human Services' 35th Annual Cross Cultural Conference. Moderated two panels. (2013)

3. **Consultant**

- Lyon Street Community Health Care Needs Assessment, Providence Hospital of Columbia, SC (2012)
- Operation SafeStreet and Model Citizens TeamSweep in St. Louis, MO (2003 – 2006)

3. **Facilitator**

- River Bluff High School Senior Day Facilitations and Dialogues, Lexington, SC (2017)

PROFESSIONAL LEADERSHIP

1. **Associate Dean for Curriculum (2018 – Present)**

2. **Fellow**

- Pipeline for Academic Leaders Program (PAL), Office of the Provost, University of South Carolina (2014 – 2015)

3. **Member**
 - Board of Trustees, Sisters of Charity of South Carolina, Columbia, SC (2018 – present)
 - Action Council Cross Cultural Planning Committee, Columbia, SC (2012 – 2013)
 - Board of Directors for the Family Support Council, St. Louis, MO (2006)
 - Board of Directors for Sherwood Forest Camp, Inc., St. Louis, MO (2002 – 2006)
4. **Endowed Chair and Director, I. DeQuincey Newman Institute for Peace and Social Justice**
 - Organizer and Host, Annual Newman Institute Lecture (2014 – 2018)
 - Co-Organizer and Host, Annual Newman Institute Call to Action (2016, 2017, 2018)
 - Co-Organizer of Newman-Sponsored student event: Young, black, and gay (2018)
 - Co-Organizer, The Poverty Factor Training Series (2016)
 - Participant, Poverty Factor Training Series (2016)
 - Supervisor, Newman Institute Doctoral Student Assistant (2015 – 2016)
 - Organizer and Host, Newman Institute Seat at the Table Social Justice Dialogue (2015)
 - Host, Student-Led Social Justice Snack Chats (2014 – 2016)
 - Co-Sponsored lecture series with African American Studies Program (2014)
 - Brown Bag Discussion Co-Facilitator (2014)
 - Co-Facilitator of a Youth Session for My Brother's Keeper Local Action Summit Sponsored by Steve Benjamin, Mayor of the City of Columbia. (2014)
 - Co-Host, Social Media Dialogues on Newman Institute Facebook page (2013 – 2015)
 - Supervisor, Post-Doctoral Fellow (2013 – 2014)
 - Organizer and Facilitator, Advisory Council Meetings (2013 – 2018)

PROFESSIONAL PRACTICE EXPERIENCE

1. **Accreditation**
 - Academy of Certified Social Workers/ ACSW (1997 - present)
2. **School Violence Intervention Researcher and Practitioner**
 - Social Work Research Development Center on Poverty, Risk, and Mental Health University of Michigan, Ann Arbor, MI. Supervisor: Ron Avi Astor, PhD, MSW. (1995 – 2000)
3. **Social Work Intern**
 - Department of Psychiatry, Adult Outpatient Clinic; Mood & Anxiety Disorders Clinic
University of Michigan Medical Center, Ann Arbor, MI. Supervisor: Kitty Morelock, MSW (1994)
4. **Social Work Intern Researcher**
 - Department of Psychiatry, Anxiety Disorders Clinic (Inpatient)
 - Bashful Bladder Syndrome Research Project
University of Michigan Medical Center, Ann Arbor, MI. Supervisor: Joseph Himle, PhD (1994)
5. **Behavioral Analyst**
 - Open Arms Care Corporation, Chattanooga, TN (1991)

MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

Member, American Psychological Association (APA)
Member, Association for Contemplative Mind in Higher Education (ACMHE)
Member, Council for Social Work Education (CSWE)
Member, National Association of Social Workers (NASW)
Member, Society for Community Research and Action (SCRA)
Member, Society for the Psychological Study of Social Issues (SPSSI)
Member, Society for Social Work and Research (SSWR)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2016-CP-43-01521

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

**ORDER DENYING DEFENDANT’S
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT
OR, IN THE ALTERNATIVE, A NEW
TRIAL**

This matter comes before the Court on Defendant’s Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial. This Court has thoroughly reviewed the arguments Defendant raised in her directed verdict motion at trial and renewed in her present JNOV motion. For the reasons set forth herein and those reasons set forth in the record at trial when these issues were originally raised, the Court denies Defendant’s Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial.

I. STANDARD OF REVIEW

A motion for judgment notwithstanding the verdict is merely a renewal of the directed verdict motion. *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 331, 732 S.E.2d 166, 171 (2012). “[O]nly the grounds raised in the directed verdict motion may properly be reasserted in a JNOV motion.” *Id.* at 331, 732 S.E.2d at 170–71. In determining a motion for judgment notwithstanding the verdict, the Court views the evidence and all reasonable inferences in a light most favorable to the non-moving party. *Wright v. Craft*, 372 S.C. 1, 18, 640 S.E.2d 486, 495–96 (Ct. App. 2006). When considering JNOV motions, this Court does not have authority to decide credibility issues or to resolve conflicts in the testimony or evidence. *Id.*

JNOV motions must be denied where either the evidence yields more than one inference or its inference is in doubt. *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006); *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 418 (Ct. App. 2000). A motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict. *Crossley v. State Farm Mut. Auto. Ins. Co.*, 307 S.C. 354, 415 S.E.2d 393 (1992). The jury's verdict will not be overturned if any evidence exists that sustains the factual findings implicit in its decision. *Welch*, 342 S.C. at 300, 536 S.E.2d at 419.

II. ANALYSIS

The sole question presented in this case was whether Vincent Jackson was a resident of the home of his parents, Barbara and Therel Jackson, at the time of his death. The jury returned a verdict for the Plaintiff finding that Vincent A. Jackson was not a resident of the home of his parents at the time of his death on January 17, 2014. There was some evidence to sustain the factual finding that is the jury's decision, including, but not limited to, undisputed evidence that: (1) Vincent Jackson was leasing a separate apartment at the time of his death; (2) Vincent Jackson listed this apartment address as his address on several documents he completed or signed prior to his death (personal auto policy application, employment records, healthcare enrollment forms, license/DMV records, income tax returns, etc.); and (3) Vincent Jackson paid for utilities at the apartment.

In addition, a detention center record from three days prior to Vincent Jackson's death showed that he was arrested at the apartment in the early morning hours. The Court must view the evidence and all reasonable inferences in a light most favorable to Plaintiff. In so doing, this is some additional evidence that Jackson resided at the apartment. The arrest from the apartment was made at a time of day when only residents would be expected to be present. All this evidence was

before the court when it denied the Defendant's directed verdict motion at trial. Therefore, the case was properly presented to the jury for a factual determination as to whether Vincent Jackson resided at his parents' residence at the time of his death. Moreover, the jury's verdict cannot be overturned as some evidence exists that sustains the factual findings implicit in its decision.

In addition, the Court declines to grant Defendant a new trial under the thirteenth juror doctrine. The Court does not find the verdict to be unsupported by the evidence.

III. CONCLUSION

IT IS THEREFORE ORDERED that Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial be DENIED.

IT IS SO ORDERED.

The Honorable George M. McFaddin, Jr.
Presiding Judge

December __, 2019
Sumter, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY
In the Court of Common Pleas

George M. McFaddin, Jr., Circuit Court Judge

Case No. 2016-CP-43-01521

RECEIVED
FEB 14 2020
SC Court of Appeals

Government Employees Insurance Company, ... Respondent,

v.

Barbara P. Jackson, as Personal Representative
for the Estate of Vincent A. Jackson, ... Appellant.

NOTICE OF APPEAL

Barbara P. Jackson, as Personal Representative for the Estate of Vincent A. Jackson, hereby
appeals:

- (a) The Order Granting Plaintiff's Motion to Exclude the Testimony of Dr. Pitner, and Denying Defendant's Motions to Exclude Federal Employment Records, Death Certificate and Coroner's Testimony and Arrest and Booking Report, as reflected in the Memo Opinion dated May 28, 2019 and received by Appellant on May 28, 2019 (attached as Exhibit A);
- (b) The Verdict in this matter dated May 30, 2019 and received by Appellant on May 30, 2019 (attached as Exhibit B); and
- (c) The Form 4 Judgment in a Civil Case of the Honorable George M. McFaddin, Jr. filed on May 31, 2019 and received by Appellant on May 31, 2019 (attached as Exhibit C); and

- (d) The Order Denying Defendant's Motion for Judgment Notwithstanding the Verdict, or, in the Alternative, a New Trial of the Honorable George M. McFaddin, Jr. filed January 17, 2020 and received by Appellant on January 17, 2020 (attached as Exhibit D).

Respectfully submitted,

Calvin K. Hastie, Sr.
HASTIE LAW FIRM
7 East Hampton Avenue
Sumter, South Carolina 29150
(803) 774-7776



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*Attorneys for Appellant Barbara P. Jackson,
as Personal Representative for the Estate of
Vincent A. Jackson*

February 14, 2020
Columbia, South Carolina

Other Counsel of Record:

John Robert Murphy
MURPHY & GRANTLAND, P.A.
Post Office Box 6648
Columbia, South Carolina 29260
(803) 454-1231

G. Murrell Smith, Jr.
**SMITH ROBINSON HOLLER DUBOSE
MORGAN, LLC**
Post Office Box 580
Sumter, South Carolina 29150
(803) 780-2471

*Attorneys for Respondent
Government Employees Insurance Company*

EXHIBIT A



State of South Carolina
Circuit Court Judge, At-Large, Seat 1

GEORGE M. MCFADDIN, Jr.
JUDGE

215 N. HARVIN STREET
SUMTER, SOUTH CAROLINA 29150

TELEPHONE: (803) 436-2373
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Lillian L. Meadows
Law Clerk
E-MAIL: gmcaddinlc@sccourts.org
Andrea M. Morris
Administrative Assistant

DATE: May 28, 2019

TO: Mitchell Willoughby, Esq.
Elizabeth Ann Zeck, Esq.
Calvin K. Hastie, Sr., Esq.
J. R. Murphy, Esq.
G. Murrell Smith, Jr., Esq.

RECEIVED

FEB 14 2020

SC Court of Appeals

FROM: George M. McFaddin, Jr.

RE: GEICO v. BARBARA P. JACKSON
2019 CP-26-0928
RULING ON MOTION TO MODIFY

I have considered the motions and thank you for your patience. I offer the following rulings in perhaps random order. However, I wish to preface the rulings by stating that I am guided by Judge Ferrell Cothran's order of June 21, 2017 wherein he states, on page 3, "...the court further finds that by agreement and previous court order there is only one issue remaining to be decided in this case and that issue is: whether Mr. Jackson was a resident of his parents' home at 9 Brown Street, Sumter, South Carolina at the time of his death of January 17, 2014." Thusly, it is that precise issue, and indeed a precise issue, that I use as an aid in addressing the motions.

DEFENDANT'S MOTION TO EXCLUDE EVIDENCE OF FEDERAL EMPLOYMENT DOCUMENTS: I respectfully deny this motion. The documents will be offered, as I see it, to show that the deceased provided the address where he was living when he died and before his death. While I appreciate the well stated arguments related to perjury, the items are offered for the reason stated above. And, presumably Mr. Jackson told the truth or stated the truth on the form. Again the issue is residence here. I further adopt the position of Mr. Murphy offered at the hearing.

DEFENDANT'S MOTION TO EXCLUDE DEATH CERTIFICAGTE AND CORONER'S
TESITMONY: I respectfully deny this motion. For the sake of time
here, I adopt the reasons and arguments offered by Mr. Smith at
the hearing.

DEFENDANT'S MOTION TO EXCLUDE THE ARREST AND BOOKING REPORT OF MR.
JACKSON: I am at my home as I work on these rulings. Simply too
hot at courthouse. I will issue this ruling tomorrow before the
trial. I want to look at the case law. I will say, though, that
I am leaning toward exclusion here. But, I have not ruled yet.

PLAINTIFF'S MOTION TO EXCLUDE TESTIMONY OF DR. PITNER: I grant
this motion. The issue is residence and I simply do not see where
this testimony is needed by the jury. I adopt the arguments of Mr.
Murphy.

RULINGS REGARDING TRIAL AND JURY INSTRUCTIONS: At the end of the
hearing today topics regarding the trial and charges were
mentioned. I address those as I recall them. First, and again
making reference to the prior order that clearly stated the sole
and single issue, there will be no mention of money or limits or
the use of insurance policies at trial or as charges.

If I missed a ruling please pardon me and tell me. As I said so
many times in my prior life in family court and now after two years
in circuit court, the most distasteful part of my job is issuing
rulings against or not in favor shall I say of lawyers who work so
hard representing their clients. Thusly, I offer these rulings
above against that sentiment.

I will see you tomorrow. Thank you for your patience and most of
all your civility.

/gmmjr

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

C/A No. 2016-CP-43-01521

RECEIVED
FEB 14 2020
SC Court of Appeals

JURY VERDICT FORM

Based upon our consideration of all the testimony and other evidence presented at trial, we,
the Jury, find as follows:

Vincent A. Jackson was a resident of the home of his parents, Barbara and
Therel Jackson, at 9 Brown Street in Sumter, South Carolina at the time of his
death on January 17, 2014.

Yes: _____

No: X

Gerry E. Sumrell
FOREPERSON of the Jury

Sumter, South Carolina

Date: 5/30/19

EXHIBIT C

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Sumter
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016CP4301521

Government Employees Insurance Company
PLAINTIFF(S)

Barbara Jackson et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Jury Verdict found for the plaintiff as follows: Vincent A. Jackson was not a resident of the home of his parents at the time of his death on January 17, 2014.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/31/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

RECEIVED
FEB 14 2020
SC Court of Appeals

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.



Sumter Common Pleas

Case Caption: Government Employees Insurance Company VS Barbara Jackson ,
defendant, et al
Case Number: 2016CP4301521
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2019-05-31 09:49:15 page 3 of 3

EXHIBIT D

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

CIVIL ACTION NO: 2016-CP-43-01521

Government Employees Insurance Company,

Plaintiff,

vs.

Barbara P. Jackson, as Personal
Representative for the Estate of Vincent A.
Jackson,

Defendant.

**ORDER DENYING DEFENDANT'S
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT
OR, IN THE ALTERNATIVE, A NEW
TRIAL**

FEB 14 2020

SC Court of Appeals

This matter comes before the Court on Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial. This Court has thoroughly reviewed the arguments Defendant raised in her directed verdict motion at trial and renewed in her present JNOV motion. For the reasons set forth herein and those reasons set forth in the record at trial when these issues were originally raised, the Court denies Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial.

I. STANDARD OF REVIEW

A motion for judgment notwithstanding the verdict is merely a renewal of the directed verdict motion. *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 331, 732 S.E.2d 166, 171 (2012). "[O]nly the grounds raised in the directed verdict motion may properly be reasserted in a JNOV motion." *Id.* at 331, 732 S.E.2d at 170–71. In determining a motion for judgment notwithstanding the verdict, the Court views the evidence and all reasonable inferences in a light most favorable to the non-moving party. *Wright v. Craft*, 372 S.C. 1, 18, 640 S.E.2d 486, 495–96 (Ct. App. 2006). When considering JNOV motions, this Court does not have authority to decide credibility issues or to resolve conflicts in the testimony or evidence. *Id.*

JNOV motions must be denied where either the evidence yields more than one inference or its inference is in doubt. *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006); *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 418 (Ct. App. 2000). A motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict. *Crossley v. State Farm Mut. Auto. Ins. Co.*, 307 S.C. 354, 415 S.E.2d 393 (1992). The jury's verdict will not be overturned if any evidence exists that sustains the factual findings implicit in its decision. *Welch*, 342 S.C. at 300, 536 S.E.2d at 419.

II. ANALYSIS

The sole question presented in this case was whether Vincent Jackson was a resident of the home of his parents, Barbara and Therel Jackson, at the time of his death. The jury returned a verdict for the Plaintiff finding that Vincent A. Jackson was not a resident of the home of his parents at the time of his death on January 17, 2014. There was some evidence to sustain the factual finding that is the jury's decision, including, but not limited to, undisputed evidence that: (1) Vincent Jackson was leasing a separate apartment at the time of his death; (2) Vincent Jackson listed this apartment address as his address on several documents he completed or signed prior to his death (personal auto policy application, employment records, healthcare enrollment forms, license/DMV records, income tax returns, etc.); and (3) Vincent Jackson paid for utilities at the apartment.

In addition, a detention center record from three days prior to Vincent Jackson's death showed that he was arrested at the apartment in the early morning hours. The Court must view the evidence and all reasonable inferences in a light most favorable to Plaintiff. In so doing, this is some additional evidence that Jackson resided at the apartment. The arrest from the apartment was made at a time of day when only residents would be expected to be present. All this evidence was

before the court when it denied the Defendant's directed verdict motion at trial. Therefore, the case was properly presented to the jury for a factual determination as to whether Vincent Jackson resided at his parents' residence at the time of his death. Moreover, the jury's verdict cannot be overturned as some evidence exists that sustains the factual findings implicit in its decision.

In addition, the Court declines to grant Defendant a new trial under the thirteenth juror doctrine. The Court does not find the verdict to be unsupported by the evidence.

III. CONCLUSION

IT IS THEREFORE ORDERED that Defendant's Motion for Judgment Notwithstanding the Verdict or, in the alternative, a New Trial be DENIED.

IT IS SO ORDERED.

The Honorable George M. McFaddin, Jr.
Presiding Judge

December __, 2019
Sumter, South Carolina



Sumter Common Pleas

Case Caption: Government Employees Insurance Company VS Barbara Jackson ,
defendant, et al
Case Number: 2016CP4301521
Type: Order/Other

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2020-01-17 12:18:03 page 4 of 4

1 STATE OF SOUTH CAROLINA
2 IN THE COURT OF COMMON PLEAS
3 COUNTY OF SUMTER

4 Government Employees Insurance Co.,
5 Plaintiff,

6 vs. Transcript of Record
2016-CP-43-01521

7 Barbara Jackson, Therel Jackson and
8 The Estate of Vincent A. Jackson,
9 Defendant.

10
11 May 28, 2020
12 Sumter, South Carolina

13 B E F O R E:

14 The HONORABLE GEORGE M. MCFADDEN
15

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

17 J.R. Murphy, Representing the Plaintiff
18 G. Murrell Smith, Jr., Representing the Plaintiff
19 Mitchell Willoughby, Representing the Defendant
Elizabeth Ann Zeck, Representing the Defendant

20
21
22 Transcribed by SHARON G. HARDOON, CSR, II
23 from DCRP, Digital Courtroom Recorder Project
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1	Certificate of Reporter	INDEX	Page	Line
2			58	1
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
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1 THE COURT: I am ready to hear your
2 motions, and I will candidly tell you that I did
3 read all of them and I may need more time to think
4 about it after I hear what you have to say. If
5 that's the case, I will tell you that and we'll
6 send you my rulings out later today as soon as I
7 can by email. You all have had these things a
8 good while; I haven't. And I don't like drive-by
9 rulings, as I call them.

10 So, I am ready. Who's first?

11 MR. SMITH: Your Honor, I think the
12 motion to exclude the expert was the first filed.
13 Is that satisfactory --

14 THE COURT: Yes, sir.

15 MR. SMITH: -- to proceed on that?

16 THE COURT: Yes, sir, yes, sir.

17 MR. SMITH: Thank you, Your Honor, for
18 being a quick study. We did file a brief on that.
19 As you know, this case volumes a single issue; the
20 residency of Vincent Jackson at the time of his
21 death. The courts have said that when there --
22 that those can be case specific fact issues, and
23 the family in this case has retained an expert to
24 testify about -- I'm not really sure what, to be
25 honest with you. But to somehow say that because

1 there are some theories about this current
2 generation of young people not fully launching or
3 gaining their independence, we used to call it
4 emancipated, that, somehow, that is an explanation
5 for why there's inconsistency between some of the
6 documentary evidence that GEICO is going to
7 present and some of the testimony from the family
8 members.

9 And I would just say, so to have an
10 expert, Rule 702, requires that three requirements
11 be met, that all of them be met, and that the
12 failure to meet any one of those elements or
13 requirements is fatal, and the Court, in its
14 gatekeeping function, is not to allow expert
15 testimony to proceed.

16 So I would like to address those issues
17 as they were in the brief and those are as
18 follows: Number 1, that the subject matter is
19 beyond the ordinary knowledge of the jury; Number
20 2, that the proper expert has required the
21 requisite knowledge and skill to qualify as an
22 expert in the particular subject matter; and
23 Number 3, that the substance of the testimony is
24 reliable. And the proffered testimony in
25 expert -- the testimony from the expert,

1 Dr. Pitner fails to meet any of those
2 requirements.

3 First of all, the subject matters is the
4 residency of a 24-year-old young man either in his
5 own apartment or in his parents' home. The
6 South Carolina Supreme Court has given legal
7 definitions to what it means to reside in the home
8 of a named insured, and, therefore, qualify under
9 the statutes that provide certain benefits for
10 class one insureds and not certain benefits for
11 class two insureds.

12 This expert is not needed to help the
13 jury determine residency. Where someone resides
14 is common, ordinary, everyday factual analysis
15 that lay witnesses and lay people are fully
16 capable. This would be the equivalent of having
17 an expert indicate what someone really understood
18 about permissive use, or about the course and
19 scope of someone's employment, which is a
20 factual-based inquiry with clearly established
21 legal principles.

22 This is not a fire loss or a product
23 failure or an accident reconstruction where the
24 science for the expert field and the subject
25 matters is beyond most people's normal experience

1 or training or understanding. This is residency.
2 And there was a case we cited in our brief from
3 the district court, United District Court in
4 Florida that struck an expert for determining a
5 person's primary residence because the expert is
6 no more competent than the member of the general
7 public to offer an opinion regarding the residence
8 of these individuals.

9 And so as to the first requirement, Your
10 Honor, the subject matter, that is the residency
11 of Vincent Jackson, is not beyond the ordinary
12 knowledge of the jury; and, therefore, expert
13 testimony should not be allowed.

14 Secondly, this particular expert has
15 readily admitted throughout his very lengthy
16 deposition that he does not have the requisite
17 knowledge, skill, training or experience in this
18 specific field involving this subject matter. He
19 has a background studying and did his dissertation
20 studying the effect of violence on Arab and Jewish
21 children. That is not the field that we are here
22 about this week. He has done no study, no
23 teaching, no work on the field of residency. He
24 simply went online, read an article by a Ph.D. who
25 came up with the notion or the theory of what an

1 emerging adult is, unlike, I remember my college
2 commencement the speaker saying, you know,
3 graduates go forth. Forth is not your parents'
4 house. And that's how it was a generation ago. I
5 have children in this generation, they don't make
6 it quite as clean. I understand that. And
7 there's some sociologist out there who talk about
8 that being an emerging adult that is not quite as
9 abrupt. My mom was on her own the day she
10 graduated from high school and never had another
11 penny given to her by anybody. It was a lot more
12 abrupt for her in the 1940's.

13 All I say that is, is that that is a
14 theory in academia. It does not have anything to
15 do with the subject matter of this case.
16 Moreover, this witness is not experienced or
17 learned in that particular theory, even if it was
18 applicable. And all he did was read an article by
19 the person who came up with the theory and readily
20 admitted throughout his deposition that he
21 disagreed with most of it.

22 So as to the second -- the second
23 requirement, this expert does not have -- he is
24 not an expert in the field he even purports to
25 testify about, even if that field was properly

1 subject matter beyond the ordinary knowledge of
2 this jury, which it is not.

3 Lastly, his opinion is completely flawed
4 to the extent that it is completely unreliable as
5 a matter of law under all the established
6 standards that the Court in its gatekeeping
7 function is supposed to follow. He did not use
8 any type of method. He did not use anything that
9 was capable of peer review. He has offered no
10 objective basis for any of the opinions that he
11 gives. He has admitted that emerging adulthood is
12 a theory that has not been used and cannot be used
13 to prove residency; and, therefore, it has no
14 value.

15 A theory with the starting
16 pre-supposition that someone is an emerging adult,
17 therefore, something else must be true is
18 unreliable as a matter of law. It's completely
19 just a subjective bought and paid for opinion that
20 has no basis that's subject to peer review, any
21 objective methodology, anything that's followed in
22 even the field of sociology. It's just a theory
23 that academics bounce around. A theory that has
24 no application to the issue in this case, the
25 subject matter of that case, and that's the

1 residency events in Jackson.

2 THE COURT: All right, sir.

3 Mr. Willoughby. Or ma'am, Miss Zeck.

4 MS. ZECK: Your Honor, may it please the
5 Court?

6 THE COURT: Yes, ma'am.

7 MS. ZECK: There were a substantial
8 number of inaccuracies in Mr. Murphy's
9 presentation that I'd like to address.

10 We do agree that there is a three-part
11 test for the admissibility of expert witness
12 testimony; however, we would point out that
13 Dr. Pitner who is a distinguished professor at the
14 University of South Carolina and has a Ph.D. in
15 psychology, and is a certified social worker and
16 has years and years and years and years of study
17 in the fields of human development and social work
18 and psychology is an expert who is able to assist
19 the trier of fact.

20 To address the first point with respect
21 to whether or not the information is outside the
22 knowledge of the lay jury, I would direct the
23 Court to the portion of our brief where we discuss
24 how Dr. Pitner has taught a class which covers the
25 subject of human development. The title of the

1 class, it's a graduate level 700 class, is Human
2 Development in the Social Environment. So that's
3 something that he teaches to students and it's a
4 required class to get a master's in social work.
5 It is also taken by educators, it is also taken by
6 people in the psychology department.

7 And the very fact that you have a class
8 that's being taught in this area to people who are
9 going to be working in the fields of education,
10 social work, and psychology, demonstrates that the
11 information that's being provided, both to the
12 student -- by Dr. Pitner both to the students in
13 his class and to the jury about human development
14 and about developmental stages and about how those
15 stages interact with the person's social
16 environment, that those -- that information is
17 beyond the knowledge of a lay jury. And,
18 particularly, this lay jury, because I believe we
19 do have a number of individuals who do not have an
20 extensive background in terms of their educational
21 level.

22 In addition, the Cushing case that GEICO
23 cites, it's an unpublished district court opinion
24 from Florida, and what they failed to tell you is
25 that the purported expert who was not allowed to

1 testify in that case was a lawyer. That man was
2 apparently some kind of an insurance law
3 practitioner, and they wanted to call him and put
4 him on the stand to say, residence means this in
5 my experience in insurance coverage disputes. And
6 that's testimony about the law, and that's not
7 allowed in South Carolina. I'm sure the Judge is
8 familiar with numerous courts that have so held.
9 We cited a few of them in our brief.

10 But the Cushing case says absolutely
11 nothing about whether or not a human behavior
12 expert is going to assist a jury to understand
13 what's going on in the life of an individual. And
14 we have seen, as recently as 2018, our
15 Supreme Court address these questions of whether
16 or not individuals, like Dr. Pitner who are
17 trained in the social sciences, people who are
18 masters in social work, people who are
19 psychologists, that whether -- and our South
20 Carolina courts as have held that that kind of
21 human behavioral analysis is helpful to juries.

22 The Jones case, which was the 2018 case,
23 allowed testimony about the behavior of child sex
24 abuse victims, that kind of testimony has been
25 admissible for a number of years. They also

1 addressed a brand new area that was proffered by
2 this particular masters in social work expert, the
3 behavior of caregivers of children who have
4 potentially been sexually abused.

5 And there's the Anderson case, which is a
6 little bit older, I think that's 2015, also noted
7 that it was appropriate for the Court's to admit
8 expert testimony on behavioral characteristics and
9 human behavior, that that was something that was
10 helpful to the jury. The Whaley case talked
11 about -- and they had a psychologist testifying
12 about the factors that go into witness
13 identification. You think that, oh, well, they're
14 not somebody who recognized somebody. That would
15 be something within the knowledge of the average
16 juror, but it's not.

17 It really is a matter of social science
18 and people who are trained in this area and are
19 knowledgeable in this area, like Dr. Pitner, can
20 bring something to understanding what's going on
21 that a lay -- that an ordinary lay juror does not
22 have.

23 I point out in the brief that it's really
24 irrelevant that there isn't a reported
25 South Carolina case using a behavioral expert.

1 That was the case in Jones. And the Supreme Court
2 had no trouble looking at what was being offered
3 and say, no, that's the kind of behavioral
4 analysis that the jury would find helpful.

5 Second, Dr. Pitner is plainly an expert.
6 The man has a Ph.D. He did post-graduate work.
7 He is certified as a social worker. I can't put
8 my finger on a copy of his resume right at the
9 moment, but it's 27 pages long. I believe there
10 is a copy -- oh, here. Mr. Willoughby has kindly
11 presented me with one. I believe that it should
12 be in your binder under tab -- what tab is this?

13 THE COURT: I'm looking at it.

14 MS. ZECK: It's the trial brief.

15 THE COURT: Yes, ma'am.

16 MR. WILLOUGHBY: It's the third tab in
17 the trial brief.

18 THE COURT: I saw it.

19 MS. ZECK: Yes. It's a 27 pages long.

20 This is actually as of October of 2018, and he
21 tells me there's some other publications that just
22 didn't make it on there yet.

23 So there's no question that he is a
24 person who has more training in the social
25 sciences and psychology and human behavior than

1 the average juror.

2 And that's the test, Your Honor. The
3 test isn't whether or not he's the absolute
4 world's best expert, or, you know, whether
5 somebody else is out there who could potentially
6 have more experience. The question is: Does the
7 expert that's being offered have more experience
8 than the average juror, and there is just no
9 question that he does.

10 And with respect to reliability, again,
11 we had these -- I talked previously about cases
12 where South Carolina courts have accepted social
13 science testimony to assist jurors in assessing
14 testimony, assessing facts that come before them,
15 that -- you know, just like in the Jones case, you
16 have a social worker -- somebody who has a social
17 work background, and it's all right for somebody
18 like that to draw on the literature, which is what
19 Dr. Pitner has done. He's knowledgeable,
20 generally speaking, about the field of human
21 development. He's taught in the field. But he is
22 entitled to go to the literature and familiarize
23 himself with the work that is done in this
24 specific narrower area of his general expertise.

25 And that's what was done by the social

1 worker who was allowed to testify in Jones. That
2 was also what was done in a case that
3 Mr. Willoughby and I were involved in, the Maybank
4 case, where we had Professor Freeman testifying.
5 He's obviously an expert generally speaking in the
6 area of investments and alternative investment
7 strategies, but he had no prior experience with
8 the particular product that was at issue in our
9 litigation.

10 And one of the things that the Supreme
11 Court held was that that's fine. The fact that he
12 is an expert in the general field is sufficient to
13 allow him to testify about his case specific
14 research that addresses the narrower that's at
15 issue in the litigation. That an expert like
16 Dr. Freeman in that case, like Dr. Pitner here,
17 can assist the jury by going to the literature and
18 saying, this is what is known, this is what is
19 understood by people in my field, which is what,
20 again, the social worker in Jones did. And that I
21 can bring that information here to you to be able
22 to help you in assessing the facts of the case.

23 And that's what we are proffering Dr.
24 Pitner to testify about and why we believe his
25 testimony is testimony is appropriate.

1 THE COURT: Yes, ma'am. Mr. Murphy, any
2 reply?

3 MR. MURPHY: Just one thing briefly.

4 THE COURT: Yes, ma'am.

5 MR. MURPHY: The criminal sexual conduct
6 cases that had behavioral aspects to it to explain
7 repressed recollection, inability to identify, the
8 Court showed great deference because of the nature
9 of those kinds of claims. It's very obvious.
10 This is not anything like that. That's why the
11 subject matter here is not appropriate. Where the
12 subject matter in a case like that may have been
13 appropriate to have someone in the behavioral
14 field. This one is simply not anywhere close to
15 that.

16 THE COURT: Yes, sir. What's the next
17 motion? Whose motion is next?

18 MS. ZECK: I believe that if you turn to
19 the first tab your binder, the first one should be
20 the motion dealing with the exclusion of
21 employment documentation.

22 THE COURT: Yes, ma'am.

23 MS. ZECK: Okay. We -- the Jackson
24 estate objects to the introduction of two
25 documents, which are attached as exhibits to that

1 motion. The two documents are the I-9 employment
2 verification form, and the W-4 form that is filled
3 out to do tax withholding.

4 THE COURT: Yes, ma'am.

5 MS. ZECK: And the issue with respect to
6 those documents is that they are more prejudicial
7 than probative, and the reason that they are
8 prejudicial flows from the penalty of perjury
9 language on those documents. That -- we believe
10 that -- in fact, we saw this in the deposition
11 that GEICO is going to argue that these documents
12 are more probative than other documents because of
13 that penalty of perjury language. And that is
14 just an argument that is improper. It is not
15 consistent with the law on perjury. That the rule
16 with respect to a perjury situation is that the
17 only thing that you can be prosecuted for or get
18 into any trouble in any for is a material
19 misrepresentation.

20 And I believe we have cited in the brief
21 the various federal statutes and the federal
22 regulations that deal with each of these two
23 forms. And with respect to the I-9 form the
24 material representation is as to citizenship. Are
25 you a citizen of the United States? Are you

1 somebody with a green card? Are you somebody with
2 a work authorization? And if you lie about that,
3 you can get in trouble.

4 With respect to the W-4, the information
5 that's material, and, again, it's set out in the
6 rules, and also with respect to the W-4 form and
7 the criminal statutes addressing
8 misrepresentations on IRS forms, that the material
9 elements are things that will change your tax
10 withholding. You know, if you're claiming that
11 you have, like, a zillion exemptions and so
12 there's excessive tax withholding, that's sort of
13 thing that's. That's the piece that's material.
14 That's the piece that's being signed under penalty
15 of perjury. That's the part that's entitled to
16 heightened scrutiny. The address is just
17 irrelevant to those inquiries.

18 And so, therefore, it is improper to
19 suggest that these forms -- the address on these
20 forms is somehow better or more convincing than
21 the address on some other form because of the
22 penalty of perjury because the penalty of perjury
23 is simply inapplicable to that information on the
24 form.

25 And, in fact, if you look at the I-9 form

1 itself, you can see that the test under penalties
2 of perjury shows up, kind of, about the middle of
3 the page, and it doesn't -- it's pretty clearly
4 grammatically only applying to the citizenship
5 question.

6 And, again, with respect to the I-9 form,
7 you can also tell by -- if you flip to the second
8 page of that form, you will see that one of the
9 things that the applicant is required to do is
10 present a form of identification. And the form of
11 identification that Mr. Jackson presented to his
12 potential employer in connection with the signing
13 of that I-9 form was his driver's license --

14 And so all this really -- the address
15 information is just another piece of paper that
16 repeats the information which we've already agreed
17 comes into evidence that his driver's license was
18 listing the Rast Street address.

19 In addition, both of these documents are
20 accumulative to the employment application in
21 which he also lists Rast Street, which were all,
22 sort of, filled out at the same time, and that
23 document is coming into evidence.

24 The additional probative value is
25 substantially outweighed by the danger of misuse

1 of this penalty of perjury language.

2 And for those reasons, we would request
3 that the Judge exclude these two pieces of paper,
4 the I-9 and the W-4, on the grounds that they're
5 more prejudicial than probative under Rule 403.

6 THE COURT: Yes, ma'am. Mr. Murphy.

7 MR. MURPHY: Yes, Your Honor. Both
8 Documents are clearly authentic. They're clearly
9 relevant. They are probative. And, yes, they do
10 hurt the plaintiff's case, but they do not create
11 any unfair prejudice. And the fact that they may
12 have under penalty of perjury, that goes to the
13 weight and not the admissibility.

14 If counsel thinks we improperly argue
15 that giving the wrong address could have subjected
16 him to perjury, which I am not going to say we
17 would say that, but they can argue that it's not
18 what it implies. And that goes to the weight of
19 the evidence and had credibility of the evidence
20 that they can do it.

21 It is definitely accumulative because we
22 are up against people that are testifying to one
23 thing in the face of a series of documents and we
24 need to be allowed to present every single
25 instance where Vincent Jackson said something

1 contrary to what his lawyers and family are saying
2 today or tomorrow. So accumulative would not be a
3 basis at all.

4 And they are not unfairly prejudicial
5 because they are not going to ask the jury to find
6 he's a perjurer, and, therefore, you shouldn't
7 award for him. That would be an improper basis
8 for their decision.

9 We're simply going to say he told the
10 truth in those documents, and you can accord them
11 the weight that they want to.

12 So all the argument against the I-9 and
13 the W-4 which were properly authenticated by the
14 HR director for Roper fall flat because they only
15 go to the weight of the document, if they go to it
16 at all. They are not substantially prejudicial
17 because they do not suggest a decision on an
18 improper basis, nor would I in my argument to the
19 jury quoting these documents.

20 So I think that motion should be
21 denied.

22 THE COURT: Miss Zeck, reply. Reply,
23 ma'am?

24 MS. ZECK: Nothing else, Your Honor.
25 No.

1 THE COURT: Okay. All right. Then we
2 will go to --

3 MS. ZECK: I believe the next one in your
4 book will be the motion to exclude the death
5 certificate.

6 THE COURT: Wait a minute, ma'am. I
7 might be a little bit ahead of you. I thought we
8 were on the coroner's testimony, but let me see
9 here.

10 MS. ZECK: Oh, yeah. That's the same
11 thing. The coroner's testimony and the death
12 certificate are the same thing.

13 THE COURT: All right. Okay, my
14 mistake.

15 MS. ZECK: The objection that we have to
16 the death certificate, it relates to the two-fold
17 aspect of that document.

18 When we took the coroner's deposition, he
19 was very clear that there really are two pieces to
20 that document. The second part, which deals with
21 the cause of death, is plainly a public record,
22 that is something that is within the scope of his
23 office. It is the thing that he is supposed to be
24 doing.

25 In fact, probably the best thing to do is

1 to go back and look at the rules for admissibility
2 of public records under the hearsay rule. If you
3 look at Rule 803(8), you will see that for a
4 public record, there is two prongs. It has to
5 either be a record of the activities of the office
6 or manners observed pursuant to public duty.

7 And what the coroner very candidly
8 testified is that the second half of the form, the
9 cause of death section, that's part of the
10 activities of his office. That records matters
11 observed pursuant to his public duty. But the top
12 part of the form, the part of the form that deals
13 with the public information that is -- the part
14 that the GEICO is going to argue is relevant to
15 this case, that is not a public record. The
16 testimony was very clear that that part of the
17 form came pre-populated when the coroner's office
18 gets it. So they don't fill that in. He thinks,
19 well, maybe that's the funeral parlor or whatever,
20 but his office does not create that portion of the
21 document. It is not a public record, nor would it
22 qualify under 803(9) which is vital statistics
23 section. Because what that section deals with, it
24 deals with records of deaths. And it is true that
25 it's a record of death and it would be admissible

1 if there was a question about whether Vincent was
2 dead or is dead, but, obviously, there isn't.
3 It's just not relevant to any issue that is being
4 litigated in this case.

5 The fact that he is dead, which would be,
6 sir, the 803(9) section is not an issue.

7 The fact that the cause of death was the
8 injuries he suffered in the accident, that's not
9 even an issue in this case. We're past that.

10 So the only issue in this case is where
11 did he live, and the piece of -- the part of the
12 death certificate that contains that information
13 is simply not qualified as a public record under
14 803(8) because it wasn't generated by somebody in
15 the coroner's office. And there is --

16 And the other reason it's important to,
17 sort of, split this off and look at two pieces of
18 this is that, we have in South Carolina under Rule
19 805, we have the hearsay within hearsay rule. And
20 so what you got essentially is a public -- is part
21 of what appears to be a public record that has
22 information which doesn't qualify as a public
23 record; so, therefore, that piece has got to be
24 independently established as being under the
25 exception to the hearsay rule, which it hasn't

1 been. So all you get is this situation where you
2 know that if the information on the driver's
3 license just gets promulgated into another
4 document.

5 THE COURT: So you're saying on this
6 death certificate that I'm looking at right here,
7 that everything above part II at the bottom should
8 not be -- is the part that runs -- is that the
9 part you're talking about?

10 MS. ZECK: Yes. Well, the cause -- the
11 cause of death sentence -- the cause of death,
12 part I --

13 THE COURT: Yes.

14 MS. ZECK: -- that would also be the
15 coroner.

16 THE COURT: Right.

17 MS. ZECK: The cause of death part I, and
18 other significant additions part roman II, that
19 part is the coroner's office. But the part above
20 that is coming from someone else. And his
21 deposition is very short and, you know, he was
22 very clear. And I asked him, you know, just one
23 little question to make sure I was understanding
24 it.

25 And I said: "So when you were talking at

1 the very beginning of your deposition about the
2 fact that you have an obligation as the coroner to
3 make sure that the legal effect of death is all
4 correctly pronounced, that's referring to the
5 cause of death section."

6 He said: "Yes, ma'am. I deal strictly
7 with the cause and manner of death."

8 "So if somebody were to make a mistake or
9 misstate something or just get something wrong in the
10 first part, that's not something your office
11 responsibility for?"

12 "No, ma'am. That would be the funeral home."

13 So that's not a public record. And on that
14 basis we object to its submission.

15 THE COURT: Mr. Smith.

16 MR. SMITH: Judge, may it please the
17 Court?

18 THE COURT: Yes.

19 MR. SMITH: It absolutely is a public
20 record and that's what the hearsay exceptions say.
21 And more importantly, when you look at this, I
22 think it probably could come in under 803(8), but
23 let's concentrate on 803(9). And this is -- it
24 says at the top, it's a certification of a vital
25 record. I understand that they believe it's not

1 relevant. They don't want it to be relevant
2 because that's the address that was given by
3 Mrs. Jackson. If you'll look on there, it says in
4 there, "given by," information given by, it says
5 Barbara Jackson, the plaintiff, who denies that he
6 lived there. But on the date of his death, she
7 tells them, hey, he lived at Rast Street. I know
8 she wasn't thinking about the insurance settlement
9 at that point in time, so I'm sure that's why she
10 said it.

11 But regardless, Judge, if you look under
12 803(9) it says, records are a data compilations.
13 That's a compilation, as in the death
14 certificate.

15 THE COURT: Yes, sir.

16 MR. SMITH: And any form of birth, fetal
17 deaths, deaths or marriages. So birth
18 certificates, death certificates, and marriage
19 certificates are all admissible under that hearsay
20 exception. End of story. And it says, "If the
21 report thereof was made by public office," it was
22 made by the coroner's office and the Department of
23 Health & Environmental Control, and pursuant to
24 the requirements of law.

25 And, Judge, if you look in the

1 requirements of law, there's a statute,
2 44-63-74(A)(2) that says, the personal data of the
3 descendant from next of kin or the best qualified
4 person or sources available is to be included on
5 the death certificate. So the statute authorizes
6 that. And I understand they don't like it, but
7 that doesn't render it irrelevant or render it
8 inadmissible.

9 Judge, furthermore, if you look at it,
10 even if you go outside of that and you look at the
11 hearsay exception, it's a prior inconsistent
12 statement of Barbara Jackson. She is going to
13 testify that she did not give him that information
14 or that he didn't live there. If she did, then
15 why is it in there? And, so, you know, again, we
16 can use that under a proper -- a prior
17 inconsistent statement.

18 And, lastly, they want to say the hearsay
19 inside hearsay rule under 805, and, Judge, I would
20 say that hearsay included within hearsay is not
21 excluded under the hearsay rule if each part of
22 the combined statement conforms with exception of
23 the hearsay rule provided in this rule.

24 So, again, you look at the hearsay
25 exception under 801(D)(1). So there's a hearsay

1 exception.

2 Judge, the other thing that they argued
3 and I noticed it in their motion and they didn't
4 argue it here, first they're arguing Mr. Baker
5 didn't really -- he wasn't the coroner at the time
6 of this so he really didn't know. He was talking
7 about the procedure that was in effect since he's
8 been coroner and elected in 2016, so that's the
9 reason we -- if that's what their position is,
10 we'll bring Mr. Bullock who did this and we'll
11 have him testify to his procedure on how this was
12 done at the time.

13 So even if they -- I don't see under any
14 circumstances where this should be excluded. This
15 is information given by Barbara Jackson to the
16 funeral home and/or going through with the
17 coroner's office, certified, and it's a certified
18 public record, It's self-authenticating, and it
19 obviously meets the exceptions under the
20 hearsay.

21 THE COURT: Your reply, Miss Zeck.

22 MR. WILLOUGHBY: Judge?

23 THE COURT: Sorry.

24 MR. WILLOUGHBY: May I briefly reply?

25 The issue is simply this: You have a young man

1 that's t-boned at 10:30 at night by a vehicle
2 traveling 80 miles an hour, and he's killed at the
3 scene. Dies in the crash. He lives for just a
4 few seconds; 20 seconds, 30 seconds and dies there
5 at the scene of the accident. So what happens?
6 There's investigators. They basically secure his
7 personal effects, and among those personal effects
8 is a driver's license. The driver's license where
9 he's changed the address to this Rast Street
10 apartment.

11 So then, all of a sudden then, that
12 driver's license gets copied on information that
13 what winds up on the death certificate.
14 Miss Barbara Jackson did not provide that
15 information to the funeral home. We don't know
16 where the funeral home got that information. We
17 presumed they, again, got it from the driver's
18 license from the accident report. Any number of
19 the ways they could have gotten it.

20 Of course the defendant -- and if I were
21 in their shoes, Judge, I would be doing the same
22 thing.

23 THE COURT: Yes, I understand.

24 MR. SMITH: What they're wanting to do is
25 stack up this document and that document and that

1 document all saying that these are different
2 documents where someone has certified that
3 Mr. Jackson's address is at the Rast Street
4 apartment. And the family will be testifying that
5 he lived at home with mom and dad, as did his
6 girlfriend lived at her home with her mom and
7 grandfather and sisters. There will be pieces of
8 evidence in this case that will be very telling,
9 Judge.

10 But what we think is prejudicial here is
11 you have a unreliable, unsubstantiated piece of
12 information that they will want to stand in front
13 of the jury and say, here is this piece of paper,
14 and all it does is copy the driver's license, here
15 is this piece of paper, add them up, however many
16 it adds up to be, these are the number of
17 different times that someone, either Vincent
18 himself or someone on his behalf, has indicated
19 that he lived at the Rast Street.

20 On this occasion, when the death
21 certificate is complete, there is no family
22 connection. The only thing that we understand
23 that may have happened is that the driver's
24 license may have been the source of the data.

25 But there is no information to indicate

1 that Barbara Jackson put the information there or
2 gave the information to anyone or that anyone else
3 gave that information.

4 And the coroner has said, I didn't do it.
5 And I think that's the real key, Judge, is that
6 the coroner says, my office did not do it. And,
7 of course, it is true that the coroner that
8 testified was the current coroner who was not the
9 coroner at the time Vincent died, but he testified
10 about the procedure. And unless the old coroner
11 comes forward and says his procedure was vastly
12 different and he has independent recollection,
13 we're going to be left with the same thing.

14 Prejudice, prejudice, prejudice, and,
15 therefore, it should be rejected.

16 THE COURT: Yes, sir.

17 MR. SMITH: Judge, just briefly.

18 THE COURT: Yes, sir.

19 MR. SMITH: I just want to mention,
20 everything he said is perfectly fine to a jury
21 argument, but it goes to the weight of the
22 evidence, not the admissibility. And I understand
23 it's prejudicial to him, but he can argue all that
24 to the jury.

25 I don't think there's anything in the

1 record that says that the driver's license was
2 transposed in order of this. In fact, the
3 contrary says, what it says on death certificate,
4 the information was given by Barbara Jackson.

5 THE COURT: Yes, sir.

6 MS. ZECK: Your Honor, that's precisely
7 the problem.

8 THE COURT: Uh-huh.

9 MS. ZECK: Because what Mr. Smith is
10 doing is, he is making a hearsay use. He is
11 pointing to the thing that says Barbara Jackson
12 provided this information. She was the informant.
13 That is, she is offering this record for the truth
14 of the matter asserted, and we have no one, no one
15 to testify that that was, in fact, the case.

16 We don't have -- the coroner can't do it
17 because that's not part of his job. They're going
18 to get somebody -- I guess they got to get
19 somebody from the funeral parlor saying, yeah,
20 that's what I did. This is part of my business
21 record.

22 But that's what hearsay in hearsay means,
23 that every piece of the document or the testimony
24 has to be independently meeting the hearsay rule.
25 And that information, that, oh, well, Barbara was

1 the informant. That information has not been
2 proven to fall within an exemption to the hearsay
3 rule because it's not a public record because it
4 wasn't done by the coroner.

5 THE COURT: Okay. The next one on my
6 list here is the arrest and booking report.

7 MS. ZECK: Yes, Your Honor.

8 This is another piece of paper that has
9 the Rast Street address on it, but this piece of
10 paper is particularly prejudicial. Your Honor, I
11 would say -- yeah, it's just --

12 THE COURT: Are you saying -- ma'am, are
13 you're saying that -- excuse me. Are you saying
14 that because of it being a booking and arrest
15 report?

16 MS. ZECK: Yes, Your Honor. An arrest
17 record is recognized in the rules of evidence as
18 being uniquely prejudicial. And there's a lot of
19 reasons for that. And the primary one is, it's
20 just an arrest. It's not a conviction. There's
21 no proof. It's just something that happened.

22 And if you look at Rule 609, which is the
23 impeachment rule, it specifically says you can't
24 impeach somebody with the fact that they've been
25 arrested. It's got to be a conviction. And the

1 reason for that is because of an arrest isn't
2 proof of anything, but it can be used improperly
3 and prejudicially to tar the person who was
4 arrested.

5 And that's essentially what is going to
6 happen in this case, Your Honor. That Vincent --
7 although Vincent, sadly, is not here to testify on
8 his own behalf. His character is essential to
9 this case. Vincent Jackson is the case. And
10 anything that's coming in that should not come in
11 that improperly tars him with being a bad guy,
12 with being a criminal is more prejudicial than
13 probative and should be excluded.

14 In fact, there have been a number of
15 cases that have recognized that it is potentially
16 reversible error to allow evidence, even evidence
17 that has some probative value, that even hints at
18 a prior involvement with the criminal justice
19 system. And the two cases we've cited in our
20 brief are the Lawson case. And, in that case,
21 there was a fingerprint card that was used to
22 identify the fingerprints at the crime scene, and
23 they induce the fingerprint card that was the
24 comparison into the record, and the fingerprint
25 card standard that was used was taken when he was

1 admitted, or whatever it is they call it for
2 prisoners at that level into Kirkland Correctional
3 Institution.

4 And so the Supreme Court held that it was
5 an irreversible error to put that information
6 about the fact that that particular individual had
7 these prior convictions, or had some kind of prior
8 conviction before the jury.

9 Similarly in the Tate case that was a
10 mugshot that was admitted into evidence. And the
11 mugshot had the little thing underneath, the
12 little identification plate that had the sheriff's
13 department of whatever county it was and his
14 arrest number on it. And, again, it was a
15 relevant piece of information. It was something
16 that a witness had used for some proper purpose,
17 but the fact that -- and, in that case, I believe
18 it was just an arrest. It wasn't a conviction.
19 That it indicated that the defendant in that case
20 had had some prior involvement with the criminal
21 justice system was sufficient to reverse that
22 whole case and make him have to go back and try it
23 all over again.

24 This isn't just limited to criminal
25 cases. We cite a case in our brief dealing with

1 the fact that -- an, in that case, the trial judge
2 had properly excluded some evidence relating to an
3 arrest for a shoplifting conviction, and that was
4 in a wreck case, and the Court of appeals upheld
5 that as being a correct ruling because it's
6 material an arrest, and it didn't do anything to
7 except to unfairly prejudice the jury against the
8 individuals who were involved in the accident.

9 So this booking -- where we are right
10 now, if you look at the booking record, it is just
11 replete with evidence of involvement in the
12 criminal justice system. I mean, it says the
13 detention center right on the top line of the
14 document. It calls Vincent an inmate. It gives
15 his -- it indicates what his cell location is. It
16 says the charges that he was -- that he was
17 charged with. And so all of this stuff just makes
18 him look like a bad person. And that's --

19 The risk that we are here is that the
20 minimum probative value of one other piece of
21 paper versus all of the bad -- the parade of
22 horribles that occur when improper arrests are
23 admitted into evidence. It means that the more
24 prejudicial than probative standard has clearly
25 been met here in this -- the evidence of the

1 looking record itself, and any testimony relating
2 to his detention should be excluded.

3 THE COURT: Yes. Mr. Murphy or
4 Mr. Smith.

5 MR. SMITH: Judge, may it please the
6 Court? Obviously, I guess I'm trying to gather
7 the argument and the best I can gather they are
8 saying it's more prejudicial than probative. And
9 just so the Court understands why we believe it's
10 a lot more probative -- it's highly probative is
11 the fact that this is a report given by
12 Mr. Jackson 13 days before his death as to where
13 he was residing.

14 Judge, you were a magistrate. You set
15 bond on plenty of people. You know how important
16 it is for that process to begin and to have
17 somebody give the information because that's where
18 the notices are going to the Courts -- for the
19 Courts and for the detention center, and that's
20 what's published on a public record.

21 Judge, obviously, this is
22 self-authenticating, and we obviously have the
23 records custodian there on standby to come, but
24 this is a public record and a public report. If
25 you read through 803(8), it's data compilation of

1 a public office or agency, which, obviously, the
2 correctional center is a public agency, the
3 Sumter Lee Regional Detention Center. The
4 activities of an office or agency in the matters
5 reserved pursuant to the duty imposed by law which
6 matters there was a duty to report.

7 As you know, Judge, the detentions
8 centers are required, under 23-3-120, to report
9 all criminal data-related information of their
10 representative jurisdictions to the State Law
11 Enforcement Division. And, so again, that's
12 another reason why that that meets the exception,
13 but they're required to do that.

14 Judge, again, you know, what they're
15 trying to do is come in and argue prejudice,
16 prejudice, prejudice. And what they're doing here
17 is saying, this is a 609, an impeachment issue.
18 This is not for impeachment. This isn't about his
19 character. It's simply about the fact that this
20 man gave an address, 13 days before his death when
21 they said, where do you live, and that was the
22 place. I'm sure they're going to get up and say,
23 oh, they transposed it off of the -- off of the
24 driver's license again. That's again an argument
25 to the jury, but there's no evidence that's where

1 it came from.

2 In fact, if you read Corey Tomlin's
3 deposition, he says that they verify that
4 information. And if they have a different address
5 than on the blue ticket that's given to them by
6 the police officer, then they write additional
7 addresses on the booking form, and there was no
8 additional address on the booking form.

9 So, Judge, it's highly -- it's highly
10 probative. It goes to the heart of the issue of
11 where he was residing to meet the three-part test
12 of a residence under this statute, and so I think
13 it's admissible. We would request the Court to
14 allow that to be introduced.

15 THE COURT: Miss Zeck.

16 MS. ZECK: One more point.

17 THE COURT: Sure.

18 MS. ZECK: That was certainly the
19 testimony that that's the general practice. But
20 when we look at this particular form, there are a
21 number of pieces of information that are plainly
22 incorrect. If you look under -- and it's -- kind
23 of see where the social security number is blacked
24 out, it says marital status; single, zero
25 dependents. That's obviously incorrect because he

1 had a dependent. He had Jaydon.

2 It says time lived in the area; unknown.
3 That's ridiculous. He was born and raised in
4 Sumter County. If he had really been asked, he would
5 not have said, well, I don't know how long I lived
6 here. That's just wrong.

7 And, you know, the -- the employer is
8 unknown. The religion is unknown. He plainly
9 would have told them what his religion is. He was
10 a regular churchgoer. And all of that
11 misinformation calls into question whether or not
12 there actually was a presentation of this
13 information to Mr. Jackson and getting his
14 approval, as opposed to just transposing the
15 information from the arrest ticket.

16 THE COURT: Anything else?

17 MR. SMITH: Judge, again, all those are
18 great arguments to a jury, if they want to do
19 that. It has nothing to do with admissibility, so
20 we just rest on what we previously said.

21 THE COURT: Are there any more motions?
22 I think this is all of them, I think. Am I right?

23 MS. ZECK: No formal motions, but we have
24 the issue with respect to some witnesses that we
25 believe were not properly identified.

1 THE COURT: Okay. But we also have that
2 motion -- or we need to put on the record the
3 matter from this morning about the -- what was it?
4 The voir dire.

5 MR. WILLOUGHBY: The voir dire, Your
6 Honor.

7 THE COURT: You want to do that now?

8 MR. WILLOUGHBY: I'll do that now, but if
9 you want to finish up with this issue on the
10 number of witnesses, but I'll be happy to do
11 that.

12 THE COURT: Just go ahead and do it now,
13 if you don't mind, while we're here.

14 MR. WILLOUGHBY: Thank you, Your Honor.
15 And thank you, Your Honor, for giving me this
16 opportunity.

17 We had asked the Court to charge -- from
18 your charge sheet, you had given us some voir
19 dire. Not charge sheet. You had given us a voir
20 dire list. And Number 8 on your voir dire list
21 was this question: Is there any member of the
22 jury panel who is a member of or contributor to
23 any group which has as its primary concern the
24 promotion of law enforcement or victim's rights?
25 These groups would include, but certainly not be

1 limited to MAAD, SAAD, or CAV, Citizens Against
2 Violent Crime. We asked the Court to charge that
3 because it was on your voir dire list. Part of
4 the reason we asked that you charge it, we knew
5 that subpoenas had been issued, we knew that the
6 plaintiff in this case, GEICO, was going to be
7 calling officers of the law. A girl made the
8 point that these are detention center officers and
9 they are not sheriff's deputies or police
10 officers, of that sort of rank.

11 THE COURT: Yes, sir.

12 MR. WILLOUGHBY: But anyone with a
13 uniform, anyone serving in that official capacity,
14 we would be entitled to know whether there are
15 those on the jury panel that would be biased, in
16 favor of police officers, would believe them over
17 and above others. I tell you, that they may not.
18 The judge declined to make that charge.

19 If the booking record and that
20 information is rejected and not used, then our --
21 then our concern about this charge would obviously
22 go away. But with any police officer, detention
23 officer, someone in that category being permitted
24 to testify, then we would believe that this voir
25 dire question should have been asked.

1 THE COURT: Yes, sir.

2 MR. WILLOUGHBY: Thank you, Your Honor.

3 THE COURT: Who wants to respond to that?
4 Anybody? I'm just asking.

5 MR. MURPHY: I mean, the reason we oppose
6 it --

7 THE COURT: Yes, sir.

8 MR. MURPHY: -- and we believe the Court
9 declines, the only law enforcement person at all
10 would be a records custodian who is not an
11 eyewitness. So there's really no credibility to
12 believe or not believe them. They are just
13 identifying documents. And, in fact, we've done
14 it pretrial. I wouldn't anticipate using them at
15 trial if the documents -- since the foundation has
16 already been laid.

17 So we thought it was appropriate not to
18 ask them.

19 THE COURT: Mr. Willoughby, I'm going to
20 stand by my earlier decision not to do that,
21 sir.

22 MR. WILLOUGHBY: Thank you, Your Honor.

23 THE COURT: Now, Miss Zeck, do you have
24 some other matters?

25 MS. ZECK: Yes. We have -- so the

1 objection to testimony from witnesses whose
2 identity was not timely disclosed during
3 discovery, and we believe that to be the case with
4 respect to Paula Washington and Clifton Spears.
5 We've looked through the discovery and haven't
6 found their names or custodian of whatever it is
7 that they're custodians supposedly of, or any
8 reference to them whatsoever.

9 MR. MURPHY: Miss Washington's name and
10 signature appear on the application that they have
11 already admitted into evidence from Omni Insurance
12 Company. She was an employee of AIA. Mr. Spears
13 will not be testifying.

14 We already have the document. We simply
15 might call her to indicate how she goes through
16 the process of meeting with the insured, so I
17 don't think there is any prejudice. She is
18 identifying her signature on the document, which
19 the document has already been agreed upon for
20 introduction as an exhibit, so we don't think
21 there's any prejudice. Certainly didn't intend
22 any. That's all she knows, is what's on that
23 application.

24 THE COURT: Okay. And Mr. Spears is not
25 going to be called?

1 MR. MURPHY: He is not. To the extent we
2 had to send out some subpoenas because we were
3 trying to work out whether some exhibits would be
4 admitted or not and they were from the agency, but
5 they've been agreed upon. Miss Washington might
6 just verify that her signature appears right below
7 Vincent Jackson's, and then she would have done
8 that with him in person. That's about it. In
9 fact, she was here today and had to go home.
10 That's all it would be.

11 THE COURT: Yes, sir.

12 MS. ZECK: Your Honor, this is really,
13 kind of, a turn to trial by ambush. If you can
14 say, oh, I found the name of a person on a record
15 somewhere, and so, therefore, I've adequately
16 identified them to testify to anything more than,
17 yes, that's my signature, that's just wrong. I
18 mean, you have to -- if they're going to have her
19 testify, like Mr. Murphy just represented to the
20 Court that they are, about how she talked about
21 this insurance policy with Vincent, then that's
22 something that should have been disclosed, and
23 that was not disclosed. And, therefore, testimony
24 on that point should be prohibited.

25 THE COURT: Anything, Mr. Murphy, before

1 I rule on that.

2 MR. MURPHY: No, Your Honor. No late
3 notice intended. And then the documents have been
4 out there for years. So if there was some
5 question about it, they wouldn't have stipulated
6 to them. They really shouldn't be complaining,
7 but they are.

8 THE COURT: All right. As I told you,
9 give me time now to further review what you all
10 have said to me.

11 MR. MURPHY: Your Honor, there may be a
12 couple other --

13 THE COURT: I'm sorry.

14 MR. MURPHY: I didn't mean to interrupt
15 you.

16 THE COURT: No, it's all right.

17 MR. MURPHY: There may be two relatively
18 minor issues that we didn't make formal motions
19 on. We do know you're going to do some kind of
20 charge to explain how the estate has the burden of
21 proof and that's why they'll be going first and
22 last.

23 THE COURT: Yes, sir.

24 MR. MURPHY: However, from some of the
25 jury charges that we received late last night,

1 and, therefore, didn't have a chance, being in
2 court all day, to file any formal motion, we know
3 we might take up the charges later, but because
4 they indicate that the plaintiffs want the jury to
5 be told how much money is at stake and give them
6 more detail than what is in Judge Dixon's order --

7 THE COURT: Yes, sir.

8 MR. MURPHY: -- which says it's just the
9 issue of residency, we would like the Court to not
10 allow any argument or statements or testimony
11 about how much money is at stake, about the impact
12 of whether he's a resident or not. The order says
13 just the issue of whether he's a resident or not,
14 and we intend to just put in the evidence relevant
15 to that issue. That would also include the GEICO
16 declarations page. We would like to, and counsel
17 can agree or disagree, we would like to redact,
18 you know, the coverage information, like we
19 redacted some of the other information on the Omni
20 insurance policy. And we would be glad to redact
21 coverage information on those as well --

22 THE COURT: Yes, sir.

23 MR. MURPHY: -- to make it fair. It's
24 not really relevant, but it might send them down a
25 little bit of a wild goose chase. Likewise, they

1 wanted to put in just a portion of the GEICO
2 insurance policy to the jury. We have no
3 objection to that being a court exhibit. It
4 simply is the UIM endorsement, Your Honor. But
5 that -- the ramifications of him being a resident
6 have already been agreed upon. There's no
7 contract interpretation or application or
8 application of, now that he's been deemed to be a
9 resident or not, what happens next. That's
10 already been agreed to by the parties. The
11 doesn't have to then rule on that issue.

12 So we would ask that -- we don't think that
13 exhibit should come in. It's just a form from the
14 policy. We think it could -- some jurors might get
15 confused by it. It has nothing to do with the
16 residency. We'd like to limit any conversations or
17 discussions to the jury about how money is at stake or
18 what the actual application or consequence would be of
19 their finding. We think Judge Dickson's order kind of
20 prevents both parties from doing that.

21 And so, we think it would be cleaner case --
22 excuse me. Long day. But Judge Cothran's order on
23 that. We think that's reasonable.

24 And in light of some of the jury charge where
25 they're asking the Court to directly tell the jury how

1 money the family will get if they make one finding
2 versus the other, we think that would be improper both
3 from presentation of the case or in the jury
4 instructions.

5 THE COURT: Yes, sir. Any response?
6 Mr. Willoughby?

7 MR. WILLOUGHBY: Your Honor, we obviously
8 do. We do not agree. The Cothran -- we did argue
9 the issue before Judge Cothran. He determined the
10 factual question was about whether or not the --
11 where the place of residence was. But there's got
12 to be context. I mean, why are we here? Why does
13 it matter? All of those things are there. The
14 order is very clear. Judge Cothran indicated that
15 the decision determines whether or not there's
16 \$400,000 of under insured motorist coverage that
17 is owed to the Jackson estate.

18 So that is an important fact, one that
19 should disclosed to the jury. They need to
20 understand what the import of their decision may
21 be.

22 The policies of insurance are policies
23 that have been issued by GEICO. You've got the --
24 you have the declarations page.

25 The only other thing that makes any

1 difference, and this is actually attached to the
2 summons and complaint, Your Honor, that was filed
3 in this case, is GEICO'S under insured motorist
4 coverage amendment to the policy. That is the
5 three pages -- two pages of the declarations page,
6 three pages of the UIM coverage. We have it
7 attached to our pretrial brief, Your Honor. Both
8 of those documents are clearly admissible. Both
9 of those documents should be in front of the jury.

10 While it is true that there's a question
11 of fact, the contract, as Your Honor knows, is,
12 it's a contract of insurance. It's entitled to
13 interpretation, like any other contract of
14 insurance. And how the insurance company has
15 chosen to define "resides", or not chosen to
16 define it, would be important. What words the
17 insurance company used. They chose the language.
18 They selected the words. It's a form contract.
19 It's given to Mr. and Mrs. Jackson. They don't
20 negotiate the language. They don't contribute to
21 the language. All of that should be in front of
22 the jury for the jury to use as they deem
23 appropriate.

24 And, in fact, if you look at the Court's
25 pretrial brief that we all filed in this case, it

1 always asks, is there a contract involved? If so,
2 attach the contract. We did exactly like the
3 Court's form of a pretrial brief requested. We
4 provided information to you and believe it should
5 be provided to the jury as well.

6 Obviously, we can talk about the charges
7 themselves. And once the evidence is in, we
8 obviously would urge the Court give us all
9 guidance as to what the Court will ultimately
10 charge, but we think it would be appropriate to
11 charge those charged that we advanced at this
12 stage of the case.

13 THE COURT: Yes, sir Mr. Murphy anything
14 else?

15 MR. MURPHY: Just only that, this is akin
16 to a high, low agreement that's never disclosed to
17 a jury. And then the Court has defined -- there's
18 not a defined term in the policy, so there's
19 nothing in the policy beyond the word "reside,"
20 and the Court has defined that. So I think it
21 could possibly confuse them to have the policy.
22 We have no problem with it being a court's
23 exhibit, and the fact that it was attached to the
24 complaint, Your Honor, this case was filed as a
25 non-jury case, so I don't think we were

1 anticipating giving them the whole policy when it
2 comes down to the factual determination.

3 I've done this in a number of declaratory
4 judgment cases, Your Honor, where there might be
5 an issue of permissive use, yes or no, with maybe
6 quoting the policy language, or did they have
7 expressed or implied permission of, you know,
8 John Smith, the named insured, was the person
9 acting in the furtherance of his employer's
10 business at the time of the accident. I've had
11 cases like that.

12 And, in those cases, Your Honor, the jury
13 typically addresses the factual issues without
14 being privy to or having to worry about the
15 consequences of their finding. They are not told,
16 now, the insurance policy is going to provide this
17 if you find A, and it's going to do this if you
18 find B. They are just addressing the factual
19 issue, which is easy for it to be presented in
20 this way in this case, and that's that gets into
21 the larger part of things that might be said
22 either by the Court inadvertently or by counsel or
23 plaintiffs in their approach or presentation. But
24 it also has to do with that one exhibit because I
25 think that could confuse it.

1 But we agree the policy is in the Court's
2 record as a Court's exhibit to the extent the
3 Court feels it might be necessary to review the
4 policy for any rulings or decisions the Court
5 would make.

6 We think the case boils down to an answer
7 of one question by the jury. And when they answer
8 it, it's kind of an all or nothing case.

9 THE COURT: Yes, sir.

10 MR. MURPHY: That's our possession on
11 that.

12 THE COURT: Yes, sir.

13 MR. WILLOUGHBY: Your Honor, if I may
14 just briefly --

15 THE COURT: Yes, sir.

16 MR. WILLOUGHBY: -- add this, reading
17 directly from Judge Cothran's order, he says this
18 declaratory judgement action is for the purpose of
19 determining whether GEICO owes \$400,000 of
20 additional UIM coverage benefits to the estate.
21 In order to resolve the dispute between the
22 parties and determine GEICO'S obligation to pay or
23 not to pay additional UIM benefits, there remains
24 a single issue to be decided in this litigation;
25 and that is whether Vincent Jackson was a resident

1 of his parents' household at the time of his
2 death.

3 So, you know, throughout the order -- I
4 haven't counted the number of times \$400,000 is
5 used, but it's very clear that the issue relates
6 to the \$400,000. And we believe that the jury
7 should be -- that's the law of the case. We
8 believe the jury should be fully informed about
9 what the law of the case is, how we got here.
10 They need some context. We can't just say, okay,
11 here is a -- here is a few documents and here is
12 couple of pieces of testimony, go sort it out.
13 They're entitled to see the policy. They're
14 entitled to see the declarations page. They're
15 entitled to know what the case is about. And we
16 would certainly argue that all of those things are
17 necessary for the jury to know and understand in
18 order to reach an informed decision.

19 THE COURT: Yes, sir.

20 All right. I have read the excerpt from
21 Judge Cothran's order on page 3 of the pretrial brief
22 of the Jackson estate. Is Judge Cothran's order in
23 anything you all have given me?

24 MR. WILLOUGHBY: Judge, I've got it here.
25 I'll be happy to --

1 THE COURT: How long is it, sir?

2 MR. WILLOUGHBY: It's only three pages.

3 THE COURT: May I have a copy?

4 MR. WILLOUGHBY: You sure may.

5 THE COURT: And I asked for a copy
6 because I don't want to just work off of an
7 excerpt in a pretrial brief.

8 MR. WILLOUGHBY: And I'll represent,
9 Judge, I may have highlighted remarks. This is a
10 copy taken off the court's website.

11 THE COURT: All right. Anything else
12 from anybody? Anybody?

13 MR. WILLOUGHBY: I think nothing from our
14 side.

15 THE COURT: All right. Folks, you all
16 have been patient with me, and I do appreciate
17 that. I've taken lots of notes. I did read what
18 you sent earlier or gave me to me earlier. I do
19 now want to go back and read what I've listened to
20 today and issue rulings in a somewhat more refined
21 fashion than if I did it from this bench. I will
22 email it to you. If it's after hours, the emails
23 that I have for you all, is that what I can use?

24 MR. WILLOUGHBY: Yes, Your Honor.

25 MR. MURPHY: Yes, sir.

1 THE COURT: Okay. All right. Folks, I
2 appreciate your parent a lot. Thank you so
3 much.

4 MR. WILLOUGHBY: Thank you, Your Honor,
5 for your patience with us.

6 MR. MURPHY: Thank you, Your Honor.

7 (End of proceedings.)

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1 STATE OF SOUTH CAROLINA
2 IN THE COURT OF COMMON PLEAS
3 COUNTY OF SUMTER

4 Government Employees Insurance Co.,
5 Plaintiff,

6 vs. Transcript of Record
2016-CP-43-01521

7 Barbara Jackson, Therel Jackson and
8 The Estate of Vincent A. Jackson,
9 Defendant.

10
11 May 29, 2020
12 Sumter, South Carolina
13 Volume II of III

14 B E F O R E:

15 The HONORABLE GEORGE M. MCFADDEN

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

17 J.R. Murphy, Representing the Plaintiff
18 G. Murrell Smith, Jr., Representing the Plaintiff
19 Mitchell Willoughby, Representing the Defendant
Elizabeth Ann Zeck, Representing the Defendant

20 Transcribed by SHARON G. HARDOON, CSR, II
21 from DCRP, Digital Courtroom Recorder Project
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1	INDEX		
2	Witness Name	Page	Line
3	Barbara Jackson		
4	Examination By Mr. Willoughby	101	22
5	Cross By Mr. Murphy	130	19
6	Re-Direct By Mr. Willoughby	143	1
7	Therel Anthony Jackson		
8	Examination By Mr. Willoughby	161	23
9	Cross By Mr. Murphy	189	10
10	Re-Direct By Mr. Willoughby	199	19
11	Re-Cross By Mr. Murphy	201	12
12	Ernestine Baxter		
13	Examination By Mr. Murphy	207	15
14	Cross By Mr. Willoughby	211	14
15	Re-Direct By Mr. Murphy	218	13
16	Re-Cross By Mr. Willoughby	220	9
17	Jessica Wilson		
18	Examination By Direct Examination	222	22
19	Cross By Mr. Murphy	246	2
20	Re-Direct By Mr. Willoughby	255	11
21	Re-Cross By Mr. Murphy	258	7
22	Re-Direct By Mr. Willoughby	259	10
23	Ronald Pitner		
24	Examination By Mr. Willoughby	262	23
25	Cross By Mr. Murphy	312	2
26	Re-Direct By Mr. Willoughby	315	17
27	Certificate of Reporter	321	1
28			
29	EXHIBITS		
30	COURT EXH. 1, Declaration	205	12
31	page without redactions		
32	COURT EXH. 2, Automobile	205	14
33	Policy Amendment Protection		
34	PLF. EXH. 16, Lease; 6/29/12	131	8
35			
36			
37			
38			

1 CONTINUED EXHIBITS

2	PLF. EXH. 17, Lease; renewal	131	19
3	PLF. EXH. 4, Application with Omni Indemnity Company	134	1
4	PLF. EXH. 5, DMV change of address	135	4
5	PLF. EXH. 18, DMV; change of address	136	10
6	PLF. EXH. 19, DMV; change of address	136	12
7	PLF. EXH. 6, Voter Registration Form	138	5
8	PLF. EXH. 8, Employment Eligibility Verification	139	15
9	PLF. EXH. 2, Enrollment form	140	7
10	PLF. EXH. 13, W-4 Form	140	21
11	PLF. EXH. 11, State tax return	141	11
12	PLF. EXH. 12, Federal tax return	141	13
13	PLF. EXH. 15, Rental application	193	4
14			
15	DFT. EXH. 6, Experian Credit Report	174	25
16	DFT. EXH. 5, Statement from Safe Federal Credit Union	188	14

1 THE COURT: Again, I preface what I'm
2 going to say with my immense appreciation for your
3 patience.

4 After the booking report matter, I stated
5 in my ruling yesterday that I wasn't sure what I
6 was going to do on that yet, but I was leaning
7 towards the exclusion. I am not going to exclude
8 it, and my reasons for that are that this is,
9 first of all, this is not a criminal case. It's a
10 civil case. The two cases cited were criminal
11 cases.

12 There has been discussion already this
13 morning about limiting, perhaps by a charge at the
14 end, about how to address that -- or during the
15 trial how they should view that. We discussed a
16 few minutes ago about the DMV items mentioned a
17 while ago, I'll allow those in with the
18 understanding that there will be limited
19 information offered with that, as we discussed.

20 I haven't yet ruled on 103 yet because I
21 need to get this trial started so that the jury
22 doesn't become too rested.

23 As far as the pleadings rulings, or
24 publishing them to the jury, I'm not going to
25 allow that. My rulings have already addressed

1 much of what would be in those pleadings. And,
2 again, I am following the directive of a prior
3 judge on this case.

4 Does anybody need to be heard on that
5 further before we start? Mr. Willoughby.

6 MR. WILLOUGHBY: Your Honor, if it please
7 the Court, very quickly. We had a conference in
8 Your Honor's conference room just a few minutes
9 ago and I need to place on the record these
10 objections.

11 THE COURT: Sure.

12 MR. WILLOUGHBY: The Court has ruled that
13 you would not permit the introduction of the
14 declarations page or the policy of insurance, the
15 under insured policy that we have mentioned to the
16 Court in our pretrial brief. One is two pages,
17 one is three pages. We would want the record to
18 reflect our objections to that ruling to protect
19 our objection. We believe that the policy of
20 insurance is instrumental. We believe it's a key
21 and material part of the case, and we think it
22 prejudices the plaintiff's case by not being able
23 to put into the record the declarations page and
24 the policy itself which contains the language of
25 the residing language about which -- the UMI

1 endorsement. It's basically the under insured
2 motorist amendment.

3 So that would be one objection that we
4 would want the record to reflect.

5 THE COURT: Yes, sir.

6 MR. WILLOUGHBY: The second objection,
7 Your Honor, we object to the -- to denying our
8 ability to present Dr. Pitner as an expert in this
9 case. You essentially ruled that you didn't
10 believe expert testimony was necessary in this
11 case, I believe is the essence of your ruling.

12 THE COURT: Yes, sir.

13 MR. WILLOUGHBY: We believe otherwise.
14 And, in all due respect to this most honorable
15 Court, we would need to place on this record that
16 it would be our intent on our request of the Court
17 that we be permitted to call Dr. Pitner in turn,
18 that we qualify him from the witness stand, and
19 then when we tender him as an expert any objection
20 could be noted at that time. The Court could make
21 its ruling. And then if the ruling is we are
22 unable to present through Dr. Pitner expert
23 opinions, then, we would, in all due respect, out
24 of the presence of the jury then ask that we be
25 permitted to make an offer of proof.

1 THE COURT: Yes, sir.

2 MR. WILLOUGHBY: And that would be our
3 request and that would be all.

4 THE COURT: Yes, sir.

5 Any response, Mr. Smith, Mr. Murphy?

6 MR. MURPHY: No, Your Honor.

7 THE COURT: Okay. Gentlemen, as I
8 mentioned, I had this preliminary charge to read
9 to them. Let me glance over it quickly here.

10 MR. MURPHY: May it please the Court
11 while you're doing that?

12 THE COURT: Yes, sir.

13 MR. MURPHY: To assist our digital
14 reporter with finishing up these exhibits.

15 THE COURT: Yes, sir. Yes, sir.

16 (Premarking plaintiff and defendant's
17 exhibits; numbers not noted.)

18 THE COURT: Gentlemen, who opens in
19 opening statement today?

20 MR. WILLOUGHBY: Your Honor --

21 THE COURT: You do?

22 MR. WILLOUGHBY: -- the Jackson estate by
23 agreement of the parties has accepted the burden
24 of proof on the issue of residency. And,
25 therefore, rule 43(j) of the Rules of Civil

1 Procedure and the rules in general in case law
2 gives us, even though we're the defendant in this
3 declaratory judgment action, gives us the right to
4 open and close in both the presentation to the
5 jury and the presentation of evidence.

6 THE COURT: Yes, sir. The reason I said
7 I need to look over this preliminary charge is
8 because I'll have to somehow address the wording
9 here when I get to that point.

10 MR. MURPHY: Judge, may we approach for a
11 minute?

12 THE COURT: Yes, sir.

13 (Bench conference off the record.)

14 THE COURT: After looking at what you
15 proposed, in keeping with my -- or trying to
16 remain consistent with my rulings here, I have
17 stricken some things from this. To be specific, I
18 have stricken all of the highlighted yellow
19 language. Again, just to keep it as narrow and
20 precise as I can about the sole issue that I see
21 before the jury.

22 Mr. Willoughby, do you want to place an
23 objection on the record with that?

24 MR. WILLOUGHBY: Your Honor, I do. Thank
25 you very much. You've been very kind to remind me

1 of my responsibilities to protect the record.

2 Our -- the language that Your Honor has
3 stricken is language that talks about the policy
4 of insurance. This is a case where there is a
5 policy of insurance underlying the question of
6 residency. That policy is under insured motorist
7 coverage provision, and I think the jury is not
8 only entitled to know, I think it's so material in
9 this case that it's prejudicial if they don't
10 know.

11 THE COURT: Yes, sir.

12 MR. WILLOUGHBY: And, therefore, we
13 certainly request, and have requested the Court
14 use the more fulsome language that says that the
15 decision that they make will determine whether --
16 on residency, will determine whether or not
17 benefits under that under insured motorist
18 coverage policy provided by GEICO, which was the
19 subject of their declaratory action -- judgment
20 action that brings us here today, would be in error
21 to the benefit of the estate, the Jackson
22 estate.

23 THE COURT: Yes, sir. Any reply?

24 MR. MURPHY: No, Your Honor.

25 THE COURT: Okay. Are we ready to bring

1 the jury in folks?

2 MR. WILLOUGHBY: We are, Your Honor.

3 THE COURT: So if you bring them in,
4 please.

5 THE CLERK: Yes, sir.

6 (Jury enters the courtroom at 1:56 a.m.)

7 THE CLERK: All jurors have been seated.

8 THE COURT: All right. Sir, would you
9 swear them in, please?

10 THE CLERK: Yes, Your Honor. May it
11 please the Court?

12 THE COURT: Yes, sir.

13 THE CLERK: Ladies and Gentlemen of the
14 jury panel, will you please stand and raise your
15 right hand? You shall, will, and truly try the
16 issue joined in this case of Government Employee
17 Insurance Company, plaintiff against
18 Robert Jackson, the defendant, and a true verdict
19 given according to the evidence, so help you God
20 by saying I will.

21 JURY PANEL: I will.

22 THE CLERK: You may be seated.

23 THE COURT: Members of the jury, before I
24 begin reading to you things that I am required to
25 read to you, I told you yesterday that we don't

1 work from a script in this courtroom. It's not
2 like television or the movies, and I think now
3 you've gotten a very good dose of that so far.
4 You were here early and on time like I asked you
5 to be and I appreciate that. We were also, myself
6 and the attorneys, and we were busy working on
7 legal matters regarding this case. They were here
8 on time, I was here on time, so we've all been
9 busy today. I wish I could make it more
10 streamlined, but I cannot. But I do appreciate
11 your patience. And I'll tell you another little
12 axiom about courthouses or adage, or whatever it's
13 called, kind of what I hear about the military, we
14 often hurry up and wait. But we're busy at the
15 same time as much of an oxymoron as it may sound
16 like.

17 Now, in this case today, of GEICO
18 Insurance Company vs. Barbara P. Jackson, personal
19 representative of the Estate of Vincent A.
20 Jackson, GEICO brought this action against the
21 Jackson Estate alleging that Mr. Vincent Jackson
22 did not reside with his parents on Brown Street at
23 the time of his death as the result of an
24 automobile accident on January 17, 2014. The
25 estate of Vincent A. Jackson claims that because

1 Vincent was the son of the insureds, Barbara and
2 Therel Jackson and resided in their household.
3 Vincent was a resident of his parents' home.

4 By agreement between GEICO and the
5 Jackson Estate the Jackson Estate has the burden
6 of proof in this case. That means that the
7 Jackson estate, today known as the defendant, must
8 prove that Vincent resided in his parents' home by
9 the greater weight or preponderance of the
10 evidence. For this reason, the defendant,
11 Jackson Estate, has the right to open and close
12 the evidence and present an argument in this
13 trial, that is to go first and last even though
14 the lawsuit originally -- was originally filed by
15 GEICO as a plaintiff.

16 Now, I have several pages to read to you.
17 Please listen carefully. What I will say now is
18 intended to serve as an introduction to the trial of
19 this case. My remarks here are not a charge on the
20 law in this case. I will instruct you on the law at
21 the end of the trial before you retire to consider and
22 decide this case.

23 Before the trial begins, I want to
24 explain the procedure that we will follow so that
25 you can, perhaps, better understand what is

1 happening.

2 You have been selected as fair and
3 impartial jurors whose purpose is to find and
4 determine the facts. You are the sole judge of
5 the facts. If at any time I make comment
6 regarding the facts, you must disregard what I
7 say. You are to determine the fact from the
8 demeanor you hear and any other evidence that is
9 presented. You should not be influenced by any
10 opinions or statements you may have heard outside
11 the courtroom. It is especially important that
12 you perform your duty of determining the facts
13 diligently and conscientiously, because,
14 ordinarily, there's no way to correct an erroneous
15 determination of the facts by a jury. When you
16 comply with your oath to impartially determine the
17 facts of this case, I will have fulfilled your
18 jurors and no one will have the right to criticize
19 your verdict.

20 On the other hand, the same law that
21 makes you the judge of the facts makes me the
22 judge of the law. The law, as given by the Court,
23 is the only law you may consider. You must accept
24 it and follow it even though you may disagree with
25 it. I cannot tell you what the facts are, and you

1 cannot disagree with me about what the law is or
2 should be. Your job is to take the law as I give
3 it to you and apply it to the facts as you find
4 them from the testimony of the witnesses and any
5 other evidence presented. After doing that, you
6 will render your verdict, a truly just verdict
7 under the solemn oath you just took as jurors.

8 Until I advise you to begin your
9 deliberations, you must not discuss this case with
10 anyone including your fellow jurors, family
11 members, friends, and anyone involved in the case.
12 This includes discussions face-to-face and those
13 by telephone, email, text, or any other method of
14 communication. You may not use a computer device,
15 a cellular phone, or other electronic devices with
16 communication with capabilities at any time while
17 in the courtroom or during your deliberations.

18 You must not use these devices to send or
19 receive information about this case, including
20 information about a party, a witness, an attorney,
21 or a court officer, news accounts about the case,
22 research on any topics raised.

23 During this trial, do not read, listen
24 to, or watch any news reports, if any, about this
25 case. This includes anything that you may see in

1 the newspapers or on the Internet, radio, or
2 television. You must not consider anything you
3 may have heard or read about this case outside the
4 courtroom whether before or during the trial.

5 After the case is submitted to you, you
6 must discuss it only in the jury room with your
7 fellow jurors. The attorneys and the parties know
8 and have been advised they are not allowed to talk
9 to you at all. So, if you happen to meet each
10 other and there's no word spoken, it's because
11 everybody is doing what they're supposed to do and
12 not discuss it with each other.

13 It is important that you keep an open
14 mind and not decide any issue in this case until
15 all of the evidence have been presented, the
16 parties have made their closing arguments, and I
17 have given you the law to apply to the case.

18 In just for a moments, the attorney for
19 the defendant will make what is called an opening
20 statement in which that attorney will explain to
21 you the issues in this case, or, at least, what
22 that attorney thinks they are.

23 The attorney for the plaintiff will also
24 make an opening statement. What these attorneys
25 tell you during their opening statements is not

1 evidence in this case. It is only their
2 contention as to what the issues are. The
3 evidence in this case will be presented to you by
4 the testimony of sworn witnesses from the witness
5 stand and/or by exhibits that might be introduced
6 into evidence.

7 From time to time during the trial, you
8 may hear one of the lawyers say something like,
9 Your Honor, we may need to speak to you privately.
10 There will be times when I may have to deal with
11 matters of law with the lawyers and I will excuse
12 you from the courtroom to do that. Again, that is
13 to keep us separate and apart regarding our
14 duties.

15 In determining what the true facts are in
16 this case, you must determine whether or not the
17 testimony of a witness is believable. It will be
18 my responsibility to rule as a matter of law as to
19 whether certain testimony is admissible at all or
20 not, but once that testimony is admitted whether
21 or not you believe it is solely for you to
22 determine. In deciding whether to believe a
23 witness, you have the right to consider whether
24 the witness has an interest in the result of the
25 trial, whether the witness is prejudiced toward

1 either party, the opportunity for the witness to
2 have seen the matters and things about which the
3 witness may testify, and the way the witness acts
4 on the witness stand. You have a right to
5 consider anything that is in the record that will
6 help you evaluate the testimony of the witnesses.
7 That means that it is your duty to pay close
8 attention to those witnesses, to observe the
9 witnesses, to listen to them, and to pay close
10 attention to the attorneys and to the court.
11 Don't let your minds wander. Pay strict attention
12 to the testimony in this case so that at the end
13 of the trial, you will be able to determine what
14 the true facts are, to apply the law to those
15 facts, and to render a true and just verdict.

16 I will at some point, during this trial,
17 appoint a foreperson for that jury, and I will tell
18 you more about that when that occurs.

19 Gentlemen, any exceptions to anything I have
20 read thus far?

21 MR. MURPHY: No, Your Honor.

22 THE COURT: Except that noted earlier by
23 Mr. Willoughby.

24 MR. WILLOUGHBY: Your Honor, other than
25 the exception we talked with you about earlier.

1 MR. WILLOUGHBY: Thank you, Your Honor.

2 May it please the Court?

3 THE COURT: Yes, sir.

4 MR. WILLOUGHBY: We'll call to the first
5 to the witness stand Miss Barbara Jackson. Come
6 around, Miss Jackson.

7 THE CLERK: Place your left hand on the
8 Bible, raise your right hand, please. State your
9 name.

10 THE WITNESS: Barbara Jackson.

11 THE CLERK: Do you solemnly swear or affirm
12 the testimony you give to the Court shall be the
13 truth, the whole truth, and nothing but the truth, so
14 help you God?

15 THE WITNESS: I do.

16 THE CLERK: Watch your step as you step
17 around.

18 WHEREUPON:

19 BARBARA JACKSON,
20 after having been sworn to tell the truth, testified
21 as follows:

22 DIRECT EXAMINATION

23 MR. WILLOUGHBY:

24 Q State your name for the record and spell your last
25 name, please?

- 1 A Barbara Jackson, J-a-c-k-s-o-n.
- 2 Q Good morning, Miss Jackson.
- 3 A Good morning.
- 4 Q May I call you Barbara?
- 5 A Yes.
- 6 Q Barbara, where do you live?
- 7 A 9 Brown Street.
- 8 Q Do you work?
- 9 A Yes.
- 10 Q Where?
- 11 A Prisma Palmetto Health Toumey.
- 12 Q How long have you worked there?
- 13 A Nine years.
- 14 Q And what shift do you work on?
- 15 A Third shift.
- 16 Q And What hours are those?
- 17 A 7:00 p.m. to 7:00 a.m.
- 18 Q And please share with us your age?
- 19 A Fifty-six.
- 20 Q Do you have children?
- 21 A Yes.
- 22 Q Tell me their names, please.
- 23 A Vincent Anthony Jackson, Tyrel Dequan
- 24 Jackson.
- 25 Q If you would for a moment, let's talk a little bit

1 about Vince. When was he born?

2 A September the 10th, 2019 -- I'm sorry. '89,
3 1989.

4 Q And where did Vince live?

5 A 9 Brown Street with his father, myself, and
6 his brother.

7 Q Now, remind me when -- tell us when you and the
8 family moved to Brown Street.

9 A I think we -- about 2000, 2001.

10 Q And so from 2001 until today, you continued to
11 live at Brown Street?

12 A Yes.

13 Q Vince, where did he go to high school?

14 A Sumter high school.

15 Q And what year did he graduate?

16 A 2008.

17 Q And after he graduated from high school, what did
18 he do?

19 A He went to Central Carolina to be a welder.

20 Q And once he completed his welding training, what
21 did he do?

22 A He and his father took on a job, several jobs
23 going to Georgia, different places. His father
24 helped him get a job.

25 Q And he was in construction industry?

1 A Correct.

2 Q Working with his father?

3 A Correct.

4 Q Would they travel out of town for weeks at a
5 time?

6 A Yes.

7 Q Where did Vince have his bedroom?

8 A 9 Brown Street at home with me, his father,
9 and his brother.

10 Q Was it the same bedroom he used when he was
11 growing up?

12 A Yes.

13 Q Who cleaned that bedroom?

14 A I did.

15 Q When Vince would return home from out-of-town
16 work, what would he do?

17 A He would come home from work, him and his
18 father. They were would come home. He would
19 bring his clothes. Drop them in the laundry for
20 me to do them as well. He would come home. He
21 would eat. He would talk with his little brother
22 for a little while. And, you know, sit around
23 with them for a little while and then he heads
24 out.

25 Q Where did he keep his tools?

1 A Home in the garage where he come to bring
2 everything else.

3 Q Where did he keep his clothes?

4 A In his room.

5 Q Did he do that with the permission of you and your
6 husband?

7 A Yes.

8 Q When did he begin to date Jessica Wilson?

9 A I'm not sure of the date, but I think I
10 learned of Jessica around prom time when they went
11 on their prom date. They went to prom together.

12 Q He was a senior in high school?

13 A Correct.

14 Q Did you permit them to stay overnight at your
15 house?

16 A No, sir.

17 Q And tell me why.

18 A It wasn't allowed. He didn't grow up that
19 way, and he knew about that. It's not allowed.

20 Q Tell me about the Center Street property. Whose
21 property was that?

22 A That was his aunt and uncle. His aunt's
23 brother passed and she had power of attorney over
24 his property and she asked him to come and keep an
25 eye out for them, for that property because her

1 brother just built that house. And he passed, so
2 she didn't want nobody to mess with the house. So
3 she told Vincent that he could, you know, keep an
4 eye out for her.

5 Q How did Vince use that house?

6 A He lived over there to visit. You know, make
7 sure nobody was messing with it or whatever. He
8 would go over there periodically. And, I guess,
9 every now and then Jessica may meet him over
10 there, but he always came back home.

11 Q And how far away from your home on Brown Street is
12 the Center Street property?

13 A I want to say less than a mile. Three
14 minutes, five minutes in that area.

15 Q So not far at all?

16 A Not far at all.

17 Q Did you know that he had changed his address on
18 his driver's license to indicate that Center Street
19 was an address for him?

20 A I think he and his father talked more about
21 that, about he was trying to get some credit and,
22 you know, that was a way for him to do it.

23 Q While he was helping out the family on the
24 Center Street property with friends, did he
25 continue -- where did he continue to live?

1 A Home with me on 9 Brown Street.

2 Q Would he continue to go away for a job -- his work
3 out of town, sometimes in town?

4 A Yes, he would go out of town to work with his
5 father and then they would come back home to
6 9 Brown Street.

7 Q When did you learn that Jessica was pregnant?

8 A That had to have been -- I want to say 2011
9 when he came to my bedroom. He came and knocked.
10 He and Jessica both came there together. I think
11 they were at the doctors, and they came back to me
12 and he came and he was proud. He showed me the
13 paper that she was pregnant. And, you know, he
14 said my reaction, I didn't -- I wasn't excited
15 that she was pregnant.

16 And so he left and took her back home, then
17 he came back home and he asked me, he said, are you
18 mad at me? And I told him, no. And then I just let
19 him know you trying to be a grown man too fast. You
20 need to take care of your responsibility. If she's
21 pregnant, you're going to have to work hard and stop
22 buying all these sneakers and stuff. You're going to
23 have a baby now. You got to grow up.

24 Q So you had that parent conversation with him?

25 A Yes.

1 Q During this period of time in late 2011 and early
2 2012 through the time Jayden was born in June of 2012,
3 did he continue to use the Center Street property
4 occasionally?

5 A Occasionally, I guess he would probably go by
6 there and still -- to keep a check on it for his
7 aunt, but he would always come back home to
8 9 Brown Street with me.

9 Q Were you present at the hospital when Jayden was
10 born?

11 A Yes.

12 Q Please describe to the Ladies and Gentlemen of the
13 jury what you learned?

14 MR. MURPHY: Your Honor, I hate to
15 interject here, but that has nothing to do with
16 residency of Vincent Jackson in 2014.

17 THE COURT: Mr. Willoughby?

18 MR. WILLOUGHBY: Yes, Your Honor. The
19 tie-in is this. The fact -- I don't need to get
20 into a lot of details, but the fact that Jayden
21 had some disabilities did require a lot of care
22 and family support from both sides and it
23 influenced where these two young people wound up
24 living and considering their home.

25 THE COURT: I'll allow a little bit of

1 venturing into that, sir, but not deeply. Perhaps
2 no further than your opening statement.

3 MR. WILLOUGHBY: I don't need to go into
4 all of the proceedings.

5 THE COURT: Yes, sir.

6 MR. WILLOUGHBY: The operative
7 procedures.

8 BY MR. WILLOUGHBY:

9 Q So what did you learn that day? You won't be able
10 to give great detail, but what did you learn on that
11 day about whether or not Jayden would require some
12 special care?

13 A On that day, Jessica's mother came from --

14 MR. MURPHY: Your Honor, I hate to
15 interject again, but I don't understand the
16 relevance of that to the issue in this trial.

17 THE COURT: Yes, sir. Yes, sir.

18 Mr. Willoughby, I'm going to sustain that
19 objection, sir.

20 BY MR. WILLOUGHBY:

21 Q Were you at the hospital on the day that Jayden
22 was born?

23 A Yes.

24 Q Did Jayden have to stay in the hospital for a
25 period of time?

1 A Yes.

2 Q And for about how long?

3 A About a month.

4 Q When Jayden was released from the hospital, where
5 did Jayden go home to?

6 A He went home with Jessica, her mother, and
7 her sisters on Dollard Drive.

8 Q Now, where did Vincent go home to?

9 A 9 Brown Street with me.

10 Q During the period of time that Jayden was in the
11 neonatal care unit, where did Vince live?

12 A 9 Brown Street with me.

13 Q Did he and Jessica -- when did you learn that he
14 had secured the Rast Street apartment?

15 A Well, he was sitting with his aunt's house on
16 Center Street, someone broke in, and he told
17 her, you know, he didn't feel safe over there. He
18 didn't want to check over there -- he would check
19 over there, but he would go over there
20 periodically.

21 So then that's when he decided, later on when
22 his fathered talked, and he would like, you know, you
23 got to build some credit. And, you know, in this
24 case, you're not going to try to move out, but, you
25 know, just go to try to build some credit and that's

1 what he did.

2 Q So when he secured the Rast Street apartment, did
3 you help with providing some furniture?

4 A Yes.

5 Q What did he provide?

6 A He got a couch and a bedroom suite.

7 Q Did you ever go visit at the Rast Street place?

8 A I did.

9 Q Did you help move the stuff over there that you
10 gave to him?

11 A I didn't help move it, no, sir.

12 Q Describe how the Rast Street apartment was
13 furnished?

14 A I know I give him a couch, and then I put in
15 the apartment the bedroom suite that my mother had
16 over in her house. I took it over to the
17 apartment. So I knew he had the bedroom suite and
18 the couch and the two end tables there.

19 Q After Jayden comes out of the hospital in early
20 July of 2012, where does Vince continue -- or where
21 does Vince live even after he has the Rast Street
22 apartment?

23 A He still stayed home with me.

24 Q Now, is he working during this period of time in
25 2012?

1 A He was still working, yes, sir.

2 Q Where was it -- do you remember where he was
3 working?

4 A Evans Trailer.

5 Q Now, let's talk about some other things you did
6 for Vince, okay? You had paid for his cell phone for
7 along period of time, correct?

8 A Yes.

9 Q And were you paying his cell phone bill in 2012?

10 A Yes.

11 Q And did you have it on the family plan?

12 A Yes.

13 Q Did you continue to pay that cell phone bill?

14 A Yes.

15 Q Explain to the Ladies and Gentlemen of the jury
16 whether or not Vince helped pay for some of the bills
17 at Brown Street?

18 A Yes. He paid bills whenever he could. He
19 was working. He would pay for the Internet. He
20 would pay the water bill whenever he could.

21 Q Did he have -- tell me about the Internet service
22 at the Brown Street? Who requested that Internet
23 service?

24 A Vincent did.

25 Q Do you remember whether or not he had Internet

1 service at Rast Street?

2 A No.

3 Q No in that --

4 A No, he didn't have Internet.

5 Q He did not have Internet service.

6 Now, throughout 2012, Jayden -- by the end of
7 2012, Jayden is about six months of age. Do you visit
8 with Jayden?

9 A Yes.

10 Q Does he come to your house from time to time?

11 A Yes.

12 Q Does he stay overnight at your house?

13 A No.

14 Q Even today, with him being almost seven, does he
15 stay overnight at your house?

16 A No, sir.

17 Q Now, he's welcome to, isn't he?

18 A Yes.

19 Q Where does Jayden want to stay?

20 A Home with his mother.

21 Q And, at that time, where was home for Jayden and
22 Jessica?

23 A Home now for them?

24 Q No. In 2012, in late 2012, where was home?

25 A Dollard Drive.

1 Q Did you ever go over to Dollard Drive and visit?

2 A Yes.

3 Q Has Vince ever stayed at the Rast Street apartment
4 by himself?

5 A Not that I can recall.

6 Q Let's go into 2013. You heard Mr. Murphy talking
7 about an insurance policy that Vince secured on a
8 vehicle that he had. Tell me about that vehicle that
9 Vince had. Where was it maintained?

10 A 9 Brown Street.

11 Q And what kind of vehicle was it?

12 A I want to say an Oldsmobile Aurora.

13 Q Did you run all the time?

14 A No, sir.

15 Q Had it been parked at your -- at Brown Street for
16 many months?

17 A Yes.

18 Q And 2013, was the apartment with the car still
19 parked there at Brown Street?

20 A Yes.

21 Q Even after the motor was put in it, was it a
22 reliable car?

23 A No, sir.

24 Q And when that car was not available, not running,
25 what did Vince do for transportation?

1 A He would drive one of the family's vehicles.

2 Q Did he have permission to drive a family
3 vehicle?

4 A Yes.

5 Q Did he drive any vehicle that was there?

6 A Yes.

7 Q Did he drive all of the vehicles?

8 A Yes.

9 Q And he did so with your permission?

10 A Yes.

11 Q Let's talk with me just a little bit about
12 Christmas of 2013. Christmas of 2013, Jayden now
13 would be about a year and a half old. Tell me where
14 you remember spending Christmas eve and Christmas day.
15 Describe to us about that day?

16 A Christmas Eve, my family tradition is that we
17 all meet -- my parents are deceased now, so we
18 meet at my sister's house in the same area. We
19 would meet there Christmas Eve to bring
20 Christmas Day on in. And all of us would get
21 together there and let the kids open up a gift at
22 my sister's house, and then we would return home
23 later on that night or that morning evening.

24 Q Where does Jayden -- excuse me. Where does Vince
25 stay Christmas Eve night of 2013?

1 A Christmas Eve night, he stayed at my house,
2 9 Brown Street, at home with all of them and me.

3 Q Do you see Jayden on Christmas Day of 2013?

4 A Yes.

5 Q And where did you see Jayden on that day?

6 A At my house on 9 Brown Street.

7 Q So did Jessica come with Jayden?

8 A Yes.

9 Q Did you all have gifts for Jayden on that
10 occasion?

11 A Yes.

12 Q Did you spend any time at Rast Street on
13 Christmas Day of 2014?

14 A I didn't.

15 Q To your knowledge, did Vince or Jessica?

16 A I'm thinking they did. I'm not sure.

17 Q Did she spend time at Jessica's parents' on that
18 day?

19 A That day, yes.

20 Q As we come forward into 2014, Barbara, I want to
21 talk with you about January the 17th of 2015. That
22 the day starts like any other. Did you work on that
23 day?

24 A Yes.

25 Q And when you were leaving home for work that

1 evening, do you see Vince?

2 A Yes.

3 Q And where was he?

4 A 9 Brown Street, home with his father,
5 brother, and myself.

6 Q Did you prepare any food?

7 A Yes.

8 Q And did -- was he there -- what time did you have
9 to be leave for work that day?

10 A I have to be at work at 7:00, so I leave
11 around 6:30.

12 Q So the routine is a pretty routine day for you?

13 A Yes.

14 Q You were at work that evening?

15 A Yes.

16 Q Do you get a call?

17 A Yes.

18 Q And who called you?

19 A Jessica.

20 Q And tell me what you did as a result of the call
21 from Jessica?

22 Well, first of all, what did Jessica tell
23 you?

24 A I answered my phone. She was hysterical.

25 She told me she couldn't find Vincent. She said

1 she was over on to the apartment. She said she
2 couldn't find Vincent. She said polices -- all
3 the polices is here and she said even a coroner
4 and they need you. They want you.

5 Q And what did you do?

6 A She said all the polices was there even a
7 coroner. They said the coroner knew my son must
8 have been killed. I didn't know how, but I knew
9 that he had to have been killed.

10 I didn't drive to work that night. My
11 husband dropped me off. I had a young lady that
12 worked with me. She decided to take me home.

13 Q Where did she take you?

14 A We was driving -- I was still trying to get
15 in touch with my husband. I finally got in touch
16 with him. I told him, I said, go to the
17 apartment. Something happened. Jessica called
18 and said the police was there. I didn't tell him.
19 I just said, go to the apartment. And I had the
20 young lady take me to the apartment.

21 Q When you got to the apartment, what did you see?

22 A I see a lot of police cars, people standing
23 around.

24 Q And does anyone talk with you?

25 A I heard someone say, is that the mother? And

1 then that's when the coroner came and gave me his
2 hat and wallet and told me my son was in a car
3 accident and got killed.

4 Q And what else did he tell you?

5 A Nothing else. It was like -- it was late.
6 We can talk again tomorrow, but I never heard
7 nothing else from him.

8 Q So he gave you personal effects, said your son was
9 killed, and left.

10 A Yes.

11 Q What did you do?

12 A When he walked over and gave me my son's
13 belongings, I just hit the ground. The young lady
14 that brought me to the apartment, she -- you know,
15 she was -- had to go back to work, but she was
16 upset because I was upset. She ended up backing
17 into another car. But then after that, after she
18 got straightened out to leave, my husband, he
19 came. He was so all right that he couldn't -- he
20 was upset that he left me there to the apartment.
21 He didn't know I got -- I guess he knew I got a
22 ride there. But he left me there because he was
23 so upset. He left. And then when he left, one of
24 Vincent's friend's girlfriend took me back home to
25 9 Brown Street.

1 Q When you got to Brown Street, back to Brown
2 Street, was there visitors that came to your house
3 that evening?

4 A Yes.

5 Q At about what time of the night is it from the
6 time you get to the Rast Street apartment and then
7 from the Rast Street apartment back to your house?

8 A I want to say maybe 11:30, 12:00 in that
9 area, then I got home a little after 12:00.

10 Q And did people begin to come to your house to pay
11 their respects?

12 A Yes.

13 Q And for how long?

14 A They were there for a while, maybe around to
15 almost about 3:00 o'clock that morning.

16 Q Did anyone go to the Rast Street apartment on that
17 evening --

18 A Not that I know of.

19 Q -- to visit, or pay their respects?

20 A No, not that I know of.

21 Q And who came? Give me an -- give us an outline.

22 A My sisters.

23 Q Vincent's friends, family?

24 MR. MURPHY: Your Honor, I'd hate to
25 object, but we're trying to stay focused on

1 residency, not the identities of visitors.

2 THE COURT: Yes, sir.

3 MR. MURPHY: We understand it was
4 upsetting, but we don't think that's what the case
5 is about.

6 THE COURT: Mr. Willoughby?

7 MR. WILLOUGHBY: Well, I mean, I think
8 it's important, Judge, that where the wake of this
9 young man is held is at his home.

10 THE COURT: Well --

11 MR. WILLOUGHBY: And the people that
12 visit --

13 MR. MURPHY: Your Honor, it actually said
14 it was at the parents' home in the paper.

15 THE COURT: But she's already said there
16 was no visitors at Rast Street. She made that
17 clear. So I'll sustain.

18 BY MR. WILLOUGHBY:

19 Q So Miss Jackson, Barbara, the next day, you
20 have -- you seek out a funeral home?

21 A Yes.

22 Q Well, let me ask this: On -- when you see the
23 coroner on Rast Street, does the coroner ask you
24 anything about Vince?

25 A No, sir.

1 Q Getting information from you about Vince?

2 A No, sir.

3 Q After the wake on Friday night, the next day is
4 Saturday, what do you do?

5 A I was talking with my sisters, and, you know,
6 they was helping to prepare for his funeral,
7 whatever. And they were like, let's call -- you
8 know, call Community, you know, he knows the
9 people and they do real good work. So I called
10 Community Funeral Home and I spoke with Leroy
11 James and I was wanting to see, you know, if I
12 could come talk to him about some services. I
13 told him my son was killed in a car accident. And
14 he asked me my son's name, and I told him. And he
15 asked me could I meet him down there later that
16 evening.

17 Q And did you meet him at the funeral home?

18 A I did.

19 Q And when you met there, what was the focus -- did
20 Jessica go with you, or were you by yourself at that
21 time?

22 A I think I was by myself that time.

23 Q And when you meet with the funeral home, what were
24 your -- did you accept responsibility to pay for the
25 services that you were selecting?

1 A Yes.

2 Q And that was necessary for Vincent -- for Vince to
3 have a proper burial?

4 A Yes.

5 Q Did you make arrangements with the funeral home
6 for where the visitation for Vince would be?

7 A Yes.

8 Q And where was that set up?

9 A At the 9 Brown Street home, at my house.

10 Q And where did you have the funeral service for
11 Vince?

12 A Joshua Baptist Church.

13 Q Tell me about Joshua Baptist Church. Had Vince
14 been essentially raised in that church?

15 A Yes.

16 Q Was he still going to that church?

17 A Periodically.

18 Q And explain to me the visitation. What day was
19 the visitation held at your house?

20 A Every day people was coming there up until
21 time of the burial every day.

22 Q Was there a particular time in which there was
23 greater number of people there?

24 A My husband knows a lot of people and Vincent
25 was knows a lot of people. My house was full

1 every night up until around 7:00 o'clock. My
2 sister was like, okay, you guys got to go. Let
3 them get some rest.

4 Q Did you provide any information to the funeral
5 home that would have indicated that Vince lived at
6 Rast Street?

7 A No.

8 Q On January the 17th of 2014 when Vince passed
9 away, where was his home?

10 A 9 Brown Street, home with his father, his
11 brother, and myself.

12 Q Had that ever changed from 2001 when you first
13 moved to Brown Street and Vince was a young, young boy
14 at the time, from that day in 2001 when you moved
15 there until the day that he passed away, did his
16 residency or residence or home ever change?

17 A No, sir.

18 Q When you made the arrangements with the funeral
19 home, did you have to select a place for Vince to be
20 buried?

21 A Yes.

22 Q And where did you select?

23 A Joshua Baptist Church Cemetery.

24 Q And how long have you been a member of
25 Joshua Baptist Church?

1 A Maybe about 20 years.

2 Q And how about Mr. Jackson, how long has he been a
3 member there?

4 A That's his family church, and he grew up
5 there. So, I guess he was there all his life.

6 Q From the time that he was a young boy until
7 today?

8 A A young boy. And then as young boys do, they
9 stop going to church. But then he did stop --
10 went back on, renewed his membership the Joshua.

11 Q Do you help him with that decision?

12 A I kind of hope I did.

13 Q I'm sure you did. Does Jayden come visit at your
14 home today?

15 A Yes.

16 Q Describe Jayden. He's your grandson. How old is
17 he today?

18 MR. MURPHY: Your Honor, we're still not
19 focused on residency. No disrespect at all to her
20 grandson.

21 THE COURT: I understand. Sustained.
22 Sustained.

23 BY MR. WILLOUGHBY:

24 Q Does Jayden visit your home?

25 A Yes.

1 Q Does he --

2 MR. MURPHY: Your Honor, he goes right
3 back to it right after you sustain my objection --

4 THE COURT: Yes, sir.

5 MR. MURPHY: -- like he's trying to make
6 me stand up through his whole cross. I don't want
7 to.

8 THE COURT: Sustained, Mr. Willoughby.

9 MR. WILLOUGHBY: Your Honor, let me ask
10 this question then.

11 THE COURT: Sure. Yes, sir.

12 MR. WILLOUGHBY: Let's see if -- if it
13 will be permitted.

14 BY MR. WILLOUGHBY:

15 Q Does Jayden know if his father has a room at your
16 house?

17 A Yes.

18 THE COURT: Sustained. Sustained.

19 MR. MURPHY: What he knows is not
20 relevant.

21 THE COURT: I know. I know. I know.

22 MR. MURPHY: She already testified.

23 THE COURT: She doesn't know what he
24 knows. Sustained.

25 BY MR. WILLOUGHBY:

1 Q Barbara, how long have you and Therel had
2 insurance with GEICO?

3 MR. MURPHY: Your Honor, we're still
4 outside the scope of what the case is about.

5 THE COURT: Yes, sir. Sustained.

6 MR. MURPHY: We don't dispute it was in
7 effect --

8 THE COURT: Yes, sir.

9 MR. MURPHY: -- on the day that's in
10 question.

11 THE COURT: There's no dispute about
12 that. Sustained.

13 BY MR. WILLOUGHBY:

14 Q Barbara, you're the personal representative of
15 Vincent's estate; is that correct?

16 A Yes.

17 Q And you know that the question that this jury must
18 decide is where Vincent resided or lived at the time
19 of his passing; is that correct?

20 A Yes.

21 Q And you were in the courtroom when Mr. Murphy made
22 his opening statement to this jury, correct?

23 A Yes.

24 Q And you heard him refer to forms that Vince had
25 completed that change his address to, first,

1 Center Street on his driver's license. Do you
2 remember that?

3 A Yes.

4 Q Did you hear him say that he then later changed
5 his address for his driver's license to the
6 Rast Street Apartments. Did you hear that?

7 A Yes.

8 Q And did you hear him talk about insurance that he
9 secured for the Aurora and he listed Rast Street for
10 that address?

11 A Yes.

12 Q And other documents that he made reference to for
13 the Rast Street address, voter's registration. Do you
14 remember that?

15 A Yes.

16 Q Now, if you would, notwithstanding that
17 information, did you live with Vincent from the time
18 he was born until January 17th of 2014?

19 A Yes.

20 Q And where did you all live together?

21 A Home on 9 Brown Street.

22 Q And why would that then be filling out forms
23 saying that his address is Rast Street?

24 MR. MURPHY: Your Honor, object. That
25 calls for speculation on her part.

1 THE COURT: Sustained.

2 BY MR. WILLOUGHBY:

3 Q Were you aware of the conversation that Vince had
4 with his dad about establishing credit and some degree
5 of independence?

6 A Yes.

7 Q Now, GEICO attempts to use, in this case, that
8 Rast Street apartment to suggest -- more than suggest,
9 to say that that is Vince speaking from the grave,
10 telling the jury where he resided. I want you to tell
11 this jury where Vince lived in 2012 and 2013 and up
12 until he died in 2014?

13 A Vincent Jackson lived at 9 Brown Street, home
14 with his father, brother and myself. He would go
15 out of town. They would go work out of town. He
16 would come back home. When he would come home, he
17 would come at 9 Brown Street. He washed clothes,
18 eat, do things. Him and his father would go out
19 there and wash cars, do different things together
20 And then later on, he may leave and go pick up
21 Jessica and they would meet up, I guess, to the
22 apartment.

23 But then him and his father would have to go
24 back out of town. He would be back at 9 Brown Street.
25 He did spend the night whenever he would go pick

1 Jessica up. He would come back to 9 Brown Street,
2 spend the night, stay the night, because he and his
3 father would get up and go to work the next morning
4 together.

5 Q Barbara give us an estimate of how many nights a
6 week that he may be over at the Rast Street
7 apartment?

8 A Maybe about two or three.

9 Q And the other nights of the week, where would he
10 stay?

11 A If he's not out of town, he would be the
12 9 Brown Street. Home with his father and
13 myself.

14 MR. WILLOUGHBY: Thank you very much.
15 Please answer any questions Mr. Murphy may have.

16 MR. MURPHY: I beg the Court's
17 indulgence.

18 THE COURT: Yes, sir.

19 CROSS-EXAMINATION

20 BY MR. MURPHY:

21 Q Miss Jackson, when this happened, Vincent was 24
22 years old?

23 A Yes.

24 Q He was in the second term of a lease for his own
25 apartment on Rast Street paying \$575 a month; is that

1 correct?

2 A I know he was at Rast Street apartment, but
3 how long -- whether he renewed the lease, I don't
4 know about he renewing a lease.

5 MR. WILLOUGHBY: We had marked, Your
6 Honor, the leases as exhibits, so I would like
7 to --

8 (PLF. EXH. 16, Lease; 6/29/12, was marked
9 and entered into evidence.)

10 BY MR. MURPHY:

11 Q Exhibit 16 is the lease that was entered into on
12 June 29th of 2012 between Vincent Jackson and Century
13 21 and it was a term of one year through June 30,
14 2013. Are you familiar with that document, or can you
15 look at that and can you confirm that for me, ma'am?
16 Does that indicate that was a one-year term starting
17 in June of 2012, ma'am?

18 A Yes.

19 (PLF. EXH. 17, Lease; renewal, was marked
20 and entered into evidence.)

21 BY MR. MURPHY:

22 Q And then Exhibit 17 is the renewal of that rental
23 agreement, a one-page document renewing it for a
24 second year; is that correct?

25 A Yes.

1 Q So would I be correct in saying that he was
2 24 years old and in the 18th or 19th month of a lease
3 that he had taken out in 2012 and then renewed for a
4 second full year in the summer of 2013?

5 A Yes.

6 Q When he applied for that apartment, it shows he
7 was living at your house on 9 Brown Street, and then
8 what does it say his reason for leaving was there on
9 the first page, ma'am?

10 A To have own place.

11 Q Yes. So you were looking at this document,
12 correct, ma'am, what's up here on the board?

13 A Yes.

14 Q And his reason for leaving and renting this
15 apartment was to have own place; is that correct?

16 A Yes, but that doesn't look like his
17 handwriting that wrote to have his own place.

18 Q Yes, ma'am. I don't think I asked you if it was,
19 but that's what's on the application and he, of
20 course, signed it on page 3; is that correct?

21 A Yes.

22 Q Okay. And it indicates that both Jessica Wilson,
23 girlfriend, and Jayden Jackson, two weeks would be
24 occupants; is that correct? Right there in the middle
25 of the first page.

1 A Yes.

2 Q So your son was legally obligating himself to pay
3 \$575 a month for 12 months so that he and Jessica and
4 Jayden could live in Apartment E7 on Rast Street here
5 in Sumter.

6 A He was trying to pay, but several times I had
7 to help him out with the payment.

8 Q Okay. But he was the one who was listed as the
9 tenant. He had the right to possession of that
10 apartment under the law, but he also had the
11 obligation to pay for it under the law?

12 A Yes.

13 Q You did not co-sign for him?

14 A No.

15 Q His husband -- your husband did not co-sign for
16 him?

17 A No.

18 Q Now -- and the apartment was furnished. It had
19 kitchen furniture, a table. It had a bedrooms. It
20 had a crib. It had other furniture.

21 A I knew of the bedroom and a living room
22 suite. I haven't been through the apartment.

23 Q Now, I want to also ask you, Vincent had his own
24 vehicle, the one you said didn't run too well.

25 A Yes.

1 (PLF. EXH. 4, Application with Omni
2 Indemnity Company, was marked and entered into
3 evidence.)

4 BY MR. MURPHY:

5 Q I think we've marked as Exhibit 5 a copy of his
6 application for his own insurance policy with
7 Omni Indemnity Company and I'll hand you a copy of
8 that exhibit and it's number 4. The first page should
9 be similar to this page; is that correct?

10 A Yes.

11 Q What address does Vincent Jackson give as the
12 applicant for his own insurance policy?

13 A 251 Rast Street Apartments.

14 Q It doesn't have 9 Brown Street, does it, ma'am?

15 A No.

16 Q If you look down toward the bottom right above the
17 redactions it says, garaging address, and what is
18 listed there?

19 A 251 Rast Street Apartments.

20 Q It doesn't say 9 Brown Street, does it, ma'am?

21 A No.

22 Q And Vincent signed that application on page 2,
23 correct?

24 A Yes.

25 Q Vincent actually changed his driver's license

1 several times after moving out from 9 Brown Street,
2 didn't he?

3 A Yes.

4 (PLF. EXH. 5, DMV change of address, was
5 marked and entered into evidence.)

6 BY MR. MURPHY:

7 Q I'll hand you Exhibit 5, and it shows he first
8 changed it to Center Street which was his aunt?

9 A Yes.

10 Q Was it her house?

11 A Yes.

12 Q I assume he was not paying any rent to her to live
13 there. He was kind of doing her a favor, keeping an
14 eye on things. But he thought enough of it to change
15 his driver's license to that address.

16 A Yes.

17 Q But the apartment was leased because that was not
18 quite as safe or comfortable a place, and with Jayden
19 being born, Jessica and your son wanted to have a
20 little bit safer, nicer place since he was gone a
21 lot?

22 A They wanted to have a nicer place to meet up
23 to --

24 Q Well, \$575 a month with utilities on top of that,
25 that's a lot for a place to meet up, isn't it?

1 A Well, he had the help of us, his parents, but
2 he was trying to establish some credit.

3 Q And you're aware that the rental company here, the
4 Century 21 Hawkins, they don't report tenants to any
5 credit bureau, you know that?

6 A I didn't know it.

7 Q Are there ways that are cheaper than \$575 a month
8 for an empty, vacant apartment to establish credit?

9 A Yes.

10 (PLF. EXH. 18, DMV; change of address, was
11 marked and entered into evidence.)

12 (PLF. EXH. 19, DMV; change of address, was
13 marked and entered into evidence.)

14 BY MR. MURPHY:

15 Q Now, on the driver's license change
16 applications -- I'm going to hand you Exhibits 18 and
17 19 and ask you to look at those. Those appear to be
18 in Vincent's handwriting with his signature. Does
19 that appear to be his handwriting on the form at the
20 top here?

21 A Yes.

22 Q And that information is all correct? In other
23 words, the phone number is correct, his email address
24 is correct, his driver's license number is correct?

25 A I don't know about his email address or the

1 social.

2 Q Okay. We redacted some personal information, but
3 that's him indicating with an application that's his
4 residence address must be your current address of
5 residence, 251 Rast Street, Apartment E7; is that
6 correct?

7 A Yes.

8 Q And he did that not once but twice because he
9 renewed his license in exhibit, I believe, 19 in
10 March. So he first changed his address in 2012 at the
11 end of the year after leasing the apartment; is that
12 correct?

13 A Yes.

14 Q And then he renewed his license and reaffirmed in
15 2013 that his residence -- his address of residence
16 was 251 Rast Street, Apartment E7?

17 A Yes.

18 Q Okay. Now, the way it is now, I guess I'm behind
19 the times, I haven't moved since they changed the law,
20 but he was able to on this form indicate whether he
21 wanted to also wanted to update his voter
22 registration; is that correct?

23 A I don't know about that.

24 Q Well, he appears to be pretty conscientious
25 because he updated his voter registration vote at the

1 Center Street address and then later to the
2 Rast Street apartment; is that correct? I believe
3 that's going to be Exhibit 6. I'll hand you a copy of
4 that.

5 (PLF. EXH. 6, Voter Registration Form, was
6 marked and entered into evidence.)

7 BY MR. MURPHY:

8 Q Does that appear to be the form I have up here,
9 Exhibit 6, the top page?

10 A Yes.

11 Q And so on December 27th of 2012, he received his
12 application for voter registration, but it appears it
13 also is a DMV, which is, I guess, a new way. They
14 kind of work together. And he asked that his voter
15 registration be updated to the Rast Street apartment;
16 is that correct?

17 A I wasn't aware whether he asked them to do
18 that or not.

19 Q But that's what the document says.

20 A Yes.

21 Q And if you look in the middle where it says voter
22 declaration, can you read for me the third bullet
23 point down on the right-hand column. I'll be glad to
24 show you what I'm asking. The third bullet point on
25 this side starting right there.

1 A The address I listed above is my only legal
2 place of residence and I claim no other place as
3 my legal residence.

4 Q I claim no other place. Is Brown Street listed on
5 this form?

6 A No.

7 Q Ma'am, right before this incident, he went to
8 apply to work at Roper Temporary Services or Personnel
9 Services, were you aware of that?

10 A Yes.

11 Q And he had to provide them with certain
12 information to fill out certain documents for them as
13 well; is that correct?

14 A Yes.

15 (PLF. EXH. 8, Employment Eligibility
16 Verification, was marked and entered into evidence.)
17 BY MR. MURPHY:

18 Q So you were working. You had to fill this out
19 from time to time, either something pretty close or
20 similar to. Exhibit 8 is, what I have up there, the
21 Employment Eligibility Verification. Does that appear
22 to be Vincent's handwriting up here at the top?

23 A Yes.

24 Q And that's his signature there, signature of
25 employee?

1 A Yes.

2 Q What address does he give in this
3 Employment Eligibility Verification for the
4 Department of Homeland Security on January the 4th of
5 2014?

6 A 251 Rast Street.

7 (PLF. EXH. 2, Enrollment form, was marked
8 and entered into evidence.)

9 BY MR. MURPHY:

10 Q And, similarly, he signed an enrollment form, I'm
11 going to hand you Exhibit 2, that talks about certain
12 employee information for Roper, Exhibit 2. Does that
13 also appear to be his handwriting?

14 A Yes.

15 Q And the date of that is also January 4th of
16 2014?

17 A Yes.

18 Q What address does he provide in this enrollment
19 form to Roper?

20 A 251 Rast Street Apartments.

21 (PLF. EXH. 13, W-4 Form, was marked and
22 entered into evidence.)

23 BY MR. MURPHY:

24 Q And lastly, when he went to Roper, he had to fill
25 out a W-4 for his tax withholding? That's Exhibit 13,

1 ma'am. Does that appear to be his handwriting on that
2 form as well?

3 A Yes.

4 Q What address did he give his employer regarding
5 the tax that would be withheld from his paychecks when
6 he was working there?

7 A 251 Rast Street Apartments.

8 Q In the prior year for 2012, he had filed tax
9 returns; is that correct?

10 A Yes.

11 (PLF. EXH. 11, State tax return, was marked
12 and entered into evidence.)

13 (PLF. EXH. 12, Federal tax return, was
14 marked and entered into evidence.)

15 BY MR. MURPHY:

16 Q And Exhibits 11 and 12 are his State and Federal
17 income tax returns. I'm going to hand those to you,
18 ma'am. What address did he use with his return that
19 he submitted to the State Department of Revenue and to
20 the IRS, ma'am?

21 A 251 Rast Street Apartments.

22 Q How much of a refund did the government mail to
23 that address to him, if you know? It tells you on
24 there.

25 A 2700.

1 Q And that's not the kind of check you would want
2 going to somewhere you didn't live, would you?

3 A I'm not sure if -- whether it went to the
4 bank or to -- in the mailbox.

5 Q Ma'am, from June of 2012 when he applied for the
6 apartment and asked that Jessica and Jayden be listed
7 as residents, do you have any documents in his
8 handwriting where he represented to anybody else,
9 government, real estate people, banks, employers that
10 he lived somewhere other than 251 Rast Street,
11 Apartment E7?

12 A No.

13 MR. MURPHY: Beg the Court's indulgence
14 one second.

15 THE COURT: Yes, sir.

16 MR. MURPHY: Thank you, Your Honor.
17 That's all I have.

18 THE COURT: Mr. Willoughby.

19 MR. WILLOUGHBY: Thank you, Your Honor.

20 MR. MURPHY: Beg your indulgence. Let me
21 move this out of the way.

22 MR. WILLOUGHBY: J.R., what did you do
23 with the tax returns?

24 MR. MURPHY: I think she has all the
25 exhibits up there.

1 REDIRECT EXAMINATION

2 BY MR. WILLOUGHBY:

3 Q Barbara, I think you were asked a question about
4 would it be -- a check for \$2700 would be something
5 that you would want the mail to get, and you said it
6 could have been a direct deposit.

7 A Yes.

8 Q Look at his State tax return on page 1164, and
9 does it indicate a routing number that's been redacted
10 where it's a direct deposit to an U.S. account,
11 checking account. Do you see that?

12 A Yes.

13 Q And would it also be true, Miss Jackson, that this
14 Bates number on the bottom of Jackson 001162 indicates
15 that we actually provided these documents --

16 A Yes.

17 Q -- to GEICO?

18 A Yes.

19 Q And the same with the Federal tax return, there's
20 a section that talks about refund. And do you see
21 that there was a routing number that we've all agreed
22 to redact and the account number that the check was to
23 be paid directly into that account. Do you see
24 that?

25 A Yes.

1 Q But is it also true that the Rast Street apartment
2 has a big mailbox?

3 A Yes.

4 Q And did Vincent receive mail there at the
5 Rast Street apartment?

6 A I don't know.

7 Q Well, if any mail was directed to that address, it
8 would have gone to that apartment, correct?

9 A Yes.

10 Q Miss Jackson, let me hand to you as well a tenant
11 ledger from --

12 MR. MURPHY: Your Honor, my only
13 objection, I don't object to the exhibits, but
14 we're on redirect and I didn't go into those
15 particular documents. So I think that would be
16 the improper time to go into that.

17 MR. WILLOUGHBY: What he did --

18 MR. MURPHY: If it had been direct, it
19 would have been fine.

20 MR. WILLOUGHBY: What did he do was talk
21 with Miss Jackson about the rent payment.

22 THE COURT: Yes, sir.

23 MR. WILLOUGHBY: And so we have the
24 tenant ledger, which is the rent payment for
25 Rast Street.

1 THE COURT: Yes, sir.

2 MR. WILLOUGHBY: And I want to -- so it
3 goes directly into something that he inquired on
4 direct examination as to paying rent there.

5 THE COURT: Yes, sir.

6 MR. MURPHY: I only asked if he was
7 legally obligated to pay the rent. We didn't go
8 into the particulars, so I think that's outside
9 the scope.

10 THE COURT: To what -- where are you
11 going with this, Mr. Willoughby?

12 MR. WILLOUGHBY: Well, I mean, he asked
13 if \$575 was a lot of money to pay for an
14 apartment --

15 THE COURT: Yes, sir.

16 MR. WILLOUGHBY: -- that's not your
17 primary residence.

18 THE COURT: Right.

19 MR. WILLOUGHBY: And this goes to show
20 that the family was helping Vincent make his
21 payments.

22 THE COURT: Okay.

23 MR. MURPHY: I don't think it goes to
24 that. It just shows the payments were made, but
25 that's fine.

1 THE COURT: Okay. I'll allow it in over
2 your objection, Mr. Murphy. Go ahead, sir.

3 BY MR. WILLOUGHBY:

4 Q Let me hand you what has been premarked as
5 Exhibit 4. Do you see that exhibit, Miss Jackson?

6 A Yes.

7 Q And, Barbara, tell us, if you would -- it's a
8 history of the payments that were made for the
9 Rast Street apartment, is it not?

10 A Yes.

11 Q Tell the Ladies and Gentlemen of the jury if you
12 had to help Vince make payments there.

13 A Yes, I did.

14 Q And how often?

15 A About two or three I did.

16 Q And was there a period of time that he was
17 unemployed?

18 A Yes.

19 Q And did you really have to help during those
20 periods of time?

21 A Yes.

22 MR. WILLOUGHBY: Thank you very much. I
23 believe this is in evidence, Your Honor, but to
24 make sure the record is correct, this would be
25 Jackson Exhibit 4.

1 MR. MURPHY: Yeah, there was no objection
2 to the exhibit.

3 THE COURT: Okay. As I recall, and I may
4 be wrong, I can't memorize my notes, but there was
5 mention made earlier on her direct about helping,
6 as I recall, sometimes.

7 MR. WILLOUGHBY: I think that is correct,
8 Your Honor. But that ledger was useful in that
9 regard.

10 THE COURT: Yes, sir.

11 BY MR. WILLOUGHBY:

12 Q You were asked a question about the Aurora
13 automobile, the fact that he got insurance on it in
14 early 2013. How reliable was that Aurora vehicle?

15 A It wasn't reliable at all.

16 Q And you were asked --

17 MR. MURPHY: Your Honor, again, we're
18 outside the scope of redirect, and I specifically
19 recall that already being addressed in direct. So
20 he's, kind of, plowing old ground.

21 MR. WILLOUGHBY: It goes to the question,
22 Your Honor, dealing with his putting the garage --
23 putting the garage -- that the vehicle was garaged
24 there at the Rast Street apartment.

25 THE COURT: Can I speak to you all a

1 minute, please?

2 (Bench conference off the record).

3 BY MR. WILLOUGHBY:

4 Q Now, you remember, Barbara, that Mr. Murphy asked
5 whether or not there was an indication on the
6 insurance form on the Aurora where the vehicle was
7 being garaged.

8 A Yes.

9 Q During 2013, given the unreliable nature of that
10 vehicle, where was it primarily kept?

11 A 9 Brown Street.

12 Q So that's where it stayed?

13 A Yes.

14 Q And did it -- was it in the yard at times unable
15 to operate?

16 A Correct. Yes.

17 Q And you were asked about a bunch of documents?

18 A Yes.

19 Q And, of course, were you present when Vincent
20 filled out any of those documents?

21 A No, sir.

22 Q Are those documents consistent with what Vincent
23 was doing in terms of getting a place where he and
24 Jessica to meet, and when Jayden was born, for Jayden
25 to meet and establish some credit?

1 A Yes.

2 Q Now, Mr. Murphy has implied -- and I'm going to
3 ask this very directly to you because the jury wants
4 to know the answer to this question. He's implied
5 that, you know, it's a lot of money --

6 MR. MURPHY: Your Honor?

7 THE COURT: Sustained.

8 MR. MURPHY: It's completely improper to
9 pit a witness against the other attorney.

10 THE COURT: Sustained.

11 MR. MURPHY: I don't do that. He
12 shouldn't do that, and he should know better.

13 THE COURT: Sustained. Sustained.

14 MR. WILLOUGHBY: Judge, let me ask it
15 this way.

16 BY MR. WILLOUGHBY:

17 Q You were asked, it's a lot of money to pay for
18 just having a place.

19 A Yes.

20 Q You helped pay for that apartment some?

21 A Yes.

22 Q Notwithstanding that apartment, notwithstanding
23 what it cost, during 2012, 2013, and 2014, where did
24 Vincent live?

25 A 9 Brown Street.

1 Q If he had filled out a form and on that form he
2 indicated -- if the form said, please list your legal
3 residence, was Vincent a lawyer?

4 A No.

5 Q Was he --

6 MR. MURPHY: Your Honor, this is
7 redirect. It's supposed to be very limited. I
8 didn't go into anything about capabilities, and
9 we're just rehashing or going into fields that
10 were not raised. It's improper for redirect.

11 THE COURT: Yes, sir. Sustained,
12 Mr. Willoughby.

13 BY MR. WILLOUGHBY:

14 Q Barbara, where did Vincent live? Notwithstanding
15 these forms, where did Vincent live?

16 MR. MURPHY: Your Honor, that was just
17 asked the last question.

18 THE COURT: And it's been asked many
19 times and answered many times. I'll let it go one
20 more time.

21 BY MR. WILLOUGHBY:

22 Q Where did he live at the time that he passed
23 away?

24 A 9 Brown Street.

25 THE COURT: Okay.

1 MR. WILLOUGHBY: Thank you very much.

2 THE COURT: Yes, sir. Mr. Murphy.

3 MR. MURPHY: No. Nothing further, Your
4 Honor.

5 THE COURT: May I chat with you all,
6 please?

7 (Bench conference off the record.)

8 THE COURT: I'll give you a break or
9 allow you to go to lunch or dinner. I call it
10 dinner. You all might call it lunch. Please be
11 back in your jury room at 2:30. Do not discuss
12 this case among yourselves or with anyone else.
13 And remember my earlier instruction, you are not
14 to seek out any information about this case
15 through any means whatsoever. Please be back in
16 the jury room at 2:30. Thank you very much.

17 (Jury exits the courtroom at 12:56 p.m.)

18 THE COURT: All right, Folks, we've -- as
19 I look at the pretrial brief of Mr. Willoughby,
20 you may have as many as six or seven witnesses yet
21 to go. And you were mentioning something about
22 the expert at the end, I don't think we'll be at
23 the end of your case today. I don't think we
24 will.

25 What are you all's suggestions about the

1 rest of this day?

2 MR. WILLOUGHBY: Your Honor, it would be
3 my intention to call after lunch Therel Jackson.

4 THE COURT: Okay.

5 MR. WILLOUGHBY: And then after that,
6 Jessica Wilson.

7 THE COURT: Okay.

8 MR. WILLOUGHBY: And then after Jessica,
9 it would be Marilyn, and I think all of these
10 witnesses would be fairly brief witnesses to
11 present.

12 THE COURT: Okay.

13 MR. WILLOUGHBY: And then it would be --
14 that would be all of the plan today.

15 THE COURT: Okay.

16 MR. WILLOUGHBY: And then I would call,
17 at the end of the day, Dr. Pitner for his
18 testimony.

19 THE COURT: Okay. You're very
20 optimistic, Mr. Willoughby.

21 MR. WILLOUGHBY: I have always been
22 optimistic, Your Honor. I apologize. It's a
23 fault I have.

24 THE COURT: That's okay. But that's a
25 lot of ground to cover, and it takes -- I know she

1 was the first witness -- ma'am, you may be seated.

2 I'm sorry.

3 My plan is to go up until 5:00 and we'll
4 stop. We'll see how far we can get. Anything
5 from you all, Mr. Murphy, Mr. Smith?

6 MR. MURPHY: I think we can finish the
7 actual witnesses who are going to be live, if he
8 wants to make his proffer, since it's going to be
9 to the Court only.

10 THE COURT: Yes, sir.

11 MR. MURPHY: I'm clear about that under
12 Rule 103. I don't even think it's necessary
13 because it was handled in limine and not an
14 objection for the first time when the expert was
15 called.

16 THE COURT: Yes, sir.

17 MR. MURPHY: So I think the rule doesn't
18 really apply. But that can be done after the jury
19 is dismissed since it is more of a housekeeping
20 matter on their part because the Court's already
21 ruled on that evidence.

22 THE COURT: Yes, sir.

23 MR. MURPHY: If you want to make a
24 proffer for the record, which I don't think is
25 necessary but I understand if the Court wants to

1 allow it.

2 THE COURT: Yes, sir.

3 MR. MURPHY: So I think we could do that
4 today and, perhaps, conclude the plaintiff's case.
5 And then we'll let our witnesses know that we
6 would be ready just to put them up in the morning.
7 They will be relatively brief. They're mainly
8 records custodians.

9 THE COURT: Yes, sir.

10 MR. MURPHY: And we could have that done
11 mid-morning and then be prepared for closing
12 arguments and jury instructions. I think that's
13 doable. I do think we need to keep moving a
14 little bit.

15 THE COURT: Yes, sir. Mr. Smith, any
16 comment?

17 MR. SMITH: Judge, that's all. The only
18 thing I'm concerned about is, obviously, we've got
19 a number of records custodians and they need to
20 know. And so, as long as we go -- we see where we
21 land. And then, certainly, if Mr. Willoughby
22 carries over a little bit, then we obviously go in
23 the morning. But I have the concern I expressed
24 to you about the former coroner with his schedule,
25 so I would need to take him out of order.

1 THE COURT: Yes, sir.

2 MR. SMITH: But the quicker we can go and
3 get completed today probably the better we are to
4 conclude this case.

5 THE COURT: Miss Zeck, anything, ma'am,
6 you wish to add? Miss Zeck?

7 MS. ZECK: No.

8 THE COURT: Okay.

9 MR. WILLOUGHBY: Judge, I was going to
10 add that we may have one very brief witness that
11 we would plan to present tomorrow morning.

12 THE COURT: Okay.

13 MR. WILLOUGHBY: A Mr. Keith Marks who
14 has been identified, he would be a very short
15 witness. We'll probably make that decision at the
16 end of the day.

17 THE COURT? And then I'll presume we'll
18 move as fast as we can today and see where we
19 stand at 5:00. I know there's some judges who
20 will tell juries we just got to be here until we
21 finish, but, folks, I just don't want to do that
22 to them. I just don't want to do it to them.

23 MR. WILLOUGHBY: No, no. Judge, we're
24 not asking at all that you have the jury stay
25 after 5:00.

1 THE COURT: Okay.

2 MR. WILLOUGHBY: And I agree with
3 Mr. Murphy on this, depending upon how fast we
4 move today --

5 THE COURT: Yes, sir.

6 MR. WILLOUGHBY: That we certainly want
7 to make the offer of proof.

8 THE COURT: Yes, sir.

9 MR. WILLOUGHBY: I made the request on
10 the record --

11 THE COURT: Yes, sir.

12 MR. WILLOUGHBY: -- that we be permitted
13 to do Dr. Pitner in front of the jury. The judge
14 indicated you would let us know your decision on
15 that.

16 THE COURT: Okay.

17 MR. WILLOUGHBY: And depending upon the
18 judge's decision, I, nevertheless, would want to
19 do the offer of proof.

20 THE COURT: Yes, sir.

21 MR. WILLOUGHBY: We could do that after
22 5:00. Again, it won't be -- it would be out of
23 the presence of the jury for the offer of proof.

24 THE COURT: I'm all right with that. I just
25 don't know where we'll be at 5:00 with our witnesses.

1 Anything else, folks? All right. I will
2 see you all at approximately 2:30. Thank you for
3 your patience again.

4 MR. WILLOUGHBY: Thank you.

5 MR. MURPHY: Thanks.

6 (A break was taken from 1:00 p.m. to 2:33 p.m.)

7 MS. ZECK: We have a brief little
8 housekeeping matter that we wanted to put on the
9 record. We intended to do this prior to the basic
10 opening of the case --

11 THE COURT: Yes.

12 MS. ZECK: -- but you all brought the
13 jury in and we didn't want to interrupt them.

14 THE COURT: Okay.

15 MS. ZECK: Mr. Murphy and I had discussed
16 this -- doing it at that time, and, kind of -- we
17 didn't want to interrupt them.

18 What we just wanted to put on the record
19 is that the Jackson Estate has objections to the
20 exhibits Number 5, which is the -- I take that
21 back, Number 6, which is the voter's registration
22 records, Number 7, which is the booking center
23 record, Number 8, which is the federal employment
24 eligibility, I believe that's the I-9 form,
25 Number 9, which is the death certificate, and

1 Number 13 which is the W-4. Our objections were
2 all stated at some length.

3 THE COURT: Yes, ma'am.

4 MS. ZECK: And ruled upon, and we just
5 wanted to get the court's confirmation that those
6 objections have been preserved for purposes of
7 subsequent review.

8 THE COURT: Yes, ma'am. They have. And
9 you are correct to bring that to my attention.

10 MS. ZECK: One more thing, the late
11 identified record, the DMV records, which are
12 18 and 19.

13 MR. MURPHY: I did not record any
14 objection to Exhibit 6, which was the voter's
15 registration.

16 MS. ZECK: You're right. That was -- I
17 just misread my own notes. I withdraw that.

18 THE COURT: Okay, so noted.

19 MR. MURPHY: But, otherwise, 1 through 19
20 they are in the record and evidence in the case.

21 THE COURT: Yes, sir.

22 MR. MURPHY: Now, Your Honor, we had one
23 other issue that I mentioned to counsel, and I may
24 have given up time, but Miss Ernestine Baxter, who
25 is the HR -- the former HR person for Roper --

1 THE COURT: Yes, sir.

2 MR. MURPHY: -- she lives here in Sumter.
3 She has an orthopedist appointment at 9:30 in
4 Columbia tomorrow.

5 THE COURT: Yes, sir.

6 MR. MURPHY: If there was a chance to
7 squeeze her in right after our afternoon break, I
8 have eight questions on my outline for her. There
9 would be a person in combination to her, as
10 opposed to making her come after her appointment,
11 which could be unpredictable.

12 THE COURT: Yes, sir.

13 MR. MURPHY: So if I told her to be here
14 at four o'clock, I'd be glad to squeeze her in. I
15 can't imagine she would take more than five
16 minutes.

17 THE COURT: That's fine. I'll work with
18 any of you all any way I can to make that
19 happen.

20 MR. MURPHY: Okay. That would be
21 agreeable with you all, if we have a gap, to put
22 her up?

23 MR. WILLOUGHBY: Your Honor, I am more
24 than willing to try to accommodate.

25 THE COURT: Sure.

1 MR. WILLOUGHBY: So let's see where we
2 are. If that's okay with the Court --

3 THE COURT: Yes.

4 MR. WILLOUGHBY: -- see where we are at
5 that time. And then maybe we can figure out a
6 way to --

7 MR. MURPHY: I'll have her come a little
8 earlier than that.

9 THE COURT: Okay.

10 MR. MURPHY: And so, depending on where
11 the break is --

12 THE COURT: All right. Let me know.

13 MR. MURPHY: -- if you're inclined to let
14 us do it, great. If not --

15 THE COURT: All right, sir. Let me know.
16 We'll do what we can.

17 MR. MURPHY: Okay.

18 THE COURT: You all ready.

19 MR. SMITH: Yes, sir.

20 MR. WILLOUGHBY: We're ready,
21 Your Honor.

22 (Jury enters the courtroom at 2:35 p.m.)

23 THE CLERK: Jury is seated, Your Honor.

24 THE COURT: All right, sir.
25 Mr. Willoughby.

1 MR. WILLOUGHBY: Thank you, Your Honor.

2 May it please the Court? We call next to the
3 stand Mr. Therel Jackson. Come around,
4 Mr. Jackson, and be sworn.

5 THE CLERK: Raise your right hand. State
6 your name.

7 THE WITNESS: Therel Anthony Jackson.

8 THE CLERK: Do you solemnly swear or
9 affirm that your testimony to the Court shall be
10 the truth, the whole, and nothing but the truth,
11 so help you, so help you God?

12 THE WITNESS: I do.

13 THE CLERK: Step around. State your
14 name. Watch your step, please.

15 THE CLERK: State your name for the
16 record and spell your last name, please.

17 THE WITNESS: Therel Anthony Jackson,
18 J-a-c-k-s-o-n.

19 WHEREUPON:

20 THEREL ANTHONY JACKSON,
21 after having been sworn to tell the truth, testified
22 as follows:

23 DIRECT EXAMINATION

24 BY MR. WILLOUGHBY:

25 Q Good afternoon, Mr. Jackson.

1 A Good afternoon.

2 Q Where do you live?

3 A 9 Brown Street, Sumter, South Carolina.

4 Q May I call you Therel?

5 A Yeah, you can.

6 Q Therel, how long have you lived at that address?

7 A Well, I moved there in 2001.

8 Q And where did you move from?

9 A 117 Anderson Street.

10 Q How long have you lived in the Sumter area?

11 A All my life.

12 Q Where were you raised?

13 A On Broad Street.

14 Q Did your -- where did your parents live or your
15 mother live at one time?

16 A On 20 Reese Street.

17 Q All those addresses in close proximity to one
18 another?

19 A Yes, sir.

20 Q Where did you go to high school?

21 A Sumter High.

22 Q What year did you graduate?

23 A '76.

24 Q And did you have insurance or did you secure
25 insurance with GEICO at some point?

1 A Yes, sir.

2 Q And about when did you first secure insurance with
3 GEICO?

4 A I think it was early 90s.

5 Q And Vince, did he grow up the 9 Brown Street
6 address?

7 A Yes, sir.

8 Q And once Vince graduated from high school in 2008,
9 did you ever have a discussion with him about
10 employment opportunities?

11 A Yes, sir.

12 Q What did you tell him?

13 A I told him he had to have a trade and, you
14 know, go to school and get a trade.

15 Q Did you mention a particular trade?

16 A Yes, sir.

17 Q Which trade did you mention?

18 A Welding.

19 Q And why did you mention welding?

20 A Because I thought it was a better opportunity
21 for him at that point.

22 Q Did you work in the construction industry
23 yourself?

24 A Yes, sir.

25 Q What kind of work did you do?

1 A Electrician.

2 Q How long have you done that?

3 A 35 years.

4 Q And where are you working today?

5 A Invista in Camden.

6 Q And when did you start working with Invista in
7 Camden?

8 A Well, I first went out there in '84 and I
9 went back there in 2011.

10 Q As a result of your conversation with Vince about
11 his career path, did he complete welding school?

12 A I don't think so. I think he was one
13 semester short or something, I don't -- I can't
14 remember. But he got a certification, but -- you
15 know.

16 Q So did you help him get work in the field --
17 construction field of welding?

18 A Yes, sir.

19 Q Where did you and he first work?

20 A Me and him went to Macon, Georgia.

21 Q And what kind of work was that?

22 A Construction.

23 Q Was Vince very young and inexperienced at that
24 time?

25 A Yes, sir.

1 Q Describe for us some of the type work that he got
2 and you helped him get in his early years?

3 A Jobs like Georgia and I think North Carolina.
4 I think North Carolina for a little while. Places
5 like that. It wasn't. Mainly -- you know
6 short-term work, you know, like four, five weeks,
7 or something like that.

8 Q And you were working out of town. How would that
9 work?

10 A It worked pretty good. We stayed together in
11 the motel, talk a lot, you know, and discuss, you
12 know, plans and stuff, what you want to do.

13 Q Were you far enough away from home that you had to
14 live in a hotel for appeared of weeks?

15 A Yes, sir.

16 Q Did you all travel back and forth to these jobs
17 sites?

18 A Yes, sir.

19 Q Now, at home whenever you return to Sumter, where
20 did you return to?

21 A We'd return home to 9 Brown Street.

22 Q And explain us, did you have automobiles that
23 Vincent used?

24 A Yeah. Well, we had multiple automobiles
25 because, you know, he'd use whatever was in the

1 yard. You know what I mean?

2 Q Did he have permission to use any of your
3 vehicles?

4 A Yes, sir.

5 Q And did he use them?

6 A Yes, sir.

7 Q And what was his process in terms of selecting a
8 vehicle to use?

9 A Whichever one got gas in it, he would use
10 it.

11 Q Now, did he bring it back filled with gas?

12 A No, sir.

13 Q The -- at some point, did you have a conversation
14 with him about needing to establish credit?

15 A Yes, sir.

16 Q Tell us about that conversation and what you were
17 trying to guide your son to do?

18 A Well, I was trying to tell him, you know, he
19 had to be on his own and establish credit and get
20 the things that he wanted. And when we, you know,
21 go out on a job, you know, it was good for him to
22 his own residence because we get more money paid
23 if we on different household and stuff like
24 that.

25 Q So as you talked with him about credit,

1 establishing credit, did you introduced him at some
2 point in time to your brother's wife in Center
3 Street?

4 A Yes, sir.

5 Q Tell us how that occurred.

6 A Well, my brother's wife, her brother pass and
7 they was looking for someone to stay in the house
8 and look after the house for them, you know,
9 because they were staying out of town and they
10 come home. So they selected him to keep an eye on
11 the house for them, which he did. When the time
12 come, you know, for him to leave, you know, he'll
13 leave and go and come back. Go and come back
14 stuff like that.

15 Q Where was he staying during the period of time
16 that he may have listed Center Street on his driver's
17 license as his place of address?

18 A I was living on 9 Brown Street at that
19 time.

20 Q With you?

21 A Yes, sir.

22 Q Tell me about the things that he used at
23 Brown Street. Did he have a room at Brown Street?

24 A Yes, sir.

25 Q Was it the same room that he had when he was

1 growing up and when he was in high school?

2 A Yes, sir.

3 Q Did he have his clothes there?

4 A Yes, sir.

5 Q His entertainment, books, and video equipment?

6 A Yes, sir.

7 Q Did he have his work tools?

8 A Yes, sir.

9 Q Did he help contribute at some point to household
10 expenses?

11 A Yes, sir. He would pay some bills, you know,
12 like water bill and Internet bill, and stuff like
13 that.

14 Q So why would he make contributions toward your
15 household expenses at 9 Brown Street?

16 A Because, you know, I think we said, if you're
17 working, you paying something in the house, and he
18 selected to pay the water bill and Internet
19 bill.

20 Q You mentioned Internet. Did he -- did you use
21 Internet?

22 A No, sir. I don't use it now.

23 Q Did your wife use Internet?

24 A No, sir.

25 Q So who used the Internet service at

1 Brown Street?

2 A Well, now, or when he was there?

3 Q When he was there.

4 A Oh, him and my youngest son used it then.

5 Q Just he and Therel?

6 A Yes, sir.

7 Q But Vincent secured it. Vincent was older and he
8 secured it.

9 A Yes, sir.

10 Q Did he use the Internet in any way connected with
11 seeking employment?

12 A Yes.

13 Q And tell us how.

14 A Well, he would go on-line and, you know, pull
15 up the application -- I mean, pull up the job and
16 get the phone and contacts names on it and call
17 them and, you know, make an appointment with
18 them.

19 Q Are a lot of the construction jobs today available
20 or announced in some sort of Internet protocol?

21 A Yes, sir.

22 Q Did you use the Internet to seek employment?

23 A Well, yes. I have used it, you know, on my
24 phone day-to-day call it, you know, check on a
25 job, or something like that, whether I want it or

1 don't want it. I look at them, you know.

2 Q But you're more using the phone as a telephone?

3 A Yes, sir.

4 Q Have you made a lot of connections within the
5 construction business over the number of years that
6 you've been working?

7 A Yes, sir.

8 Q Do people call you?

9 A Yes, sir.

10 Q You're known within the industry?

11 A Yes, sir.

12 Q How many years have you worked as an
13 electrician?

14 A Probably about 35 to 36 years.

15 Q Were you here when Barbara was testifying?

16 A Yes, sir.

17 Q Do you remember her being asked some questions
18 about whether or not the Rast Street Apartments
19 complex might report information to a credit bureau
20 that might help or might not help credit ratings? Did
21 you hear that?

22 A Yes, sir.

23 Q Tell me what you know about whether or not having
24 an address is important?

25 A Well, construction-wise, it's pretty

1 important. You know, whenever we go on a job and
2 he has his own -- you know, he get per diem, or
3 what you call, you know, service -- some kind of
4 service pay. That's basically what we were living
5 off of.

6 Q So if he had reported 9 Brown Street as his
7 address and you had reported 9 Brown Street --

8 A Right, we were in the same household.

9 Q -- would it have eliminated one of you from
10 getting per diem?

11 A Yeah.

12 Q Do you have any understanding or did you have any
13 understanding or have any conversation with Vince
14 about taxes and how a separate address might benefit
15 tax paperwork?

16 A Yes, sir.

17 Q Tell me what conversation you had with him.

18 A Well, I told him if he had his own place and
19 stepping on his own foot, you know, that it would
20 bring more money tax-wise. You know, he can file
21 head of household.

22 Q Did you -- you're not a tax advisor.

23 A No, sir.

24 Q That's not what you do for a living?

25 A That's not what I do for a living.

1 Q But you had -- you've gone to tax preparers in the
2 past to help you with your taxes.

3 A Yeah.

4 MR. MURPHY: Your Honor, we're getting a
5 little far afield here about taxation and it seems
6 to be speculative. This gentleman is not in that
7 field and it's not relevant to the issue we're
8 here on.

9 THE COURT: Yes, sir. Mr. Willoughby?

10 MR. WILLOUGHBY: Your Honor, it's very
11 relevant. They inquired of Miss Jackson about the
12 tax returns and the fact that he reported
13 Rast Street, provided testimony as to some of the
14 thinking that Mr. Jackson and his son had about
15 the address, so it's directly on point.

16 THE COURT: I'll allow it, Mr. Murphy,
17 over your objection.

18 BY MR. WILLOUGHBY:

19 Q So tell us, if you would, Therel, about what you
20 came to understand about head of household and taxes
21 and conversations you had with Vince about that?

22 A I told him if he filed head of the household
23 it would be more on his return. You know, he
24 would get more back on his return, so he was
25 trying to establish some -- you know, some kind of

1 location, I guess, for him to get more money back
2 or something like that.

3 Q If he had reported 9 Brown Street as an address
4 would that have limited that -- his ability to claim
5 head of household in your understanding?

6 A That's right.

7 MR. MURPHY: Your Honor --

8 THE COURT: Sustained.

9 MR. MURPHY: He's not a CPA. It's not
10 the issue.

11 THE COURT: Sustained. I sustained that.
12 Yes, sir.

13 MR. MURPHY: Can you strike that first,
14 Your Honor, and instruct that --

15 THE COURT: I don't know that we can
16 strike things are from these -- Columbia has
17 always told me we can't really strike anything.

18 MR. MURPHY: Thank you, Your Honor.

19 MR. WILLOUGHBY: Judge, let me respond to
20 that.

21 THE COURT: Yes, sir.

22 MR. WILLOUGHBY: I didn't ask him what
23 the law was. I asked him what his understanding
24 was, so that's the only answer that in the
25 record.

1 THE COURT: But we're getting into tax
2 ramifications and you can do this and you can do
3 that, and I want to, kind of, bring it back to
4 where we were.

5 MR. WILLOUGHBY: I respect that, Your
6 Honor.

7 THE COURT: Yes, sir.

8 MR. WILLOUGHBY: The only question is,
9 lots of people have information that sometimes a
10 CPA may say otherwise, but it's what his
11 understanding would have been, what Vincent's
12 understanding would have been at the time that is
13 relevant to this case.

14 THE COURT: Well, he's already answered
15 that he thought it would be to his advantage
16 tax-wise as head of household to have his own
17 residence, right?

18 MR. WILLOUGHBY: He has.

19 THE COURT: Ho much further are we going
20 with that?

21 MR. WILLOUGHBY: I think we're far as we
22 need to go.

23 THE COURT: All right, sir.

24 MR. MURPHY: Thank you.

25 (DFT. EXH. 6, Experian Credit Report, was

1 marked and entered into evidence.)

2 BY MR. WILLOUGHBY:

3 Q So, Therel, let me also hand to you, this is
4 Exhibit 6, Jackson Exhibit 6, this is an Experian
5 credit report that comes from the application that was
6 made to the Rast Street Apartments. It comes out of
7 that package of materials. And, what I -- as I hand
8 it to you, Mr. Jackson, if you would look at item
9 number -- under the score summary, you see the score
10 summary there?

11 A Yes, sir.

12 Q Would you read to me what it says there about an
13 Experian credit rating?

14 A It says, not available due to lack of credit
15 history.

16 Q Correct. So this was dated 6/20/2012 when he was
17 applying for the Rast Street apartment. They pulled
18 this credit report and they say, not available due to
19 lack of credit history.

20 A Right.

21 Q Is that what Vincent was trying to help
22 establish?

23 MR. MURPHY: Your Honor, calls for
24 speculation.

25 THE COURT: Sustained.

1 THE WITNESS: Yes, sir.

2 BY MR. WILLOUGHBY:

3 Q Your instructions to Vincent, was that what was --
4 your instructions to Vincent was to help build
5 credit?

6 A Yes, sir.

7 Q At some point in time, Mr. Jackson, did Vincent
8 get work in the Sumter area with Evans Trailers?

9 A Yes, sir.

10 Q And that was -- didn't require him to travel out
11 of town, correct?

12 A Well, that was located in town.

13 Q Correct.

14 A Correct.

15 Q So he didn't have to travel great distances and
16 stay out for long periods of time during that period,
17 correct?

18 A Correct. That's correct.

19 Q When did you learn that Vincent and Jessica were
20 going to have a baby?

21 A I think it was a little bit after. About --
22 about a week after my wife found out, something
23 like that.

24 Q Did your wife share that news with you?

25 A Yes, sir.

1 Q And after you learned, during this period of time,
2 that's late 2011, early 2012, where was Vincent living
3 during this period of time?

4 A He was living on 9 Brown Street then.

5 Q Did he continue to live on 9 Brown Street after
6 Jessica became pregnant?

7 A Yes, sir.

8 Q Where did Jessica live, to your knowledge?

9 A I can't remember. I know the street name.

10 Q Dollard?

11 A Dollard, yeah. I guess Dollard Street,
12 yeah.

13 Q Did Vincent secure an automobile at some point?

14 A Yes, sir.

15 Q What kind of automobile was it?

16 A It was an Aurora, Oldsmobile Aurora.

17 Q How serviceable was that automobile?

18 A Well, when he first got it, it was in pretty
19 fair condition. Then all of a sudden, it's got --
20 the motor went bad in it.

21 Q And did it get parked?

22 A Yes, sir.

23 Q And for how long was it parked?

24 A It was parked about seven, eight months
25 before it was repaired.

1 Q Where was it parked?

2 A On 9 -- I mean, not 9 -- Yeah, 9 Brown
3 Street.

4 Q And it stayed there. What did he do when that
5 vehicle was not operating?

6 A Well, he drove one of mine.

7 Q Did you drive it with your permission?

8 A Yes, sir.

9 Q Where was he continuing to live during this
10 period?

11 A On 9 Brown Street.

12 Q Now after -- when Jayden was born, were you at the
13 hospital?

14 A Was I at the hospital? Yes, sir.

15 Q When Jayden was born?

16 A Yes, sir.

17 Q And after Jayden was born, did you understand, was
18 Jayden required additional care at the hospital for
19 awhile?

20 A Yes, sir.

21 Q And during the period of time that Jayden
22 continues to stay in that hospital, where does Vince
23 live?

24 A 9 Brown Street.

25 Q Now, after Jayden comes out of the hospital in

1 early July of 2012, do you know where Jayden is taken
2 by his mother?

3 A She went to Dollard, I think it was. Dollard
4 Street.

5 Q So how far is Dollard Drive from your house?

6 A I'd say about five minutes, six minutes.

7 Q Not far at all.

8 A Not really that far.

9 Q Did you go over Dollard Drive to visit?

10 A Yes, I took my wife. Me and my wife went
11 over there.

12 Q And you would visit your grandson?

13 A Yes, sir.

14 Q During the period of time, and I'm looking at all
15 of 2012, the rest of 2012, coming into 2013, where
16 does Vince live on a day-to-day basis?

17 A He was staying at the house there with us.

18 Q And how would he use the Rast Street apartment?

19 A Well, when he got back home, he would change
20 clothes, and do what he had to do, you know. Take
21 a shower, eat, and go to sleep a little while.
22 And then he gets up and, I guess, he goes over
23 there and, you know, hang out a little bit and
24 come back home. I guess that's what he was
25 doing.

1 Q So how often would he stay overnight away from
2 9 Brown Street?

3 A I'd say a couple nights. Two or three
4 nights, you know, if he do stay over.

5 Q So a couple of nights a week?

6 A I guess. You know, I was in and out of town,
7 and I come home, you know, and he usually be there
8 when I was there, you know. And then he'd leave,
9 you know.

10 Q He would be there when you were there?

11 A Yes, sir.

12 Q Now, in 2013, there's been some evidence
13 introduced that he got insurance on Oldsmobile.

14 A Uh-huh.

15 Q And tell us what you know about him getting the
16 Oldsmobile back to running and getting insurance on
17 the vehicle?

18 A Well, the Oldsmobile, the motor was gone in
19 it, and I gave him the money to buy a new motor.
20 And then I had to give him the money to get
21 someone to put it in, to take the old motor out
22 and put the new motor in. And, you know, then try
23 to get him some insurance back on it, you know.

24 Q And during the time all of this was going on,
25 where was Vince living?