

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Appellate Case No.: 2020-000938

RECEIVED

Mar 15 2021

SC Court of Appeals

Katrina Stroman.....Respondent/Appellant,

v.

Samuel Jeffords.....Appellant/Respondent.

RECORD ON APPEAL

Damon C. Wlodarczyk
Riley, Pope & Laney, LLC
P.O. Box 11412
Columbia, South Carolina 29211
803-799-9993
Attorney for the Appellant/Respondent

Virginia W. Williams
Charlie H Williams III
David R. Williams
Williams & Williams
1281 Russell Street
Orangeburg, South Carolina 29115
803-534-5218
Attorneys for Respondent/Appellant

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	CIVIL ACTION NO. 2017-CP-38-0878
	)	
Katrina Stroman,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION FOR NEW TRIAL
Plaintiff,	)	
	)	
vs.	)	
	)	
Samuel Jeffords,	)	
	)	
Defendant.	)	
	)	

This matter comes before this Court on Plaintiff's Motion for a New Trial. As more fully set forth below, this court **GRANTS** Plaintiff's Motion for a New Trial.

PROCEDURAL HISTORY

Plaintiff's case against Defendant was heard before a jury in this Court the week of January 13, 2020. The case ended January 14, 2020, in favor of Defendant. Plaintiff filed her post-trial motions on or about January 23, 2020. The basis of Plaintiff's post-trial motions were the Court's ruling on her *Batson* motion and Defendant's directed verdict motion as well as its failure to charge the jury on negligence, which resulted in incongruency of the verdict form, and its failure to charge the jury on Defendant's duty to control the conduct of the tenant or warn a third person or potential victim of danger. The motions were set to be argued before this Court on March 30, 2020. However, due to the COVID-19 pandemic, this Court requested proposed orders in effort to resolve the motions without a hearing. This Court timely received the same from both parties, and upon consideration of the additional arguments raised therein, this Court GRANTS Plaintiff a new trial based on the *Batson* issues.

STANDARD OF REVIEW

“The grant or denial of a new trial motion rests within the trial court’s discretion, and its decision will not be disturbed on appeal unless the court’s findings are wholly unsupported by the evidence or its conclusions are controlled by error of law.” Vinson v. Hartley, 324 S.C. 389, 405, 477 S.E.2d 715, 723 (Ct. App. 1996).

ANALYSIS

Plaintiff is an African American female. Defendant Jeffords exercised his five strikes (four for first twelve jurors and one for an alternate) to strike all African American females. This Court finds Defendant failed to establish a race-neutral explanation for striking all African American females.

Under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, a party cannot strike a potential juror based on race or gender. Batson v. Kentucky, 476 U.S. 79 (1989); Georgia v. McCollum, 505 U.S. 42, 59 (1992).

The procedure for analyzing a Batson motion is set forth in *Purkett*:

- (1) the opponent of a peremptory challenge must establish a prima facie case of racial discrimination, (2) the proponent of the strike must then offer a race-neutral explanation for the strike, and (3) if a race-neutral explanation is offered, then the court must decide whether the opponent of the strike has proved purposeful racial discrimination.

Purkett v. Elem, 514 U.S. 765, 767 (1995); *see also* State v. Giles, 407 S.C. 14, 754 S.E.2d 261 (2014).

In addressing the second step of the process, the United States Supreme Court has held that general assertions, such as a mere denial of a discriminatory motive or assurance the challenges were exercised in good faith, are not sufficient to rebut a prima facie showing of a race based

challenge. Batson, 476 U.S. at 97–98. Under Batson, the proponent of the peremptory challenge must provide an objectively discernible basis for the challenge that permits the opponent of the challenge and the trial court to evaluate it for pretext. State v. Giles, 407 S.C. 14, 22, 754 S.E.2d 261, 265 (2014).

The Supreme Court of South Carolina held in Giles that the Defendant's proffered reason for exercising peremptory strikes against eight Caucasian male prospective jurors and two Caucasian female prospective jurors, because the defendant “did not feel the jurors were right for the jury,” while technically race-neutral, was not a legitimate, race-neutral reason under Batson. Id. at 22-23, 754 S.E.2d at 265-66. Thus, the trial court was not required to move to third step of the Batson analysis to consider whether strikes were pre-textual for race discrimination, in a trial for burglary and other crimes, where the defendant did not articulate sufficiently specific reason that enabled trial court to assess plausibility of proffered reason, and therefore, defendant gave essentially no reason at all. Id.

This Court prepared a random list of jurors from the original pool in its random strike sheet. The parties were given four strikes each from the first twenty and one strike from the next three to pick an alternate. Defendant used all his strikes to eliminate African American females. In order they are:

1. Juror No. 97 - Defendant justified this strike on the basis that the juror was disabled and unemployed.
2. Juror No. 9 – Defendant justified this strike on the basis that he could not understand what she said regarding her employment.
3. Juror No. 19 – Defendant justified this strike because she was a caregiver and expected her to be sympathetic to an injured party.

4. Juror No. 193 – Defendant justified this strike because she had a bad experience with a landlord.
5. Alternate, Juror No. 70 – Defendant justified this strike because she is a sales associate and likely has low income and thus more likely to award Plaintiff money out of sympathy.

A. Juror No. 9, Defendant's second strike

This Court expressed grave concern during the Batson motion as to Defendant's basis for striking Juror No. 9. This Court stated on the record that it heard Juror No. 9 say her place of employment, as did Plaintiff. This Court was not satisfied with Defendant's explanation, yet decided to proceed forward in an effort of judicial efficiency as there was another jury to be picked for a second trial that same week.

In his memorandum in opposition to Plaintiff's motions, Defendant expands his argument on the basis that he "did not receive any juror cards in this matter." Def.'s Memo. In Opp. to Plaintiff's Motion for New Trial (pg. 3). The juror cards are available to counsel prior to trial through the clerk's office. Defendant had the opportunity to obtain this information just as Plaintiff did, yet Defendant chose not to. However, even more simply, Defense counsel could have asked for clarification of Juror No. 9's response during the jury selection. If the Defendant had, it would have been clear that Juror No. 9 is employed at Husqvarna, which is well-known to be a large company employing many individuals in Orangeburg County. Again, this Court heard Juror No. 9's response as did Plaintiff.

Additionally, it is notable that Defendant states in his memorandum that he intentionally sat as an alternate "a skilled factory worker employed by a large corporation." Def.'s Memo. In Opp. to

Plaintiff's Motion for New Trial (pg. 4). Following this logic, Defendant would have chosen to sit Juror No. 9, an employee at Husqvarna but he did not.

Defendant's second justification for striking Juror No. 9 is because "the information she was conveying was not understood." Def.'s Memo. In Opp. to Plaintiff's Motion for New Trial (pg. 4). Despite this reasoning, Defendant sat another juror he did not understand, Juror No. 140, a Caucasian female. "Juror 140 did not identify her employment as a customer service representative. Juror 140 identified her employment a 'CSR.' I understood her to work for a company called "CSR," as many of the jurors identified their place of employment with 'Zeus.'" Def.'s Memo. In Opp. to Plaintiff's Motion for New Trial (pg. 4). Defendant's justification ignored that Juror No. 140 further explained her occupation as a CSR for Sunset. CSR is an abbreviation commonly known in the employment world as a customer service representative. Defendant did not understand the information Juror No. 140 was conveying, yet sat her anyway. Thus, Defendant's explanation for striking Juror No. 9 is not race-neutral.

B. Juror No. 19, Defendant's third strike

Plaintiff stated in her post-trial motions that Defendant struck Juror No. 19 because she was a caregiver. Defendant offered no response in his memorandum in opposition. This Court notes that although Defendant struck Juror No. 19, he sat Juror No. 137, an African American male employed as a nurse – most certainly a caregiver. Although Juror No. 137 was African American, he was not a female, which further reflects Defendant's purposeful intent to strike African American females.

C. Juror No. 70, Defendant's alternate juror strike

Defendant justified this strike because she is a sales associate, probably has low income, and thus would likely award Plaintiff money out of sympathy. Despite this reasoning, Defendant sat

two Caucasian females with similar low-income positions: a hairstylist, Juror No. 152 and, as previously explained, Juror No. 140, a customer service representative, which is a position like a sales associate. Defendant's reasoning for striking Juror No. 70 is incongruent with sitting Jurors No. 152 and 140. The only different factor is their race.

CONCLUSION

Plaintiff has proved purposeful racial discrimination by Defendant of African American females pursuant to *Batson* and its progeny of case law.

IT IS THEREFORE ORDERED that Plaintiff's Motion for a New Trial is **GRANTED**.

IT IS SO ORDERED.

Orangeburg, South Carolina
May __, 2020

Edgar W. Dickson
Circuit Court Judge



Orangeburg Common Pleas

Case Caption: Katrina Stroman VS Payten Padgett

Case Number: 2017CP3800878

Type: Order/JNOV

So Ordered

s/ Edgar W. Dickson #2153

Electronically signed on 2020-05-26 09:42:51 page 7 of 7

Defendant.

VERDICT FORM

FILED FOR RECORD
WILLIAM B. CLARK
2020 JAN 14 PM 2:01

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Katrina Stroman,

Plaintiff,

vs.

Samuel Jeffords,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2017-CP-38-0878

VERDICT FORM

FILED FOR REC'D
WANDA B. CLARK
2020 JAN 14 PM 2:01

1. Please state the total amount of punitive damages to be awarded to **the plaintiff**.
It is not required that the defendant be assigned an amount of punitive damages.

The Defendant (If Any)

\$ _____

WHEN YOU HAVE COMPLETED THE QUESTIONNAIRE, NOTIFY THE BAILIFF.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Katrina Stroman,

Plaintiff(s)

vs.

Payten Padgett and Samuel Jeffords,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP -38- 00878

Submitted By: Virginia W. Williams

Address: Post Office Box 1084

Orangeburg, South Carolina 29116

SC Bar #: 77898

Telephone #: 803-534-5218

Fax #: 803-928-5190

Other:

E-mail: ginny@williamsattys.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: _____

Date: 6/29/2017

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

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

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Katrina Stroman,

Plaintiff,

vs.

Payten Padgett and Samuel Jeffords,

Defendant.

) IN THE COURT OF COMMON PLEAS

) C/A NO.: 2017-CP-38- 00878

SUMMONS

(Jury Trial Demanded)

2017 JUN 29 PM 3:03

FILED FOR PROCTOR
WINNIE L. JONES
CLERK OF COURT

TO: DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscriber at 1281 Russell Street, Orangeburg, South Carolina 29115 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, the Plaintiff in this action 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.



Virginia W. Williams
David R. Williams
WILLIAMS & WILLIAMS
1281 Russell Street (29115)
Post Office Box 1084
Orangeburg, S.C. 29116
Tel: (803) 534-5218
Fax: (803) 928.5190
williamsvw@williamsattys.com
williamsdr@williamsattys.com
ATTORNEY FOR PLAINTIFF

June 27, 2017
Orangeburg, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)
)
Katrina Stroman,)
)
Plaintiff,)
)
v.)
)
Payten Padgett and Samuel Jeffords,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2017-CP-38- 00878

COMPLAINT
(Jury Trial Demanded)

FILED FOR RECORD
WINNIE J. CLARK
CLERK

2017 JUN 29 PM 3:03

Now comes Plaintiff Katrina Stroman, complaining of Defendants, would allege and state as follows:

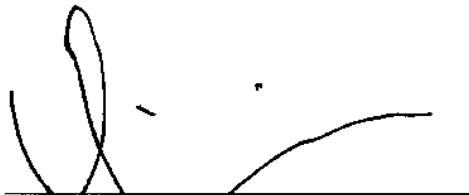
1. Plaintiff is a citizen and resident of Orangeburg County, State of South Carolina.
2. Upon information and belief, Defendants are citizens and residents of Orangeburg County, State of South Carolina.
3. Upon information and belief, Defendant Samuel Jeffords is the owner and/or resident of the home located at 375 Gospel Hill Road, Orangeburg, South Carolina.
4. Upon information and belief, Defendants lived at 375 Gospel Hill Road, Orangeburg, South Carolina, at all times relevant herein and are the owners and/or caretakers of a pit-bull, which they kept at 375 Gospel Hill Road, Orangeburg, South Carolina.
5. On or about December 1, 2014, Plaintiff was in her backyard, immediately adjoining Defendants' property, when she was attacked by Defendants' pit-bull. The attack was unprovoked.
6. It was determined that the pit-bull had not received its rabies shots, therefore Plaintiff had no choice but to undergo rabies series to prevent the possibility of an infection.

7. Defendants had actual and/or constructive knowledge of the pit-bull's aggressive behavior prior to the attack on December 1, 2014, yet intentionally disregarded the hazard this pit-bull presented to the public.
8. Defendants were negligent, careless, reckless, grossly negligent, willful and wanton in the following regards:
 - a. In having under his/her/their control and/or keeping dogs with the propensity to bite and attack individuals without provocation;
 - b. In having under his/her/their control and/or keeping dogs who bit Plaintiff, regardless of any prior knowledge of a propensity for such behavior;
 - c. In keeping an aggressive, vicious, unruly dog unrestrained by a fence, chain, or other means so as to prevent the dog from attacking individuals without provocation;
 - d. In failing to monitor the care and control of an aggressive, vicious and/or unruly dog so as to prevent said dog from attacking Plaintiff;
 - e. In failing to properly monitor conditions at 375 Gospel Hill Road, Orangeburg, South Carolina, so as to prevent an aggressive, vicious and/or unruly dog to leave said property, enter Plaintiff's property, and attack Plaintiff; and
 - f. In such other particulars as may be shown at the trial of this matter.
9. By reason and in consequence of the Defendants' conduct, Plaintiff suffered significant injuries causing her to be under the care of a doctor, to incur medical expenses, to experience severe excruciating pain, and to be permanently scarred and disfigured. Plaintiff has suffered and will continue to suffer great pain, humiliation and mental

anguish as well as loss of enjoyment of life. Plaintiff will also incur future medical expenses.

10. Plaintiff is informed and believes she is entitled to actual damages in an amount which would adequately compensate her for her injuries as well as punitive damages as may be determined by the trier in fact.

WHEREFORE, Plaintiff prays for judgment against the Defendants for actual and punitive damages as may be determined by the trier of fact, the cost of this action, and for such other relief as this Court may deem just and proper.



Virginia W. Williams
David R. Williams
WILLIAMS AND WILLIAMS
Post Office Box 1084
Orangeburg, South Carolina 29115
Tel: (803) 534-5218
Fax: (803) 928-5190
Email: williamsvw@williamsattys.com
Email: williamsdr@williamsattys.com
ATTORNEYS FOR PLAINTIFF

27 *W*
June 19, 2017
Orangeburg, SC

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

C/A NO.: 2017-CP-38-00878

Katrina Stroman,

Plaintiff,

v.

Payten Padgett and Samuel Jeffords,

Defendants.

ANSWER ON BEHALF OF SAMUEL
JEFFORDS
(JURY TRIAL DEMANDED)

2017 OCT 31 AM 11:21
CLERK OF COURT
ORANGEBURG, SC

FILED FOR RECORD
WINNIE B. CLARK

Defendant Samuel Jeffords, by and through his undersigned counsel and by way
of Answer to Plaintiff's Complaint, herein alleges as follows:

FOR A FIRST DEFENSE

1. That Plaintiff's fails to allege facts necessary to establish one or more
causes of action and, therefore, those causes of action should be dismissed.

FOR A SECOND DEFENSE

1. That each and every allegation not herein specifically admitted or qualified
is denied.

2. That this Defendant lacks knowledge or information regarding the
allegations in paragraph 1 and, therefore, those allegations are denied.

3. That paragraph 2 is admitted upon information and belief.

4. That only so much of paragraph 3 is admitted that can be construed this
Defendant owns the property identified, which is rental property, but the remaining
allegations are denied and strict proof is demanded thereof.

5. That paragraph 4 is denied as to this Defendant and strict proof is demanded
thereof.

6. That Defendant lacks knowledge or information regarding the allegations in paragraphs 5 and 6 and, therefore, those allegations are denied and strict proof is demanded thereof.

7. That paragraphs 7, 8 (including all sub-parts), 9, and 10 are denied and strict proof is demanded thereof.

FOR A THIRD DEFENSE

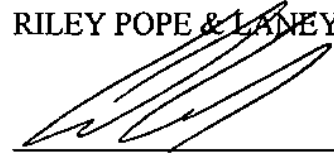
1. Plaintiff's claims for punitive damages violate the United States and South Carolina Constitutions.

FOR A FOURTH DEFENSE

1. That if Defendant was negligent, grossly negligent, careless, reckless, willful and wanton as alleged, which allegations are herein expressly denied, the Plaintiff was himself or herself negligent, careless, reckless, willful and wanton and the negligence, carelessness, recklessness, willfulness and wantonness on the part of the Plaintiff combined and concurred with any negligence, gross negligence, carelessness, recklessness, willfulness and wantonness on the part of Defendant, proximately contributed to any injuries or damages sustained by the Plaintiff, and Defendant pleads that the Plaintiff's claim should either be barred or his or her recovery diminished under the doctrine of comparative negligence.

WHEREFORE, having fully responded to Plaintiff's Complaint, Defendant requests that the same be dismissed with fees and costs awarded to Defendant, and for such other and further relief as this Court may deem just and proper.

RILEY POPE & LANEY, LLC



Damon C. Wlodarczyk
Post Office Box 11412
Columbia, South Carolina 29211
Telephone: (803) 799-9993
Facsimile: (803) 239-1414
E-mail: damonw@rplfirm.com

Attorneys for Defendant Jeffords

Columbia, South Carolina
October 27, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)
)
Katrina Stroman,)
)
Plaintiff,)
vs.)
)
Payton Padgett and Samuel Jeffords,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2017-CP-~~23~~³⁶-00878

ANSWER
(Jury Trial Demanded)

CLERK OF COURT
ORANGEBURG, SC

17 DEC 22 PM 12:09

FILED FOR RECORD
WINNIE B. CLARK

elb

Now comes the Defendant, Payton Padgett, answering the Plaintiff's Complaint herein:

FOR A FIRST DEFENSE

1. This Defendant denies each and every allegation in the Plaintiff's Complaint not hereinafter specifically admitted.

2. That upon information and belief the allegations of Paragraph 1 of the Plaintiff's Complaint are admitted.

3. That the allegations of Paragraph 2 are admitted.

4. That upon information and belief the allegations of Paragraph 3 that alleges Defendant Jeffords is the owner of property are admitted, and the remaining allegations are denied.

5. That in response to the allegations of Paragraph 4 of the Plaintiff's Complaint, Defendant Padgett only admits so much of Paragraph 4 that states that she resided at 375 Gospel Hill Road and she was the owner of the pit-bull which was kept at 375 Gospel Hill Road. That as to the remaining allegations of Paragraph 4, the Defendant Padgett is without knowledge or information sufficient to form a belief and

therefore denies same and demands strict proof thereof.

6. That the allegations of Paragraph 5 are denied.

7. That the allegations in Paragraphs 6, 7, 8 (including sub-parts a through f), 9, and 10 are denied as written and strict proof is demanded thereof.

FURTHER ANSWERING BY WAY OF AFFIRMATIVE DEFENSE
(Comparative Negligence)

8. That each and every allegation of Paragraphs 1 through 7 above are hereby realleged and reiterated as if fully set out herein.

9. That if the Plaintiff sustained any injuries or damages as set forth in the Complaint, the same were due to and caused by Plaintiff's negligence, carelessness, and/or recklessness ("negligence"), combining, concurring and contributing with the negligence of the Defendant Padgett, if any, without which contributory negligence, the Plaintiff's alleged injuries and damages would not have been incurred or sustained. Should the negligence of the Plaintiff be shown to be greater than that of the Defendant Padgett, the Plaintiff is not entitled to any recovery. Should the negligence of the Plaintiff be shown to be less than that of the Defendant Padgett, the Plaintiff's recovery should be reduced by percentage of fault.

FURTHER ANSWERING BY WAY OF AFFIRMATIVE DEFENSE
(Sole Negligence)

10. That each and every allegation of Paragraphs 1 through 9 above are hereby realleged and reiterated as if fully set out herein.

11. That if the Plaintiff sustained any injuries or damages as set forth in the Complaint, the same were due to the sole willful, wanton, reckless, careless, and negligent acts and conduct of the Plaintiff at the time and place described in the Complaint, without any negligence on the part of this Defendant Padgett, for which reason Plaintiff's claims are barred.

FURTHER ANSWERING BY WAY OF AFFIRMATIVE DEFENSE

(Assumption of Risk)

12. That each and every allegation of Paragraphs 1 through 11 above are hereby realleged and reiterated as if fully set out herein.

13. That the wilfulness, wantonness, recklessness, carelessness, and negligence, if any, which caused the injuries and damages to the Plaintiff, if any, were known to and appreciated by the Plaintiff; the Plaintiff had actual knowledge of the same, the perils, if any, or the imminence of the danger of the injuries, if any, were of such nature that a prudent person would not have incurred the risk and the Plaintiff thereby assumed the risk of entering the yard of the Defendant.

WHEREFORE, having fully answered the Complaint, this Defendant prays that the Complaint be dismissed with prejudice, costs awarded to this Defendant, and for such other relief as the Court deems just and proper.

LANIER & BURROUGHS, LLC

Date: 12-22-17



Shane M. Burroughs, Esquire
Charles J. McCutchen, Esquire
David Marshall, Esquire
ATTORNEY FOR THE PLAINTIFF
Post Office Drawer 2789
250 Gibson Street
Orangeburg, SC 29116
(803)268-9800
shane@landblawfirm.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No.: 2017-CP-38-00878
	)	
Katrina Stroman,	)	
	)	
Plaintiff,	)	
	)	
v.	)	AMENDED COMPLAINT
	)	(Jury Trial Demanded)
Payten Padgett and Samuel Jeffords,	)	
	)	
Defendant.	)	

Now comes Plaintiff Katrina Stroman, complaining of Defendants, would allege and state as follows:

1. Plaintiff is a citizen and resident of Orangeburg County, State of South Carolina.
2. Upon information and belief, Defendants are citizens and residents of Orangeburg County, State of South Carolina.
3. Upon information and belief, Defendant Samuel Jeffords is the owner and/or resident of the home located at 375 Gospel Hill Road, Orangeburg, South Carolina.
4. Upon information and belief, Defendants lived at 375 Gospel Hill Road, Orangeburg, South Carolina, at all times relevant herein and are the owners and/or caretakers of a pit-bull, which they kept at 375 Gospel Hill Road, Orangeburg, South Carolina.
5. On or about December 1, 2014, Plaintiff was in her backyard, immediately adjoining Defendants' property, when she was attacked by Defendants' pit-bull. The attack was unprovoked.
6. It was determined that the pit-bull had not received its rabies shots, therefore Plaintiff had no choice but to undergo rabies series to prevent the possibility of an infection.

7. Defendants had actual and/or constructive knowledge of the pit-bull's aggressive behavior prior to the attack on December 1, 2014, yet intentionally disregarded the hazard this pit-bull presented to the public.
8. Defendants were negligent, careless, reckless, grossly negligent, willful and wanton in the following regards:
 - a. In having under his/her/their control and/or keeping dogs with the propensity to bite and attack individuals without provocation;
 - b. In having under his/her/their control and/or keeping dogs who bit Plaintiff, regardless of any prior knowledge of a propensity for such behavior;
 - c. In keeping an aggressive, vicious, unruly dog unrestrained by a fence, chain, or other means so as to prevent the dog from attacking individuals without provocation;
 - d. In failing to monitor the care and control of an aggressive, vicious and/or unruly dog so as to prevent said dog from attacking Plaintiff;
 - e. In failing to properly monitor conditions at 375 Gospel Hill Road, Orangeburg, South Carolina, so as to prevent an aggressive, vicious and/or unruly dog to leave said property, enter Plaintiff's property, and attack Plaintiff; and
 - f. In such other particulars as may be shown at the trial of this matter.
9. Defendants are strictly liable and negligent per se for the damages suffered by Plaintiff in accordance with S.C. Code Ann. 47-3-50 and 47-3-110.
10. By reason and in consequence of Defendants' conduct, Plaintiff suffered significant injuries causing her to be under the care of a doctor, to incur medical expenses, to experience severe excruciating pain, and to be permanently scarred and disfigured.

Plaintiff has suffered and will continue to suffer great pain, humiliation and mental anguish as well as loss of enjoyment of life. Plaintiff will also incur future medical expenses.

11. Plaintiff is informed and believes she is entitled to actual damages in an amount which would adequately compensate her for her injuries as well as punitive damages as may be determined by the trier in fact.

WHEREFORE, Plaintiff prays for judgment against the Defendants for actual and punitive damages as may be determined by the trier of fact, the cost of this action, and for such other relief as this Court may deem just and proper.

s/David R. Williams

Virginia W. Williams, 77898

David R. Williams, 77899

WILLIAMS AND WILLIAMS

Post Office Box 1084

Orangeburg, South Carolina 29115

Tel: (803) 534-5218

Fax: (803) 928-5190

Email: williamsvw@williamsattys.com

Email: williamsdr@williamsattys.com

ATTORNEYS FOR PLAINTIFF

January 2, 2020
Orangeburg, SC

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
C/A NO.: 2017-CP-38-00878

Katrina Stroman,

Plaintiff,

v.

Payten Padgett and Samuel Jeffords,

Defendants.

**ANSWER TO AMENDED
COMPLAINT ON BEHALF OF
SAMUEL JEFFORDS
(JURY TRIAL DEMANDED)**

Defendant Samuel Jeffords, by and through his undersigned counsel and by way of Answer to Plaintiff's Amended Complaint, herein alleges as follows:

FOR A FIRST DEFENSE

1. That Plaintiff's fails to allege facts necessary to establish one or more causes of action and, therefore, those causes of action should be dismissed.

FOR A SECOND DEFENSE

1. That each and every allegation not herein specifically admitted or qualified is denied.

2. That this Defendant lacks knowledge or information regarding the allegations in paragraph 1 and, therefore, those allegations are denied.

3. That paragraph 2.

4. That only so much of paragraph 3 is admitted that can be construed this Defendant owns the property identified, which is rental property, but the remaining allegations are denied and strict proof is demanded thereof.

5. That paragraph 4 is denied as to this Defendant and strict proof is demanded thereof.

6. That Defendant lacks knowledge or information regarding the allegations in paragraphs 5 and 6 and, therefore, those allegations are denied and strict proof is demanded thereof.

7. That paragraphs 7, 8 (including all sub-parts), 9, 10, and 11 are denied and strict proof is demanded thereof.

FOR A THIRD DEFENSE

1. Plaintiff's claim for punitive damages violates the United States and South Carolina Constitutions.

FOR A FOURTH DEFENSE

1. That the Defendant pleads the sole negligence/strict liability of the co-defendant Payton Padgett as a complete bar to the claim against him and further alleges that all Plaintiff's damages, if any, are directly attributable to the co-defendants negligence and/or strict liability.

FOR A FIFTH DEFENSE

1. That the Defendant pleads there is no common law cause of action for negligence against him as he has not legal relationship with the Plaintiff and he is not the owner or caregiver of the dog at issue.

FOR A SIXTH DEFENSE

1. That the Defendant pleads there is no claim for punitive damages against him as the S.C. Dog Bite statute does not provide for punitive damages.

FOR A SEVENTH DEFENSE

1. That the Defendant pleads the right to request apportionment as allowed by the S.C. Contribution Among Tortfeasors Act.

WHEREFORE, having fully responded to Plaintiff's Amended Complaint, Defendant requests that the same be dismissed with fees and costs awarded to Defendant, and for such other and further relief as this Court may deem just and proper.

RILEY POPE & LANEY, LLC

s/Damon C. Wlodarczyk
Damon C. Wlodarczyk, SC Bar 70460
Post Office Box 11412
Columbia, South Carolina 29211
Telephone: (803) 799-9993
Facsimile: (803) 239-1414
E-mail: damonw@rplfirm.com

Attorneys for Defendant Jeffords

Columbia, South Carolina
January 9, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	CASE NO.: 2017-CP-05-00878
	)	
Katrina Stroman,	)	
	)	
Plaintiff,	)	
vs.	)	DEFENDANT PADGETT'S ANSWER
	)	TO AMENDED COMPLAINT
Payton Padgett and Samuel Jeffords,	)	(Jury Trial Demanded)
	)	
Defendants.	)	
_____	)	

Now comes the Defendant, Payton Padgett, answering the Plaintiff's Amended Complaint herein:

FOR A FIRST DEFENSE

1. This Defendant denies each and every allegation in the Plaintiff's Complaint not hereinafter specifically admitted.

2. That upon information and belief the allegations of Paragraph 1 of the Plaintiff's Complaint are admitted.

3. That the allegations of Paragraph 2 are admitted as to Defendant Padgett.

4. That upon information and belief the allegations of Paragraph 3 that alleges Defendant Jeffords is the owner of property are admitted, and the remaining allegations are denied.

5. That the allegations of Paragraph 4 are admitted.

6. That the allegations of Paragraph 5 are denied as written.

7. That the allegations of Paragraph 6 are denied as written, the dog had received shots in the past but were up date.

8. That the allegations of Paragraph 7 and 8 (including sub-parts a through f) are denied as written and strict proof is demanded thereof.

9. That the allegations of Paragraph 9 are conclusions of law which the Defendant is not required to admit or deny, to the extent a response is required Defendant denies same.

10. That the allegations in Paragraphs 10 and 11 are denied.

FURTHER ANSWERING BY WAY OF AFFIRMATIVE DEFENSE
(Comparative Negligence)

11. That each and every allegation of Paragraphs 1 through 10 above are hereby realleged and reiterated as if fully set out herein.

12. That if the Plaintiff sustained any injuries or damages as set forth in the Complaint, the same were due to and caused by Plaintiff's negligence, carelessness, and/or recklessness ("negligence"), combining, concurring and contributing with the negligence of the Defendant Padgett, if any, without which contributory negligence, the Plaintiff's alleged injuries and damages would not have been incurred or sustained. Should the negligence of the Plaintiff be shown to be greater than that of the Defendant Padgett, the Plaintiff is not entitled to any recovery. Should the negligence of the Plaintiff be shown to be less than that of the Defendant Padgett, the Plaintiff's recovery should be reduced by percentage of fault.

FURTHER ANSWERING BY WAY OF AFFIRMATIVE DEFENSE
(Sole Negligence)

13. That each and every allegation of Paragraphs 1 through 12 above are hereby realleged and reiterated as if fully set out herein.

14. That if the Plaintiff sustained any injuries or damages as set forth in the Complaint, the same were due to the sole willful, wanton, reckless, careless, and negligent acts and conduct of the Plaintiff at the time and place described in the Complaint, without any negligence on the part of

this Defendant Padgett, for which reason Plaintiff's claims are barred.

FURTHER ANSWERING BY WAY OF AFFIRMATIVE DEFENSE
(Assumption of Risk)

15. That each and every allegation of Paragraphs 1 through 14 above are hereby realleged and reiterated as if fully set out herein.

16. That the wilfulness, wantonness, recklessness, carelessness, and negligence, if any, which caused the injuries and damages to the Plaintiff, if any, were known to and appreciated by the Plaintiff; the Plaintiff had actual knowledge of the same, the perils, if any, or the imminence of the danger of the injuries, if any, were of such nature that a prudent person would not have incurred the risk and the Plaintiff thereby assumed the risk of entering the yard of the Defendant.

WHEREFORE, having fully answered the Complaint, this Defendant prays that the Complaint be dismissed with prejudice, costs awarded to this Defendant, and for such other relief as the Court deems just and proper.

LANIER & BURROUGHS, LLC

January 10, 2019

s/ Charles J. McCutchen
Charles J. McCutchen, Esquire
SC Bar No.: 70285
LANIER & BURROUGHS, LLC
1325 Saint Matthew Road
Post Office Box 2789
Orangeburg, SC 29116
(803) 268-9800
chad@landblawfirm.com
ATTORNEY FOR THE DEFENDANT PADGETT

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
C/A NO.: 2017-CP-38-00878

Katrina Stroman,

Plaintiff,

v.

Payten Padgett and Samuel Jeffords,

Defendants.

**DEFENDANT JEFFORDS' MOTION
FOR A DIRECTED VERDICT AT
THE CONCLUSION OF
PLAINTIFF'S CASE IN CHIEF**

At the conclusion of Plaintiff's case-in-chief, Defendant Jeffords now moves for a directed verdict.

The circuit court must deny a motion for a directed verdict or JNOV if the evidence yields more than one reasonable inference or its inference is in doubt. *Richardson v. Piggly Wiggly Cent., Inc.*, 404 S.C. 231, 233–34, 743 S.E.2d 858, 859 (Ct. App. 2013) *citing* *Strange v. S.C. Dep't of Highways & Pub. Transp.*, 314 S.C. 427, 429, 445 S.E.2d 439, 440 (1994).

I. Defendant Jeffords is entitled to a directed verdict in his favor on the Plaintiff's claim for common law negligence.

Under South Carolina common, "a landlord is not liable to a tenant's invitee for injuries inflicted by an animal kept by a tenant on leased property." *Clea v. Odom*, 394 S.C. 175, 181, 714 S.E.2d 542, 546 (2011) (internal citations omitted). However, the common law has since been abrogated in part by the Residential Landlord Tenant Act ("RLTA"), in that that a landlord may be liable for injuries inflicted upon an invitee or licensee "where the attack occurs in the *common area* of an apartment complex . . ." and when the landlord

has *actual knowledge* of a dog's vicious propensity and fails to remedy the situation. *Clea*, 394 S.C. at 182-83, 714 S.E.2d at 546-47.

In the present case, the undisputed evidence is that the dog bite *did not* occur in a common area under the control of the Defendant Jeffords, but rather the bite occurred on Plaintiff's property. Moreover, there is no evidence that the dog a vicious propensity. Accordingly, Defendant Jeffords is entitled to judgment as a matter of law as to Plaintiff's claim for common law negligence. *Id.*

II. Defendant Jeffords is entitled to a directed verdict in his favor on the Plaintiff's strict liability claim.

"If a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or *person having the dog in the person's care or keeping* is liable for the damages suffered by the person bitten or otherwise attacked. S.C. Code § 47-3-110.

The Legislature's use of the phrase "care or keeping" clearly requires that the "other person" act in a manner which manifests an acceptance of responsibility for the care or keeping of the dog. There are three scenarios under § 47-3-110 when the attack is unprovoked and the injured party is lawfully on the premises: First, the dog owner is strictly liable and common law principles are not implicated. Second, a property owner is liable when he exercises control over, and assumes responsibility for, the care and keeping of the dog. Third, a property owner is not liable under the statute when he has no control of the premises and provides no care or keeping of the dog. *Clea v. Odom*, 394 S.C. 175, 180,

714 S.E.2d 542, 545 (2011) citing *Harris v. Anderson County Sheriff's Office*, 381 S.C. 357, 364, 673 S.E.2d 423, 427 (2009).

In *Nesbitt v. Lewis*, plaintiff brought an action against mother, son, and daughter who were property owners. *Nesbitt v. Lewis*, 335 S.C. 441, 517 S.E.2d 11 (Ct. App. 1999). Mother and son resided on the property and the dogs at issue were owned by mother and lived on the property. Daughter did not live on the property. *Id.* A jury returned a verdict against the mother, son, and daughter and awarded damages.

On appeal, the Court reversed the jury verdict as to daughter finding the evidence failed to show the dogs were in her care and keeping where she had not resided on the property for five (5) years, she did not take care of the dogs, and she did not own the dogs. The Court held daughter could not be liable as she lacked both possession and control over the property *and* the dogs, which precluded a finding that daughter owned the dogs or had them in her care and keeping. *Id.*, S.C. 335 S.C. at 446, 517 S.E.2d 14.

In *Bruce v. Durney*, a plaintiff brought an action against the owners (tenants at will) of the dog that bit his minor child as well against the record owner of the property (landlord) where the dog was kept. It was alleged the property owner knew or should reasonably have known of the dangerous condition created by the dog owners in that they allowed to dog to be unrestrained and failed to take action as the property owner to remedy the condition. The plaintiff alleged the property owner had the right to control the property and was negligent in failing to do so. *Bruce v. Durney*, 341 S.C. 563, 565, 534 S.E.2d 720, 722 (Ct. App. 2000).

In affirming the trial court's grant of summary judgment in favor of property owner on the plaintiff's strict liability claim, the Court found that (1) property owner allowed the

dog to be kept on the property on which property owner did not live; (2) property owner did exercise some measure of control in that he visited the property on average once a week. However, there was no evidence that property owner provided any care or support for the dog and property owner could not be found to be the dog's keeper as it was obvious dog owner was the owner and keeper of the dog. As such, the Court affirmed the trial court's holding that property owner was not liable under S.C. Code § 47-3-110. *Id.*, 563 S.C. at 573-74, 534 S.E.2d at 725.

Finally, while not binding on this Court, a similar case was decided by Judge Tonya Gee in October 2015. In *Armstrong-King v. Baker et al.*, plaintiff brought an action against dog owner (tenant) and property owner (landlord). The bite occurred in front of the rented property on a side-walk that was not owned by landlord. The evidence was landlord exercised no day-to-day control over the leased premises, that she did not own the dogs, she did not care for or keep the dogs, and she was not aware of any prior incidents with the dogs. Judge Gee ruled that landlord could not be held liable for an incident that took place on property over which she had no control (sidewalk) and as a result of dogs that she has never owned or kept. *Armstrong-King v. Baker*, Civil Action No. 2014-CP-40-05917 (Rich. Co. Comm. Pl. October 2, 2015) *citing Bruce v. Durney*.

There is even less evidence in the present case against Defendant Jeffords that what was presented in the three (3) previous cases. Defendant Jeffords did not know about the dog. Defendant Jeffords did not visit the property during the course of the rental. Defendant Jeffords did not own the dog. Defendant Jeffords never provided any care or keeping for the dog. Defendant Jeffords was not in possession of the dog when the bite occurred. Accordingly, there is no evidence in which a jury can find Defendant Jeffords

liable under the dog bite statute as having the dog in his care and keeping and, therefore, Defendant Jeffords is entitled to judgment as a matter of law in his favor.

III. Defendant Jeffords is entitled to judgment as a matter of law in his favor on Plaintiff's claim for punitive damages.

As an initial matter, the issue of whether punitive damages are recoverable under S.C. Code § 47-3-110 has not been decided. *Nesbitt*, 335 S.C. at 448, 517 S.E.2d at 15 (stating “[w]e find punitive damages are not recoverable under the facts of this case and therefore do not address the broader issue of whether punitive damages are ever recoverable under the statute”).

Regardless, “[w]here a cause of action is created by statute, the statute determines what damages may be recovered.” *Barnwell v. Barber-Colman Co.*, 301 S.C. 534, 536, 393 S.E.2d 162, 163 (1989) *citing* *Garrick v. Florida Cent. & Peninsular R.R.*, 53 S.C. 448, 31 S.E. 334 (1898). “While actual damages are awarded ‘in satisfaction of, or in recompense for, loss or injury sustained,’ punitive damages are not assessed to compensate the plaintiff for *physical harm* suffered. Their purpose is to punish the wrongdoer and to deter him and others from engaging in similar misconduct.” *Id.* *citing* cases collected at 8 West's S.C.Digest, *Damages*, Key No. 87.

S.C. Code § 47-3-110 holds a dog owner or person having the dog in the person's care or keeping liable for the damages *suffered by the person bitten* or otherwise attacked. It is clear from the language used that the damages provided for in the statute are to compensate the person bitten for the harm he or she sustained as a result of the bite. Therefore, punitive damages cannot be awarded against Defendant Jeffords since those

damages are not assessed to compensative the plaintiff for physical harm suffered from the bite. *Id.*

Regardless, for the reasons set forth in *Nesbitt* and likewise applicable here by law and fact, Defendant Jeffords is entitled to judgment in his favor as a matter of law as to punitive damages without having to reach the question of whether the statute provides for punitive damages. *Nesbitt*, 335 S.C. at 449, 517 S.E.2d at 15–16 (finding there was no evidence to submit the issue of punitive damages to the jury where there was no reasonable inference that could be drawn from the evidence as to whether the defendant’s behavior was reckless, willful, or wanton).

Conclusion

For the reasons set forth, Defendant Jeffords is entitled to judgment as a matter of law in his favor.

RILEY POPE & LANEY, LLC

s/Damon C. Włodarczyk
Damon C. Włodarczyk, SC Bar 70460
Attorneys for Defendant Jeffords

Columbia, South Carolina
January 13, 2020

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
C/A NO.: 2017-CP-38-00878

Katrina Stroman,

Plaintiff,

v.

Payten Padgett and Samuel Jeffords,

Defendants.

**DEFENDANT JEFFORDS' MOTION
FOR A DIRECTED VERDICT AT
THE CONCLUSION OF THE CASE**

At the conclusion of the case, Defendant Jeffords now moves for a directed verdict.

The circuit court must deny a motion for a directed verdict or JNOV if the evidence yields more than one reasonable inference or its inference is in doubt. *Richardson v. Piggly Wiggly Cent., Inc.*, 404 S.C. 231, 233–34, 743 S.E.2d 858, 859 (Ct. App. 2013) *citing* *Strange v. S.C. Dep't of Highways & Pub. Transp.*, 314 S.C. 427, 429, 445 S.E.2d 439, 440 (1994).

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In the present case, the undisputed evidence is that the dog bite *did not* occur in a common area under the control of the Defendant Jeffords, but rather the bite occurred on Plaintiff's property. Moreover, there is no evidence that the dog a vicious propensity. Accordingly, Defendant Jeffords is entitled to judgment as a matter of law as to Plaintiff's claim for common law negligence. *Id.*

II. Defendant Jeffords is entitled to a directed verdict in his favor on the Plaintiff's strict liability claim.

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The Legislature's use of the phrase "care or keeping" clearly requires that the "other person" act in a manner which manifests an acceptance of responsibility for the care or keeping of the dog. There are three scenarios under § 47-3-110 when the attack is unprovoked and the injured party is lawfully on the premises: First, the dog owner is strictly liable and common law principles are not implicated. Second, a property owner is liable when he exercises control over, and assumes responsibility for, the care and keeping of the dog. Third, a property owner is not liable under the statute when he has no control of the premises and provides no care or keeping of the dog. *Clea v. Odom*, 394 S.C. 175, 180, 714 S.E.2d 542, 545 (2011) *citing Harris v. Anderson County Sheriff's Office*, 381 S.C. 357, 364, 673 S.E.2d 423, 427 (2009).

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On appeal, the Court reversed the jury verdict as to daughter finding the evidence failed to show the dogs were in her care and keeping where she had not resided on the property for five (5) years, she did not take care of the dogs, and she did not own the dogs. The Court held daughter could not be liable as she lacked both possession and control over the property *and* the dogs, which precluded a finding that daughter owned the dogs or had them in her care and keeping. *Id.*, S.C. 335 S.C. at 446, 517 S.E.2d 14.

In *Bruce v. Durney*, a plaintiff brought an action against the owners (tenants at will) of the dog that bit his minor child as well against the record owner of the property (landlord) where the dog was kept. It was alleged the property owner knew or should reasonably have known of the dangerous condition created by the dog owners in that they allowed the dog to be unrestrained and failed to take action as the property owner to remedy the condition. The plaintiff alleged the property owner had the right to control the property and was negligent in failing to do so. *Bruce v. Durney*, 341 S.C. 563, 565, 534 S.E.2d 720, 722 (Ct. App. 2000).

In affirming the trial court's grant of summary judgment in favor of property owner on the plaintiff's strict liability claim, the Court found that (1) property owner allowed the dog to be kept on the property on which property owner did not live; (2) property owner did exercise some measure of control in that he visited the property on average once a

week. However, there was no evidence that property owner provided any care or support for the dog and property owner could not be found to be the dog's keeper as it was obvious dog owner was the owner and keeper of the dog. As such, the Court affirmed the trial court's holding that property owner was not liable under S.C. Code § 47-3-110. *Id.*, 563 S.C. at 573-74, 534 S.E.2d at 725.

Finally, while not binding on this Court, a similar case was decided by Judge Tonya Gee in October 2015. In *Armstrong-King v. Baker et al.*, plaintiff brought an action against dog owner (tenant) and property owner (landlord). The bite occurred in front of the rented property on a side-walk that was not owned by landlord. The evidence was landlord exercised no day-to-day control over the leased premises, that she did not own the dogs, she did not care for or keep the dogs, and she was not aware of any prior incidents with the dogs. Judge Gee ruled that landlord could not be held liable for an incident that took place on property over which she had no control (sidewalk) and as a result of dogs that she has never owned or kept. *Armstrong-King v. Baker*, Civil Action No. 2014-CP-40-05917 (Rich. Co. Comm. Pl. October 2, 2015) *citing Bruce v. Durney*.

There is even less evidence in the present case against Defendant Jeffords that what was presented in the three (3) previous cases. Defendant Jeffords did not know about the dog. Defendant Jeffords did not visit the property during the course of the rental. Defendant Jeffords did not own the dog. Defendant Jeffords never provided any care or keeping for the dog. Defendant Jeffords was not in possession of the dog when the bite occurred. Accordingly, there is no evidence in which a jury can find Defendant Jeffords liable under the dog bite statute as having the dog in his care and keeping and, therefore, Defendant Jeffords is entitled to judgment as a matter of law in his favor.

III. Defendant Jeffords is entitled to judgment as a matter of law in his favor on Plaintiff's claim for punitive damages.

As an initial matter, the issue of whether punitive damages are recoverable under S.C. Code § 47-3-110 has not been decided. *Nesbitt*, 335 S.C. at 448, 517 S.E.2d at 15 (stating “[w]e find punitive damages are not recoverable under the facts of this case and therefore do not address the broader issue of whether punitive damages are ever recoverable under the statute”).

Regardless, “[w]here a cause of action is created by statute, the statute determines what damages may be recovered.” *Barnwell v. Barber-Colman Co.*, 301 S.C. 534, 536, 393 S.E.2d 162, 163 (1989) *citing* *Garrick v. Florida Cent. & Peninsular R.R.*, 53 S.C. 448, 31 S.E. 334 (1898). “While actual damages are awarded ‘in satisfaction of, or in recompense for, loss or injury sustained,’ punitive damages are not assessed to compensate the plaintiff for *physical harm* suffered. Their purpose is to punish the wrongdoer and to deter him and others from engaging in similar misconduct.” *Id. citing* cases collected at 8 West's S.C.Digest, *Damages*, Key No. 87.

S.C. Code § 47-3-110 holds a dog owner or person having the dog in the person's care or keeping liable for the damages *suffered by the person bitten* or otherwise attacked. It is clear from the language used that the damages provided for in the statute are to compensate the person bitten for the harm he or she sustained as a result of the bite. Therefore, punitive damages cannot be awarded against Defendant Jeffords since those damages are not assessed to compensate the plaintiff for physical harm suffered from the bite. *Id.*

Regardless, for the reasons set forth in *Nesbitt* and likewise applicable here by law and fact, Defendant Jeffords is entitled to judgment in his favor as a matter of law as to punitive damages without having to reach the question of whether the statute provides for punitive damages. *Nesbitt*, 335 S.C. at 449, 517 S.E.2d at 15–16 (finding there was no evidence to submit the issue of punitive damages to the jury where there was no reasonable inference that could be drawn from the evidence as to whether the defendant’s behavior was reckless, willful, or wanton).

Conclusion

For the reasons set forth, Defendant Jeffords is entitled to judgment as a matter of law in his favor.

RILEY POPE & LANEY, LLC

s/Damon C. Włodarczyk
Damon C. Włodarczyk, SC Bar 70460
Attorneys for Defendant Jeffords

Columbia, South Carolina
January 13, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	CIVIL ACTION NO. 2017-CP-38-0878
	)	
Katrina Stroman,	)	PLAINTIFF'S NOTICE OF MOTION
	)	FOR JNOV OR IN THE
Plaintiff,	)	ALTERNATIVE MOTION FOR NEW
	)	TRIAL
vs.	)	
	)	
Samuel Jeffords,	)	
	)	
Defendant.	)	
	)	

TO: DAMON WLODARCZYK, ESQUIRE, ATTORNEY FOR DEFENDANT

YOU WILL PLEASE TAKE NOTICE, that as soon as counsel may be heard, Plaintiff, by and through her undersigned attorney, pursuant to Rules 50(b) and 59 of the South Carolina Rules of Civil Procedure, move for a judgment notwithstanding the verdict or in the alternative, a new trial absolute.

Plaintiff moves for a new trial on the following grounds:

1. The circuit court erred in overruling Plaintiff's *Batson* motion after jury selection.

Plaintiff is an African American female. Defendant Jeffords exercised his five strikes (four for first twelve jurors and one for alternate) to strike all African American females. Specifically, Defendant struck Juror number 9, 19, 70, and 97, but could not offer a racial neutral explanation for each strike.

- a. Juror No. 9 – Defendant justified this strike on the basis that he could not understand what she said regarding her employment. The court expressed deep concern for this explanation in that it did not appear to be a race neutral reason.
- b. Juror No. 19 – Defendant justified this strike because she was a caregiver and expected her to be sympathetic to an injured party.

- c. Juror No. 70 – Defendant justified this strike because she is a sales associate and likely has low income and thus more likely to award Plaintiff money out of sympathy.
- d. Juror No. 97 – Defendant justified this strike on the basis that the juror was disabled and unemployed.
- e. Juror No. 193 – Defendant justified this strike because she had a bad experience with a landlord.

Plaintiff concurs with the court's concern regarding Juror No. 9. Plaintiff, nor the court, had difficulty understanding Juror No. 9. Juror No. 9 also submitted a jury card which confirmed her place of employment. Furthermore, Defendant did not ask for Juror No. 9 to clarify her response in effort to better understand her response.

Plaintiff is further troubled by the basis for Defendant's striking of Juror No. 70. Despite this explanation, Defendant sat a white female, Juror No. 140, who identified herself as a customer service representative, which is a similar if not the same position as a sales associate.

Finally, Plaintiff is troubled by the basis for Defendant's striking of Juror No. 97. Despite this explanation, Defendant sat a white female, Juror No. 35, who stated she was unemployed.

2. The circuit court erred in granting Defendant's directed verdict motion on Plaintiff's claims of negligence.

The court relied on the *Clea* case in its decision stating that for a landlord to be responsible for a dog bite by a dog living on the landlord's property, the bite must occur in a common place

under the control of the landlord. Clea v. Odom, 394 S.C. 175, 714 S.E.2d 542 (2011). The *Clea* court does emphasize the significance that the bite occurred in the common area, yet looking closer at the significance of this fact, it is clear the analysis does not stop there but is rooted in the landlord's exercise of control over the area where the dog was kept and thus the dog.

In the case presented by Plaintiff, there was evidence that Defendant, through his agent Greg Brooks, had heightened control over the tenant's property and thus a heightened duty to control the tenant's pit-bull. There was testimony Defendant built a fence to enclose the backyard, provided a runner for the dog in the backyard, and provided a house for the dog. All of these measures indicate heightened control over the property and the dog.

Equally important to the *Clea* court was the fact the landlord had actual knowledge of the dog's vicious propensity. Id. at 183, 714 S.E.2d at 547. In the case presented by Plaintiff, there was evidence the tenant moved the dog out of the house because of concerns of the dog interacting with her young child. Defendant's agent, Greg Brooks, admitted he was aware of this fact and yet still took the step of providing a house for the dog, a runner, and eventually a fence.

There was evidence before the jury that Defendant exercised heightened control over the area where the dog lived and thus, the dog. It is illogical to conclude that a landlord is responsible for keeping a vicious dog in an area where he exercises heightened control and not hold a landlord responsible for not containing a vicious dog in an area where he exercises heightened control and knows the dog is living. The key issue is the landlord knew a dog was vicious and exercised control over where that dog resided yet did nothing to prevent harm to others.

It is likewise illogical to protect an invitee onto the landlord's property who engages and interacts with the dog, like the *Clea* court, yet not offer protection to someone, like Plaintiff, who is not even on the property where the dog was living much less did anything to provoke the dog.

Defendant was in a position, given his knowledge and control of his property, to do something to protect Plaintiff. Plaintiff had no ability to prevent this bite from happening. The concept of protecting individuals not considered to be invitees or licensees from dangerous instrumentalities is not foreign in South Carolina. Consider South Carolina's law on products liability and dram shop liability.

3. The circuit court erred in not charging the jury on negligence.

Similar to the previous argument, there was evidence to consider that Defendant had sufficient control per *Clea* over the area where the dog was housed and knowledge of the dog's propensities to prevent this dog bite so that the jury should have been charged with negligence. Furthermore, the court allowed a jury charge on S.C. Code Ann. 47-3-50 because there was evidence Defendant was an owner or other keeper of the dog at issue and allowed that dog to run at large off of property Defendant controlled. The court reasoned the jury could conclude Defendant violated this statute and thus was negligent per se. The court went further to allow a jury charge on punitive damages. It is incongruent to allow a negligence per se consideration, which is founded in negligence, but not a negligence charge.

4. The verdict form was improper because it combined elements of negligence with strict liability, yet the jury was not allowed to consider Defendant's negligence.

Based on the judge's ruling on the negligence cause of action, the jury was charged on and a verdict form was prepared based on the strict liability statute, S.C. Code Ann. 47-3-110(A). That statute is as follows:

(A) If a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog

owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of a political subdivision of this State, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

The questions in the verdict form read:

1. Did the Defendant Samuel Jeffords, or his agent (if any), exercise control over the premises at the time of the dog bite?
2. Was the dog in Defendant Jeffords' or his agents' (if any) keeping at the time of the dog bite?

Plaintiff submits the first question sounded in the common law negligence case law and not strict liability. There is nothing in the statute suggesting that whether or not Defendant had control of the premises was necessary to find him liable under the strict liability statute. The jury answered question one yes, which suggests it could have found in favor of Plaintiff if it was properly charged on negligence and not solely the strict liability statute. As such, the court made an error of law in ruling against Plaintiff for negligence then presenting a negligence issue for the jury to consider on the verdict form. Even if the questions were proper, the fact that the jury answered yes to the first question, which again is founded in the common law negligence case law as previously explained, gives credence to Plaintiff's argument that the jury should have been charged on negligence.

5. **The circuit court erred in not charging the jury on Defendant's duty to control the conduct of the tenant or warn a third person or potential victim of danger.**

Plaintiff proffered this charge for the court, which was denied:

The defendant does not have a duty to protect against the criminal acts of third parties unless the defendant knew, or had reason to know, that acts, which would pose an imminent probability of harm to an invitee, were occurring or were about to occur on the premises. If the defendant knew or had reason to know of the criminal acts, the defendant has a duty to use reasonable care to protect against the acts.¹³⁸

Duty to control the conduct of another or to warn a third person or potential victim of danger

The defendant has a duty to control the conduct of another person or to warn a third person or potential victim of danger: (1) where the defendant has a special relationship to the victim; or (2) where the defendant has a special relationship to the injurer; when a party is in a position to monitor, supervise, and control a person's conduct, a special relationship between the defendant and the dangerous person may trigger a duty to warn potential victims of the danger posed by the individual. This special duty is limited to situations where the person under the defendant's control has made a specific threat directed at a specific individual; the defendant must be aware of a distinct, specific, overt threat of harm which the individual makes towards a particular victim or where the defendant voluntarily undertakes a duty; or where the defendant negligently or intentionally creates the risk; or where a statute imposes a duty on the defendant

Based on the evidence presented at trial, this charge was appropriate, and the court erred in not reading it to the jury.

CONCLUSION

Plaintiff, based on all of the foregoing reasons, respectfully requests this court to reconsider its decisions and issue an order granting Plaintiff a JNOV or in the alternative, a new trial absolute, and grant such other and further relief as may be just and proper.

[Signature page to follow]

s/Virginia W. Williams
David R. Williams, 77899
Virginia W. Williams, 77898
WILLIAMS & WILLIAMS
1281 Russell Street
Post Office Box 1084
Orangeburg, S.C. 29116-1084
Phone: (803) 534-5218
Facsimile: (803) 928-5190
david@williamsattys.com
ginny@williamsattys.com

January 23, 2020

Orangeburg, South Carolina

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Katrina Stroman,

Plaintiff,

v.

Samuel Jeffords,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2017-CP-38-00878

**DEFENDANT'S RESPONSE IN
OPPOSITION TO PLAINTIFF'S
MOTION FOR A NEW TRIAL**

Defendant hereby submits his response in opposition to Plaintiff's Motion for a New Trial.

"The grant or denial of a new trial motion rests within the trial court's discretion, and its decision will not be disturbed on appeal unless the court's findings are wholly unsupported by the evidence or its conclusions are controlled by error of law." *Vinson v. Hartley*, 324 S.C. 389, 405, 477 S.E.2d 715, 723 (Ct.App.1996).

I. The trial court correctly denied Plaintiff's *Batson* motion prior to the start of the case.

The Equal Protection Clause of the Fourteenth Amendment prohibits the striking of a venire person on the basis of race or gender. *McCrea v. Gheraibeh*, 380 S.C. 183, 669 S.E.2d 333 (2008). A *Batson* hearing must be held when members of a cognizable racial group or gender are struck and the opposing party requests a hearing. *State v. Adams*, 322 S.C. 114, 124, 470 S.E.2d 366, 372 (1996). At the hearing, the proponent of the strike must offer a facially race-neutral explanation for the strike. Once the proponent states a race-neutral reason, the burden is on the party challenging the strike to show the explanation is mere pretext, either by showing similarly situated members of another race were seated on

the jury or that the reason given for the strike is so fundamentally implausible as to constitute mere pretext despite a lack of disparate treatment. An explanation for a jury strike will be deemed race-neutral unless a discriminatory intent is inherent. *Robinson v. Bon Secours St. Francis Health Sys., Inc.*, 382 S.C. 224, 227, 675 S.E.2d 744, 746 (2009)

The venire consisted of six (6) black females, three (3) black males, eight (8) white females, and three (3) white males for the jury, and two (2) black females and one (1) white male for the alternate juror. The jury that deliberated this case consisted of (2) black females, five (5) white females, and two (2) white males. *State v. Cochran*, 369 S.C. 308, 315, 631 S.E.2d 294, 298 (Ct. App. 2006) citing *State v. Shuler*, 344 S.C. 604, 621, 545 S.E.2d 805, 813 (2001) (“[T]he composition of the jury panel is a factor that may be considered when determining whether a party engaged in purposeful discrimination pursuant to a *Batson* challenge.”).

As an initial matter, Plaintiff essentially asking the Court to reconsider its prior ruling before the start of trial. The Defendant contends no new grounds have been raised which would cause the Court to reverse its prior ruling.

While the jury consisted of five (5) black jurors and seven (7) white jurors, Plaintiff contends the reasons offered in support of the strikes were not race neutral as to Jurors 9, 70, and 97.

Juror 9 – As noted, the undersigned struck juror 9 because counsel did not understand what the juror was saying regarding her employment. Plaintiff alleges this is not race neutral because counsel could have asked the Court to have the juror clarify her response in an effort to better understand her. Plaintiff also alleges that the juror’s place of employment was on her juror card.

First, the undersigned did not receive any juror cards in this matter. The undersigned only received the jury attorney list provided at jury qualification which did not include employment information.

Second, the basis of the strike was not because of not knowing where the person was employed (although that information could have been used as an additional ground if known), but that the information she was conveying was not understood. For the most part, the only opportunity to observe a potential juror is when the juror stands up in open court and gives their name, employment, spouse and spouse's employment. If a potential jury does not speak with clarity, appears quiet, intimidated, or nervous, counsel would strike the potential juror if possible as counsel does not want one of only twelve people deciding a case to possibly go along with the majority or not speak up during deliberations. The potential juror fell into this category based on counsel's inability to understand her. The court would not be present in the jury room to ask the potential juror to clarify her position so the others could understand. This was the basis of the strike. Plaintiff cannot and does not offer a showing of a similarly situated member of another race being seated or that the reason for the strike is fundamentally implausible. *Id.*

Juror 70 – As an initial matter, this juror was in the alternate pool and the alternate was not used. Accordingly, there is no ground to grant a new trial in this case.

This juror was struck as she identified herself as a sales associate and, as stated, likely lower income and more likely to award money out of sympathy. Plaintiff contends Juror 140, a white female, identified as a customer service representative and was not struck.

First, as the court noted, Juror 140 did not identify her employment as a customer service representative. Juror 140 identified her employment as a “CSR.” I understood her to work for a company called “CSR”, as many of the jurors identified their place of employment with “Zeus.” Plaintiff is interpreting the information presented differently.

Second, Juror 140 was in the first twenty (20) potential jurors to be selected. Concerning possible alternate Juror 70, the choice was between the sales associate struck or a juror who worked at International Paper, who happened to be a white male. Given the choice between a skilled factory worker employed by a large corporation and likely to make a higher income than the sales associate, the decision was made to strike the sales associate.

Accordingly, the strike was race neutral and appropriate.

Juror 70 – This juror was struck because she was disabled and unemployed. Plaintiff alleges this is not race neutral because Juror 97, a white female who was also unemployed, was not struck.

Jurors 70 and 97 are not similarly situated in terms of the reason why one was struck and the other not. First, Juror 97 did not indicate she was disabled. A person who is disabled may be much more sympathetic to someone making a claim for pain and suffering from a personal injury. However, the main basis for keeping Juror 97 is that she (1) owned a pit bull, and (2) was the owner of a dog that bit someone which, in my opinion, would make her more understanding that a pit bull can be a family friendly dog versus a vicious animal and more sympathetic to an owner of a dog who bites someone versus the person bit. Accordingly, the reason was race neutral.

II. The trial court correctly dismissed the common law negligence claim.

Under South Carolina common law, “a landlord is not liable to a tenant’s invitee for injuries inflicted by an animal kept by a tenant on leased property.” *Clea v. Odom*, 394 S.C. 175, 181, 714 S.E.2d 542, 546 (2011) (internal citations omitted). However, the common law has since been abrogated in part by the Residential Landlord Tenant Act (“RLTA”), in that that a landlord may be liable for injuries inflicted upon an invitee or licensee “where the attack occurs in the *common area* of an apartment complex . . .” and when the landlord has *actual knowledge* of a dog’s vicious propensity and fails to remedy the situation. *Clea*, 394 S.C. at 182-83, 714 S.E.2d at 546-47.

In the present case, the undisputed evidence is that the dog bite *did not* occur in a common area under the control of the Defendant Jeffords, but rather the bite occurred on Plaintiff’s property. Moreover, there is no evidence that the dog a vicious propensity. Finally, Plaintiff cannot point to any case in South Carolina where a landlord has a duty to control a tenant’s dog, which in fact is contrary to the well-established common law.¹ Accordingly, the Court correctly dismissed the common law negligence claim.

II. The verdict form was proper.

Plaintiff argues the verdict form was improper. Defendant has no recollection of any objection being made at any time concerning the verdict form. Accordingly, the issue is not preserved. *Winters v. Fiddie*, 394 S.C. 629, 639, 716 S.E.2d 316, 321–22 (Ct. App. 2011) (stating “South Carolina jurisprudence indicates that a moving party must raise the

¹ Plaintiff contends that “the concept of protecting individuals not considered to be invitees or licensees from dangerous instrumentalities is not foreign in South Carolina. Considering South Carolina’s law on products liability and dram shop liability.” Plaintiff correctly points out that the legislature has enacted statutes altering the common law on products liability and dram shop liability, just as it has altered the common law liability on dog bites with the enactment of the dog bite statute. Accordingly, the remedy is to seek relief under the statute where the common law would not provide a cause of action.

objectionable issue at the appropriate time during trial; thus, unobjected to trial error cannot be advanced as grounds for a new trial”).

Regardless, the verdict form presents the two questions that need to be answered to find a violation of the dog bite statute. *Clea v. Odom*, 394 S.C. 175, 180, 714 S.E.2d 542, 545 (2011) (stating “a property owner is not liable under the statute when he has no control of the premises and provides no care or keeping of the dog). Accordingly, there is no error warranting a new trial.

III. The trial court properly declined to charge duties to control the conduct of the tenant.

There was no evidence in this case warranting either proposed charge. The first proposed charge follows:

The defendant does not have a duty to protect against the criminal acts of third parties unless the defendant knew, or had reason to know, that acts, which would pose an imminent probability of harm to an invitee, were occurring or were about to occur on the premises. If the defendant knew or had reason to know of the criminal acts, the defendant has a duty to use reasonable care to protect against the acts.

There was no evidence that Plaintiff was an invitee and the injury did not occur on the Defendant’s premises. Also, there was no evidence Defendant knew or had reason to know of any act, which would pose an imminent probability of harm, were occurring or were about to occur or that he knew of any purported criminal acts. As such, the proposed charge was properly excluded.

The second proposed charge follows:

Duty to control the conduct of another or to warn a third person or potential victim of danger

The defendant has a duty to control the conduct of another person or to warn a third person or potential victim of danger: (1) where the defendant has a special relationship to the victim; or (2) where the defendant has a special relationship to the injurer; when a party is in a position to monitor, supervise, and control a person's conduct, a special relationship between the defendant and the dangerous person may trigger a duty to warn potential victims of the danger posed by the individual. This special duty is limited to situations where the person under the defendant's control has made a specific threat directed at a specific individual; the defendant must be aware of a distinct, specific, overt threat of harm which the individual makes towards a particular victim or where the defendant voluntarily undertakes a duty; or where the defendant negligently or intentionally creates the risk; or where a statute imposes a duty on the defendant.

Defendant does not have a special relationship to the Plaintiff. There was no evidence the dog owner was a dangerous person. There was no evidence of any distinct, specific, overt threat of harm by the dog owner against the Plaintiff. There is no evidence that the dog owner was under Defendants control. Accordingly, the proposed charge was properly excluded.

Conclusion

For the reasons set forth, Defendant Jeffords the Motion for a New Trial should be denied.

RILEY POPE & LANEY, LLC

s/Damon C. Wlodarczyk
Damon C. Wlodarczyk, SC Bar 70460
Attorneys for Defendant Jeffords

Columbia, South Carolina
January 23, 2020

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

C/A NO.: 2017-CP-38-00878

Katrina Stroman,

Plaintiff,

v.

Samuel Jeffords,

Defendants.

NOTICE OF FILING APPEAL

Please take notice that the Defendant hereby served on this day a Notice of Appeal of the trial orders denying his Motions for Directed Verdict and post-trial Order Granting Plaintiff a New Trial filed May 26, 2020. As required by the S.C. Appellate Court Rules, a copy of the Notice of Appeal, Order on Appeal, and proof of service attached as Exhibit 1 are being filed with the Clerk of Court.

RILEY POPE & LANEY, LLC

s/Damon C. Wlodarczyk
Damon C. Wlodarczyk
Post Office Box 11412
Columbia, South Carolina 29211
Telephone: (803) 799-9993
Facsimile: (803) 239-1414
E-mail: damonw@rplfirm.com
Attorneys for Defendant Jeffords

Columbia, South Carolina
June 19, 2020

NOTICE OF APPEAL FOR A CROSS APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Case No. 2017-CP-38-00878

Katrina Stroman,

Respondent-Appellant,

v.

Samuel Jeffords,

Appellant-Respondent.

NOTICE OF APPEAL

Katrina Stroman appeals the post-trial order of the Honorable Edgar W. Dickson, dated May 26, 2020. Respondent-Appellant received a notice of appeal from Appellant-Respondent on June 19, 2020.

June 24, 2020

David R. Williams, 77899
Virginia W. Williams, 77898
WILLIAMS & WILLIAMS
1281 Russell Street
Post Office Box 1084
Orangeburg, S.C. 29116-1084
Phone: (803) 534-5218
Facsimile: (803) 928-5190
david@williamsattys.com
ginny@williamsattys.com

Other Counsel of Record:

Damon C. Wlodarczyk
SC Bar no. 70460
PO Box 11412
Columbia, SC 29211
803.799.9993 – Office
803.239.1414 – Facsimile
damonw@rplfirm.com

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Case No. 2017-CP-38-00878

Katrina Stroman,

Respondent-Appellant,

v.

Samuel Jeffords,

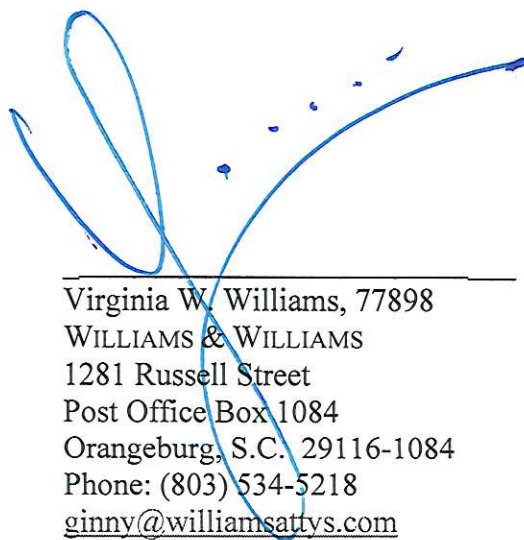
Appellant-Respondent.

CERTIFICATE OF SERVICE

This is to certify that I have this day caused to be served upon the person named below a copy of the **Notice of Cross Appeal** via United States mail, first-class postage prepaid to the following:

Damon C. Wlodarczyk
Riley, Pope & Laney, LLC
PO Box 11412
Columbia, SC 29211

June 24, 2020



Virginia W. Williams, 77898
WILLIAMS & WILLIAMS
1281 Russell Street
Post Office Box 1084
Orangeburg, S.C. 29116-1084
Phone: (803) 534-5218
ginny@williamsattys.com

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

RECEIVED

Sep 30 2020

SC Court of Appeals

Appellate Case No.: 2020-000938

Katrina Stroman.....Respondent/Appellant,

v.

Samuel Jeffords..... Appellant/Respondent.

**MOTION FOR EXTENSION OF TIME TO FILE AND SERVE INITIAL
BRIEF AND DESIGNATION OF MATTER TO BE INCLUDED IN THE
RECORD ON APPEAL/CROSS-APPEAL**

Pursuant to Rule 263(b), SCACR, counsel for the Appellant/Respondent, hereby moves for a thirty (30) day extension of time in which to file and serve the Initial Brief and Designations of Matter to be Included in the Record on Appeal. The grounds for this motion are set forth as follows:

- 1) This is the first request for an extension of this type by either party;
- 2) The current deadline for filing of the Initial Briefs and Designations of Matter is September 30, 2020;
- 3) The undersigned has filed numerous briefs in state and federal court cases in the past 45 days;
- 4) Appellant/Respondent would also request that the Initial Brief and Designation of Matter for the Cross-Appeal also be extended for the same amount of time.

WHEREFORE Appellant's counsel prays for an Order extending the time in which to file and serve the Initial Briefs and Designations of Matter to be Included in the Record on Appeal in this case until October 30, 2020.

RILEY, POPE & LANEY, LLC

s/Damon C. Wlodarczyk
DAMON C. WLODARCZYK
SC Bar No. 70460
P.O. Box 11412
Columbia, South Carolina 29211
(803) 799-9993 – Office
(803) 239-1414 – Facsimile
damonw@rplfirm.com

Columbia, SC
September 30, 2020

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

KATRINA STROMAN,)
Plaintiff,)
Vs.) CASE NO. 2017-CP-38-00878
SAMUEL JEFFORDS,)
Defendant.)

JANUARY 13 - 14, 2020

ORANGEBURG, SOUTH CAROLINA

HONORABLE EDGAR W. DICKSON, JUDGE

A P P E A R A N C E S:

BY: VIRGINIA W. WILLIAMS, ESQUIRE

DAVID R. WILLIAMS, ESQUIRE

Attorneys for the Plaintiff

BY: DAMON C. WLODARCZYK, ESQUIRE

Attorney for the Defendant

KATHERINE A. SPIRES

REGISTERED PROFESSIONAL REPORTER

1 THE COURT: All right. Mr. Sims, are you ready?

2 THE CLERK: Yes, sir.

3 THE COURT: All right.

4 THE CLERK: Can I please get you all to stand and
5 raise your right hand. I'm about to swear you in.

6 (WHEREUPON, all the potential jurors were sworn in)

7 THE CLERK: You may be seated. We're getting ready
8 to do roll call. When I call your name, I need you to
9 stand up, repeat your name, tell us where you work, if
10 you're married or single. Also, where your spouse works
11 and if you're retired, where you're retired from.

12 Juror Number 2, Tiffany A. Arledge.

13 MS. ARLEDGE: I work at Vasilio's Pizzeria in Holly
14 Hill. I'm married. My husband works for (inaudible)
15 Transportation. He's a truck driver.

16 THE CLERK: Thank you. Juror Number 4, Jennifer
17 Barnette.

18 MS. BARNETTE: I work at the Regional Medical Center
19 in Orangeburg as a pharmacy technician. My husband is
20 the fire chief of Santee.

21 THE CLERK: Thank you. Juror Number 6, Charlie
22 Bells, Jr.

23 MR. BELLS: I work at Bimbo Bakery in Orangeburg,
24 South Carolina. I'm a machine operator. My wife
25 Lucille Bells, she work at JTEKT and she's a floor.

1 THE CLERK: Thank you. Juror Number 8, Miriam
2 Bessent.

3 MS. BESSENT: I'm a nurse at Camden Home Health
4 Care. My husband works at Cole's Cement.

5 THE CLERK: Thank you. Juror Number 9, Geraldine
6 Blanding.

7 MS. BLANDING: I work for Husqvarna. I pick up
8 ports and I'm not married.

9 THE CLERK: Thank you. Juror Number 11, Andrew
10 Bradshaw.

11 MR. BRADSHAW: I'm employed at Husqvarna. My wife
12 Chandra Bradshaw, school teacher at Bamberg School
13 District One.

14 THE CLERK: Thank you. Juror Number 14, Reginald
15 Brown.

16 MR. BROWN: Truck driver. Self-employed. My wife
17 is not working.

18 THE CLERK: Thank you. Juror Number 18, Julissa C.
19 Bull.

20 MS. BULL: Student at O.C. Tech. I'm single.

21 THE CLERK: Thank you. Juror Number 19, Savanya
22 Burkett.

23 MS. BURKETT: I work at Days Inn in Orangeburg and I
24 also do PCAF care in Orangeburg. I'm not married.

25 THE CLERK: Thank you. Juror Number 23, Andrew B.

1 Clements, Jr.

2 MR. CLEMENTS: I'm currently unemployed and I'm
3 unmarried.

4 THE CLERK: Thank you. Juror Number 26, Jaime K.
5 Cooner.

6 MS. COONER: I'm NuVasive from Charleston
7 neurophysiologist and single.

8 THE CLERK: Thank you. Juror Number 28, Jankeathia
9 Corley.

10 MS. CORLEY: TRMC hospital, primary care, insurance
11 verification coordinator and I'm single.

12 THE CLERK: Thank you. Juror Number 32, Lauran
13 Darby.

14 MS. DARBY: I work at (inaudible) Hospice. I'm a
15 caregiver. My husband is disabled.

16 THE CLERK: Thank you. Juror Number 34, Toni Dash.

17 MS. DASH: I work at Quality Model. I'm a press
18 operator and I'm single.

19 THE CLERK: Thank you. Juror Number 35, Briannah
20 Davis.

21 MS. DAVIS: I'm currently unemployed and I'm single.

22 THE CLERK: Thank you. Juror Number 36, Pamela A.
23 Davis.

24 MS. DAVIS: I work at Dollar General part-time
25 cashier and my husband is David Davis and he's totally

1 disabled and I'm his caregiver.

2 THE CLERK: Thank you. 46, Karen S. Ford.

3 MS. FORD: I'm the administrative assistant at
4 Trinity Presbyterian Church. And my husband is the
5 quality manager at Diamond Pet Food.

6 THE CLERK: Thank you. 47, Chanteal E. Garvin.

7 MS. GARVIN: I work for Orangeburg County EMS 9-1-1
8 as a teller communicator and I'm single.

9 THE CLERK: Thank you. Juror Number 50, Frances P.
10 Gay.

11 MS. GAY: I work at the Time and Democrat here in
12 Orangeburg and I'm a widow.

13 THE CLERK: Thank you. 53, Stephanie H. Gleaton.

14 MS. GLEATON: I work at Zeus. I work in sales and
15 I'm also a caregiver.

16 THE CLERK: Thank you. Are you married or single,
17 ma'am?

18 MS. GLEATON: Single.

19 THE CLERK: 61, Charity D. Green.

20 MS. GREEN: I'm a grant writer for a nonprofit
21 organization and I'm single.

22 THE CLERK: Thank you. 63, Sheldon O. Green.

23 MR. GREEN: My name is Sheldon Green. I work for
24 Corbett Concrete, Chapin, South Carolina and I'm single.

25 THE CLERK: Thank you. 65, Ashton D. Gue.

1 MS. GUE: I'm a homemaker and my husband is a
2 dentist at Orangeburg Family Dentistry.

3 THE CLERK: Thank you. 66, Wilbur Guess, Jr.

4 MR. GUESS: Wilbur Guess, Jr, I work at O.L.
5 Thompson Construction in Charleston, South Carolina.
6 Married and my wife work at Piggy Wiggly as a server as
7 a cook.

8 THE CLERK: Thank you. 69, Inga R. Hanna.

9 MS. HANNA: Office manager at Eurovia Atlantic Coast
10 D/B/A Blyth in Columbia and my husband is a handyman.
11 He works for himself.

12 THE CLERK: Thank you. 70, Stacey D. Hanton.

13 MS. HANTON: Yes, I'm a sales associate at the Gaz
14 Bah Mini Shop and I'm engaged.

15 THE CLERK: Thank you. 73, James G. Harrison.

16 MR. HARRISON: I'm single, unemployed.

17 THE CLERK: Thank you. 75, Grace M. Hart.

18 MS. HART: I'm Grace Hart. I'm currently retired.
19 My husband Joseph Hart works at Schneider Electric in
20 Columbia, South Carolina.

21 THE CLERK: Thank you. 79, Kimberley C. Henderson.

22 MS. HENDERSON: I work at -- as assistant store
23 manager at Lowe's in Sumter, South Carolina and I'm
24 single.

25 THE CLERK: Thank you. 80, Brenda L. Hill.

1 MS. HILL: I work at Pruitt Nursing Home and I'm
2 single.

3 THE CLERK: Thank you. Number 81 we struck
4 (verbatim). 82, Rachel T. Himes.

5 MS. HIMES: Rachel Himes, I'm a 9-1-1 TCL at
6 Lexington County and my husband is highway patrol.

7 THE CLERK: Thank you. 84, Paula A. Hoover.

8 MS. HOOVER: I work at Zeus Industries and my
9 husband is Mike Hoover and he's a truck driver.

10 THE CLERK: Thank you. 97, Tonya L. Jamison.

11 MS. JAMISON: I'm disabled and my husband is a truck
12 driver.

13 THE CLERK: 98, Tammie C. Jenkins.

14 MS. JENKINS: I work at Orangeburg County Technical
15 College, director of student support services.

16 THE CLERK: Are you married or single?

17 MS. JENKINS: Separated.

18 THE CLERK: Thank you. 99, Ronnie Jennings.

19 MR. JENNINGS: Yes, I work at Husqvarna Outdoor
20 Products and I'm a safety coordinator. And my wife is a
21 line coordinator at Allied Air.

22 THE CLERK: Thank you. 100, Shakonta A. Jennings.

23 MS. JENNINGS: I'm a nurse at TRMC and I'm single.

24 THE CLERK: Thank you. 102, Chasity L. Johnson.

25 MS. JOHNSON: I work at Wal-Mart as a cashier.

1 THE CLERK: Are you married or single?

2 MS. JOHNSON: I work at Wal-Mart as a cashier.

3 THE CLERK: Married or single?

4 MS. JOHNSON: Single.

5 THE CLERK: Thank you. Juror Number 108, Renee S.
6 Kirby.

7 MS. KIRBY: I'm Renee Kirby, I'm an eligibility
8 specialist with the South Carolina Department of Health
9 and Human Services and my husband is retired from
10 Albemarle.

11 THE CLERK: Thank you. 109, Joanna T. Kirkland.

12 MS. KIRKLAND: I'm a full-time caregiver for my
13 husband who is disabled and my mother-in-law who has
14 dementia.

15 THE CLERK: Thank you. 110, Kenneth R. Lewis.

16 MR. LEWIS: Kenneth Lewis, truck driver, R.O.
17 Harrell; separated.

18 THE CLERK: Thank you. 113, Erika M. McCurley.

19 MS. MCCURLEY: I'm in agricultural sales for Snyder
20 Paper Corporation. My husband is also agricultural
21 sales and he's a farmer.

22 THE CLERK: Thank you. 118, Shalantey O. Middleton.

23 MS. MIDDLETON: I'm currently unemployed and I'm
24 single.

25 THE CLERK: Thank you. 119, Ida M. Mitchum.

1 MS. MITCHUM: Retired. Single.

2 THE CLERK: Thank you. 120, Patrick J. Moon.

3 MR. MOON: Patrick Moon. Wagner's Trucking, yard
4 supervisor. My wife is a fleet manager dispatcher for
5 Wagner's Trucking.

6 THE CLERK: Thank you. 121, Shawnequa
7 Morton-Palermo.

8 MS. MORTON-PALERMO: Shawnequa Morton-Palermo, I'm a
9 registered nurse at Columbia Dorn VA and my husband is a
10 self-employed mechanic.

11 THE CLERK: Thank you. 124, Evelyn L. Murray.

12 MS. MURRAY: Employed at the United States Postal
13 Service. I'm single. Mail carrier.

14 THE CLERK: Thank you. 125, Leonard F. Murray.

15 MR. MURRAY: I work for Coleman Mechanical. I'm a
16 plumber. My wife is a nurse. Works for Center for
17 Behavioral Health.

18 THE CLERK: Thank you. 131, Tyler L. Odom.

19 MR. ODOM: Work for International Paper as an E&I
20 technician. And I'm single.

21 THE CLERK: Thank you. 132, Stephen B. Oeffinger,
22 Jr.

23 MR. OEFFINGER: County of Orangeburg, I work in the
24 county IT services department. I do security. I'm
25 single.

1 THE CLERK: Thank you. 134, Denise P. Patrick.

2 MS. PATRICK: Work for Emily Farms, bookkeeper and
3 I'm married to Craig Patrick, Emily Farms self-employed
4 agricultural.

5 THE CLERK: Thank you. 135, Kimberly L. Patterson.

6 MS. PATTERSON: I'm a manager at the UPS store. I'm
7 married to Thomas Patterson who is a sales manager at
8 Zeus.

9 THE CLERK: Thank you. 137, Khadijah L. Phelps.

10 MS. PHELPS: I'm a nurse at Wellmore of Lexington
11 and I'm single.

12 THE CLERK: Thank you. 140, Christin W. Price.

13 MS. PRICE: I'm a CSR at Sunset Finance and my
14 husband works on an oil rig in Alaska.

15 THE CLERK: Thank you. 149, Danielle M. Riley.

16 MS. RILEY: I work at True by Hilton and I'm single.

17 THE CLERK: Thank you. 151, Taria M. Rivers.

18 MS. RIVERS: I work at Virtual Business Offices in
19 Columbia and I do hospital claims. I'm single.

20 THE CLERK: Thank you. 152, Margaret R. Robinson.

21 MS. ROBINSON: I'm a hairstylist at Carolina Styles
22 and I'm single.

23 THE CLERK: Thank you. 153, Benjamin O. Robinson.

24 MR. ROBINSON: I'm Benjamin Robinson. I'm a
25 registered nurse at Trident Medical Center. My wife is

1 also a registered nurse at Trident Medical Center.

2 THE CLERK: Thank you. 154, James F. Robinson.

3 MR. ROBINSON: Senior manufacturing engineer, SKF,
4 Sumter, South Carolina. My wife is an instructional
5 assistant, Richland One District.

6 THE CLERK: Thank you. 156, Lois W. Shuler.

7 MS. SHULER: Lois W. Shuler, I work at Felton
8 Charter School. I do custodian work. My husband's name
9 is Jackie Shuler. He's retired. He's disabled.

10 THE CLERK: Thank you. 161, Markahia E. Smith.

11 MS. SMITH: Markahia Smith, currently unemployed and
12 I'm single.

13 THE CLERK: Thank you. 163, Zandra Staley.

14 MS. STALEY: I'm employed with IBW in Cayce and I'm
15 single.

16 THE CLERK: Thank you. 165, Bernard Strachan.

17 MR. STRACHAN: I'm Bernard Strachan. I'm disabled.
18 My spouse is disabled.

19 THE CLERK: Thank you. 166, Ashley A. Strickland.

20 MS. STRICKLAND: I work at Belk and I'm a student at
21 O.C. Tech and I'm single.

22 THE CLERK: Thank you. 171, Terri Theodore.

23 MS. THEODORE: I'm a caregiver and I work for Jasper
24 Disability and Special Needs Board and I'm single.

25 THE CLERK: Thank you. 174, Mercedes R. Thompson.

1 MS. THOMPSON: I'm a medical office assistant
2 (inaudible) eye care physicians and I'm single.

3 THE CLERK: Thank you. 179, Richard J. Wallace.

4 MR. WALLACE: I'm a physician assistant at Barnwell
5 Family Medicine and my wife is a homemaker.

6 THE CLERK: Thank you. 180, Engoli S. Wanamaker.

7 MS. WANAMAKER: Engoli Wanamaker. Work at Bojangles
8 here in Orangeburg and I'm single.

9 THE CLERK: Thank you. 181, Felicia B. Washington.

10 MS. WASHINGTON: I'm a school nurse in Orangeburg
11 County School District. I'm married and my husband is a
12 truck driver.

13 THE CLERK: Thank you. 183, Wanda D. Washington.

14 MS. WASHINGTON: I'm disabled and divorced.

15 THE CLERK: Thank you. 185, Jonathan A. Welch.

16 MR. WELCH: I work at DBU and not married.

17 THE CLERK: Thank you. 187, Robert D. West.

18 MR. WEST: I'm an environmental engineer with a
19 consulting firm Brown and Caldwell and my wife is a
20 homemaker.

21 THE CLERK: Thank you. 188, Joseph F. Whetsell, Jr.

22 MR. WHETSELL: Joseph Whetsell, I work at Lafarge
23 Holcim in Holly Hill, South Carolina and I'm a physical
24 tester. I test concrete and cement. My wife is Regina
25 and she's currently unemployed.

1 THE CLERK: Thank you. 189, Darshelle O. White.

2 MS. WHITE: I'm Darshelle White, truck driver for
3 Robinson Farms. Single.

4 THE CLERK: Thank you. 190, Denetra A. White.

5 MS. WHITE: I'm employed at Husqvarna and single.

6 THE CLERK: Thank you. 191, Harry L. Whigfall, Jr.

7 MR. WHIGFALL: D&A; my wife is a supervisor at Zeus.

8 THE CLERK: Thank you. 193, Roda T. Williams.

9 MS. WILLIAMS: Roda Williams. I work at Subway and
10 I'm divorced.

11 THE CLERK: Thank you. 200 William B. Zorn.

12 MR. ZORN: I'm a land surveyor for Dangerfield
13 Engineering and my wife is a registered nurse at
14 Walterboro.

15 THE CLERK: Thank you. Anyone's name that I did not
16 call?

17 (No response)

18 THE CLERK: Thank you.

19 - - -END OF REQUESTED TRANSCRIPT OF RECORD- - -
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

I, KATHERINE A. SPIRES, Registered Professional Reporter for the First Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and the evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Orangeburg County, South Carolina, on the 13th of January, 2020.

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

JANUARY 16, 2021

Katherine A. Spires

Katherine A. Spires

Registered Professional Reporter

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

KATRINA STROMAN,)
 Plaintiff,)
 Vs.) CASE NO. 2017-CP-38-00878
SAMUEL JEFFORDS,)
 Defendant.)

JANUARY 13 - 14, 2020

ORANGEBURG, SOUTH CAROLINA

HONORABLE EDGAR W. DICKSON, JUDGE

A P P E A R A N C E S:

BY: VIRGINIA W. WILLIAMS, ESQUIRE

DAVID R. WILLIAMS, ESQUIRE

Attorneys for the Plaintiff

BY: DAMON WLODARCZYK, ESQUIRE

Attorney for the Defendant

KATHERINE A. SPIRES

REGISTERED PROFESSIONAL REPORTER

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1 THE COURT: Thank you. All right. Ladies and
2 gentlemen, we've got -- I've got -- my name is Ed
3 Dickson. I am the -- one of the two resident judges for
4 the First Judicial Circuit.

5 First Judicial Circuit is made up of Calhoun,
6 Dorchester, and Orangeburg counties. And the other
7 resident judge is Diane Goodstein. And we have a week
8 of civil trials this week. And I had a roster meeting
9 while y'all were waiting out in the hall, we've two
10 cases to try this week. Neither one of the cases should
11 take very long. And we're going to be picking two
12 juries this morning. And one will -- one trial will
13 start today. The next trial will either start tomorrow
14 or Wednesday, just depending on how long we go.

15 I've got a number of questions to see if y'all are
16 qualified to serve on a jury. And I know all of y'all
17 want to serve on a jury, so I will work with y'all to
18 make sure you're qualified. Okay.

19 All right. Have we already sworn them in to answer?

20 THE CLERK: Yes.

21 THE COURT: The first question that I always like to
22 ask is, is any member of the jury panel unable to read,
23 write, speak, or understand the English language? If
24 so, please stand at this time. And, of course, if you
25 didn't understand English, you didn't know what I said;

1 right?

2 (Laughter)

3 Now, the attorneys have heard this all the time, so
4 they don't think it's nearly as funny. That's why I do
5 it with y'all every time I get a new group. Okay.

6 All right. No one is standing.

7 Is any member of the jury panel not a citizen of the
8 United States? If so, please so stand at this time.

9 All right. No one is standing.

10 Is any member of the jury panel not a resident and
11 citizen of Orangeburg County? If so, please stand.

12 All right. No one is standing.

13 Does any member of the jury panel have less than a
14 sixth grade education or its equivalent? You've been
15 working all your life, raising children, paying bills,
16 and stuff like that, you've got the equivalent of a
17 sixth grade education. But if you believe you do not,
18 you may stand at this time and we'll talk about it.

19 All right. No one is standing.

20 Is any member of the jury panel unable because of
21 mental or physical infirmities to render efficient jury
22 service? For example, does any member of the jury panel
23 have a medical condition that would prevent you from
24 serving on a jury this week? Normally we work 9 to 5,
25 take a break for lunch. We'll take a break in the

1 morning and afternoon. The only time we really go much
2 longer than 5 is if the case has gone to you to make a
3 decision. And then we'll stay here however long it
4 takes for the jury to make a decision.

5 But if anybody's got a medical condition that you
6 believe would keep you from serving on the jury this
7 week, you may stand at this time.

8 Yes, ma'am. Your name?

9 MS. MITCHUM: Ida Mitchum.

10 THE COURT: And what's your juror number, please,
11 ma'am?

12 MS. MITCHUM: 119.

13 THE COURT: Ms. Mitchum, do you want to come up and
14 talk to me about your condition? Ms. Mitchum, not right
15 now, you can come up at the end and we'll talk about
16 your condition, if you want to.

17 Your name, please, sir?

18 MR. BRADSHAW: Andrew Bradshaw.

19 THE COURT: And, Mr. Bradshaw, you want to talk to
20 me now or you want to come up at the end of all the
21 questions?

22 MR. BRADSHAW: No, I have a doctor's appointment
23 today.

24 THE COURT: What time?

25 MR. BRADSHAW: Four o'clock.

1 THE COURT: At 4 o'clock?

2 MR. BRADSHAW: Yes, sir.

3 THE COURT: I'll get you out of here before four.

4 Okay. Mr. Bradshaw is going to be on the second jury.

5 All right.

6 Yes, ma'am. Your name?

7 MS. WASHINGTON: Wanda Washington, juror 183.

8 THE COURT: And, Ms. Washington, do you want to talk
9 to me now or you want to come up after?

10 MS. WASHINGTON: I can come up afterwards.

11 THE COURT: All right. Ms. Washington, if you would
12 do that at the end of all the questions, I'd appreciate
13 it. Okay.

14 Anybody else? Yes, ma'am?

15 MS. DAVIS: Yes, sir. Pam Davis, Number 36. It's
16 not for me, it's my husband. We have to go to the VA in
17 Columbia this Friday. I don't know --

18 THE COURT: Let me tell you the good news,
19 Ms. Davis.

20 MS. DAVIS: Yes, sir.

21 THE COURT: We better not be here Friday.
22 (Laughter) Okay. All right.

23 Next question is, has any member of the jury panel
24 been convicted by guilty plea or in trial in a state or
25 federal court of a crime punishable by imprisonment for

1 more than one year and your civil rights have not been
2 restored by pardon or amnesty? Punishable by more than
3 one year means that you could have received a sentence
4 of more than one year regardless of what sentence you
5 may have actually received. If this applies to you,
6 please stand at this time.

7 All right. Nobody is standing.

8 Is any member of the jury panel a clerk, a deputy
9 clerk of court, constable, sheriff, or other commission,
10 law enforcement officer, probate judge, county
11 commissioner, magistrate, or other county officer, or
12 employed within the walls of any courthouse? If so,
13 please stand.

14 All right.

15 MS. HIMES: Maybe. I'm not sure if it qualifies.
16 I'm a 911 dispatcher in Lexington County. I don't know
17 if that counts for other county officer or anything.

18 THE COURT: And your name again, please, ma'am?

19 MS. HIMES: Rachel Himes, Number 82.

20 THE COURT: Okay. Ms. Himes, you said you're a
21 9-1-1 dispatcher?

22 MS. HIMES: Yes, sir.

23 THE COURT: All right. I don't believe that gets
24 you out of service. But thank you for telling me.
25 Okay. I appreciate it. Thank you, ma'am.

1 All right. No one else is standing.

2 Is any member of the jury panel who's previously
3 served on jury duty in circuit court, that is this
4 court, not city court, magistrates court, or federal
5 court during this calendar year? So you haven't had
6 much chance to do it, but if you have and we missed your
7 name, please stand at this time.

8 All right. No one is standing.

9 Has any member of the jury panel served as a member
10 of the Orangeburg County grand jury during the past
11 several years? If so, please stand at this time.

12 All right. No one is standing.

13 Now we're going to move to exemptions. There are
14 some exemptions where you can choose not to serve.
15 There are some of these exemptions that will just allow
16 you to come back and serve at a different week. Right
17 now I've got to get plenty of jurors to come back for a
18 week in March when I've a murder trial that's going to
19 last for over a week. So if you need to be transferred,
20 I can help you out with that. Okay.

21 The first one of these exemptions is one that's near
22 and dear to my heart. Those of you who are 65 years of
23 age or older may be exempted from jury service.
24 However, those of you who are 65 years of age or older
25 represent a pool of tremendous talent for jury service

1 and I urge you to serve this week if you are inclined to
2 do so.

3 I'm over 65. I'm still working. You can too. You
4 can give me a day this week. Okay. But if you wish to
5 be exempted, you may certainly be exempted. So is there
6 any member of the jury panel who is 65 years of age or
7 older who wishes to be exempted from jury service this
8 week? Please stand.

9 All right. No one is standing. Thank you. Thank
10 you.

11 Another exemption concerns prior jury service. No
12 person is required to serve as a juror more often than
13 once every three calendar years. Therefore, if any
14 member of the jury panel has served on jury duty during
15 the last two calendar years of 2019 and 2018, you may be
16 exempt from jury service this week if you choose to be
17 exempted.

18 Please note this exemption does not apply if your
19 jury service was in magistrate's court, city court, or
20 federal court. If this exemption applies and you wish
21 to be exempted, please stand.

22 All right. No one is standing.

23 Persons who have served as grand jurors in the last
24 five calendar years may also be exempted from jury
25 service. If any member of the jury panel has served on

1 a grand jury during the last five calendar years, you
2 may be exempted from jury service this week if you
3 choose to be exempted. If this exemption applies and
4 you wish to be exempted, please stand at this time.

5 All right. No one is standing.

6 The next exemption deals with those of you who have
7 small children. Please listen carefully to this
8 exemption because it has several parts, all of which
9 must apply for you to be exempted on this basis.

10 You may be exempted from jury service if you have a
11 small child or children under the age of seven years.
12 You have legal custody of that child or children. You
13 have the principal care, custody, and control of your
14 child or children. And you are unable to make
15 arrangements for the adequate care of your child or
16 children while performing jury duty.

17 If all of these requirements apply to you, you may
18 be exempted on this basis. If this exemption applies
19 and you wish to be exempted, please stand at this time.

20 All right. Ma'am, your name, please, ma'am?

21 MS. WHITE: Darshelle White.

22 THE COURT: And, Ms. White, you are juror number
23 189?

24 MS. WHITE: Yes, sir.

25 THE COURT: And, Ms. White, I thought you said you

1 were working at what, Robinson Farms?

2 MS. WHITE: Yes, sir. I had to take a week off
3 because my day care lady is out with the flu, so I'm not
4 working at all. Because I don't have anyone to care for
5 my four month old.

6 THE COURT: How old is your daughter?

7 MS. WHITE: It's my son. Four months.

8 THE COURT: Four months?

9 MS. WHITE: Yes, sir.

10 THE COURT: Okay. But usually you're working and
11 somebody's taking care -- your mom is taking care --

12 MS. WHITE: No. My mom is deceased. I have a -- he
13 goes to day care.

14 THE COURT: He goes to daycare?

15 MS. WHITE: Yes, sir.

16 THE COURT: Okay. But this week --

17 MS. WHITE: She's out with the flu.

18 THE COURT: All right. And so -- now, Ms. White,
19 the only thing I'm going to do is transfer you to
20 another week.

21 MS. WHITE: That's fine.

22 THE COURT: Okay. All right. Ms. White, if you'll
23 come on down, we'll transfer you to another week, okay.

24 (Ms. White complies)

25 Juror number 89 is being transferred to another

1 week.

2 THE CLERK: 189 or 89?

3 THE COURT: 189, I'm sorry. What did I say?

4 THE CLERK: 89.

5 THE COURT: Okay. Well, thank you for correcting
6 me.

7 Your name, please, ma'am?

8 MS. RILEY: Danielle Riley

9 THE COURT: All right. And, Ms. Riley, you're juror
10 number 149?

11 MS. RILEY: Uh-huh.

12 THE COURT: That's a yes?

13 MS. RILEY: Yes, sir.

14 THE COURT: Okay. I thought you told me you were
15 working somewhere?

16 MS. RILEY: That's true. Tru By Hilton at the hotel
17 on 601.

18 THE COURT: Okay.

19 MS. RILEY: And I have a one-year old. And today I
20 -- she didn't go to daycare because I didn't have to go
21 in. But my sister is keeping her and she got to be at
22 work by 12.

23 THE COURT: Okay. When's your shift?

24 MS. RILEY: My shift is in the morning. I get off
25 at 2 o'clock every day.

1 THE COURT: You get off at 2 o'clock every day and
2 nobody can pick up your one-year old?

3 MS. RILEY: No, she go to daycare. She didn't go to
4 daycare today.

5 THE COURT: Okay. I'm not talking about today. I
6 mean --

7 MS. RILEY: I got to make arrangements if I get
8 another date.

9 THE COURT: Okay. But you make arrangements for
10 somebody else to come; right?

11 MS. RILEY: Yes.

12 THE COURT: Okay. Right now, Ms. Riley, I've got
13 two trials that might, I think, last just a little over
14 a day. We're hoping we the can do them in a day each.
15 Okay.

16 MS. RILEY: If I get -- I can make arrangements
17 prior to that.

18 THE COURT: Okay. We can do that. If you'd stay
19 with us then.

20 MS. RILEY: Yes.

21 THE COURT: Okay. Thank you, ma'am. Okay.
22 Anybody else?

23 All right. Nobody else is standing.

24 All right. The next exemption involves those of you
25 who may be attending school or working in some capacity

1 with a school. If this exemption applies to you and you
2 wish to be exempted, we will transfer your service to
3 another term of court at a time which will not conflict
4 with your school responsibilities. That's your vacation
5 time. Okay.

6 Is there any member of the jury panel who is a full
7 time student? School teacher? School crossing guard?
8 School bus driver? Or who serves in any other school
9 related function who's unable to serve on jury duty this
10 week as a result of school involvement? If so, please
11 stand.

12 All right. Your name, please, ma'am?

13 MS. PHELPS: Khadijah Phelps.

14 THE COURT: And, Ms. Phelps, you're juror number
15 137?

16 MS. PHELPS: Yes.

17 THE COURT: Ms. Phelps, I thought I had you down as
18 being a nurse?

19 MS. PHELPS: I am. I'm a licensed practical nurse
20 and I start the RN program Thursday.

21 THE COURT: Okay. And, Ms. Phelps, you're going to
22 be happy to know this, these trials are going to be over
23 by Thursday.

24 MS. PHELPS: By Thursday?

25 THE COURT: Yes. But what I will do, is I will make

1 sure you're on the first -- I mean, you won't be on the
2 second list just in case there's a problem. You'll be
3 on the first list.

4 MS. PHELPS: Okay.

5 THE COURT: Okay. If the computer picks you out.
6 Okay.

7 MS. PHELPS: Okay.

8 THE COURT: Yes, ma'am. Your name?

9 MS. WASHINGTON: Felicia Washington.

10 THE COURT: And, Ms. Washington, you're juror number
11 181?

12 MS. WASHINGTON: Yes, sir.

13 THE COURT: And I had you -- you said you were in
14 nursing school now?

15 MS. WASHINGTON: I'm a school nurse.

16 THE COURT: Oh, you're a school nurse?

17 MS. WASHINGTON: Uh-huh.

18 THE COURT: All right. And, Ms. Washington, you
19 know, I got two short trials this week. And, listen, I
20 taught school for two years, that's what drove me to law
21 school, so I can tell you, you're going to have more fun
22 here than you're going to have at school. Okay.

23 (Laughter) Now, the only thing I'm going to do is
24 transfer you to the summertime. So do you want to try
25 and get it over with now?

1 MS. WASHINGTON: Okay.

2 THE COURT: Ma'am?

3 MS. WASHINGTON: Yes, sir.

4 THE COURT: Okay. All right. Ms. Washington is
5 wise enough to stay here. Thank you, ma'am.

6 All right. Your name, please?

7 MS. BULL: Julissa Bull.

8 THE COURT: And, Ms. Bull, you're juror number 18?

9 MS. BULL: Yes.

10 THE COURT: And I'm remember you said something like
11 you were a senior at Tech?

12 MS. BULL: Yes. A student at Tech.

13 THE COURT: A student at Tech?

14 MS. BULL: Uh-huh.

15 THE COURT: And what are you majoring in?

16 MS. BULL: The Associates in Arts program.

17 THE COURT: The what?

18 MS. BULL: The Associates in Arts.

19 THE COURT: Oh, Associates in Arts. Okay. Well,
20 then, you ain't going to miss nothing. (Laughter) When
21 does school start?

22 MS. BULL: I go to school between 9:30 and 12:00.

23 THE COURT: Which days?

24 MS. BULL: It's 11:00 to 12:15 on Monday's and 9:30
25 to 10:45 on Tuesday -- oh, I'm sorry. On Monday and

1 Wednesday for -- and then 9:30 to 12:45 on Tuesday and
2 Thursday.

3 THE COURT: All right. You know, the only thing I'm
4 going to do is transfer you to summertime?

5 MS. BULL: Okay.

6 THE COURT: Okay. And when summertime comes around,
7 you're not going to be able to get out and you might
8 have a trial longer than a day. You might have a week
9 long trial. So let me see how this arts education is
10 working for you, okay. Do you want to hang around and
11 just see if you get called?

12 MS. BULL: Yes.

13 THE COURT: You do?

14 MS. BULL: Yes.

15 THE COURT: Okay. So you're going to stay with us?

16 MS. BULL: Yes.

17 THE COURT: Good. Very smart. Very smart. Thank
18 you. Ms. Bull is going to stay with us as well.

19 Was there anybody else standing?

20 All right. Nobody else is standing.

21 All right. Is there any member of the jury panel
22 who is employed with the Department of Corrections at a
23 penitentiary? I don't think I had anybody like that,
24 but if you were, please stand.

25 All right. No one is standing.

1 Is there any juror who performed services for a
2 business, commercial agricultural enterprise which is so
3 essential to the operation of the enterprise that if you
4 were required to perform jury duty the enterprise would
5 have to close or stop functioning?

6 Now this is another one that I move you to a time
7 when it's slow or something like that if I can. But if
8 this applies to you and you want to be transferred,
9 please stand and give it a shot.

10 All right. Nobody is standing. I like this group.
11 I like this group. Y'all are good. Okay.

12 Is there any juror who is the primary caretaker of a
13 severely disabled person who is unable to care for
14 themselves and cannot be left unattended? If so, and
15 you wish to be exempted, please stand.

16 All right. Yes, ma'am, your name?

17 MS. THEODORE: Terri Theodore.

18 THE COURT: Ms. Theodore, you're juror number 171?

19 MS. THEODORE: Yes, sir.

20 THE COURT: Now, I know you work as a caregiver; is
21 that right?

22 MS. THEODORE: Yes.

23 THE COURT: Okay. Who's taking care of your
24 patients today?

25 MS. THEODORE: My mother generally takes care of

1 her, but she's in the hospital now. So she's home
2 alone.

3 THE COURT: Okay. The person you care for?

4 MS. THEODORE: Yes.

5 THE COURT: Okay. And so -- so you've already -- I
6 mean, you can stay here for today and tomorrow?

7 MS. THEODORE: I don't have anybody to fill in for
8 me. She's home alone now.

9 THE COURT: Okay. All right. And what is the
10 condition of the person you're taking care of?

11 MS. THEODORE: She's in a wheelchair.

12 THE COURT: Oh, in a wheelchair?

13 MS. THEODORE: Yes, sir.

14 THE COURT: All right. Juror number 171 is excused.
15 Your name, please, ma'am?

16 MS. GLEATON: It's Stephanie Gleaton. And I'm the
17 primary caregiver. He has someone with him while I'm at
18 work. So as long as I leave by 4, I'm good. So...

19 THE COURT: Well, that ain't going to happen today
20 if you get picked. I'm sorry.

21 MS. GLEATON: No.

22 THE COURT: Yeah. Now tell me your situation again.

23 MS. GLEATON: I could probably call for arrangements
24 for her to stay longer, but she really leaves about
25 4:35. She just gives me time to get there and then she

1 leaves.

2 THE COURT: Okay. All right.

3 MS. GLEATON: If I get picked and have to, I can
4 call her to get her to stay. I hate to do that, but I
5 can.

6 THE COURT: Yes, ma'am. Well, Ms. Gleaton, I'd
7 appreciate you staying if you don't mind. Okay. You
8 might not get picked. Well, the computer does it, so,
9 you know.

10 All right. Juror number 53 is going to stay with
11 us.

12 Yes, ma'am, your name?

13 MS. BURKETT: Savanya Burkett. I'm 19. My client,
14 she has something wrong with her spine. Her son is
15 there with her until I get there. She just had surgery.
16 My client has something wrong with her spinal cord and
17 her son is there with her until I get off -- get to
18 leave here.

19 THE COURT: So she's got her son there?

20 MS. BURKETT: Yeah. He don't live there, but he's
21 there until I get there. He knew I was at jury duty
22 today.

23 THE COURT: So he can stay there if you get picked
24 for jury duty?

25 MS. BURKETT: I hope not. Because I got an 11-year

1 old get off the bus by herself. I have no one to get
2 her.

3 THE COURT: An 11-year old is to --

4 MS. BURKETT: I have no one to get her.

5 THE COURT: Ma'am?

6 MS. BURKETT: I have no one to get her. She's the
7 only child.

8 THE COURT: Well, unfortunately, 11-year old doesn't
9 count.

10 MS. BURKETT: I know.

11 THE COURT: It only goes to seven.

12 MS. BURKETT: But she's a little girl, so...

13 THE COURT: All right. Ms. Burkett, I'm going to
14 have to keep you on here, okay. Thank you, ma'am.

15 All right. Your name, please, sir?

16 MR. GREEN: Sheldon Green.

17 THE COURT: All right. Mr. Green, you're juror
18 number 63?

19 MR. GREEN: Yes, sir. I'm the caregiver for my
20 mother. She broke both of her hips and she's wheelchair
21 ridden. As of now, my grandmother is sitting with her.
22 I had to put in sick leave on my job to take care of
23 her. Because she got to go to rehab and whatnot.
24 Rehabilitation from time to time and I'm taking care of
25 her. I'm on file as her caregiver at the Social

1 Services and at her dialysis because she is disabled as
2 well.

3 THE COURT: But you said somebody is sitting with
4 her now?

5 MR. GREEN: Yeah.

6 THE COURT: Okay.

7 MR. GREEN: As of now. But I have to get back to
8 her and take care of her.

9 THE COURT: How old is your mom?

10 MR. GREEN: My mom is 63.

11 THE COURT: Okay. How long -- is she going to be
12 permanently in a wheelchair?

13 MR. GREEN: Well, she broke both her hips.

14 THE COURT: Okay.

15 MR. GREEN: And she had to get hip surgery to get it
16 back right. She done been to the hospital for 21 days.
17 Rehab. And she's been to Pruitt Nursing Home. As of
18 now she's wheelchair ridden.

19 THE COURT: Mr. Green, the only thing I'm going to
20 do is transfer you to another time.

21 MR. GREEN: I can make better arrangements at that
22 time.

23 THE COURT: All right. Juror number 63, we're going
24 to transfer. Okay. He needs to come down here; right?

25 THE CLERK: Yes.

1 THE COURT: Okay. Come on down and put it off for a
2 few months.

3 (Mr. Green complies)

4 THE COURT: All right. Yes, ma'am? Again, your
5 name again?

6 MS. DAVIS: 36, Pam Davis.

7 THE COURT: Yes, ma'am.

8 MS. DAVIS: I'm my husband's primary caregiver. My
9 husband is disabled, I'm his primary caregiver.

10 THE COURT: Yes, ma'am. I mean, you're working at
11 --

12 MS. DAVIS: I work part-time, yes, sir, in the
13 mornings. I leave him those couple of hours, but...

14 THE COURT: Are you going to be okay with that?

15 MS. DAVIS: (Nodded)

16 THE COURT: And remember, I'm not going to have a
17 trial on Friday and you're only going to get picked --

18 MS. DAVIS: Yes.

19 THE COURT: And you're only going to get picked for
20 one jury.

21 MS. DAVIS: Yes, sir. I'll stay.

22 THE COURT: Okay. Thank you, ma'am.

23 Your name, please, ma'am?

24 MS. DARBY: Lauran Darby.

25 THE COURT: And, Ms. Darby, what do you want to tell

1 me?

2 MS. DARBY: I'm a caregiver for hospice and I have a
3 patient in Cameron and my husband is disabled.

4 THE COURT: And your husband is sitting with her?

5 MS. DARBY: Oh, my husband, he's disabled. I'm the
6 only one working.

7 THE COURT: All right. You got a husband that's
8 disabled and you're working for hospice?

9 MS. DARBY: Yes.

10 THE COURT: Okay. All right. Somebody -- you work
11 for a company that does hospice work?

12 MS. DARBY: Yes.

13 THE COURT: Okay. All right. I'm talking about
14 situations where it's not your job.

15 MS. DARBY: Well, that is my job. That's the only
16 source of work -- I mean, I'm his only source of income.

17 THE COURT: All right. Ms. Darby, I'm going to let
18 you come up and talk to me about this, okay. In a
19 minute. In just a minute. Okay.

20 And your name?

21 MS. KIRKLAND: Joanna Kirkland.

22 THE COURT: And, Ms. Kirkland --

23 MS. KIRKLAND: I'm the primary caregiver of my
24 mother-in-law. She's a (inaudible) patient. And my
25 husband has Parkinson's. I have someone temporarily

1 sitting in for me this morning because I needed to come
2 to court.

3 THE COURT: And how old is your husband,
4 Ms. Kirkland?

5 MS. KIRKLAND: He is 63.

6 THE COURT: 62?

7 MS. KIRKLAND: 63.

8 THE COURT: Okay. All right. And when you got up
9 you said you were the caregiver to --

10 MS. KIRKLAND: I did.

11 THE COURT: Okay. All right. Ms. Kirkland, I'm
12 going to excuse you, okay.

13 MS. KIRKLAND: Thank you.

14 THE COURT: Anybody else?

15 All right. Nobody else is standing.

16 Finally, is there any juror who is the primary
17 caretaker of a person age 65 or older? You know, they
18 can't take care of themselves. So, please stand at this
19 time if that happens. Okay.

20 All right. Nobody is standing.

21 I know I got at least three people to talk to. So
22 if y'all will line up here, I will talk to y'all one at
23 a time in front of the court reporter.

24 THE COURT: You're Ms. --

25 MS. DARBY: Darby.

1 THE COURT: All right. And, Ms. Darby, you work for
2 hospice?

3 MS. DARBY: I take hospice patients. I'm the
4 caregiver for them. My patient is in Cameron, South
5 Carolina. Ms. Summers. She's in a chair. We just -- I
6 just take care of her. And my husband, he's disabled.
7 So my income is the only one that comes in there. I
8 work at night with her and I see about him before I
9 leave.

10 THE COURT: Okay. All right.

11 MS. DARBY: I mean, I can do some, but I'm just --
12 if something happen to her then I have to end up running
13 back to see about her.

14 THE COURT: All right. And, Ms. Darby, the only
15 thing I'm going to do is transfer you to another week.

16 MS. DARBY: That will be good. I mean --

17 THE COURT: Right now you've got a chance of only
18 getting picked on one jury.

19 MS. DARBY: I'd rather do the one jury.

20 THE COURT: Okay. All right. Juror number 32 is
21 going to stay with me. Thank you, ma'am. Appreciate
22 it.

23 Yes, ma'am?

24 MS. WASHINGTON: Wanda Washington, 183. I had back
25 surgery and I can't sit for long periods.

1 THE COURT: Okay. But you can stand up anytime you
2 want to.

3 MS. WASHINGTON: I can?

4 THE COURT: Yeah.

5 MS. WASHINGTON: Oh, okay.

6 THE COURT: You can't walk out of here, but, you
7 know, you can sit and then when you need to stand up,
8 because I'm going to do that too. I get tired of
9 sitting.

10 MS. WASHINGTON: But I can't sit for no longer than
11 15 minutes and those benches are hard.

12 THE COURT: That's fine. No. No.

13 MS. WASHINGTON: Okay. As long as I can and don't
14 block anybody.

15 THE COURT: See Ms. Delaine, she'll make sure you're
16 sitting in the back row so you can stand up. Okay.

17 MS. WASHINGTON: Okay.

18 THE COURT: All right. Thank you, ma'am.
19 Ms. Washington is going to stay with us, juror number
20 183.

21 Yes, ma'am. Your name, please, ma'am?

22 MS. MITCHUM: Mitchum, 119.

23 THE COURT: All right. And, Ms. Mitchum, I had you
24 down as retired and you were telling me something about
25 that.

1 MS. MITCHUM: Yeah, my back, I can't sit for long
2 period of time. Most of the time I'm laying down. And
3 I do have a tendency to fall and that's why I'm walking
4 with a cane. I'm very unstable. I'm also on
5 medication.

6 THE COURT: Let's see, how old are you? You're 69?

7 MS. MITCHUM: Yes, sir.

8 THE COURT: All right. You can be excused on that
9 reason. You're over 65.

10 MS. MITCHUM: All right. Thank you, sir.

11 THE COURT: Thank you, ma'am. Juror number 119 is
12 excused.

13 Okay. And that's it.

14 All right. Ladies and gentlemen, all of y'all are
15 qualified. Yeah!! All right. Ladies and gentlemen,
16 I've got to go over with the attorneys just a couple of
17 things. I've got some more questions I've got to ask.
18 But this is a good time for y'all to take a break. I'm
19 going to let y'all get back in here at 11:15 and we'll
20 start picking the jury. So if y'all need to go to the
21 restroom or anything like that, now is the time.

22 (Everyone left the courtroom)

23 (There was a short break taken)

24 THE COURT: All right. Ladies and gentlemen, I've
25 got a number of questions regarding this case. This

1 case is a civil case. It's Katrina Stroman, Plaintiff
2 verses Samuel Jeffords, Defendant. Either Mr. Williams
3 or Ms. Williams, y'all represent Ms. Stroman?

4 MS. WILLIAMS: That's right, Your Honor.

5 THE COURT: If you -- Ms. Williams, if you wouldn't
6 mind introducing your client and also introducing
7 yourself, please.

8 MS. WILLIAMS: Okay. I'm Ginny Williams. And this
9 is my client Katrina Stroman.

10 THE COURT: And, Ms. Stroman, do you mind standing
11 up and turning and facing the jury?

12 (Ms. Stroman complies)

13 THE COURT: Okay. Thank you, ma'am.

14 MS. WILLIAMS: Thank you, Judge.

15 THE COURT: All right. Thank you, ma'am.

16 All right. Is any member of the jury panel related
17 by -- Ms. Stroman, you can sit down now. I'm sorry.

18 Any member of the jury panel related by blood or
19 marriage or a close personal friend of Katrina Stroman?
20 If so, please stand at this time.

21 All right. No one is standing.

22 Is any member of the jury panel related by blood or
23 marriage or a close personal friend of Ms. Williams or
24 any of the attorneys that work at the law firm of
25 Williams and Williams? If so, please stand at this

1 time.

2 No one is standing.

3 Has any member -- is any member of the jury panel or
4 a member of your immediate family been represented by
5 Ms. Williams or the firm of Williams and Williams? If
6 so, please stand at this time.

7 Yes, ma'am. And I should have your name down, but
8 your name, again?

9 MS. GLEATON: Stephanie Gleaton.

10 THE COURT: Ms. Gleaton, you have been -- you or a
11 member of your family have been represented by the firm
12 of Williams and Williams?

13 MS. GLEATON: Fiance'.

14 THE COURT: Ma'am?

15 MS. GLEATON: Fiance'.

16 THE COURT: Your fiance' was represented by them?

17 MS. GLEATON: (Nodded)

18 THE COURT: The fact that your fiance' was
19 represented by -- that Williams and Williams Law Firm,
20 would that affect your ability to listen to the evidence
21 in this case, render a fair and impartial verdict?

22 MS. GLEATON: It would be fine.

23 THE COURT: It would not. Okay. If you'd stay with
24 us then, please, ma'am. Thank you.

25 All right. Nobody else is standing.

1 Mr. Jeffords is represented by Mr. Wlodarczyk and if
2 you would introduce Mr. Jeffords too, please.

3 MR. WLODARCZYK: Damon Wlodarczyk with Riley Pope
4 and Laney and I represent Mr. Samuel Jeffords.

5 THE COURT: Thank you, sir. Thank you,
6 Mr. Jeffords.

7 Is any member of the jury panel related by blood or
8 marriage or a close personal friend of the Defendant
9 Samuel Jeffords? If so, please stand at this time.

10 Nobody is standing.

11 Is any member of the jury panel related by blood or
12 marriage or a close personal friend of Mr. Wlodarczyk or
13 any of the attorneys that work at, is it Nelson Mullins?

14 MR. WLODARCZYK: Riley Pope and Laney.

15 THE COURT: I'm sorry. Riley Pope and Laney? If
16 so, please stand at this time.

17 No one is standing.

18 Is any member of the jury panel or a member of your
19 immediate family been represented by Mr. Wlodarczyk or
20 the law firm of Riley Pope and Laney? If so, please
21 stand at this time.

22 All right. No one is standing.

23 There are a number of people that may be called as
24 witnesses in this case. I'm going to read their names
25 and then I'll ask you the questions.

1 Possible witnesses to be called are Katrina Stroman;
2 Payten Padgett; Samuel Jeffords; and Gregory Brooks.

3 Is any member of the jury panel related by blood or
4 marriage or a close personal friend of any of these
5 witnesses? If so, please stand at this time.

6 All right. No one is standing.

7 Does any member of the jury panel have any moral,
8 religious, personal, or political belief that would
9 prevent you from awarding money damages in a case? If
10 so, please stand at this time.

11 No one is standing.

12 Has any member of the jury panel or a member of your
13 immediate family or a close friend ever suffered what
14 they consider to be a personal injury caused by the
15 negligence of someone else? If so, please stand at this
16 time.

17 All right. No one is standing.

18 Has any member of the jury panel or a member of your
19 immediate family ever been a plaintiff in a lawsuit?
20 That is a person who brings a legal action. If so,
21 please stand at this time.

22 All right. Your name, please, ma'am?

23 MS. MCCURLEY: Erika McCurley.

24 THE COURT: And, Ms. McCurley, let's see. You're
25 juror number 113?

1 MS. MCCURLEY: Yes, sir.

2 THE COURT: And, Ms. McCurley, was it you or a
3 member of your family who was a plaintiff?

4 MS. MCCURLEY: My husband.

5 THE COURT: Your husband was a plaintiff?

6 MS. MCCURLEY: Yes, sir.

7 THE COURT: Okay. The fact that your husband has
8 been a plaintiff in a lawsuit, would that affect your
9 ability to listen to evidence in this case, render a
10 fair and impartial verdict?

11 MS. MCCURLEY: No, sir.

12 THE COURT: Okay. If you'd please stay with us
13 then, please, ma'am.

14 Oh, yes, sir. Your name?

15 MR. BROWN: Reginald Brown.

16 THE COURT: All right.

17 MR. BROWN: 14.

18 THE COURT: Mr. Brown, was it you or a member of
19 your family?

20 MR. BROWN: My brother.

21 THE COURT: It was your brother?

22 MR. BROWN: Yes, sir.

23 THE COURT: Okay. The fact that your brother has
24 been a plaintiff in a lawsuit, would that affect your
25 ability to listen to the evidence in this case, render a

1 fair and impartial verdict?

2 MR. BROWN: No, sir.

3 THE COURT: Okay. If you'd stay with us then,
4 please, sir.

5 And I don't see anybody else standing.

6 Okay. Has any member of the jury panel or a member
7 of your immediate family ever been a defendant in a
8 lawsuit? If so, please stand at this time.

9 All right. No one is standing.

10 Has any member of the jury panel ever been a
11 landlord? If so, please stand at this time.

12 All right. Let's see, Ms. --

13 MS. MCCURLEY: McCurley.

14 THE COURT: Ms. McCurley, you have been a landlord
15 before?

16 MS. MCCURLEY: Yes, sir.

17 THE COURT: All right. This case is obviously going
18 to involve a landlord issue. Does any -- the fact that
19 you've been a landlord before, would that affect your
20 ability to listen to the evidence in this case, render a
21 fair and impartial verdict?

22 MS. MCCURLEY: No, sir.

23 THE COURT: Okay. Thank you, ma'am. If you'd stay
24 with us.

25 And your name, please, sir?

1 MR. ROBINSON: James Robinson.

2 THE COURT: And, Mr. Robinson, you've been a
3 landlord before?

4 MR. ROBINSON: Yes, sir.

5 THE COURT: The fact that you've been a landlord
6 before, would that affect your ability to listen to the
7 evidence in this case, render a fair and impartial
8 verdict?

9 MR. BROWN: No, sir, it will not.

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

11 Has any member of the jury panel ever owned a pit
12 bull? If so, please stand at this time.

13 Yes, ma'am? Ms. Gleaton? Ms. Gleaton, you've owned
14 a pit bull before?

15 MS. GLEATON: I have.

16 THE COURT: All right. Ms. Gleaton, the fact that
17 you've owned a pit bull before, would that affect your
18 ability to listen to the evidence in this case, render a
19 fair and impartial verdict?

20 MS. GLEATON: No.

21 THE COURT: Okay. If you'd stay with us then,
22 please, ma'am.

23 Your name again, please, sir?

24 MR. WHETSELL: Whetsell.

25 THE COURT: Mr. Whetsell, you have owned a pit bull

1 before?

2 MR. WHETSELL: When I was young, yes.

3 THE COURT: When you were young. All right. The
4 fact that you have owned a pit bull before, would that
5 affect your ability to listen to the evidence in this
6 case, render a fair and impartial verdict?

7 MR. WHETSELL: No, sir.

8 THE COURT: Okay. If you'd stay with us then.
9 Your name, please, ma'am?

10 MS. PATRICK: Denise Patrick, 134.

11 THE COURT: And, Ms. Patrick, you've owned a pit
12 bull?

13 MS. PATRICK: Well, it was a mix.

14 THE COURT: Okay. We'll count that as yes. The
15 fact that you've owned a mixed pit bull, would that
16 affect your ability to listen to the evidence in this
17 case, render a fair and impartial verdict?

18 MS. PATRICK: No, sir.

19 THE COURT: Okay. Your name, please, ma'am?

20 MS. DAVIS: Briannah Davis.

21 THE COURT: All right. Ms. Davis?

22 MS. DAVIS: Yes, sir.

23 THE COURT: All right. Ms. Davis, you are juror
24 number 35?

25 MS. DAVIS: I may be. I don't -- honestly, I don't

1 know.

2 THE COURT: Okay. You're Briannah?

3 MS. DAVIS: Yes, sir.

4 THE COURT: All right. Ms. Davis, the fact that you
5 have owned a pit bull, would that affect your ability to
6 listen to the evidence in this case, render a fair and
7 impartial verdict?

8 MS. DAVIS: No, sir.

9 THE COURT: All right. And, yes, ma'am, your name?

10 MS. HOOVER: Paula Hoover, juror number 84.

11 THE COURT: And, Ms. Hoover, you've owned a pit
12 bull?

13 MS. HOOVER: I own one now.

14 THE COURT: Oh, you own one now. Okay. The fact
15 that you own a pit bull, would that affect your ability
16 to listen to the evidence in this case, render a fair
17 and impartial verdict?

18 MS. HOOVER: No, sir.

19 THE COURT: Okay. Thank you, ma'am.

20 And nobody else is standing, I don't believe. Okay.

21 Has any member of the jury panel been bitten or a
22 member of your immediate family been bitten by a dog?
23 If so, please stand at this time.

24 Your name, please, ma'am?

25 MS. RILEY: Danielle Riley.

1 THE COURT: And, Ms. Riley, let's see, you're juror
2 number 149; right?

3 MS. RILEY: Uh-huh.

4 THE COURT: Ms. Riley, you've been bitten by a dog
5 or a member of your family?

6 MS. RILEY: Member of my family.

7 THE COURT: All right. The fact that a member of
8 your family has been bitten by a dog, would that affect
9 your ability to listen to the evidence in this case,
10 render a fair and impartial verdict?

11 MS. RILEY: No, sir.

12 THE COURT: Okay. Thank you, ma'am. If you'd stay
13 with us.

14 Ms. Davis, you've been bitten by a dog?

15 MS. DAVIS: Yes, sir.

16 THE COURT: Okay. And this is Briannah Davis.
17 Ms. Davis, the fact that you've been bitten by a dog,
18 would that affect your ability to listen to the evidence
19 in this case, render a fair and impartial verdict?

20 MS. DAVIS: No, sir.

21 THE COURT: Okay. And, again, your name again?

22 MS. PATRICK: Denise Patrick, 134.

23 THE COURT: Okay. And, Ms. Patrick, have you been
24 bitten by a dog?

25 MS. PATRICK: My husband.

1 THE COURT: Your husband. Did you sic the dog on
2 him?

3 (Laughter)

4 THE COURT: No. No. Don't answer that. Don't
5 answer that. (Laughter) Okay. Ms. Patrick, the fact
6 that your husband has been bitten by a dog, would that
7 affect your ability to listen to the evidence in this
8 case, render a fair and impartial verdict?

9 MS. PATRICK: No, sir.

10 THE COURT: Okay. Thank you, ma'am. And your name,
11 please, ma'am?

12 MS. KIRBY: Renee Kirby, 108.

13 THE COURT: And, Ms. Kirby, have you been bitten by
14 a dog?

15 MS. KIRBY: Yes, sir. Several times.

16 THE COURT: All right.

17 MS. KIRBY: As a pet groomer.

18 THE COURT: Oh, okay. Ms. Kirby, the fact that
19 you've been bitten by dogs previously, would that affect
20 your ability to listen to the evidence in this case,
21 render a fair and impartial verdict?

22 MS. KIRBY: No, sir.

23 THE COURT: Okay. Thank you, ma'am. And Ms. Kirby
24 will be staying with us.

25 All right. Well, we've got plenty of these.

1 Ms. Williams, number 9, I think there were a number of
2 people said that said they worked in health care, do you
3 want me to ask them again?

4 MS. WILLIAMS: That's okay.

5 THE COURT: All right. Thank you, ma'am.

6 Have we already covered 10? Or you want me to go
7 back over? 10 is the one working with animals? You
8 don't have it in front of you.

9 MS. WILLIAMS: Yeah, I would like that, please.

10 THE COURT: Is any member of the jury panel -- has
11 any member of the jury panel worked or volunteered with
12 any sort of employment that involves interaction with
13 animals? If so, and, Ms. Kirby, you said you used to
14 work with --

15 MS. KIRBY: I was a pet groomer.

16 THE COURT: You were a pet groomer?

17 MS. KIRBY: Uh-huh.

18 THE COURT: All right. Ms. Kirby, the fact that you
19 were a pet groomer, would that affect your ability to
20 listen to the evidence in this case, render a fair and
21 impartial verdict?

22 MS. KIRBY: No, sir.

23 THE COURT: Okay. And I don't see anybody else
24 standing.

25 MR. HARRISON: My father was a veterinarian.

1 THE COURT: Stand up, please, sir. Your name,
2 please, sir?

3 MR. HARRISON: Greg Harrison, 73.

4 THE COURT: And, Mr. Harris --

5 MR. HARRISON: Harrison.

6 THE COURT: Harrison. Mr. Harrison, you said your
7 daddy was a vet?

8 MR. HARRISON: Yep.

9 THE COURT: Okay. Did you ever help him down there?

10 MR. HARRISON: Yeah.

11 THE COURT: Okay. And you never got bit?

12 MR. HARRISON: I didn't count as a bite really.

13 THE COURT: Okay. The fact that your daddy was a
14 veterinarian, would that affect your ability to listen
15 to the evidence in this case, render a fair and
16 impartial verdict?

17 MR. HARRISON: No.

18 THE COURT: Okay. Thank you, sir. If you'd stay
19 with us.

20 All right. Ladies and gentlemen, it is your duty,
21 and I will tell you that if you get chosen to be on the
22 jury, you're going to have to follow the law as I define
23 the law to you. Okay.

24 Is there anybody in the jury panel who will have any
25 problem not following the law as I give it to you? In

1 other words, when I tell you the law says this, you need
2 to believe that's what the law says. You can't have any
3 personal opinion about that in trying -- and do what you
4 just want to do.

5 Anybody on the jury panel have a problem following
6 the law as I define it to them later on in this trial or
7 during the trial? If so, please stand.

8 MS. HIMES: Can I ask you a question about it?

9 THE COURT: Yes, ma'am. Stand back up, please,
10 ma'am. And your name is?

11 MS. HIMES: Rachel Himes, juror 82.

12 THE COURT: Yes, ma'am.

13 MS. HIMES: When you say, "as you define it to us,"
14 does that mean that the law is that you define to us
15 will be all inclusive and like all the laws that might
16 be relevant to the case at hand?

17 THE COURT: Exactly right. I couldn't have said it
18 better myself. Thank you, Ms. Himes. Okay. But you're
19 not going to have a problem following that, are you?

20 MS. HIMES: Not at all.

21 THE COURT: Okay. Thank you, ma'am.

22 All right. Nobody else is standing. I'm going to
23 go with that, Ms. Williams, is that okay?

24 MS. WILLIAMS: Yes, sir.

25 THE COURT: All right. Let's see. Mr. Wlodarczyk,

1 let me see. I think --

2 MR. WLODARCZYK: Judge, I think I only need 6 and 8
3 of my charges.

4 THE COURT: 6 and 8. Thank you for paying
5 attention. Thank you, sir.

6 Has any member of the jury panel had a bad
7 experience with a landlord within the past five years?
8 In other words, have you been written from somebody had
9 a bad experience with a landlord? Please stand at this
10 time.

11 All right. Your name, please, ma'am?

12 MS. WILLIAMS: Roda Williams.

13 THE COURT: Ms. Williams, hold on. And you're juror
14 number 193?

15 MS. WILLIAMS: Yes, sir.

16 THE COURT: And, Ms. Williams, you've had a bad
17 experience with a landlord in the past five years?

18 MS. WILLIAMS: Yes.

19 THE COURT: All right. Ms. Williams, the fact that
20 you've had a bad experience with a landlord, would that
21 affect your ability to listen to the evidence in this
22 case and render a fair and impartial verdict?

23 MS. WILLIAMS: No, sir.

24 THE COURT: Okay. If you'd stay with us then,
25 please, ma'am.

1 And I don't see anybody else standing.

2 And -- didn't I ask 7 already?

3 MR. WLODARCZYK: Number 8, Judge.

4 THE COURT: Oh, number 8. I'm sorry. Not paying
5 attention. Thank you, sir.

6 Has any member of the jury panel or your spouse been
7 the owner of a dog that has bitten another person? If
8 so, please stand at this time.

9 Ms. McCurley, you've owned -- you have owned -- you
10 or your husband have owned a dog that's bitten somebody?

11 MS. MCCURLEY: Yes, sir.

12 THE COURT: Okay. The fact that you have had a dog
13 that has bitten somebody, would that affect your ability
14 to listen to the evidence in this case and render a fair
15 and impartial verdict?

16 MS. MCCURLEY: No, sir.

17 THE COURT: Okay. If you'd stay with us.

18 Ms. Gleaton?

19 MS. GLEATON: It would not affect me.

20 THE COURT: It would not affect you either? But it
21 was y'all's dog bit somebody?

22 MS. GLEATON: Yes, sir.

23 THE COURT: But it wouldn't affect your ability to
24 be fair and impartial?

25 MS. GLEATON: Not at all.

1 THE COURT: Okay. Thank you, ma'am. And I don't
2 see anybody else standing. Okay.

3 All right. Any other questions from the Plaintiff?

4 MS. WILLIAMS: None, Your Honor.

5 THE COURT: Any other questions from the Defendant?

6 MR. WLODARCZYK: No, Your Honor.

7 THE COURT: All right. Ladies and gentlemen, what's
8 going to happen is the clerk is going to take all of
9 your names and redo them in a different order and then
10 the attorneys are going to look over your names and like
11 that and we're going to start picking a jury. It's
12 going to take about 15 minutes because they're going to
13 need to look at it. Fifteen minutes will do it?

14 MR. WLODARCZYK: As soon as we get the list, Your
15 Honor.

16 THE COURT: Yeah. Right. Now, while they are doing
17 that, I'm going to -- if y'all need to go to the
18 restroom right now again, do that. I need to talk to
19 the other attorneys for one second for the next case.
20 And if y'all will come on in, I'll talk to y'all back
21 there while we get straight on this one. Okay. Thank
22 y'all.

23 (There was a short break taken)

24 THE COURT: All right. Ladies and gentlemen, we
25 will get started picking the jury. Oh, wait a minute.

1 All right. Ladies and gentlemen, we're going to
2 begin picking a jury now. The numbers that are called
3 out are not your juror numbers. You have been
4 renumbered. So you will not know what the attorneys are
5 doing at this time.

6 But after we have picked the jury, then the clerk
7 will call out your names and you'll come down here and
8 be seated. Thirteen of y'all have the opportunity to be
9 chosen on this Monday the 13th. So you got 12 jurors
10 and one alternate.

11 All right. Is the Plaintiff ready?

12 MS. WILLIAMS: Yes, Your Honor.

13 THE COURT: Defense ready?

14 MR. WLODARCZYK: Yes, Your Honor.

15 THE COURT: All right. Mr. Clerk?

16 THE CLERK: What say you Plaintiff?

17 MS. WILLIAMS: Plaintiff strikes number 3.

18 THE CLERK: What say you Defense?

19 MR. WLODARCZYK: Defendant strikes number 4.

20 THE CLERK: What say you Plaintiff?

21 MS. WILLIAMS: Plaintiff strikes number 13.

22 THE CLERK: What say you Defense?

23 MR. WLODARCZYK: Defendant strikes number 6.

24 THE CLERK: What say you Plaintiff?

25 MS. WILLIAMS: Plaintiff strikes number 12.

1 THE CLERK: What say you Defense?

2 MR. WLODARCZYK: Defendant strikes number 2.

3 THE CLERK: What say you Plaintiff?

4 MS. WILLIAMS: Number 8.

5 THE CLERK: What say you Defense?

6 MR. WLODARCZYK: Defendant strikes number 5.

7 THE COURT: All right. Going for numbers 21 through
8 23. We're going to pick the alternate.

9 THE CLERK: What say you Plaintiff?

10 MS. WILLIAMS: Plaintiff strikes 21.

11 THE CLERK: What say you Defense?

12 MR. WLODARCZYK: Defendant strikes number 22.

13 THE COURT: All right. Mr. Sims, if you wouldn't
14 mind going over those strikes with them.

15 THE CLERK: Yes, sir. Plaintiff struck number 3;
16 number 8; number 12; number 13?

17 MS. WILLIAMS: That's correct.

18 THE CLERK: And alternate 21?

19 MS. WILLIAMS: That's correct.

20 THE CLERK: Defense struck number 2; number 4;
21 number 5; number 6?

22 MR. WLODARCZYK: Correct.

23 THE COURT: And alternate number 23?

24 MR. WLODARCZYK: 22.

25 THE CLERK: Okay.

1 THE COURT: It was 22, wasn't it?

2 MR. WLODARCZYK: 22, Your Honor.

3 THE COURT: All right. All right. Does the
4 Plaintiff have any issues regarding jury selection?

5 MS. WILLIAMS: Yes, sir. *Batson*, Your Honor.

6 THE COURT: All right. Ladies and gentlemen, I'm
7 going to have to get y'all -- excuse y'all. Let y'all
8 go out in the hall for a second while I take up a matter
9 outside of y'all's presence, okay. All right.

10 (The jurors left the courtroom)

11 THE COURT: All right. Ms. Williams?

12 MS. WILLIAMS: Your Honor, we have concerns with the
13 -- both the race and the sex, they're all black females
14 that were struck.

15 THE COURT: Okay. Mr. Wlodarczyk?

16 MR. WLODARCZYK: Yes, Your Honor.

17 THE COURT: I need the race-neutral reason for each
18 one of them.

19 MR. WLODARCZYK: Number 2 was struck because she was
20 disabled, unemployed. Most likely to give a more
21 favorable plaintiff verdict because of that, those
22 backgrounds.

23 Number 4, I couldn't understand her when she gave
24 her information from the back, so I struck her because I
25 couldn't understand her.

1 Number 6 was the bad landlord case. That she said
2 that she had a bad experience with the last five years.
3 Struck her on that ground.

4 And number 5 is a PCA caregiver. I treat those
5 almost like school teachers and nurses. They have a
6 giving heart, more likely to give when faced with a
7 verdict. So that's why she was struck.

8 THE COURT: Okay. So let me just -- I'm just -- so
9 number 2 was juror number 97?

10 MR. WLODARCZYK: Correct, Your Honor.

11 THE COURT: Okay. And you said she was disabled?

12 MR. WLODARCZYK: Disabled. Not working. So given
13 this is a personal injury case, my concern that she may
14 be more inclined to give a larger verdict if there is a
15 verdict.

16 THE COURT: All right. And Ms. Blanding -- I mean,
17 number 4 was number 9. Okay. Well, I had her working
18 at Husqvarna. So, I mean --

19 MR. WLODARCZYK: Which one, Your Honor?

20 THE COURT: Number 4 who was juror number 9?

21 MR. WLODARCZYK: Yes, sir. I said I couldn't
22 understand -- I did not hear what she said, so that's --

23 THE COURT: And I'm sorry you didn't just speak up
24 and say --

25 MR. WLODARCZYK: And based on the other people that

1 I had, I mean, they're just in my opinion better jurors.
2 But it wasn't based on race or gender.

3 THE COURT: All right. Ms. Williams, do you want to
4 --

5 MS. WILLIAMS: Your Honor, we haven't had a reason
6 for number 22.

7 MR. WLODARCZYK: She was a sales associate. And the
8 second one I would have struck would probably been the
9 nurse. Again, nurse/care giver. I did have nurse
10 marked as an alternative had one of these people been
11 struck by the Plaintiff's, but they weren't. So it's
12 just how it came out, Your Honor.

13 THE COURT: Okay.

14 MR. WLODARCZYK: I would assume it's a more lower
15 wage, lower education status. Not that we have that
16 information, but just taken the fact that that's what
17 her position was that's what I took into account.

18 THE COURT: Okay. All right. All right.
19 Ms. Williams?

20 MS. WILLIAMS: Your Honor, I have concerns with
21 explanation of "can't understand someone." I'm not sure
22 that's race-neutral. Likewise, the lower education and
23 lower income. I have concerns with that explanation as
24 well.

25 THE COURT: Was anybody picked on the jury that was

1 also working as a salesperson? Have y'all had a chance
2 to look over that? I didn't --

3 MR. WILLIAMS: I'm trying to look at it right now,
4 Your Honor.

5 MS. WILLIAMS: Anybody picked or anybody struck?

6 THE COURT: No. Anybody picked?

7 MR. WLODARCZYK: The first one was RMC, Your Honor.
8 I put them as a hospital. Second was disabled. Third
9 was the pit bull owner that was struck. Fourth, I
10 couldn't understand and if you can't communicate openly,
11 I have concerns about communicating back in the jury
12 room. Sixth was a bad landlord. Nine was a nurse.
13 Eleven was a pharm tech. Twelve was the owner of a pit
14 bull. Thirteen was an engineer. Fourteen was a
15 hairstylist. Seventeen was a baker. Machine operator.
16 And 21 was the nurse. And the other ones I do have the
17 information, but I don't believe anybody with sales
18 associates other than the one I struck.

19 THE COURT: Okay.

20 MR. WLODARCZYK: We had bookkeepers and an engineer
21 was struck by the Plaintiff's. I don't even have one
22 for 191 who's a black male. I just thought he was a
23 good juror.

24 MS. WILLIAMS: Your Honor, I believe his explanation
25 was not just a sales associate, but it was the low

1 income.

2 THE COURT: Ma'am?

3 MS. WILLIAMS: Low income. It seems to be the
4 explanation to me. I mean, how does he know what a
5 hairstylist makes, that's number 152.

6 THE COURT: Okay.

7 MR. WLODARCZYK: I know what my wife pays for her
8 hairstylist, Judge.

9 THE COURT: No, I'm aware of that also. But I --

10 MR. WLODARCZYK: And income is race-neutral. I mean
11 --

12 THE COURT: Go ahead, Ms. Williams.

13 MS. WILLIAMS: I don't see these as race-neutral
14 issues. It's obvious that African Americans usually
15 have lower income.

16 THE COURT: Okay. Can y'all step back into my
17 office for just one second.

18 MR. WILLIAMS: Sure.

19 (Chambers conference)

20 MR. WILLIAMS: And just briefly for the record, he
21 did see the sales person, Your Honor. Not that I'm
22 looking for that to change your --

23 THE CLERK: Which one was the sales person?

24 MR. WILLIAMS: Number 140; 16, I believe.

25 (Verbatim)

1 THE COURT: Okay.

2 MR. WILLIAMS: If I'm wrong, it's Mr. Marshall's
3 fault in the back.

4 MR. WLODARCZYK: I have CSR.

5 THE COURT: I had CSR. So, I'm blaming him. I will
6 blame Mr. Marshall for it.

7 MR. WLODARCZYK: I don't know what CSR -- I didn't
8 take that as a sales associate position or something.

9 THE COURT: All right. What I'm going to do is, I'm
10 going to deny the *Batson* Motion. I think he did give
11 some race-neutral reasons. I am -- I will note on the
12 record, I am concerned about the "could not understand"
13 explanation. Even with that, I'm not going to re-pick
14 the jury on this.

15 And, Ms. Williams, I'm going to note your objection
16 to that ruling so y'all will be protected. And I can
17 read about what I did wrong later. Okay.

18 MS. WILLIAMS: Thank you, Judge.

19 THE COURT: Okay. Thank y'all very much. Okay.
20 I'm going to bring the jury back in here and then let's
21 set them and then I'll tell them to come back at two.
22 Okay. All right. Bring the jury on back in.

23 (The jury entered the courtroom)

24 THE COURT: All right. Ladies and gentlemen, we're
25 going to get ready to sit the jury in our first case.

1 Mr. Sims, if you'd call the jurors present.

2 THE CLERK: Yes, sir. Juror number 28. Oh, if you
3 could come up, sit in the jury box, and bring your
4 belongings also.

5 Juror number 28, Jankeathia Corley.

6 Juror number 135, Kimberly L. Patterson.

7 Juror number 137, Khadijah L. Phelps.

8 Juror number 46, Karen S. Ford.

9 Juror number 4, Jennifer Barnette.

10 Juror number 152, Margaret R. Robertson.

11 Juror number 191, Harry L. Wigfall, Jr.

12 Juror number 140, Christin W. Price.

13 Juror number 6, Charlie Bells, Jr.

14 Juror number 185, Jonathan A. Welch.

15 Juror number 200, William B. Zorn.

16 And juror number 35, Briannah M. Davis.

17 And juror number 131, Tyler L. Odom.

18 THE COURT: Mr. Odom, you are the alternate in this.
19 Wherever you are. Okay.

20 All right. Congratulations, ladies and gentlemen.
21 Okay. What I'm going to do now is -- well, let me just
22 tell you briefly, you've been picked for the jury. You
23 can't have any conversations with anybody even among
24 yourselves about the case until I tell you, you can
25 begin having discussions among yourselves.

1 I'm going to let y'all go to lunch. Y'all will need
2 to be back in the jury room at 2 o'clock. When y'all
3 come back at the jury room at 2 o'clock, I want the 12
4 of you who are jurors to pick a foreperson who is going
5 to be the foreperson for your -- for the jury. That is
6 the person that is going to complete the verdict form.
7 If you have any questions, which I doubt you'll have any
8 questions after you've heard from the attorneys and
9 those, but if you do, you'll write out the questions and
10 send them out. And as the foreperson you are in charge
11 to make sure that you have a discussion in the jury room
12 where everybody partakes in the discussion.

13 The other thing I need to tell you is you cannot do
14 any independent research about this case. Everything
15 you need to know you will find out in this courtroom.
16 Not by Googling it, not checking Google Maps to see
17 where it happened or anything like that. You will find
18 out everything you need to know just here in the
19 courtroom. Okay.

20 Now, I'm going to pick another jury and then that
21 case is going to be -- will start Wednesday morning at
22 9:30. Okay. Or 9 o'clock. But y'all are excused.
23 Y'all go get lunch. Y'all come back we're going to be
24 ready to get going on this case. Okay. Thank y'all.

25 (The jury left the courtroom)

1 MS. WILLIAMS: Do you want us to stay for motions or
2 come back?

3 THE COURT: I don't remember what the motions were
4 going to be. But why don't y'all just come back about a
5 quarter till. I'm going to try to get something to eat
6 myself.

7 MS. WILLIAMS: Okay.

8 THE COURT: All right. And we'll do it then.

9 (Lunch break)

10 (WHEREUPON, Plaintiff's Exhibit Numbers 1 through
11 9.2 were marked and entered)

12 THE COURT: Mr. Wlodarczyk, you've got motions?

13 MR. WLODARCZYK: I have one brief, a couple of
14 evidentiary issues and a motion in limine, Your Honor.
15 I gave you a copy, but if you need another copy, I have
16 one.

17 THE COURT: No, we got it. I think I've got it
18 right here. Oh, yes. Motion in limine.

19 MR. WLODARCZYK: Yes, sir, Your Honor.

20 THE COURT: Okay.

21 MR. WLODARCZYK: Two issues in that the first was
22 just requesting that there not be any line of
23 questioning or arguments about the general disposition
24 of pit bulls in general. Without any expert testimony,
25 I don't believe there is any in this case. And

1 certainly they can ask questions about the disposition
2 of this particular dog and they can identify it's a pit
3 bull. So anything else is just kind of left out there.

4 The second one was, after this incident, my client,
5 Mr. Jeffords, had Mr. Brooks who will be testifying,
6 installed a fence on the property. That would, in our
7 position, be a subsequent remedial measure. It really
8 doesn't have any bearing in this case. And we'd ask
9 that that be excluded under the rule of evidence
10 regarding subsequent remedial measures. I think it's
11 701 off the top of my head, but I can look.

12 As to the exhibits, I think we've stipulated to
13 everything. Ms. Williams has a medical summary of the
14 bills in lieu of the records, I have no problem with
15 that. There's one -- there's one cost at issue which I
16 do object to that's listed under there and I'll present
17 you what was given to me in discovery. It's a letter
18 from Carolina Ear Nose & Throat. May I approach, Your
19 Honor?

20 THE COURT: Sure.

21 MR. WLODARCZYK: Basically it's a possible future
22 medical cost for a possible scar revision. There hasn't
23 been any video deposition or other deposition of the
24 doctor who gives not only a diagnosis, but then
25 estimates the cost of the surgery and a subsequent cost.

1 Our position is, one, it's not a bill because it
2 hasn't occurred yet. So it can't be testified to by the
3 Plaintiff as having being a bill.

4 And, two, it's based on an expert's opinion and an
5 expert's projected cost, so it would be hearsay absent
6 the person coming here to testify in person. So we
7 would object to that particular line item in the summary
8 that Ms. Williams has provided which is \$3200 for a
9 Carolina ENT scar revision. It's how it's listed on the
10 summary that she intends to use.

11 THE COURT: Okay. Are those all of them?

12 MR. WLODARCZYK: Excuse me?

13 THE COURT: Are those the three things that are at
14 issue? Or is there another one?

15 MR. WLODARCZYK: That's it.

16 THE COURT: Okay. All right. And, Ms. Williams?

17 MS. WILLIAMS: May I respond?

18 THE COURT: Oh, yeah.

19 MS. WILLIAMS: As to the first motion in limine
20 regarding the general disposition, I don't expect we're
21 going to go into great detail about that. I think --
22 it's a pit bull and doesn't take expert testimony for
23 people to have a general associations about what a pit
24 bull is.

25 THE COURT: And you probably don't even need to say

1 anything.

2 MS. WILLIAMS: I don't expect we'll explore that in
3 great detail.

4 THE COURT: I mean, all you've got to do is say once
5 it's described as a pit bull, I don't think you need to
6 do anything else.

7 MS. WILLIAMS: Okay.

8 THE COURT: I mean, that's just -- I mean, anything
9 else you start moving into overkill or stuff that, you
10 know --

11 MS. WILLIAMS: Okay.

12 THE COURT: I mean, that's just my take on it.

13 MS. WILLIAMS: Well, I don't think that's going to
14 be an issue. But I don't want to be precluded from
15 speaking about a pit bull or making a comment that we
16 all have associations with pit bulls or something to
17 that effect. I mean, I think it's somewhat -- you don't
18 have to be an expert to know that a pit bull is known
19 for being vicious.

20 THE COURT: Well, I think once you start getting
21 into, you know, this is one of those less is more type
22 things.

23 MS. WILLIAMS: Okay.

24 THE COURT: I mean, if you find somebody on that
25 jury that doesn't have an idea about a pit bull, I'd be

1 surprised. I mean, I'm sorry. I mean, I just don't --
2 I don't think -- I don't think that there's anybody
3 that's going to get into -- once -- everybody agrees the
4 dog is a pit bull?

5 MR. WLODARCZYK: It is, Your Honor.

6 MS. WILLIAMS: It is.

7 THE COURT: All right.

8 MS. WILLIAMS: And that's about all --

9 THE COURT: Now, if we get into any testimony about
10 how sweet or like that the dog is, then, you know --

11 MR. WLODARCZYK: I think that is an issue under the
12 law of the case at least. Depending on what gets
13 charged as to whether it has a preexisting vicious
14 propensity. I'm not sure if they're going with common
15 area of residential landlord/tenant common law or strict
16 liability only, so I can't say whether or not that would
17 be an issue or not.

18 THE COURT: Okay. Well, actually, you know, to me
19 once you just say the word "pit bull," everybody is
20 fearful of the dog. I mean, that's just my take on it.
21 But we can -- we'll -- you know, there is no expert to
22 come in and talk about the dog raising, is there?

23 MR. WILLIAMS: Not to get double whammy on you here,
24 but I think our only position is, if they come in and
25 try to say this is a sweet and innocent dog, no

1 propensity to bite, I think we're going to come and make
2 an argument this is a pit bull. It's a known breed that
3 was bred for particular reasons. And I think that's
4 common knowledge that doesn't require an expert to argue
5 it.

6 THE COURT: Well, we'll talk about that about what
7 the dog is bred for, you know. Because you can ask
8 somebody -- who's going to testify that the dog is
9 sweet?

10 MR. WLODARCZYK: I don't know anybody is saying it's
11 a sweet dog. The only person that knows about the dog,
12 my understanding, is the dog owner who is Ms. Padgett.
13 And apparently her father who performed some repairs
14 knew that that dog was on there. I'm not sure he knows
15 anything about the disposition of the dog, so...

16 THE COURT: Okay.

17 MS. WILLIAMS: Your Honor, I believe the witness
18 that could -- some of that testimony could be elicited
19 probably is here, Ms. Padgett.

20 THE COURT: Okay. I need for her to go step out in
21 the hall?

22 MS. WILLIAMS: If you would just instruct her that
23 -- to be cautious of that if she's going to talk about
24 the nature of the dog then we can then respond with --

25 THE COURT: We'll just have to drive off that bridge

1 when we get to it. Okay. But I'm inclined to keep it
2 simple --

3 MS. WILLIAMS: Sure.

4 THE COURT: -- and clean, you know. I mean, just
5 only because pit bulls do have a reputation whether it's
6 testified to or not, that's something that's -- I'd be
7 surprised that anybody would, you know.

8 MS. WILLIAMS: Your Honor, as to the second motion
9 in limine regarding subsequent remedial measures, it's
10 Rule 407. And the rule specifically states, "This rule
11 does not require the exclusion of evidence of subsequent
12 measures when offered for another purpose. Such as
13 proving ownership, control, or feasibility of
14 precautionary measures if controverted or impeachment."

15 When you're talking about the dog bite statute and
16 the case law that interprets that statute and even the
17 common law negligence and now a dog bite, all the
18 questions center around does the -- did he have control
19 over the area. And ownership of that area. And we
20 believe that the fact that Mr. Jeffords will testify
21 that he instructed someone to put up an enclosed fence
22 after this incident, absolutely indicates he had control
23 over the area. And is quite important for our burden of
24 proof.

25 THE COURT: Okay. So one of the issues in the case

1 is whether he had control over that area?

2 MS. WILLIAMS: I think so. I think that's -- when
3 you look at the *Clea* case and some of other cases out
4 there that's something the court heavily analyzes. And
5 I think they need to know that he had enough oversight,
6 control, and awareness of what was going on on that
7 property to put a fence up.

8 THE COURT: Okay.

9 MR. WLODARCZYK: We don't dispute that he's the
10 owner of the property. He's the landlord. He can do
11 whatever he wants to. We haven't raised that as an
12 argument saying he couldn't do something. The question
13 is the creation of a fence. There's no duty for a dog
14 owner or a landlord under any law in South Carolina say
15 you have to erect a fence or contain an animal or
16 anything along those lines.

17 So basically it's saying we're going to show that he
18 could of -- or he exerts control over this property
19 because after he learned about the dog bite, he hired
20 someone to put up a fence. Instead of just asking him,
21 were you the owner of this property? Did you have --
22 are you able to direct how Ms. Padgett lived or did not
23 live the property or did he even do any of that stuff?
24 So the actual fence issue is not -- I mean, it's not
25 being used for the purpose of demonstrating control when

1 we have not argued or raised the issue of control of the
2 property since he is the owner of the property and the
3 landlord.

4 THE COURT: Y'all are going to stipulate that he
5 controls that property?

6 MR. WLODARCZYK: He controls the property in terms
7 of being the owner and landlord, yes, sir. I think the
8 -- we fundamentally disagree on what the law is going to
9 be charged. So one of the issues is, does Mr. Jeffords
10 control the property sufficiently enough at the time of
11 the bite. And we have some cases on that as well.
12 We're not disputing that he could have done something if
13 he wanted to, but that's the whole argument is there's
14 no requirement for him to go build a fence or provide
15 any kind of safety features or make sure the dog is
16 contained under the law. So really it's kind of an
17 irrelevant issue.

18 THE COURT: That's the dog that was on his property?

19 MR. WLODARCZYK: The dog was off the property when
20 the bite happened.

21 THE COURT: Okay. Well, I'm assuming he was off the
22 property because there wasn't a fence?

23 MR. WLODARCZYK: Wasn't a fence and it wasn't on the
24 leash that was attached to the doghouse that was on the
25 property.

1 THE COURT: Okay. All right. Go ahead.

2 MS. WILLIAMS: Two issues to think about. There's
3 no written lease. So we think the jury needs to
4 understand that he had the control because he exercised
5 it to do this to the property. Under some lease
6 agreements it would say the tenant has to do this, that,
7 and the other. So I do think that's important to
8 highlight to the jury to make it clear that he had
9 control over this area where the dog was.

10 And, again, if you look at the *Clea* case, it all
11 talks about being in the common area and what the owner
12 -- how he had control over that area. Knew the dog was
13 tided up and whatnot.

14 It also goes to another key issue in this case which
15 is agency. And we think that this fact that
16 Mr. Jeffords instructed Mr. Brooks to erect a fence
17 after this happened goes to further illustrate the
18 agency relationship between Mr. Jeffords and Mr. Brooks.
19 So if they want to stipulate that there was an agency
20 relationship, then we don't have to talk about the
21 fence. Or if they want to along would stipulate that he
22 had control over this area when the dog bite happened.

23 MR. WLODARCZYK: It's going to be more complicated
24 than the testimony, Judge.

25 THE COURT: I know. I know.

1 MR. WLODARCZYK: The problem is they're reading one
2 case. There's also the *Bruce* case and there's also the
3 *Nesbitt* case and those go into more detail. The *Clea*
4 case talks about whether or not the Residential
5 Landlord/Tenant Act altered the common law of no
6 landlord liability for a tenant's dog. And it said
7 because the statute regarding common areas in which a
8 landlord has to keep a common area in a fit and
9 habitable condition. Initially which was rejected in
10 *Farmer* saying that doesn't create liability for a
11 landlord for a dog.

12 Subsequently in *Clea* they said, okay, well, that
13 could be a question of fact IF, and they even emphasize
14 in that case, "the bite occurs in a common area AND the
15 landowner has -- the landlord has knowledge of the
16 vicious propensity of the animal."

17 One, this bite didn't occur in a common area, so the
18 Residential Landlord/Tenant Act does not apply. So that
19 case line does not apply.

20 So really, the sole situation is we're dealing with
21 strict liability here.

22 Regarding agency, looking at the jury charge
23 proposed by Ms. Williams, it says that the agent is
24 going to have to be negligent to even attach to the
25 principal. I mean, that's one of the basis is a

1 principal agent liability is that the agent is in
2 furtherance of the principal's actions when he does
3 something or failed to do something that cause jury to
4 the plaintiff.

5 All they've alleged in this case is that Mr. Gregory
6 performs work on various properties based on his
7 affidavit. We don't dispute that. Mr. Jeffords is
8 going to testify or can testify that he's been doing
9 work on not only the rental property, but his own home
10 since 2008 or 2009 when he came back to Orangeburg. So
11 we're not disputing that he does work, gets paid to do
12 work.

13 Now, whether or not that creates agency for taking
14 care of a dog, I think that's going to be up to Your
15 Honor at the conclusion of this case.

16 THE COURT: Okay. All right. Let me tell you what
17 I'm thinking. I'm -- if you go into the fence issue,
18 I'm going to instruct the jury it doesn't have anything
19 to do with liability. Okay. It just has to do with
20 whether or not he had control. I'll note your objection
21 to that. So that will be preserved. This will be a fun
22 case on appeal, I can see already. Okay. So -- all
23 right.

24 MS. WILLIAMS: And then the last item, I think was
25 the scar revision that we wanted to put on the medical

1 summary. I think just like the Plaintiff can testify as
2 to what her medical bills were, she can testify what
3 she's been told that her medical bills would be if she
4 got this scar revision. I don't think that requires
5 expert testimony for her to relay to the jury this is
6 what the doctor told her. The fact that she hasn't
7 gotten that yet, I mean, she doesn't have the money to
8 get that fixed.

9 THE COURT: All right. You don't happen to have any
10 case law or anything that tells me one way or the other
11 with that? Because I've always dealt with it just being
12 past medical bills. Do we happen to have anything?

13 MS. WILLIAMS: I know there's case law regarding the
14 plaintiff talking about future care. And I think that
15 it --

16 THE COURT: I just need something to look at so I
17 can see that. I know that, you know, I can testify as
18 to value of my property. I think you can testify -- it
19 just concerns me, I don't -- well --

20 MS. WILLIAMS: I can look for that, Your Honor.

21 THE COURT: If y'all will just look for that to give
22 me something --

23 MS. WILLIAMS: It's just like any other doctor's
24 appointment she goes to. She tells the doctor this is
25 my problem. I have this scar. What can I do to get it

1 fixed? And he relays to her, well, you can do this,
2 that, and the other, and it will cost X amount of
3 dollars.

4 THE COURT: Well, I mean, I think she can testify as
5 to, you know, the procedures that she's talked to the
6 doctor about for sure. You know? Then the price comes
7 into -- becomes an issue.

8 What is it that the plaintiff's always doing now?
9 Not lizard serpent --

10 MR. WLODARCZYK: Reptilian tactics.

11 THE COURT: Yeah. This way you can do that. But is
12 she going to be the first person that testifies?

13 MS. WILLIAMS: No, sir.

14 THE COURT: Okay. Well that gives me a chance --
15 that gives y'all a chance to look for something and me
16 to think about it. Okay. So what else we got?

17 MS. WILLIAMS: And, Your Honor, as we spoke about in
18 chambers, we do need to make the motion to amend our
19 complaint to conform to the evidence regarding the
20 allegations of agency between Mr. Jeffords and
21 Mr. Brooks. In that he is, Mr. Jeffords, the principal
22 responsible for the conduct, knowledge of the agent.

23 THE COURT: All right. And, Mr. Wlodarczyk --

24 MR. WLODARCZYK: I'll make this one simple, Judge.
25 I don't think it's a motion to conform to the evidence.

1 Because that's evidence that comes in at trial. But if
2 Ms. Williams wants to move to allege agency as part of
3 her complaint -- amended complaint, we deny that to the
4 extent there was an agency in the actions or within the
5 scope of that agency with regard to the dog. And we
6 don't have to deal with any of that.

7 THE COURT: Okay.

8 MR. WLODARCZYK: Because there's no prejudice. We
9 knew about Mr. Brooks through deposition although he
10 wasn't formally identified as a witness. So I think
11 that takes care of that.

12 THE COURT: All right. Do I need to preserve an
13 objection or anything for the record for you?

14 MR. WLODARCZYK: It's before trial, so I think the
15 case law base -- or the rule even says that I can object
16 to it and you can just state the trial so I can do my
17 discovery and we're not going to do that, so...

18 THE COURT: Okay. That sounds good. Okay. Great.
19 Anything else?

20 (No response)

21 THE COURT: No? Ms. Williams?

22 MS. WILLIAMS: I don't think so.

23 THE COURT: Okay. Anything else, Mr. Wlodarczyk?

24 MR. WLODARCZYK: Judge, we haven't got to good part
25 yet, that's at the end of the case. (Laughter)

1 THE COURT: I get the feeling that it's going to be
2 at the end of the case too. All right.

3 All right.

4 MS. JAMISON: May I approach?

5 THE COURT: Yes, ma'am.

6 (Off the record)

7 THE COURT: All right. Juror number 140 is the
8 foreperson.

9 And, Katherine, if you'd make this Court's Number 1.
10 This is the foreperson.

11 (WHEREUPON, Court's Exhibit Number 1 was marked and
12 entered)

13 THE COURT: Okay. Is the Plaintiff ready?

14 MS. WILLIAMS: Yes, Your Honor.

15 THE COURT: Defense ready?

16 MR. WLODARCZYK: Yes, Your Honor.

17 THE COURT: All right. If you'd bring them on in.

18 (WHEREUPON, the jury entered the courtroom)

19 THE COURT: All right. Ladies and gentlemen, before
20 we get started, they've got to -- this clerk is going to
21 swear you in as the jury in this case. Okay. Mr. Sims.

22 THE CLERK: Please stand and raise your right hand.

23 (WHEREUPON, the jury was sworn in)

24 THE CLERK: You may be seated.

25 THE COURT: All right. Madam Forelady, ladies and

1 gentlemen of the jury, before the case begins, I'm going
2 to give you a little bit of an idea about the procedure
3 during the trial.

4 The first thing that will occur is that the attorney
5 for the Plaintiff and the Plaintiff is the person who
6 brought this action, her attorney will make an opening
7 statement which will be followed by a similar statement
8 by the attorney for the Defendant.

9 These opening statements are not arguments. The
10 arguments will come at the conclusion of the case. The
11 purpose of the opening statements is for each party to
12 outline their claims and the evidence they intend to
13 present to support these claims. Following the opening
14 statements, each side will present its evidence with the
15 Plaintiff, once again, going first.

16 Evidence takes many forms. It may be testimony,
17 documents, models, photographs or the like. Please pay
18 close attention to all the evidence presented by each
19 party. You the jury are the sole judges of the facts in
20 this case and no one else is permitted to weigh the
21 evidence and render a verdict based upon it except you.

22 All of the evidence -- after all the evidence has
23 been presented, the attorneys will make their closing
24 arguments. Unlike the opening statements, these final
25 remarks are truly arguments. That is, each side will

1 emphasize certain portions of the evidence and try to
2 persuade you to agree with their version of the facts.

3 Keep in mind that the opening statements as well as
4 the closing arguments of the attorneys do not represent
5 evidence in this case. Give the attorneys your
6 undivided attention, but keep in mind that what they say
7 is not evidence.

8 After the arguments are finished, I will explain to
9 you the law that applies in this case. You will then
10 retire to the jury room to consider the facts and the
11 law. Once you have done so, you will return a verdict
12 in favor of one side or the other.

13 During the course of this trial, the Plaintiff has
14 the burden of proving her claims. The Plaintiff must
15 meet this burden by proving her claims by the greater
16 weight or preponderance of the evidence.

17 What we mean by the greater weight of the evidence
18 can be illustrated by imagining a traditional set of
19 scales. And y'all have all seen those pictures of
20 scales where everything is evenly balanced. Okay. When
21 the case begins, these scales are even. After all of
22 the evidence has been presented, if the scales remain
23 evenly balanced or if they should tip even slightly in
24 favor of the Defendant, then the Plaintiff will have
25 failed to meet her burden of proof and your verdict

1 would be for the Defendant.

2 On the other hand, if the scale should tip even
3 slightly in favor of the Plaintiff, then she will have
4 met her burden of proof and your verdict would be for
5 the Plaintiff.

6 As I mentioned earlier, although I am the only
7 person who can tell you what the law is, you are the
8 only ones who can determine the facts. I do not have
9 the right to indicate how I might feel about the
10 evidence presented. And throughout this trial, my
11 intention is to act impartially toward each party. It
12 is my duty, however, to rule on the admissibility of the
13 evidence. There are certain rules that both sides must
14 obey in presenting evidence. These rules have a
15 definite purpose. They ensure that the information you
16 receive is the most trustworthy and reliable evidence
17 available.

18 An objection is a procedure that is used for an
19 attorney to cause a possible violation of these rules to
20 my attention. For this reason, you should not hold an
21 attorney's objection against him or his client. Nor
22 should you conclude from my ruling on the objection that
23 I favor one side over the other.

24 I remind you to pay close attention to all of the
25 evidence presented to you. It is you the jury who will

OPENING STATEMENT BY MS. WILLIAMS

1 determine the facts in this case. And as a result, you
2 will have to evaluate the credibility. Which simply
3 means the believability of each witness who testifies.
4 After doing so, you will be prepared to render a fair
5 and just verdict in this case.

6 Ms. Williams?

7 MS. WILLIAMS: Yes, sir.

8 THE COURT: Are you ready?

9 MS. WILLIAMS: Yes, sir.

10 THE COURT: Okay. Thank you, ma'am.

11 MS. WILLIAMS: May it please the Court?

12 THE COURT: Yes, ma'am.

13 OPENING STATEMENT BY MS. WILLIAMS:

14 MS. WILLIAMS: Good afternoon. This has kind of
15 been a long day already. I appreciate your patience.
16 Appreciate your willingness to be here and your
17 involvement in this very important process.

18 This is an important day for Ms. Stroman. So I ask
19 that you just hang in there a little bit longer. I
20 don't think the testimony is going to take too much more
21 of your time. Hopefully, we can finish today.

22 As you heard earlier, I'm Ginny Williams. I
23 practice law here in Orangeburg. Right down the street
24 at Williams and Williams. I've been there for several
25 years now. I get to practice with my husband who's here

1 with me today, David, helping me. His brother. His
2 father. Senator Hutto and several other attorneys.

3 I love working with my husband and working with my
4 family and I enjoy that. I enjoy the challenges of
5 being an attorney. But what I love, truly love the most
6 about my job and what keeps me getting up every day
7 despite the stresses and the responsibilities is that I
8 get to work in Orangeburg. I get to be here in this
9 community. And I get to work with individuals like
10 Ms. Stroman. And help her and others through injustices
11 that they have suffered in hopes to make her life better
12 after this injustice. But also, perhaps not more
13 importantly, but just as significant to help make
14 Orangeburg a better place to live. And our community a
15 safer place to live.

16 The judge has told you a little bit about this case
17 already. We know it's about a dog bite with a pit bull.
18 It happened on December 1, 2014. Ms. Stroman was bitten
19 by the dog. She was living on Percheron Street which is
20 a street here in Orangeburg. The dog was staying on a
21 property that backed up to Ms. Stroman's property.
22 Ms. Padgett who you will hear from today was living on
23 that property with the dog, the pit bull, and she was
24 renting the property from the defendant, Mr. Jeffords.

25 So that's generally what the case is about today.

1 Of course, you'll hear more details from the witnesses.
2 But what I challenge you to look at in this case, as
3 part of the Orangeburg community, what can you do --
4 what can we do about holding people responsible. The
5 people that have the control. The people that have the
6 power. And the people that have the resources.

7 You're going to hear from several witnesses. You're
8 going to hear a lot about some of those things; the
9 power, the control, and the resources. You won't hear
10 from Ms. Stroman, my client, that she had any power over
11 this situation. She was just in her backyard cleaning
12 out her car before she drove her car to go pick up her
13 son from the bus stop. When she heard rustling in the
14 yard and growling. She did nothing to provoke this at
15 all. The dog came at her. Lurched. Grabbed on to her
16 right forearm. Left a puncture wound, both on the top
17 and the bottom. She had no control over this situation
18 at all.

19 But you're going to hear who did. You're going to
20 hear from Mr. Jeffords and a gentleman named Mr. Brooks.
21 You're going to learn a lot about what their
22 relationship was. What Mr. Brooks would do for
23 Mr. Jeffords, the property owner. How he had bank
24 deposit slips to collect the rent. You'll also hear
25 that Mr. Brooks is the father of the tenant, Ms. Padgett

1 who had the dog on the property. He got his daughter to
2 rent this place from Mr. Jeffords. He had done that
3 previously, had other people rent this home on Gospel
4 Hill Court from Mr. Jeffords.

5 You're going to hear how Mr. Brooks had the ability
6 to maintain and monitor this property. Make changes to
7 the property if he needed to. He had, like I said, bank
8 slips to make the deposits. He was even the person that
9 -- he was a signatory on Mr. Jeffords's account. He
10 could write -- he could get money to pay for repairs on
11 his property. And that's an important relationship to
12 understand. And I challenge you to consider
13 Mr. Jeffords's responsibility for what Mr. Brooks knew.
14 What was going on on this property.

15 Mr. Brooks will testify that he knew from day one
16 when his daughter moved in, she had the pit bull. Day
17 one. You'll hear from Ms. Padgett that Mr. Jeffords
18 came to the property at least twice. You'll hear that
19 the dog was mostly an outside dog. Allowed to roam.
20 There was a doghouse that her dad, Mr. Brooks, provided
21 which is very important. He knew the dog was there.
22 And he knew it so much that he was providing a home for
23 the dog. Someone acting on behalf of Mr. Jeffords.

24 There's going to be -- like I said, I think the
25 testimony will move along pretty quickly, but it's

1 important for you to think about those questions of who
2 had the ability to handle this. And what did they do.
3 What, did they just wash their hands of that
4 responsibility and leave an individual like Ms. Stroman
5 to suffer the consequences.

6 As representing the Plaintiff, Ms. Stroman, it is
7 our responsibility to prove evidence and facts to you.
8 You heard the judge explain it as scales. And if we can
9 tip the scales ever so slightly in favor of my client,
10 Ms. Stroman, then we've satisfied that burden.

11 You can also think of it as a football field. It's
12 still football season, so this probably reign true. In
13 football we have 100 yards and you've got to get all the
14 way to the end zone to score. Well, in this game, and
15 here in this court, we're both starting -- Mr. Jeffords,
16 the Defendant, and Ms. Stroman are starting on the 50
17 yard line. Ms. Stroman has the ball. All she has to do
18 is push it over that 50 yard line to satisfy her burden
19 of proof.

20 Thank you again for your time here. And when I come
21 back or my husband, David, comes back to speak to you at
22 the end of the case, we'll talk to you about what you
23 can do in response to the facts that you've heard. What
24 can you do to make sure that people that had the power
25 and the control and the resources are held responsible.

OPENING STATEMENT BY MR. WLODARCZYK

1 Thank you so much for your time.

2 THE COURT: Thank you, Ms. Williams.

3 Mr. Wlodarczyk?

4 MR. WLODARCZYK: May it please, Your Honor.

5 THE COURT: Yes, sir.

6 OPENING STATEMENT BY MR. WLODARCZYK:

7 MR. WLODARCZYK: Good afternoon, ladies and
8 gentlemen. My name is Damon. I represent Mr. Jeffords.
9 Who's seated with me today. Mr. Jeffords grew up in
10 South Carolina. Moved to Orangeburg when he was a kid.
11 Left when he went to Clemson to get a degree in
12 engineering and then left the state. Traveled the world
13 working for oil companies. And when it was time to hang
14 up his hat, he came back to Orangeburg with his wife.
15 Settled down. He could have retired, but instead he
16 went to gunsmith school and now he owns a guns man shop
17 in Columbia. And he has some rental properties.

18 When they needed some work done on these rental
19 properties or even his house, he hired Mr. Brooks. And
20 you're going to hear that testimony and that
21 relationship. And he got hired to do repairs and
22 maintenance. In fact, Mr. Brooks owns his own company.

23 A lawsuit is kind of like a book. You know, you've
24 got a beginning, you got a middle, and then you have an
25 end. And an opening statement is an opportunity for the

1 attorney to basically spoil it for you and tell you what
2 the evidence is going to be and what you're going to
3 hear. So I'm going to jump to the end basically and say
4 why at the conclusion of this case Mr. Jeffords should
5 be held not responsible for this case.

6 South Carolina -- at the end of this case the judge
7 is going to tell you what the law is. And what is going
8 to be told to you is South Carolina has a law on the
9 books about dog bites. And it basically says that if a
10 person is lawfully on their place like the Plaintiff was
11 in this case, she was on her own property, and she gets
12 bit by someone's dog, then the owner is automatically
13 responsible. Not a question. Doesn't matter if you
14 kept the dog chained up. Doesn't matter if you had an
15 eight foot fence. Doesn't matter if you had an
16 electrified fence. If a dog gets out and bites
17 somebody, the owner is responsible.

18 The statute also says that if you're on your
19 property and you get bit by a dog, that the dog who is
20 in someone's care or keeping can also be held
21 responsible for that. And that's what these arguments
22 are today to you about Mr. Jeffords. They're going to
23 try to convince you that somehow this dog was in his
24 care or keeping because the person who rented his
25 property, who is the daughter of his friend, and person

1 who did work for him for money since 2008 or so should
2 somehow be responsible for the daughter's dog.

3 You'll hear that her ex-husband bought her the dog
4 when it was a puppy. That when she moved into this
5 property, she was going through a separation with her
6 husband, she needed a place to stay. Mr. Jeffords had
7 rented this house before to Mr. Brooks's employee,
8 former employee, because he has this ongoing
9 relationship with Mr. Brooks, he didn't need a lease
10 agreement. It's a handshake deal. That's what he did.
11 She paid \$450 a month. Her dad was helping her out
12 because she knew Mr. Jeffords -- Mr. Brooks had the
13 deposit slips. You'll hear him testify that normally in
14 a rental situation he would give the person renting the
15 place the deposit slips for a bank account. They would
16 take the money to the bank. Cash or check and deposit
17 it right there. So he wouldn't have to collect money.
18 He's not in the big time business of renting property.
19 He has a couple of houses. He does it in his own name.
20 He doesn't have a business or a corporation.

21 You'll hear him testify that Mr. Brooks helps his
22 daughter. Came out there once a month to collect the
23 money. I don't anticipate you're going to hear anything
24 about him taking care of the dog.

25 We have had the opportunity in this case to talk to

1 everybody involved. We've exchanged information between
2 the attorneys. A trial is not supposed to be some kind
3 of surprise. Ms. Padgett who was the renter, who was
4 the owner of the dog, admitted she was the dog owner.
5 Admitted that Mr. Jeffords had nothing to do with taking
6 care of the dog. Didn't water it. Didn't walk it.
7 Didn't come by to check on it. Didn't make sure it was
8 hooked up, not hooked up. Didn't pay the vet bills.
9 Nothing.

10 She's also going to testify that the dog had a
11 doghouse and she kept the dog outside because she had a
12 small baby at the time and this was a fairly large dog.
13 The doghouse had a run attached to it. And the sole
14 reason why this dog got off the property and bit the
15 plaintiff next door was because she didn't keep the dog
16 on the runner. That's why this incident happened.

17 And so at the end of this case, we believe when the
18 judge tells you what the law is, and you look at the
19 facts that are presented to you, you're going to find
20 that this dog was not in the care keeping at any point
21 in time during the year or so that she lived in this
22 property before this bite occurred. And we will be
23 asking you to render a verdict for Mr. Jeffords.

24 Thank you for your time.

25 THE COURT: Thank you, Mr. Wlodarczyk.

1 Ms. Williams, are you prepared to call the first
2 witness? Or Mr. Williams?

3 MR. WILLIAMS: Your Honor, at this time, the
4 Plaintiff calls Gregg Brooks. I think he may be in the
5 hall.

6 GREGG BROOKS,
7 being first duly sworn, was examined and testified as
8 follows:

9 THE CLERK: You may be seated. And, please, state
10 your full name for the Court.

11 MR. BROOKS: Gregg Edwin Brooks.

12 DIRECT EXAMINATION BY MR. WILLIAMS:

13 Q Mr. Brooks, seated here on the second row over
14 here, who is that in relation to you?

15 A Payten Brooks. Well, Payten Padgett.

16 Q Is that your daughter?

17 A Yes.

18 Q And seated here at the table wearing the glasses,
19 who is that?

20 A Joe Jeffords.

21 Q All right. And did you connect your daughter with
22 the Defendant to rent this property?

23 A Yes.

24 Q Okay. And this is a property on Gospel Hill Court;
25 correct?

1 A Yes.

2 Q And she -- your daughter was living there on
3 December 1, 2014?

4 A I don't remember dates. But, I recon. Yeah.

5 Q Okay. And you knew that her pit bull moved into
6 that property with her at the time she moved there;
7 correct?

8 A Yes.

9 Q Okay. And her pit bull lived from day one until
10 she left that property?

11 A I don't remember. I -- are you asking if it's
12 still alive?

13 Q When she left this home on Gospel Hill Court, was
14 the pit bull still living with her?

15 A I don't remember. But I guess it was, yeah.

16 Q Okay. And you provided a doghouse for this pit
17 bull?

18 A I don't remember. I mean, if she asked me to give
19 her one and I had one, I would have gave it to her.

20 Q All right. Did you do -- did you put up a runner
21 for this dog at this property?

22 A I don't remember doing that.

23 Q You often monitor or maintain property for
24 Mr. Jeffords, did you not?

25 A Yes.

1 Q Okay. And it was your understanding that those
2 were things you were supposed to do at his direction?

3 A No, I didn't. I don't know that...

4 Q You didn't just do it for him without him asking
5 you to do that, did you?

6 A If I done all that, that would have been for
7 Payten, not for Joe.

8 Q Okay. Maintaining his property, you had other
9 tenants that you got other than your daughter that you
10 put in this property too as well; is that correct?

11 A Yes, sir.

12 Q You had bank deposit slips for Mr. Jeffords for his
13 tenants to give you money to deposit for him; correct?

14 A Well, the first two tenants I believe he gave them
15 the deposit slips and they deposited it, I believe.
16 But, Payten, yes. She would give me the money and I
17 would deposit it.

18 Q Other than Payten, you did maintenance on other
19 houses that is he owns; correct?

20 A Yes.

21 Q Okay. And you were even a signatory on his bank
22 account; is that right?

23 A Yes.

24 Q Meaning you could write checks out, giving people
25 his money?

1 A Well, not just -- it's for me to use for materials.
2 Not to just give money.

3 Q Sure. But as far as the bank was concerned, if you
4 wrote a check to David Williams and said this is for
5 building materials, they were not going to reject that,
6 are they?

7 A No.

8 Q Okay. You have the ability to sign basically his
9 name or your name to give money to people; correct?

10 A Yes.

11 Q Okay. And you understand my client, Ms. Stroman,
12 was bit by this pit bull; correct?

13 A Yes.

14 Q Okay. And do you -- can you agree that this pit
15 bull continued to live on this property after the dog
16 bite?

17 A I reckon it did. I don't remember. You know.

18 Q Okay. Were you -- and I don't want to really get
19 -- we'll broach this later, and I don't want to get into
20 details, I think the judge has asked us to kind of tread
21 lightly on this subject, so I'm not asking what you
22 built. But after this bite, you actually built things
23 on this property as it relates to this dog?

24 A We put a fence up so that people wouldn't walk
25 through the property anymore, yes.

1 Q Okay. And that was a fully enclosed fence and you
2 were paid to do that; correct?

3 A Yes.

4 Q Who paid you to do that?

5 A Joe.

6 Q Okay. And that's Mr. Jeffords seated here in front
7 of you with the glasses?

8 A Yes, sir.

9 Q And you had the ability to do things that you were
10 paid to do, he also had the ability to do things on his
11 own, did he not?

12 A It was his property, yeah.

13 Q Okay. If Mr. Jeffords wanted the dog off the
14 property, he could have had that done himself or through
15 you, couldn't he?

16 A Yes.

17 Q If he had told you I don't want this dog on my
18 property, you would have instructed your daughter to
19 remove the dog from the property; correct?

20 A Yes.

21 Q You would have taken up the doghouse; correct?

22 A Yes.

23 Q You would have taken up the runner; correct?

24 A Yes.

25 Q Okay.

1 A If he told me to, yeah.

2 Q And he never told you that; correct?

3 A No.

4 Q Nothing further.

5 THE COURT: Anything on cross examination?

6 MR. WLODARCZYK: May it please.

7 THE COURT: Yes, sir.

8 CROSS EXAMINATION BY MR. WLODARCZYK:

9 Q Mr. Brooks, my name is Damon. I represent
10 Mr. Jeffords in this case. You and Mr. Jeffords have
11 been friends and had a business relationship for some
12 time now; is that correct?

13 A Yes, sir.

14 Q Okay. About how many years off the top of your
15 head?

16 A Ten plus.

17 Q Okay. Is it true that he's hired you to do work
18 not only for his rental property, but also for his own
19 house?

20 A Yes.

21 Q And you own your own business; correct?

22 A Yes.

23 Q Okay. So when you did work on one of his
24 properties including the Gospel Hill property, he would
25 tell you what work needed to be done or generally

1 speaking what he wanted done?

2 A Yes.

3 Q So, for example, if he needed a floor put down in a
4 property, he'd tell you I'd like a floor put down, I'd
5 like to maybe spend this much money and then you'd
6 figure out everything else as the builder; correct?

7 A Generally speaking, yeah.

8 Q Okay. Now, whose dog was it that bit the
9 Plaintiff?

10 A Payten's.

11 Q Payten. It wasn't your dog?

12 A It wasn't my dog.

13 Q Okay. Were you taking care of the dog in December
14 of 2014?

15 A No.

16 Q Were you providing any medical care? Veterinary
17 cost? Food? Water for the dog in December of 2014?

18 A I don't believe so.

19 Q Did you buy her the dog?

20 A No.

21 Q All right. Had you been over doing any work on
22 December 1, 2014 when this bite occurred for Mr. Padgett
23 (verbatim)?

24 A I don't believe so.

25 Q Would you agree that if you went over to the Gospel

1 Hill property on behalf of Mr. Jeffords, he was paying
2 you to do something?

3 A Unless I was going to visit Payten.

4 Q And that wouldn't be in your relationship with
5 Mr. Jeffords as performing work?

6 A No.

7 Q That would be you as being a dad?

8 A Yeah.

9 Q It's my understanding you went over the property
10 about once a month to get the money from her to put into
11 the account, does that sound about right?

12 A Yeah, probably. I mean, I don't know.

13 Q Maybe not every month, maybe sometimes more than a
14 month -- I mean, more than once a month to visit her?

15 A Well, no. I mean, I can't tell you how much I
16 visited her.

17 Q It was a long time ago?

18 A Yeah.

19 Q Did Mr. Jeffords ever pay you to go over and take
20 care of the dog?

21 A No.

22 Q Did you and Mr. Jeffords have any conversations
23 about Payten's dog at any point in time before the bite
24 occurred?

25 A I don't remember.

1 Q Okay. And you don't have any personal knowledge
2 about how this dog bite happened or why it happened, do
3 you?

4 A No.

5 Q Thank you, sir. I don't have any further
6 questions.

7 THE COURT: Anything on redistrict?

8 MR. WILLIAMS: Very briefly, Your Honor.

9 REDIRECT EXAMINATION BY MR. WILLIAMS:

10 Q But you don't remember how the doghouse got there?

11 A Not really, no. No. No, I don't.

12 Q Or the runner?

13 A No.

14 Q Or who paid for those items to be installed on that
15 property?

16 A I don't remember putting them -- putting the runner
17 up. It seems like I do remember her asking me if I had
18 a doghouse and I might have sent one of the guys over
19 there with it. But I don't remember taking it over
20 there. If I had it, you know. I mean, I've got plenty
21 of dogs myself, so...

22 Q This doghouse and this runner is in plain view if
23 you drive right by the front of this house; correct?

24 A I believe it was.

25 Q Okay. And so the jury can understand, in addition

1 to having the ability to put money in the bank for
2 Mr. Jeffords and the ability to write money out of the
3 bank for Mr. Jeffords, you also had keys to these
4 properties; correct?

5 A Yes.

6 Q Okay.

7 MR. WILLIAMS: Nothing further.

8 THE COURT: Anything on recross?

9 MR. WLODARCZYK: Nothing, Your Honor.

10 THE COURT: You may step down. Thank you,
11 Mr. Brooks. Good seeing you.

12 MR. BROOKS: I can go?

13 THE COURT: Yes, sir. You can go. Is that correct,
14 gentleman? Any problems with him being excused?

15 MR. WLODARCZYK: None, Your Honor.

16 THE COURT: Any problems with Mr. Brooks being
17 excused?

18 MR. WILLIAMS: None, Your Honor.

19 THE COURT: Okay. Thank you, sir.

20 (Mr. Brooks left the courtroom)

21 MS. WILLIAMS: Your Honor, the Plaintiff would call
22 Payten Padgett to the stand.

23 PAYTEN PADGETT,
24 being first duly sworn, was examined and testified as
25 follows:

1 THE CLERK: You may be seated. Please state your
2 full name for the Court.

3 MS. PADGETT: Payten Rochelle Padgett.

4 THE COURT: Ms. Williams, she's your witness.

5 MS. WILLIAMS: Thank you, Your Honor.

6 DIRECT EXAMINATION BY MS. WILLIAMS:

7 Q Ms. Padgett, you lived at Gospel Hill Court in
8 Orangeburg; is that right?

9 A Yes, ma'am.

10 Q And you started living there, was it 2012? 2013?

11 A Towards the end of 2012 or first of 2013.

12 Q Do you recall moving out of, I think, January of
13 2016?

14 A Yes.

15 Q So you were living there at the time of this dog
16 bite on December 1, 2014?

17 A Yes.

18 Q When you first moved into the property, did you
19 have that pit bull with you?

20 A Yes.

21 Q And was it a male or female?

22 A Male -- oh, she's a female.

23 Q Did your father help you get this home to rent?

24 A Yes.

25 Q And it's your understanding that Mr. Jeffords owned

1 that home; is that correct?

2 A Yes.

3 Q And you paid him 400, \$450 a month to live there;
4 is that right?

5 A Yes.

6 Q And it was your typical pattern to give your dad
7 the money, he would give that to Mr. Jeffords; correct?

8 A Yes.

9 Q And you understand that there was no lease
10 agreement?

11 A Yes.

12 Q And you went through your dad for everything you
13 needed at this property; is that right?

14 A Yes, ma'am.

15 Q If you had any problems with the property you went
16 to your dad; is that right?

17 A Yes.

18 Q And I believe there was an issue with the washer
19 and dryer; is that correct at one time?

20 A The washing machine was leaking and had messed up
21 the floor a little bit in the laundry room.

22 Q And you went to your dad for that problem; correct?

23 A Yes.

24 Q And you believe that your dad had the authority to
25 account on behalf of Mr. Jeffords; is that right?

1 A Yes, ma'am.

2 Q And you relied on your dad to relay information to
3 Mr. Jeffords; is that right?

4 A Yes.

5 Q Now, I believe you recall Mr. Jeffords came to the
6 property, the Gospel Hill Court property, once or twice
7 while you were living there; is that right?

8 A Yes, ma'am.

9 Q And the dog was mostly an outside dog; is that
10 right?

11 A Yes.

12 Q And there was a doghouse in the backyard?

13 A Yes.

14 Q And your dad gave you that doghouse; is that right?

15 A Yes, ma'am.

16 Q There was also a runner in the backyard?

17 A Yes.

18 Q And a runner is -- can you tell the jury what that
19 was?

20 A We had it from the tree right beside the doghouse
21 to the other tree for her to go back and forth in the
22 backyard on.

23 Q So the dog was typically outside; correct?

24 A Yes.

25 Q The doghouse was in plain view; correct?

1 A Yes.

2 Q And the runner was in plain view; is that right?

3 A Yes, ma'am.

4 Q And the doghouse that your dad give you was for
5 that pit bull; correct?

6 A Yes, ma'am.

7 Q Did your dad or Mr. Jeffords ever share with you
8 any concerns about the pit bull at the house?

9 A No, ma'am.

10 Q You were never told to remove the dog; correct?

11 A No.

12 Q If someone drove up to the house, was there a
13 chance that the dog would have been outside running
14 free?

15 A Yes.

16 Q And that was pretty typical?

17 A Yes.

18 Q The entire time you lived there; is that right?

19 A Yes, ma'am.

20 Q Now, this house was on Gospel Hill Court Road;
21 right?

22 A Yes.

23 Q And Ms. Stroman, her property backed up to your
24 property; correct?

25 A Yes.

1 Q And there was no divider between your property and
2 her property; correct?

3 A There was a slight treeline. A little treeline,
4 but that's it.

5 Q No other barrier?

6 A No.

7 Q If you would, we're going to throw up a picture
8 here if you can take a look at this. This is
9 Plaintiff's 1 which has already been admitted.

10 Is this the property, the home you were living in
11 on Gospel Hill Court?

12 A Yes.

13 MR. WILLIAMS: I'm going to hand you these so you
14 don't have to break your neck looking at that. She's
15 just going to refer these as 1 through 5.

16 THE COURT: Mr. Wlodarczyk, can you see this? Or do
17 you need to move?

18 MR. WLODARCZYK: We have stipulated to these.

19 THE COURT: Okay. All these pictures have already
20 been stipulated into evidence?

21 MR. WLODARCZYK: One through 1.9(A), yes, sir, Your
22 Honor.

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

24 Q If you could turn to 2.1.1, do you see that one?
25 It's up on the screen here. Is this the treeline you're

1 talking about? That was at the back of your property.

2 A That's the back of the property. But the one of
3 the visible house there was the house towards the right.
4 I think her house was more towards the left side.

5 Q Okay. Well, you were talking about a treeline --

6 A Yes, that's the treeline. Yes.

7 Q Okay. So it's kind of a thin treeline?

8 A Yeah.

9 Q And it's your understanding that the back of this
10 property connected with Ms. Stroman's property; is that
11 right?

12 A Yes, ma'am.

13 Q Now, you were not at the house when the incident
14 occurred; correct?

15 A No.

16 Q Do you deny that your pit bull bit Ms. Stroman?

17 A No.

18 Q And do you recall your dad just testified about a
19 fence that was put up. Do you recall that?

20 A Yes.

21 Q And that was done by your father; is that right?

22 A Yes.

23 Q And he did that because Mr. Jeffords told him to do
24 that; is that right?

25 A Yes.

1 MS. WILLIAMS: No further questions --

2 Q Well, now your father also testified that the
3 reason the fence was put up is because people were
4 crossing into the property?

5 A That's one of the reasons.

6 Q Is it your understanding that people in the
7 neighborhood would actually cross through that yard
8 somewhat regularly?

9 A Yes.

10 Q To go get their kids from the bus stop or whatever
11 it might be?

12 A Yeah. I'm not sure why, but, yes, ma'am.

13 MS. WILLIAMS: No further questions.

14 THE COURT: Any questions of this witness?

15 MR. WŁODARCZYK: May it please, Your Honor.

16 THE COURT: Yes, sir.

17 CROSS EXAMINATION BY MR. WŁODARCZYK:

18 Q Ms. Padgett, you and I have had the chance to speak
19 before; correct?

20 A Yes.

21 Q I'm going to ask you similar questions about it.
22 Shouldn't take too long.

23 When you first moved in the property, the utility
24 bill, the water bill was in Mr. Jeffords's name;
25 correct?

1 A It was.

2 Q And then you had it switched over, but you had it
3 switched over to your dad's name so you didn't have to
4 pay a deposit for it?

5 A I did.

6 Q Okay. Now, you hadn't had any problems -- you
7 hadn't had any notifications from animal control or any
8 neighbors or anyone else about your dog prior to this
9 bite; is that accurate?

10 A No.

11 Q No, it's not accurate? Or is it correct?

12 A No, that's accurate.

13 Q I'm sorry. I phrase that incorrectly all the time,
14 so I may do it multiple times.

15 Now, I believe you previously told me that this was
16 your dog?

17 A Yes.

18 Q That your ex-husband bought you the dog when it was
19 a puppy?

20 A Yes.

21 Q That you and your kids moved into the property when
22 you were going through a separation issue with your
23 husband?

24 A Yes.

25 Q You needed a place to stay outside of where your

1 husband was living; correct?

2 A Yes.

3 Q It was an 800 square foot house?

4 A Yes.

5 Q And you were moving from a larger house that was in
6 Bamberg County?

7 A Right.

8 Q Okay. And that's where your husband at the time
9 was living?

10 A Right.

11 Q And that was a 2,000 square foot house?

12 A 2300, yes.

13 Q 2300. And you also had a small, what was it, a
14 year old child at the time you moved?

15 A At the time, yes.

16 Q All right. And so at that point in time, you
17 started keeping the dog outside because it was a smaller
18 house and you had the small child that was inside and
19 your dog was just a large dog; correct?

20 A Yes.

21 Q Okay. Now, you testified that your dad had or
22 brought over the doghouse?

23 A Yes.

24 Q So it wasn't there before you rented the property?

25 A No.

1 Q All right. Was that a doghouse that he had
2 personally that he let you use or was that something
3 that he went out and bought?

4 A I think he had it personally.

5 Q Because he has dogs himself?

6 A Uh-huh.

7 Q And you also had the runner put up?

8 A I don't remember if he did it or if we did it.
9 But, yeah, there was a runner put up.

10 Q Okay. So it wasn't there when you rented the
11 house?

12 A No.

13 Q And the purpose was you needed to keep the dog
14 outside?

15 A Yes.

16 Q All right. Mr. Jeffords didn't take care of your
17 dog?

18 A No.

19 Q He didn't provide water? Didn't come over to walk
20 the dog?

21 A No.

22 Q Didn't pay for any vet bills?

23 A No.

24 Q Didn't pay for food?

25 A No.

1 Q And at this time in December of 2014, were you the
2 one that was responsible for the dog?

3 A Yes.

4 Q Okay. So it wasn't your dad's dog either, it was
5 your dog?

6 A Right.

7 Q And your dad wasn't responsible for making sure the
8 dog got watered or got fed or paid the vet bills?

9 A No.

10 Q Okay. Because this was in 2014, I mean, you were
11 working, you had kids, you were going through a
12 separation, you're a grown person; correct?

13 A Yes.

14 Q Okay. Now, did you ever have any complaints from
15 the water company about people trying to read the water
16 meters or the gas company about people coming out to
17 read the gas meter?

18 A Not that I recall.

19 Q Okay. And during that period of time, the dog
20 would have been outside because it was predominantly
21 kept outside; correct?

22 A Yes.

23 Q Do you remember having any conversations in the two
24 times that you met Mr. Jeffords about your dog?

25 A No.

1 Q It's my understanding you were from sometime in
2 2011 to sometime in 2016 and you only saw Mr. Jeffords
3 twice?

4 A It was 2013 to then. But, yeah, maybe once or
5 twice.

6 Q Okay. Did Mr. Jeffords ever tell you what you
7 could or could not do with the rental house while you
8 were renting it?

9 A No.

10 Q Did he ever come over to do, you know, knock on the
11 door and say, hey, I want to do an inspection or
12 walkthrough the house or do anything like that while you
13 were there?

14 A No.

15 Q Did he just basically kind of leave you alone?

16 A Yes.

17 Q And did you go to your dad and ask him that, did
18 you know someone who might have a place I can rent? Or
19 did he come to you with that kind of information?

20 A I asked him.

21 Q So he wasn't out there telling you, hey, I'm
22 renting property from Mr. Jeffords and why don't you be
23 a tenant?

24 A No.

25 Q Now, your dog wasn't current on his rabies

1 vaccinations; is that correct, when this bite happened?

2 A No, she wasn't. She was behind.

3 Q Okay. And she had puppies at this point in time?

4 A She did.

5 Q She was nursing back in the doghouse area?

6 A Yes.

7 Q Okay. Now, after the bite, the dog was taken by
8 animal control?

9 A Right.

10 Q All right. Was the dog returned to you?

11 A She was. They were supposed to keep her seven to
12 ten days, but they returned her within a day or two.

13 Q Okay. Do you know if Mr. Jeffords had any
14 information, knowledge that the dog was even around when
15 you lived there before this bite obviously?

16 A I'm not sure.

17 Q Okay. Thank you, ma'am.

18 MR. WLODARCZYK: I don't have any further questions.

19 THE COURT: Anything on redirect?

20 MS. WILLIAMS: Just a few, Your Honor.

21 REDIRECT EXAMINATION BY MS. WILLIAMS:

22 Q Ms. Padgett, I believe you stated, correct me if
23 I'm wrong, that if you had any problems on the property,
24 you went to your dad; is that correct?

25 A Yes.

1 Q And that your dad was responsible for maintaining
2 and monitoring the Gospel Hill Court property for
3 Mr. Jeffords; correct?

4 A Yes.

5 Q And then your dad knew that you had the pit bull?

6 A Yes.

7 Q Running at large?

8 A Yes.

9 Q And your dad gave you the doghouse?

10 A Yes.

11 MS. WILLIAMS: No further questions.

12 THE COURT: Anything on recross?

13 MR. WLODARCZYK: No recross, Your Honor.

14 THE COURT: You may step down. Thank you, ma'am.

15 Is the Plaintiff ready to call its next witness?

16 MR. WILLIAMS: Your Honor, at this time we'd call
17 the Defendant, Samuel Jeffords.

18 SAMUEL JEFFORDS,
19 being first duly sworn, was examined and testified as
20 follows:

21 THE CLERK: You may be seated. Please state your
22 full name for the Court.

23 MR. JEFFORDS: Samuel Joseph Jeffords.

24 THE COURT: Thank you, sir. You just need to speak
25 up. Okay?

1 MR. JEFFORDS: I can't hear out of this ear. So I'm
2 going to be turning toward you if you ask me a question
3 or toward whoever is in the audience asking the
4 questions.

5 THE COURT: Well, I'm probably not going to ask you
6 any questions.

7 MR. JEFFORDS: Well, whatever. (Laughter) I may
8 not hear you if you make a comment.

9 THE COURT: All right. Go ahead, Mr. Williams.

10 DIRECT EXAMINATION BY MR. WILLIAMS:

11 Q Mr. Jeffords, you've lived all over the world in
12 your life; is that what I understand?

13 A Yes, that's correct.

14 Q And at some point you've come back to Orangeburg;
15 is that my understanding?

16 A I did.

17 Q Okay. Tell the jury about the various properties
18 you own.

19 A I own my home I live in, in -- on Huntington Drive.
20 I own the house that I inherited with my brother and
21 bought him out of on Pinehill Road. I own the 375
22 Gospel Hill Court. And I own two properties jointly
23 with a Ms. Vaughn. And those are both rental
24 properties. In fact, all but the Huntington Drive are
25 rental properties. I also own a house in Jacksonville,

1 Florida. And I own a house in Old Orchard Beach, Maine.

2 Q Okay. And for tax purposes you claim Florida as
3 your primary residence; is that what I understand?

4 A I do not. I only claimed it while I was overseas
5 and while I was in Colorado going to gunsmith school.
6 When I moved back here, I moved to South Carolina and I
7 opened my business in Columbia. And I've been a
8 resident of South Carolina since then.

9 Q All right. And I want to get into what you do for
10 a living and all that so the jury can get to know you,
11 but the property in Florida, the property in Maine, are
12 those rental properties?

13 A No.

14 Q Do you rent them at all?

15 A No.

16 Q Okay. So those are just secondary and third homes?

17 A The Maine property I obtained when I lived in Saudi
18 Arabia and so it was my residence. When I came back to
19 the states on an interim basis, it was where my family
20 would stay during the summer. Because at 125 degrees in
21 the daytime, you don't want to be in Saudi Arabia. So
22 they would come back there.

23 The property in Florida became my residence for
24 several years. And I don't remember exactly, but if you
25 want me to, I can try to go back and pull that out.

1 Q Now for a living you own a gunsmith shop; is that
2 what I understand?

3 A No, I lease the shop. I have the -- I am the owner
4 of the business. And so all my tools and equipment are
5 in that shop and it is located in Columbia.

6 Q All right. And so I can understand that response a
7 little better, are you still full-time employed as a
8 gunsmith or -- running a gunsmith and company, is that
9 what you do?

10 A I'm a gunsmith, so I work in that shop.

11 Q And do y'all build guns to sell or repair guns?

12 A No. Maintenance only. Maintenance.

13 Q Do you still travel a good bit?

14 A No.

15 Q Okay. And you -- but you're here -- so you're here
16 in Orangeburg or in Columbia pretty much every day?

17 A Yes.

18 Q Okay. And this rental -- these rental properties,
19 the two rentals in Cordova and the Pinehill Road and
20 this property we're dealing with, the subject of this
21 incident, Gregg Brooks oversaw those properties for you;
22 correct?

23 A That's not entirely correct. Gregg, if there was
24 -- were things that needed to be done on the property,
25 then Gregg was the person that I would go to to have

1 that done. He may or may not have been involved with
2 actually determining what needed to be done. There were
3 three of the renters had a relationship with Gregg. Two
4 of them were his employee and then Payten was his
5 daughter. And while I was overseas or while I was in
6 Colorado, he would contact me if something needed to be
7 done and we would get it done. If it was an emergency,
8 he certainly had the ability to go ahead and correct
9 whatever needed to be done.

10 Q Okay. So at the time of this incident, you were
11 handling the maintenance and supervision of these homes?

12 A Let's see, you'll have to remind me, what the date
13 is?

14 Q 2013 to 2014.

15 A I was here at that point in time. Gregg, again,
16 would have contacted me to tell me what needed to be
17 done. He's the one that informed me about the incident
18 that I believe Payten referred to where there was water
19 damage to the floor.

20 Q So the jury can understand, you would rely on Gregg
21 though to get information, to be your information
22 gatherer?

23 A In some cases. Not currently because he has no
24 relationship with the people that are currently in 375.
25 So they contact me directly and then I will have Gregg

1 do it or I will go do the work myself.

2 Q Understood. And do you remember giving your
3 deposition in this case?

4 A I do.

5 Q Okay. Do you remember initially your response was,
6 you handle all maintenance yourself? You oversee it
7 all? Make sure whatever needs to get done, gets done?
8 But then later changed and said, actually, Gregg Brooks
9 does the maintenance and handles that?

10 A He doesn't -- well, the only place that he has done
11 that would be 375.

12 Q Okay. He's got keys to all your properties; is
13 that correct?

14 A No.

15 Q Did you hear him earlier --

16 A He has a key to 375 Gospel Hill.

17 Q Did you hear him testify earlier that he's got keys
18 to all your properties?

19 A That's not correct. He doesn't have a key to my
20 home. Doesn't have a key to 337. Doesn't have a key to
21 the Cordova properties. Nor Maine. Nor Florida.

22 Q Gregg Brooks has served as your agent over the
23 years, hasn't he?

24 A I don't even know what that means. He has not -- I
25 don't know what that means. There's no formal

1 relationship. If you would let me, I will correct a
2 little bit of the earlier testimony. If you're willing
3 to let me do that.

4 Q Well, let me ask you some questions and you just
5 try to save some time. I don't know what -- your
6 attorney I'm sure is going to ask you a very open ended
7 question now. I certainly don't want to deprive you of
8 that.

9 A That's fine.

10 Q But let's start talking about this agency. Let's
11 get into this a little bit more.

12 He had the ability to put money in your bank
13 account; right?

14 A He had the ability -- he did. He and other people
15 that I -- in fact, he has a loan from me and he had
16 deposit slips as well for depositing the money when he
17 was paying back that loan. He does not have access,
18 there is only -- he does not have signatory authority
19 over that account. There's a separate account that he
20 and I both have signatory authority over. But he does
21 not have deposit slips for that other -- for -- he
22 doesn't have checking authority for the account where he
23 was depositing money to repay his loan or repay for
24 Payten or repay for the people that worked for him.

25 Q So let's get a little further into that.

1 A All right.

2 Q So he's got deposit slips with your routing
3 numbers, your account number for one of your accounts
4 that you're saying he does not have signatory authority,
5 but then there's another account that you were co-owners
6 of that's he's got signatory authority?

7 A Yes. He had signatory authority and he would from
8 time to time deposit money in that or he would write
9 checks on that.

10 Q Okay. But you co-own that account?

11 A We co-own that account.

12 Q Okay. And that's the account that y'all utilize to
13 make modifications to these properties, these rental
14 properties?

15 A For tax purposes I pay him out of the account he
16 does not have signatory authority over. The one that he
17 would deposit money in.

18 Q Okay. I'm going to ask you this, the account that
19 you co-own is what y'all use to make edits to properties
20 like the one the Plaintiff lived in at the time of this
21 incident?

22 A No.

23 Q Okay. When he testified --

24 A That was -- that original account was set up when
25 things were a little different and housing was selling

1 and so we set that account up such that Gregg and I
2 could obtain and he would maintain properties jointly.
3 And then we were going to do some business. We never
4 did that. I left the account there. He still had
5 signatory authority over that account. But deposit
6 slips are with about four other people today that are
7 renters or I have loans to. That's the account that he
8 would deposit the money into.

9 Q The two of you were going to flip houses together,
10 is that what y'all were doing?

11 A We never did. We were set up to begin to do that,
12 but when the housing market went south about 2008, we
13 quit. I didn't buy anymore houses. And we never did
14 buy one together.

15 Q And whenever you first started having him put
16 renters in your house, that was the workers that would
17 actually do the work to the houses?

18 A Well, he came to me. I didn't have him put renters
19 in the house.

20 Q He would bring renters to you?

21 A He came with those people and said, look, they'd
22 like to rent the house. And that was fine with me. He
23 knew who it was. I didn't have to worry about the
24 individual. And that was true with the first three.

25 Q But these were people that worked that would have

1 been doing the work that you're, I guess, partnership
2 and redoing houses would pay for; correct?

3 A No. No. That's incorrect.

4 Q Okay.

5 A We never did have a written formal partnership and
6 we never did anything that was joint on any of the
7 houses. So if he would have done work or used these
8 individuals, I would have paid him for that.

9 Q How many people do you have joint checking accounts
10 with?

11 A Two.

12 Q Who else would you have a joint checking account
13 with?

14 A Ms. Vaughn that I have the two other properties
15 that we own together and Gregg.

16 Q Okay. So only partners of yours are who you have
17 joint accounts with?

18 A How do you define partner?

19 Q Well, I'm asking, how do you define partner? How
20 about that?

21 A These are informal relationships.

22 Q Okay. Just like the same relationship with the
23 young woman seated on the front row who lived in this
24 house; right?

25 A Yes, Ms. Padgett. Yes.

1 Q Okay. And informal meaning there's no written
2 documents to spell out who's responsible for what;
3 right?

4 A That's correct.

5 Q But -- and I'm not trying to get too in-depth, but
6 you're a man of significant financial means; correct?

7 A I don't know.

8 Q You remember your deposition where you talked about
9 how much money you save in taxes by just claiming
10 Florida as your residence?

11 A That was one year.

12 Q Okay. That's a lot of money though; right?

13 A That was a lot of money in one year.

14 Q Okay. But either way, you would agree you're a man
15 of significant financial means compared to say
16 Mr. Brooks?

17 A Mr. Brooks? I don't know that. I have no idea.
18 He and I have never discussed his -- how much money he
19 has or anything like that. And he doesn't know how much
20 I have and I haven't discussed that with him. And I
21 don't in general discuss that with people.

22 Q Okay. But either way, Mr. Brooks handled
23 collecting rent. He handled doing the repair work; is
24 that right?

25 A He would coordinate doing repair work or do it with

1 his people.

2 Q If you had any issues to address with Ms. Padgett,
3 you'd go through Mr. Brooks; right?

4 A Ms. Padgett never contacted me or I would have
5 talked to her or I probably would have talked to Gregg.

6 Q Do you deny ever going to Gospel Hill while
7 Ms. Padgett lived there?

8 A I do not recollect ever meeting Ms. Padgett but
9 twice. One time was more than likely at Gregg's house,
10 his home. And then it was at 337 when Ms. Padgett was
11 looking to move out and she wanted to talk to me about
12 renting 337. Because it's about twice the size of 375.
13 And I believe she had someone that was another
14 individual that was going to live there as well.
15 Ms. Padgett never followed through on that because she
16 decided that wasn't something she wanted to do.

17 Q Okay. So you're telling the jury that this house
18 that she says you came by twice, you never saw that dog
19 running at large?

20 A I never came by that house while Ms. Padgett was
21 there as best I know.

22 Q You heard her talking about --

23 A Because I would have stopped. Well, I heard her
24 say that, but that's incorrect.

25 Q Okay. So you don't ever recall seeing the doghouse

1 in the yard?

2 A No.

3 Q You don't ever recall --

4 A No, or a dog run. Initially when I bought the
5 house, on the back left hand corner if you're facing the
6 house there was a chain link fence. It didn't extend
7 over the whole property. So I assumed it was for an
8 animal. It was stolen very quickly after I bought the
9 property. And there were no houses or dog runs there
10 that I knew of.

11 Q When you caught wind that other things -- when the
12 house was broken into that time, you immediately put an
13 ADT system in; correct?

14 A That was a different time.

15 Q Okay. But when that happened, immediately you put
16 in ADT; correct?

17 A Yes. And look, I bought three houses right there
18 together, I'm not sure which house it was that was
19 broken into. It could have been the one that was right
20 next door. But after that, whenever I bought a house, I
21 put an ADT system in that house. That's correct.

22 Q And you then deferred that cost to your tenant
23 Ms. Padgett; correct?

24 A My approach on that is that I pay for ADT, the
25 renter pays for the utilities. The reason I pay for the

1 ADT is I want to make sure that it stays in effect and
2 that somebody doesn't try to save money by doing away
3 with that. Because I want that property protected. And
4 that's the approach that I use on all of the different
5 houses.

6 Q I'm going to show you what's been marked as
7 Plaintiff's Exhibit 5.

8 A Okay.

9 Q And I guess I'm going -- after you show me, I'm
10 going to show the jury, might be a littler easier. Do
11 -- can you identify which house -- which properties are
12 yours on this document?

13 A I can identify which ones I owned. This one at one
14 point --

15 Q Why don't we do this --

16 A -- I owned this one and this one.

17 MR. WILLIAMS: Do you mind me just having him circle
18 or put marks on each one of those?

19 THE COURT: I don't mind.

20 Q Does that suit you?

21 A I believe this is 375.

22 Q Okay. Just circle any properties you own in that
23 area.

24 A I own that one. I used to own this one. And I
25 used to own -- well, there's a house. I used to own

1 that one, I believe.

2 Q Okay.

3 A I think that's it. I never have looked at this
4 before, so I'm not sure I'm doing it correctly.

5 Q Sure. Do you know when you sold these other
6 houses?

7 A No, I do not.

8 Q At the time of this incident how many of these
9 houses did you own?

10 A At the time, I believe I only owned 375 at that
11 point in time.

12 Q Okay. And so I'm pointing to the jury what you've
13 marked, but basically this area here is what you owned;
14 is that accurate?

15 A I had three houses, yes. One across the street and
16 one next door.

17 Q And you heard earlier Ms. Padgett talk about how it
18 was well-known that people would cross through these
19 yards, specifically your yard here where this incident
20 happened to access the bus stop?

21 A I heard her say that.

22 Q And you heard Mr. Brooks say that one of the
23 reasons you chose to put a fence up was to keep people
24 off the property at that point; is that accurate?

25 A That was -- yes.

1 Q So you knew that your property was being used by
2 this community as a walkway to the bus stop?

3 A I did not. Until -- until the suggestion to put a
4 fence up was brought to my attention.

5 Q You never --

6 A I never did know. Let me -- I never did know where
7 the dog bite occurred. Okay. So I didn't know whether
8 she was on the property or if she was out front or where
9 she was. I'm still not sure where it happened exactly.

10 Q Yes, sir.

11 A But I knew there was a pit bull there at the point
12 in time that you called me. Because you told me about
13 it. And it was the decision to put that fence up was
14 probably a combination to keep people out of the yard
15 because I wasn't sure where the dog bite had occurred.

16 Q Okay. You did not tell Ms. Padgett she could not
17 have a dog on this property, did you?

18 A I never did. We never discussed a dog on the
19 property.

20 Q Okay. And none of your tenants at this property
21 have you prohibited ownership of dogs at any of those
22 properties?

23 A I only was able to rent one of those houses. And
24 it was 375 was the one that I rented. My current
25 approach is that I have a lease agreement and the lease

1 agreement specifies no pit bulls, no Rottweilers.

2 Q Okay. Now you have that?

3 A Yes, I do.

4 Q And did you have that with any other leasees at the
5 time of this incident?

6 A No. I wasn't renting any houses other than that
7 one at that point.

8 Q Okay. And did you tell Mr. Brooks to remove the
9 pit bull from the property?

10 A No.

11 Q Even after this incident?

12 A No.

13 Q Okay. Did you tell Mr. Brooks to remove the
14 doghouse from the property?

15 A Didn't ever know the doghouse was there. So, no.

16 Q And, in fact, as we heard a little while ago from
17 both Mr. Brooks and Ms. Padgett, Mr. Brooks actually put
18 the doghouse on the property; is that accurate?

19 A I have no knowledge.

20 Q Okay.

21 A Other than I've heard what they said.

22 Q You had enough control over this property to have
23 ADT installed on this property; correct?

24 A Yes. ADT was installed immediately after I
25 purchased the property, I believe.

1 Q You had enough control to dictate the repair
2 necessities and who would repair the property from the
3 water damage from the washing machine, didn't you?

4 A Repeat that.

5 Q You had enough control over this property to
6 dictate who was responsible for the repairs related to
7 the washing machine, didn't you?

8 A Yes, I did.

9 Q Okay. And you had enough control over this
10 property to erect a fence upon learning about this bite?

11 A To have it erected.

12 Q I'm sorry.

13 A To have it erected. Not to erect it. I didn't do
14 it.

15 Q Okay. But you ordered Mr. Brooks and paid for it;
16 correct?

17 A I paid for it.

18 Q Okay. And you asked Mr. Brooks to do it; correct?

19 A Yes.

20 Q Okay.

21 MR. WILLIAMS: Nothing further. Thank you.

22 THE COURT: Anything on cross?

23 MR. WLODARCZYK: May it please, Your Honor.

24 THE COURT: Yes, sir.

25 CROSS EXAMINATION BY MR. WLODARCZYK:

1 Q Mr. Jeffords, did you ever pay Mr. Brooks to take
2 care of any of your tenants' dogs or wildlife or
3 animals?

4 A No.

5 Q Did you and Mr. Brooks have any conversations at
6 any point before this dog bite happened about Payten's
7 dog on the property?

8 A No.

9 Q Did you pay Mr. Brooks to fix the floor in the
10 rental property after the washing machine leaked?

11 A No.

12 Q And why was that?

13 A I don't remember if I told Gregg that it was his
14 responsibility or Payten's or not. But, anyway, that
15 was the way that it was decided.

16 Q Okay. So if he fixed the floor he did it without
17 compensation for you?

18 A Yes. That's correct.

19 Q Was there any kind of testimony that you've heard
20 today that you want to correct or clarify as you
21 indicated previously?

22 A We talked about the fact that there were two
23 separate accounts that Gregg was putting money into and
24 he had -- there was other one he had signatory authority
25 over. That was one clarification.

1 And the only other clarification was, I only met
2 Payten twice and that was never at Gospel Hill. It was
3 at Gregg's home and then 337. And so I think I've
4 clarified what I needed to that may have been different
5 than what I recollect.

6 Q Have you ever met the Plaintiff who's seated at the
7 end of the table?

8 A No, I never have until today as best I know.

9 Q Did you ever receive any calls or letters or any
10 type of notifications from any neighbor or animal
11 control or the county or utility service regarding a dog
12 on this -- Payten's dog on this property?

13 A No.

14 Q All right.

15 MR. WLODARCZYK: I have no further questions, Your
16 Honor.

17 THE COURT: Anything on redirect?

18 MR. WILLIAMS: Nothing further, Your Honor.

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

20 MR. WILLIAMS: And, Your Honor, earlier we didn't
21 ask for the witness previously to be excused. If
22 there's no objection we don't -- Ms. Padgett.

23 THE COURT: You may be excused. All right. Are you
24 ready to call your next witness or do y'all want to take
25 a break first?

1 MS. WILLIAMS: That's up to you.

2 THE COURT: Y'all want to take about a ten minute
3 break?

4 (The jury said, yes)

5 THE COURT: You do? Okay. We'll take a short ten
6 minute break we'll be right back. Okay. Remember, you
7 cannot talk about any of the testimony you've heard,
8 okay? Thank y'all.

9 (There was a short break taken)

10 (WHEREUPON, Plaintiff's Exhibit Number 10 was marked
11 and entered)

12 THE COURT: Is the Plaintiff ready?

13 MS. WILLIAMS: Yes, Your Honor.

14 THE COURT: Is the Defense ready?

15 MR. WLODARCZYK: Yes, Your Honor.

16 THE COURT: All right. Bring the jury back in.

17 (WHEREUPON, the jury entered the courtroom)

18 THE COURT: All right. Ladies and gentlemen, we're
19 going to continue with the Plaintiff's case now.
20 Ms. Williams?

21 MS. WILLIAMS: Your Honor, the Plaintiff would call
22 Ms. Stroman to the stand.

23 KATRINA STROMAN,
24 being first duly sworn, was examined and testified as
25 follows:

1 THE CLERK: You may be seated. And please state
2 your full name for the Court.

3 MS. STROMAN: It's Katrina Rebecca Stroman.

4 THE COURT: Thank you, ma'am. And, Ms. Stroman,
5 you're going to need to speak up loudly, okay?

6 MS. STROMAN: Okay.

7 THE COURT: Well, you've got to do better than that.

8 MS. STROMAN: Okay.

9 THE COURT: Okay. That's a little better. Okay.
10 Thank you, ma'am.

11 DIRECT EXAMINATION BY MS. WILLIAMS:

12 Q Ms. Stroman, if you would tell the jury a little
13 bit about yourself.

14 A I'm from Orangeburg. Born and raised. I have two
15 boys. I graduated from Edisto High. I went to Denmark
16 Tech and graduated May of 2019 with my Associates in
17 Science. Right now I'm currently on a school at Ashford
18 obtaining my bachelors in Health and Human Resources.
19 And that's all I'm doing right now.

20 Q Your two children, what are their names and how old
21 are they?

22 A My oldest is Keondrae Simpson. He's 10. And my
23 youngest Nehemiah Neals, he's 6.

24 Q And you've lived in Orangeburg all your life?

25 A Yes. Born and raised.

1 Q And right now you're just going to school; is that
2 right?

3 A Yes, I am.

4 Q When this dog bite happened in December of 2014,
5 were you working?

6 A Yes. I was working at Amazon at the time as a
7 packer. The nightshift from 6 to 6.

8 Q Do you recall how much you were making there?

9 A At the time, Amazon was paying like \$12 an hour, I
10 think. Nightshift was a shift difference, 12.50.

11 Q Was it a full-time job?

12 A Yes, it was a full-time, but I was went through a
13 temp agency, so it was temp to hire permanent on to the
14 job.

15 Q Have you been -- and were you hired permanently at
16 that point?

17 A No, I was still a temp because I just started
18 working. It was during the holiday season.

19 Q So back in 2014, how old were you children then?

20 A 2014 Keondrae, he was five. He was in school. And
21 Nehemiah he had just turned one, so.

22 Q So at nights you were working at Amazon and then
23 during the day you were at home?

24 A Yes.

25 Q Where were you living in December of 2014?

1 A 123 Percheron Drive, Orangeburg, South Carolina,
2 29115.

3 MS. WILLIAMS: Your Honor, if I may approach the
4 witness.

5 THE COURT: You may.

6 Q We have a picture on the screen where it's been
7 previously marked as Plaintiff's Exhibit 4. I'll hand
8 it to you there if you need it.

9 Is this your home?

10 A Yes, this was my home.

11 Q This was your home?

12 A Yes.

13 Q And how long had you been living there as of
14 December of 2014?

15 A It was just like a year and a half or so. It
16 wasn't long. Just a year and a half.

17 Q Who were you living there with?

18 A It was me and my two sons and my youngest son's
19 father.

20 Q And what was his name?

21 A Terrance Neals.

22 Q Now, when this happened, were you the only one
23 home?

24 A No. It was me, my brother was there, they was
25 inside the house and my boyfriend. They was in there

1 playing the PlayStation 4 that came out at the time.

2 They was inside playing that.

3 Q Okay. And what time of day was it?

4 A It was like when I was home it was in the
5 afternoon. It was gearing for the end of the day when
6 kids was getting ready -- it was like 2 o'clock.

7 Q Okay. I'm going to show you what's previously been
8 marked as Plaintiff's Exhibit 5. If you can take a look
9 at that.

10 Now, what does this exhibit show?

11 A This is the -- well, it's a big neighborhood
12 because it's the outline of -- it's a big area because
13 Beason Road connects from -- they got Rosedale.
14 Rosedale runs from the top and then Rosedale runs to the
15 bottom. But this area shows where the percentage of
16 where the bus will run on Gospel Hill and the area where
17 I live at.

18 Q Okay.

19 MS. WILLIAMS: Your Honor, may she step down and
20 show the jury on the screen?

21 THE COURT: You may.

22 (Witness complies)

23 Q If you would, just point to the jury on the screen
24 where your house was.

25 A Oh, gosh. This is my house right here.

1 Q All right. And where was the, I think you said you
2 had to go pick up your son from the -- it was about time
3 to go get him from the bus stop?

4 A Yeah.

5 Q Okay. All right. Can you just show us where the
6 bus stop was?

7 A Okay. The bus stop will come off the main road of
8 Highway 4. It will run all the way up. It has multiple
9 stops on Gospel Hill, so my son bus is the last stop.
10 It would stop right here. Along right here.

11 Q All right. And would you walk to the bus stop?

12 A No. I never walked to the bus stop.

13 Q What would you do?

14 A I would just take my car and drive.

15 Q All right. So you would leave your home on
16 Percheron Street right there and then drive up
17 Percheron?

18 A Drive all the way up, hit Rosedale, and then turn
19 around because these was like the empty yard -- well,
20 not empty yards, but it was on the outskirts. We
21 couldn't park in the road, but I park on like the grass,
22 you know, me and other cars that were driving would park
23 on the side.

24 Q Okay. All right. You can sit down again. Why
25 don't you just tell us what happened.

1 A Well, I was just -- okay. The day of the incident,
2 I didn't park my car in the back, my boyfriend actually
3 did because he was driving it. So I went, you know, I
4 was like, well, it's just a general day. I was just in
5 the back. I just, you know, clean out my car. I have
6 two young kids, you know. Any mother, you know, got
7 kids that McDonald's cups, fries, everything thrown in
8 there. So the school let out typically 2:45. So it was
9 like 2 o'clock-ish, so I just had enough time to just
10 try to get some of the stuff out my car. I had all the
11 car doors open. You know, I was -- when I was cleaning
12 out the car, I was inward with my body, inward facing
13 my, you know, I was inside of the back, you know, inside
14 of the car.

15 Q So you were head first into the back?

16 A Yes, head first in the car. Because the back, you
17 know, because cleaning out everything, getting it. And,
18 you know, it was just me back -- outside. It wasn't no
19 one outside but me. And then when, like, you could hear
20 someone walking because it's a lot of pine trees. It's
21 pine trees, straw, sticks. You can hear someone walking
22 and you can hear something like a, you know, a wood snap
23 like if somebody want to walk and you can hear someone
24 like crunching, like a crunch, you know. And I heard it
25 and I, you know, like, you know, somebody to look like,

1 you know, and then, you know, then eventually the dog
2 was growling like grrr. Like, you know how you'll look
3 and then a dog will growl.

4 So my instinct, I mean, you know, I wouldn't joke,
5 but my instinct at the time when I did see the dog and
6 the dog was there, I was just ran. When I ran, the dog
7 came and ran behind me, you know. When I ran the dog
8 came. And when I -- as I was reading -- I said reading,
9 running to the house, the dog, you know, was behind me,
10 you know, it would bark and then it grabbed me on my
11 arm. I mean, good thing I didn't fall or anything in my
12 backyard because we do have rabbit holes, it is the
13 country, and we have other straw pinewoods in the yard.
14 And if I would have fall, god knows what more damage if
15 the dog would have did anything. Because I would have
16 fall and it probably would have bit me more than on my
17 arm that day.

18 Q When you first heard the rustling and the growling,
19 did you move towards the dog?

20 A No, I did not. I just stayed in my car. Like I
21 was inwards. And you will know how like someone
22 walking, you know, like you will hear something and then
23 you will hear it and then you will turn around. The
24 second when I turn around, I saw the dog like -- like
25 the woods and the dog was standing there growling at me.

1 So I just took off like when I started, I just dropped
2 my stuff and everything I had and I ran. And the dog
3 came behind me and chased me, also, when I was
4 proceeding to run to the house. But the dog caught up
5 with me. I'm not a fast runner, so it caught me on my
6 arm. So --

7 Q You grabbed your right arm?

8 A Yes, my right arm. I'm indicating my right arm.
9 But like I said, if I would have fall, it would have did
10 more damage to my arm or I don't know what could have
11 happened if I would have fallen in my backyard and the
12 dog, you know, on my arm.

13 Q Are you right-handed or left-handed?

14 A I'm right-handed.

15 Q So you were able to get loose from the dog?

16 A Yes. I was just, you know, running like, oh, you
17 know, like getting away. And I like my arm did like,
18 you know, a jerk reaction like that.

19 Q Where did you go?

20 A I ran to like to my house. To my back door of my
21 house. It was still open.

22 Q And who was inside?

23 A Inside was my brother and my boyfriend at the time.

24 Q Did you notice anything about your arm?

25 A At the time I did not look down at my arm. I was

1 just trying to get inside the house because that dog was
2 coming after me. And the only person that noticed it
3 was Terrance because he was like, the blood was coming
4 down. I wasn't paying attention at the time. And then
5 he went and grabbed a towel and wrapped my arm up and
6 then he called 911. And then all I knew, the ambulance
7 came and things like that.

8 Q All right. I want you to take a look at another
9 picture. This has been previously marked as Plaintiff's
10 9.1. It's going to be up on the screen too.

11 Can you tell the jury what's in this picture?

12 A In this picture it was the dog bite, the top where
13 the dog teeth -- well, bite my skin -- well, tear my
14 skin. It didn't bit me, it torn my skin with his teeth.

15 Q That was the top of your arm?

16 A The top right here.

17 Q When was that picture taken?

18 A It was taken the same day of the accident.

19 Q And of course we see that big wound there. And
20 then there's some other ones. What else is going on in
21 this picture?

22 A The dog like bite, scratches, and marks, things
23 like that.

24 Q And to me it looks a little red?

25 A Yeah, it was starting to swell. It swell real big

1 after that.

2 Q So it started swelling shortly after the bite?

3 A Yes.

4 Q This was taken at your house?

5 A Yes.

6 Q This was after your boyfriend cleaned it up?

7 A No, he didn't clean anything. He just --

8 Q Wiped the blood off?

9 A -- put the towel on it because we don't, you know,
10 know anything about the -- what we could put in it. He
11 just, you know, immediate action just hold it, try to
12 stop the bleeding.

13 Q Okay. Now, did you have a mark on the under side
14 of your arm?

15 A Yes. It was right here. It was a hold and some
16 other marks, but it was an actual hole from the dog
17 tooth in my arm.

18 Q Is that what that mark that is there still?

19 A Yes.

20 Q Okay. All right. And we'll talk about that more a
21 little bit later. But the dog bite, did it enter on the
22 top of your right arm and on the bottom?

23 A Yes, like it latched my arm.

24 Q Okay. Now, so you're in the house, boyfriend wipes
25 the -- Terrance wipes the blood off and y'all call the

1 ambulance?

2 A I think he called the ambulance because he didn't
3 know how serious it were. He just saw the blood. And
4 you know, blood was coming fast, so I don't know, you
5 know, like I said, he had grabbed the towel to try to
6 stop the bleeding and he called the ambulance. And then
7 the ambulance came and -- well, the ambulance -- the EMT
8 came. The ambulance is the bus. The EMT's came and one
9 came in the house to assess my arm and they wrapped it
10 back until we got in back -- until I got back into the
11 back of the truck and then that's when they were
12 assessing it more. And then they did like a solution
13 type thing and then they wrapped it up with a gauze
14 until I got to the emergency room.

15 Q Why did -- do you know why they said you needed to
16 go to the hospital?

17 A No. I guess because -- they didn't never say.
18 They was like because of the dog bite wound because for
19 rabies and things like that. They stated a lot of
20 rabies because the dog was unknown to, you know, didn't
21 know if it had rabies.

22 Q Now, the dog that bit you, it was a pit bull?

23 A Yes.

24 Q And you could tell that from looking at it?

25 A I could tell a pit bull when I saw it was a big

1 dog.

2 Q All right. So you go to the hospital?

3 A Uh-huh.

4 Q Tell us what they did for you there. And now,
5 which hospital was that?

6 A I was at the TRMC, the Regional Medical Center.

7 Q What did they do for you there?

8 A I -- when I came in, I had to get admitted. You
9 know, I went into triage. They get my information. I
10 went into the back. They had, you know, the nurses to
11 make sure I wasn't allergic to Penicillin and other
12 medication. Then the doctor came in. The MD doctor. I
13 don't know if he's still working there, but he came and
14 looked and then he also got, ran x-rays and --

15 Q Why did they run x-rays?

16 A They wanted to make sure my arm wasn't broken from
17 the bite of the dog mouth.

18 Q Did that come back clear?

19 A Yeah, that was clear.

20 Q All right. So they cleaned it up, wrapped it up,
21 did some x-rays, what else did they do?

22 A Before they wrapped it and cleaned it up, they had
23 to actually give me multiple shots, so.

24 Q Tell us about that.

25 A I had to get -- I don't know the shots, but I had

1 to get one shot, I don't know if it was a tetanus shot,
2 I'm not sure. I know they just shot me with something
3 in this arm. And then they shot something -- I know
4 there was like a number. He told me it was going to
5 numb the area, the general area so they can shoot the
6 solution. It was like a needle type thing to go inside
7 my arm like that with.

8 Q And you made a motion when you said the needle.
9 How big was this needle?

10 A It was big. It was pretty long because they had to
11 go like that and then he went like that and then he went
12 like that and then he did this one too so he had to go
13 in --

14 Q Was it as long as my pen?

15 A I could say it was about a little shorter, but it
16 was about the length of the pen. It was a long needle.

17 Q And why were they putting these shots in your arm?

18 A They was just saying to clean the area from the dog
19 bites from, I guess, the inside or if anything got
20 inside or infected, they wanted to, you know, just be on
21 the safe side, I guess.

22 Q And they went in several different locations on the
23 top of your arm?

24 A Yeah, they went on the top.

25 Q And on the bottom?

1 A And on the bottom.

2 Q All right. Anything else they did for you at that
3 first visit?

4 A The first visit that was all on the first visit and
5 then after that they said that I had to come back for
6 the rabies shots.

7 Q Okay. Tell us about that. So you had to go back
8 to the hospital?

9 A Yeah, I had to go back. I had schedule days I had
10 to follow by. Like appointment days. They didn't -- it
11 never was a set time. I just had to be back on that day
12 so it could have been in the morning or in the afternoon
13 when I got time. It just had to be on that day that
14 they asked me to come back in to get the shot, so I
15 basically had to come in as a patient each time. I walk
16 into the emergency room.

17 Q Okay. Do you recall how many times you went back
18 to the hospital?

19 A I think it was like four or five times.

20 Q Now, so this happened on December 1, 2014 and then
21 you talked about how you were working at Amazon?

22 A Uh-huh.

23 Q Did you go back to work?

24 A No, I couldn't go back to work because I got fired
25 from my job.

1 Q And why is that?

2 A Due to because I couldn't go back because of my arm
3 was still hurting and I couldn't do anything with it for
4 about a month now.

5 Q Did the hospital tell you not to go to work?

6 A No, they didn't told me to go back to work, but
7 they was giving me excuses every time. And eventually
8 at a temp agency, you're not allowed to miss so many
9 days and then they will fire you through the temp
10 agency.

11 Q Okay. And of course you had to go back to the
12 hospital?

13 A Yeah, I had to keep going back to the hospital.

14 Q So you would have missed work for that?

15 A Yeah, I had to miss a day. It depends on what time
16 it wasn't packed because the hospital will be packed,
17 you could be waiting numerous hours. You can go early
18 and get out 8 o'clock. It depends on the full of the
19 day at the hospital, so.

20 Q Now we talked about how there was a lot of blood
21 when the dog initially bit you, did you feel any pain?

22 A Initially, no, I didn't feel no pain first because
23 I guess I was just pumped up with adrenalin and all, so
24 I didn't feel anything until the next day, so.

25 Q Tell us about that. What did it feel like?

1 A Oh gosh, it was throbbing. It just hurt. I
2 couldn't lift really much. I just -- the next day I
3 couldn't really do anything. The only thing I could do
4 was just hold it up like this, like in the bed. I had
5 to sleep -- it was still draining with fluid, so.

6 Q So it was draining through the dressing?

7 A Yeah, the gauze, so it was just a lot going on.

8 Q Now, you talked about how it was swelling right
9 after the bite. How long did that last?

10 A The swelling last about two weeks. About two weeks
11 because it was a big -- it was big.

12 Q And you said you had a one-year old child at that
13 time; correct?

14 A Yes.

15 Q How did this affect you taking care of your
16 one-year old?

17 A It was kinda -- it was hard. It was like kinda was
18 hard because we was going through -- he was still on
19 Pampers and potty training and he wasn't in day care, so
20 he was full-time with me during the day, so I couldn't
21 pick him up if he wanted to cry. You know how they want
22 to cry and they want, mom, pick me, you know, things
23 like that, so I have to try to scoot him on my side like
24 that. Instead I would be like come here and scoot him
25 like that and I couldn't cook, so because everything I

1 do is with my right hand. So I try to do everything as
2 much as possible with my left hand which almost caused
3 the house to burn down, but.

4 Q Why is that?

5 A Because I was --

6 Q Cooking?

7 A Yeah.

8 Q How long did that last your inability to use your
9 right arm?

10 A It was about a month.

11 Q About a month?

12 A Yeah.

13 Q Okay. Now, you've pointed at your arm, we saw a
14 few markings.

15 MS. WILLIAMS: Your Honor, may she step down and
16 show the jury the scars as it looks now?

17 THE COURT: Sure.

18 MR. WLODARCZYK: No objection.

19 Q If you would, please step down.

20 THE COURT: Now, do you need --

21 MR. WLODARCZYK: I've seen it, Judge.

22 THE COURT: All right.

23 Q If you just walk on down and show them the stop and
24 the bottom.

25 (Ms. Stroman complies)

1 Q So you still have marks on the top and the bottom,
2 but there were some scratches and others things --

3 A Yeah, scratches, but it had healed up over it.

4 Q All right. And this has been -- we're in 2020, so,
5 2019, that was five years?

6 A Yeah.

7 Q Do you think these marks are going to go away?

8 A No, they will still be here.

9 Q Okay. If you will have a seat.

10 MS. WILLIAMS: David, let's put up 3 -- I'm sorry,
11 8.

12 Q And I'll just show what's been marked as
13 Plaintiff's 8 which is a picture of what you just showed
14 the jury; is that right?

15 A Yeah. That's like when it was still going through
16 its healing process right there. It wasn't really fully
17 healed, but it was healing at the time.

18 Q And that's the top part of your arm?

19 A Uh-huh.

20 Q All right. Let's do --

21 A This just took the stitches out a little bit after
22 that. Like that it was closing.

23 Q Tell us about the stitches. They put stitches in?

24 A Yeah, they had to do an open stitch. They couldn't
25 fully close it because I forgot what they say, but they

1 did it where it was still open until it closed itself.
2 So they didn't -- like some people just get a full
3 stitch and close it. They didn't fully close it because
4 he said something about the tissue healing or something
5 like that, but it healed on it own with the stitches in
6 it.

7 Q Okay. So you had an open wound?

8 A Yeah, it was open still.

9 Q How long was it open?

10 A I'm going to say two weeks. Until the little top
11 layer start coming on to it. The little stop skin. You
12 know what a healing process. Because it didn't scab or
13 anything. It just had the thin layers of skin coming
14 back to it.

15 Q All right. Let's look at Plaintiff's 6. What is
16 this picture?

17 A Yeah, my arm.

18 Q That's a close-up at the time?

19 A Yeah. That's where it was still open at right
20 there and they had it where the stitches -- well, you
21 can see right there where the stitches was running
22 through it. It was still open, but it was not closed.
23 Like it was healing on its own.

24 Q Okay. And let's look at 7. What does Plaintiff's
25 Exhibit 7 show?

1 A That's where like a mark, but that's the top right
2 here is where the dog bite hole was at. It just healed
3 up.

4 Q Okay.

5 A The hole.

6 Q Now, when you first went to the hospital you said
7 they had to give you shots for in case you had rabies?

8 A Uh-huh.

9 Q Did you know whether or not you had rabies when you
10 went to the hospital?

11 A No, I did not know if I had rabies or not.

12 Q Did you know after the second time at the hospital?

13 A No, not at the second time. The only way I found
14 out, I think, was I think that I had my boyfriend and I
15 went to the animal control and the report was saying
16 that, I guess when we picked it up that the dog was
17 returned to her, Ms. Padgett; right? Ms. Padgett. And
18 that I think the dog didn't have any shots, so, you
19 know, I relayed that to the doctor so they continued the
20 shots to make sure that I didn't have any rabies.

21 Q Okay. So you didn't know if you were clear or not
22 until after you finished all of the shots?

23 A I had to finish the whole regimen of rabies shots
24 and then that was it.

25 Q What was going through your head at that point?

1 A I mean, I was going to continue what the doctor
2 told me to do to -- the shots. Because if I would have
3 stop then god's know I probably would not be talking to
4 y'all right now.

5 Q Now, you said y'all went to the animal control?

6 A Yes.

7 Q To find out if the dog had rabies or not. Did you
8 find out where the dog was staying?

9 A Yes. It had it on the report.

10 Q All right. Can you tell the jury and we can go
11 back to Plaintiff's -- the aerial view. Where is that
12 property in relation to your house?

13 A It was in the front of my house. I live on the
14 back.

15 Q Okay. So the house where the dog was staying was
16 behind your house?

17 A Well, I guess you can say because I would say my
18 house is the front. But she was on the main road and I
19 was on my main road, so --

20 Q Okay. So --

21 A It was just our houses was just -- her house is
22 here and then the tree and then my house is there.

23 Q Okay. So your backyard's connected?

24 A Yeah, everything connected.

25 Q Okay. When the dog bit you, is that the first time

1 you had ever interacted with it?

2 A That was the first time I interacted with that dog.

3 Q Okay. Do you have any dogs?

4 A No, ma'am.

5 Q Do you have any interest in getting a dog?

6 A No, ma'am.

7 Q How do you feel about dogs now?

8 A Because -- I feel like if I go to someone's house
9 and they have a dog, I would nicely tell them, please
10 put it in the gate because I'm not getting out my car.
11 That's anywhere. Even when I was looking for another
12 housing they had a dog and the dog ran up to me and I
13 ran right in the car.

14 Q All right. I'm going to show you --

15 MS. WILLIAMS: Let's show her 10, David.

16 Q Now, we talked about the hospital when you went
17 there. What other treatment did you seek?

18 A They give me some prescriptions. It was two, but I
19 do not know the name of the prescriptions.

20 Q Okay. Did you take those?

21 A Yes, I took them as recommended that they told me
22 to.

23 Q Other than the hospital, and getting the x-rays,
24 and doing the prescriptions, did you go see another
25 doctor?

1 A My son was going to Dr. Ansley at the Ear Nose
2 Throat because he had tubes put in. And I was just
3 asking questions about where you can get, you know,
4 scars removed and things like that. And they said they
5 can do it.

6 Q Okay. So you went and talked to a doctor at
7 Carolina ENT?

8 A Yes.

9 Q About what could be done to make the scar -- remove
10 it or look better?

11 A Yes. Just to see if they can just get it to, you
12 know, kind of blend back in like my skin. But I was
13 just talking to them about -- I was just asking
14 questions. I always ask questions when I go to the
15 doctor about different things with my kids, so.

16 Q And based on your conversations with those doctors,
17 what do you understand -- was there anything that could
18 be done?

19 A They said they could do it. They could do it.

20 Q Do you have idea what that would entail?

21 A No, I don't. It was just like it could be done. I
22 would probably have to make future trips to them and,
23 you know, like a consultation cost and stuff like that.

24 Q Okay. All right. I'm going to show you what's
25 been marked as Plaintiff's Exhibit 10. Have you seen

1 this document before?

2 A Yes, I have.

3 Q All right. And does it list out all of your
4 providers that you treated with after this dog bite?

5 A Yes. The hospital. The nose. Yes. Yes.

6 Q And it's got 1, 2, 3, 4 different dates at the
7 hospital; is that right?

8 A Yes.

9 Q And the total charge for those visits was \$16,811?

10 A Uh-huh.

11 Q Is that your understanding what they charged you?

12 A I believe so. Because it was a lot of bills
13 coming, so they was charging for different days.

14 Q And then the charge there on May 25, 2015, for
15 \$264, that's for when you went to go see the doctor at
16 the ear nose and throat?

17 A Yes.

18 Q And then of course you told us you went by
19 ambulance to the hospital?

20 A Yes.

21 Q And that charge was \$650; is that right?

22 A Yes.

23 Q Okay. And so the total amount of bills that you've
24 incurred because of this is at \$17,725?

25 A Yes, that's what's here. Yes.

1 Q And you were charged with this amount for all your
2 treatment?

3 A Yes. I guess, you know, every time you get
4 admitted into the hospital they charge you, so, if --
5 yeah.

6 Q That's all I have for now. Please answer any
7 questions from the Defense.

8 THE COURT: Anything on cross examination?

9 MR. WLODARCZYK: May it please, Your Honor.

10 THE COURT: Yes, sir.

11 CROSS EXAMINATION BY MR. WLODARCZYK:

12 Q Good afternoon, Ms. Stroman?

13 A Good afternoon.

14 Q Briefly, prior to this dog bite, you have never met
15 Mr. Jeffords; is that correct?

16 A No, I haven't.

17 Q Okay. And prior to the dog bite, you never had any
18 conversations with Ms. Padgett, who was the dog owner,
19 who was sitting here and testified earlier?

20 A No, I haven't.

21 Q And initially, this lawsuit you sued Ms. Padgett as
22 the dog owner as well as Mr. Jeffords; correct?

23 A I guess so, yes.

24 Q Okay. You didn't have any interactions with the
25 dog prior to this dog bite either?

1 A No interactions with the dog.

2 Q Okay. And you didn't make any complaints to
3 anybody, either animal control or the county or anybody
4 else regarding the dog prior to this bite; correct?

5 A The only time it was during the animal control
6 during -- after the dog bit me that was it.

7 Q After the bite. And you don't know anything about
8 Mr. Brooks and his relationship with Mr. Jeffords?

9 A No, I don't.

10 Q And is it accurate -- until you actually found out
11 from animal control who the dog owner was, you didn't
12 know who the dog owner was?

13 A No, I did not. Actually, it was just relayed to me
14 from my boyfriend that the kids of the neighbor said
15 that was her dog. And then I finally found out with the
16 address because he the one that called animal control
17 and it was on the report.

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

19 THE COURT: Anything on --

20 MS. WILLIAMS: None, Your Honor.

21 THE COURT: You may step down. Thank you, ma'am.
22 All right. Is the Plaintiff ready to call it's next
23 witness?

24 MS. WILLIAMS: Your Honor, the Plaintiff rests.

25 THE COURT: All right. All right. Ladies and

1 gentlemen, I'm going to let y'all step back into the
2 jury room for a minute while I take up some matters with
3 the attorneys. Remember, you cannot talk at all about
4 any of the testimony you've heard so far. Okay? Thank
5 you.

6 (WHEREUPON, the jury left the courtroom)

7 THE COURT: Mr. Wlodarczyk, you're not going to call
8 anymore --

9 MR. WLODARCZYK: That's correct, Your Honor.

10 THE COURT: -- witnesses?

11 MR. WLODARCZYK: We have no witnesses.

12 THE COURT: Okay. And so we're just going to go
13 over your directed verdict motion?

14 MR. WLODARCZYK: Yes, Your Honor.

15 THE COURT: Okay. I'm going to let the jury go. I
16 mean -- and we'll just come back in the morning at 9:30?

17 MR. WILLIAMS: That's up to you.

18 THE COURT: Well, it's 4:30 right now.

19 MR. WILLIAMS: I hate to not try to get it done, but
20 that's up to you. We said it would be a one day. Can
21 we at least ask them and tell them we expect that they
22 wouldn't get it until 6 o'clock or something and make
23 sure it's not only our fault that it's in the second
24 day? I mean, I'll leave it up to you, Judge. I mean,
25 you tell us.

1 THE COURT: No, I mean, it's fine with me. I'm not
2 going to watch the game tonight unless I just don't have
3 anything else to do.

4 (Off the record)

5 MR. WILLIAMS: If you want to let them know that
6 they probably wouldn't get the case until 6 then and
7 then they can either --

8 THE COURT: Yeah. Go back there and ask them if
9 they want to do that -- here's what I want you to do, if
10 you don't mind.

11 MS. JAMISON: Yes, Your Honor.

12 THE COURT: Go back there and tell them that I've
13 got some matters to take up with the attorneys. I won't
14 be able -- the case will not be able to go to them at
15 the earliest would be 6. Okay.

16 MS. JAMISON: Yes, Your Honor.

17 THE COURT: And do they want to go and hear the case
18 -- they can vote on it. You know, hear the case today
19 and get it over with perhaps or do they want to come
20 back in the morning at 9:30 --

21 MS. JAMISON: Yes, Your Honor.

22 THE COURT: -- and finish it up.

23 MS. JAMISON: Yes, Your Honor.

24 THE COURT: Okay. All right. Yes, sir.

25 MR. WLODARCZYK: May it please, Your Honor.

1 THE COURT: Yes, sir.

2 MR. WLODARCZYK: I would just like to have one of
3 the copies of the memorandum that I prepared, filed or
4 made an exhibit with the record.

5 THE COURT: Oh, that will be fine.

6 MR. WLODARCZYK: I have an extra copy here.

7 (WHEREUPON, Defendant's Exhibit Number 1 was marked
8 and entered)

9 THE COURT: Yes, sir. Go ahead. I'm sorry.

10 MR. WLODARCZYK: I put in my directed verdict motion
11 three issues. One, that there's no liability for
12 Mr. Jeffords under the common law as modified by the
13 Residential Landlord/Tenant Act. One, that there's no
14 liability against Mr. Jeffords under the facts of this
15 case under strict liability. And then should both of
16 those survive that there's no cause of action -- or
17 there's no punitive damages award under a strict
18 liability claim.

19 And then, obviously, at the start of this case, we
20 have the issue of agency -- principal-agency
21 relationship and a proposed charge was provided by
22 Ms. Williams prior to the start of the case. So I'm not
23 sure exactly what the theories of liability are under
24 the common law as applicable with principal-agency, so
25 I'll argue it and see what they say and then go from

1 there and then take a strict liability.

2 THE COURT: Okay.

3 MR. WLODARCZYK: Your Honor, as evidenced in my
4 brief, the long standing common law in South Carolina is
5 that a landlord is not liable to a tenant for -- or to
6 anybody for a tenant's dogs biting them. That has since
7 been modified by the *Clea* case. The *Clea* case that we
8 have both cited to which basically says that in light of
9 the creation of the Residential Landlord/Tenant Act and
10 its provision that a landlord has a duty to maintain and
11 keep in a safe condition a common area that the
12 appellate courts have said that there can be an issue
13 that if the landlord has notice of the vicious
14 propensity of an animal and if the bite occurs in the
15 common area then there could be liability. That matter
16 was returned down to the trial court after that holding.

17 In this case, Your Honor, there's no evidence of the
18 vicious propensity of the animal prior to this bite or
19 any knowledge by Mr. Brooks or Mr. Jeffords or
20 Ms. Padgett, or the Plaintiff regarding the dog's
21 vicious propensity.

22 And, secondly, the bite did not occur in a common
23 area. It occurred on the Plaintiff's property. You may
24 have a decision on your --

25 MS. JAMISON: Your Honor, I apologize. Madam

1 foreperson was in the restroom, so I had to wait. So
2 they agreed on coming back tomorrow morning.

3 THE COURT: At 9:30?

4 MS. JAMISON: Yes, sir.

5 THE COURT: Okay. All right. Tell them we'll see
6 them at 9:30. Tell them they can't do any independent
7 investigation, you know.

8 MS. JAMISON: Yes.

9 THE COURT: And can't talk about the case.

10 MS. JAMISON: Thank you, sir.

11 THE COURT: All right. Thank you, ma'am.

12 MR. WLODARCZYK: So without getting into the agency
13 issue at first, based on the common law as just to
14 Mr. Jeffords there would be no liability that could
15 suffice under these facts. Bring in the whole
16 principal-agent issue in trying to create it as a common
17 law issue, and I apologize I haven't briefed that, but
18 as evidence in the jury charge, essentially, the agent
19 has to be operating within the scope of his agency or
20 his employment with the principal.

21 And in addition to that, the agent has to be
22 negligent. That's how you get -- it's basically
23 derivative liability. The agent does something that
24 causes an injury to the plaintiff and the plaintiff
25 could either sue the agent directly or the agent has the

1 option of suing the principal if there's a
2 principal-agency relationship. And that comes into play
3 normally because you're suing an employer with pockets
4 and you want to get the money verses suing the, you
5 know, the person who commits the tort who may just be
6 the driver or something along those lines.

7 In this particular case, the entire testimony about
8 the principal-agency relationship is that Mr. Brooks
9 made repairs to these properties and that was the extent
10 of this relationship. Now, whether he could go on the
11 property to make those repairs on his own, if
12 Mr. Jeffords was overseas or whether he had keys to the
13 property to make repairs when he needed to make repairs,
14 or whether he had access to a bank account to make
15 payments for materials or services to make repairs and
16 that's giving the testimony the benefit of the doubt
17 because obviously Mr. Jeffords said that was not the
18 case.

19 There's nothing to go to the issue of whether or not
20 Mr. Brooks was the care or keeper of this dog. So I
21 don't understand what he purportedly did, what
22 Mr. Brooks purportedly did that would make him negligent
23 to then attribute that negligence to Mr. Jeffords as his
24 agent for the purpose of making a repair.

25 So I don't think there's any facts and this applies

1 also to the strict liability. There's just no facts
2 here that shows Mr. Brooks in any way undertook to
3 provide any care or keeping of this dog.

4 So under the common law, we believe it's clear that
5 there's no liability. I presume that we're proceeding
6 under the strict liability issue because that was the
7 issue that was presented as well with regard to the
8 owner -- or person being liable for the care and keeping
9 of the animal.

10 And, Your Honor, the *Clea* case isn't really the case
11 that kind of goes into detail on that one. But what I
12 did attach is three cases. Two appellate cases and one
13 common pleas case. I understand it's not binding, but
14 it's similar facts.

15 In the *Nesbitt* case which was the first case really
16 addressing this issue, and normally I don't have cases
17 where appellate court said -- address similar facts, but
18 here we do. *Nesbitt* is not really exactly on point.
19 That's where you had three family members who are joint
20 property owners. You had a mother and a son who lived
21 on the property and had dogs. Or the mother had dogs
22 and the son was on the property. And then you had the
23 daughter who was a property owner and interest, but did
24 not reside on the property for five years and did not
25 own the dogs. And basically they sued everybody. And

1 jury returned a verdict on everybody. And the main
2 issue is, the Court of Appeals said daughter is not
3 liable because, one, she didn't reside on the property.
4 Her ownership interest was minimal and there was no
5 evidence that she provided any care or keeping of the
6 dogs, and, therefore, she wasn't liable under the
7 statute.

8 And that's somewhat different from the situation we
9 have in here. But in *Bruce*, which I've also attached,
10 that is a case where the dog owners at one point owned
11 the property and then the financial restrictions deeded
12 it to one of the person's family member who was the
13 property owner.

14 And on that case, two issues came up. One was
15 whether there was liability under the Residential
16 Landlord/Tenant Act and that case came out before the
17 *Clea* case. So at that time before *Clea*, even under
18 landlord liability under that there was no landlord
19 liability at the time. That as we have discussed has
20 since been abrogated. But that's not applicable.

21 What's really applicable in this is the strict
22 liability statute. In that case, the owner of the
23 property, who was a family member, was deemed to be --
24 well, it was deemed to be a tenant -- well, a
25 landlord/tenant relationship. But, the court found that

1 under the strict liability statute, the property owner
2 even though he came to the property once a week, even
3 though that he knew there was dogs on the property, even
4 though that the dogs were not restrained, even though
5 that the plaintiff in that case alleges the same thing
6 here that the landowner failed to control the property,
7 failed to secure the dogs, failed to take any action
8 over that, that there was no evidence, no evidence that
9 he intended to provide care or was in the keeping of
10 these dogs. And he was going there every day. I mean,
11 at least once a week to visit his grandkids on the
12 property.

13 And, again, so the court ruled in the owner's favor
14 in that case. And, Judge, part of my jury charge is
15 that I previously submitted part of what I put in in the
16 case law especially it's in the *Clea* case is that the
17 appellate court has said that the strict liability
18 statute in referring to care or keeping clearly requires
19 that the other person act in a manner which manifest an
20 acceptance of responsibility for the care and keeping of
21 the dog.

22 There has been no evidence of that by Mr. Brooks.
23 There has been no evidence of that against Mr. Jeffords.
24 So in this case, Ms. Padgett has testified, this was my
25 dog. I was responsible for everything. When the bite

1 happened, I was responsible for it. I don't see how
2 this case can get to a jury under these facts alleged.
3 I don't understand -- I don't know what jury charge the
4 Court would give the jury as to any common law duty
5 against Mr. Jeffords. Because the Court would have to
6 charge a duty as to Mr. Brooks to say Mr. Brooks
7 violated this duty and, therefore, if you find there's a
8 principal-agent relationship, you can attribute that to
9 Mr. Jeffords.

10 Again, there's no legal duties that I'm aware of
11 under the common law or under the facts of this case
12 under strict liability that says anybody is liable.
13 Other than the owner who has been -- ended with a
14 confession of judgement.

15 So, and the punitive damage claim, that would only
16 apply if this court allows this case to get to a jury
17 and under the strict liability statute. The case of
18 strict liability and punitive damages as to the dog bite
19 case was raised and then not addressed by the Court of
20 Appeals and I've addressed that. Instead they went on
21 to say that there was no evidence of willful, wanton,
22 malicious conduct that would give rise to punitive
23 damages.

24 In this particular case, we would argue that the
25 same rational behind why there's no punitive damages in

1 a products case under our strict liability statute in
2 South Carolina equally applies here because punitive
3 damages are designed to punish. And the statute in this
4 particular case which is similar to the products case is
5 basically saying you get damages for the harm suffered
6 from the bite. And so there's no punitive aspect in the
7 statute.

8 Regardless as I put in my memo, you don't have to
9 reach that issue because there's no evidence of any
10 willful, wanton, malicious conduct by Mr. Jeffords or
11 Mr. Brooks with regard to this dog.

12 Okay. Mr. Brooks knew the dog was there, that's
13 about the extent of it. He may have provided a
14 doghouse. He couldn't remember. Ms. Padgett said he
15 did. That does not create liability under the common
16 law or strict liability. A man sends over a doghouse a
17 year before a bite and you can be held liable. If
18 that's the case, every time somebody in my office asks
19 me to go water their dog while they're on vacation for a
20 day or two, you know, a year later they go out and bite
21 somebody, you know, are they going to hold me liable
22 because I may be deeper pockets than that person. Under
23 these facts, Judge, it's unfortunate, but the remedy is
24 against the owner and not against Mr. Jeffords.

25 THE COURT: Thank you, sir. Who's arguing?

1 MR. WILLIAMS: Yes, Your Honor. You know, so I
2 guess the easiest thing is first make sure we got all
3 the same information we're thinking about some of the
4 information that needs to be considered. You know,
5 we've got a dog that is a pit bull. None of these cases
6 that have been cited that I can see deal with a pit bull
7 which is, we believe the court will take if this matter
8 went up, a different approach to pit bulls because of
9 their known propensity and the known statistics.

10 But this is not merely a vicarious liability claim.
11 And what's difficult about some of these decisions, they
12 jump from strict liability to negligence and discussion
13 -- discussing vicarious liability, but don't really
14 analyze direct liability.

15 The agency aspect of this equation is very
16 important. First, I think you heard the testimony that
17 might even suggest these two were partners. Okay.
18 They're certainly is an agency relationship in that he
19 can sign, deposit checks, he can make all the decisions,
20 all the communications. There is certainly sufficient
21 evidence from the jury to make a determination that
22 Mr. Brooks as the agent of the Defendant in this case
23 provided care, control, and custody of this dog.

24 In fact, I think the testimony from Mr. Jeffords as
25 well as Mr. Brooks was that we want to keep people off

1 this property. Okay. They ultimately erected a fence
2 to keep people off the property, but they also had a pit
3 bull there for some period of time to keep these people
4 off the property. We believe this is a duty to warn
5 case.

6 When you're going to put a pit bull on a piece of
7 property for purposes such as keeping people off the
8 property, now, I would also add the testimony about
9 known propensity for violence, this -- the owner of the
10 dog, the person that -- the partner put in with no lease
11 agreement, nothing else who put in the thing said I
12 didn't -- I put him out because I had a baby -- a child
13 in my house. And then here we are if the known
14 principal is these people crossing this common area that
15 where I used to own three houses or some point owned
16 three of these houses where people usually cross this to
17 access the bus stop, I think there's a duty to warn. So
18 there is a negligence theory on failure to warn.

19 There is certainly common sense dictates that a
20 reasonably and prudent person with knowledge of a dog
21 such as a pit bull on the property with people with kids
22 crossing that property would warn, be ware of dog.
23 Would put some signage up or a fence up to protect these
24 people from this pit bull.

25 So I certainly think there's duties and breaches

1 there. But as far as the strict liability is concerned,
2 we do not take the position that we're limited to strict
3 liability. We're going to argue your pure negligence,
4 gross negligence principles to this jury with respect to
5 the knowledge that is imputed to the landowner. In
6 these cases there's one case that is cited dealing with
7 once a week a father visiting his daughter at a house,
8 that's much different than an active manager who's an
9 agent of the landlord installing items to house the dog
10 to attract this person to this house to pay rent, to pay
11 money.

12 The testimony was that she had the dog before she
13 came to this house and shortly thereafter this doghouse
14 as well as this runner were placed on this property.
15 Testimony was also that it was known this dog was
16 running at large. And that was a known fact to the
17 agent of this Defendant and I don't think there's any
18 question as to that relationship.

19 I'm going to see if my colleagues want me to add
20 anything else. But -- and certainly failure to do
21 something is also negligence. It's not merely
22 undertaking a duty and failing to adhere to it. It's
23 also failing to do what one ought to do under the
24 reasonable circumstances. And given the knowledge, I'm
25 happy to answer any questions about the testimony you

1 might have, Judge, but I think given what the jury's
2 heard about this relationship between Mr. Brooks and the
3 Defendant, given their -- what they've heard about a
4 desire to keep people off this property, given what
5 they've heard about this particular pit bull being
6 removed from the house because I had a child in the
7 house, is certainly sufficient evidence to let the jury
8 decide this issue.

9 THE COURT: Okay. Well, before you sit down, just
10 out of curiosity, what are the willful or wanton
11 reckless acts that Mr. Brooks did or Mr. Jeffords did
12 that would give rise to punitives?

13 MR. WILLIAMS: So I had three pieces of property
14 collectively and I knew people were using my property,
15 walking across my property, and rather than erect a
16 fence or something else at the time, I allowed a pit
17 bull which is a known dog to be bred for violent
18 behavior, I allowed that to be placed on my property.
19 Now, I'm not saying -- and sitting here today, I
20 probably don't want to charge, but I don't want to
21 dismiss at this juncture in the case wherever down the
22 road, and I don't want that to be based on your
23 decision.

24 But I think putting knowing that kids are crossing
25 my property, knowing that this is the route they take to

1 go to the bus stop and I put a pit bull, unrestrained on
2 my property, I think that, Your Honor, is certainly
3 grossly negligent.

4 And I'm happy to show you some -- never mind.
5 Strike that. I'll be quite.

6 THE COURT: All right. And the only cases I have
7 and, Mr. Williams, I just want to make sure, I have the
8 *Clea* case, the *Nesbitt* case, and the *Bruce* case. Are
9 you aware of any other cases that we have in South
10 Carolina?

11 MR. WILLIAMS: I'm happy to dig and find some of the
12 duties to warn.

13 THE COURT: And *Gilbert*.

14 MR. WILLIAMS: But, again, I would think none of
15 these cases -- all these cases are very highly
16 distinguishable from the present case. And this is a
17 very unique set of facts comparatively speaking with
18 those cases.

19 THE COURT: I think this might be a unique facts
20 thing, but I mean, I just want to make sure that I got
21 four cases that I'm aware of that either the Court of
22 Appeals or the Supreme Court made decisions on. And I'm
23 not aware --

24 MR. WILLIAMS: I mean, I'm going to ask Ginny to
25 look again if there is anything we left off. I'm not

1 aware of any other ones. Those are all dealing with the
2 balance and strict liability and negligence. I would
3 also add there is still a duty to warn of inherently
4 dangerous conditions. And there's certainly duties to,
5 you know, folks that are allowed on the property. So I
6 think this extends beyond just the dog bite cases.

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

8 MR. WLODARCZYK: I would just note, I'm not going to
9 go back on the other stuff.

10 THE COURT: Okay.

11 MR. WLODARCZYK: I can even tell that I probably do
12 more premises liability over the past years, but duty to
13 warn, that's not a licensee, invitee, trespass or
14 attractive nuisance situation. The bite didn't occur on
15 the property. All those duties occur when you are on
16 the property, be it residential, commercial, et cetera.

17 So what you have here is basically a dog left the
18 premises, went next door, and bit somebody. And Your
19 Honor is the sole decider of how to charge a duty. So
20 all this, you know people are walking back and forth and
21 all that stuff like that has no bearing on this
22 particular case. And Mr. Jeffords said he didn't know
23 anything about it. Mr. Brooks didn't have any knowledge
24 about it. Apparently, Ms. Padgett who is the dog owner
25 does.

1 So ultimately at the end of the day if they want to
2 charge common law negligence, you're going to say a
3 nonowner of a dog has a legal duty to do this. When the
4 bite occurred somewhere other than the property that
5 they control.

6 THE COURT: Well, let me ask it this way. I mean,
7 just because -- I walk my dog in my neighborhood a good
8 bit. And I walk my dogs with a leash only because the
9 little one will attack anything. Okay. But is it
10 negligence to have a dog in an unrestrained environment?

11 MR. WLODARCZYK: It's a dog owner's responsibility,
12 yes. There's a statute on that. An ordinance.

13 THE COURT: Okay.

14 MR. WLODARCZYK: That is a common law -- violation
15 of an ordinance or a statute negligence per se. A owner
16 has a duty -- and if you look in the cases that we've
17 cited, there's a discussion of a person who has property
18 and animals in South Carolina are personal property, you
19 don't get the emotional if they die. I had that come
20 up. They have a duty to control -- or they have a duty
21 to use the property in such a way that doesn't cause
22 harm to others.

23 THE COURT: Right.

24 MR. WLODARCZYK: So that's the whole idea. Is the
25 duty is to the person who has the control of the

1 property. In other words, if you're walking your dog
2 whether you choose to -- you can have the dog on a
3 leash. You let the dog get too close to somebody and it
4 attacks you or bites somebody because you chose to let
5 the dog get close to them, you still have an obligation
6 to make sure your property doesn't harm someone else.
7 And you have to act in a reasonable manner to do that.
8 And I certainly understand that.

9 In this situation, you don't have anybody who's
10 controlling the property. They keep referencing, well,
11 you're controlling the property, the land. But when
12 they talk about these discussions about controlling the
13 property of the dog and there's actually a discussion of
14 that in some of these instances when -- what your
15 obligations are.

16 So, again, you would have to find -- and I'm not
17 aware of any case in South Carolina on any issue, common
18 law or strict liability that says a nonowner of a dog
19 has a duty to make sure that the owner of the dog
20 restrains the dog on the property that they do own.
21 And, in fact, these strict liability cases, the dogs are
22 unrestrained. And they're saying you can know that, but
23 you're still not liable.

24 So if we go forward with this case, Your Honor is
25 going to have to tonight, I guess, come up or

1 Plaintiff's counsel come up with a case that says this
2 is what the nonowner's duties are under the common law.

3 And, of course, the strict liability is a lot
4 easier, you just have to determine whether or not
5 Mr. Jeffords or even Mr. Brooks exhibited any effort to
6 be really liable for this dog. You know, feeding,
7 caring, watering, stuff like that.

8 So the strict liability I think is more towards the
9 case as the common law. I'm not aware of any duty that
10 you can charge except to say, well, you know, you have a
11 duty to control. You know, it's not his dog. He wasn't
12 there at the time of the bite. He's only been there
13 twice on the property. Even Mr. Brooks wasn't there to
14 the best of his knowledge. You know, I'm not sure how
15 you charge it. Common law wise.

16 THE COURT: Yeah. I understand. I do understand
17 your argument. I just -- it irritates me when I walk in
18 the neighborhood and I've got an unrestrained dog
19 running around the neighborhood that I don't know what
20 it's like and all that kind of stuff.

21 MR. WLODARCZYK: It happens in my neighborhood too.
22 I understand. But the liability is with the owner. I
23 mean, unfortunately, the money is not with the owner in
24 this case and that's the rub.

25 THE COURT: Okay. All right. Thank you, sir.

1 MR. WLODARCZYK: I can email a proposed jury verdict
2 form. I just have the strict liability. I pulled it
3 off of another case. It was actually the *Clea* case.

4 THE COURT: Well, go ahead and email it to me so I
5 can look at it. All right. Go ahead, Mr. Williams. I
6 got plenty of time so we can go back and forth a little
7 bit longer.

8 MR. WILLIAMS: I just wanted to add on the record
9 that we're arguing this is a dangerous instrumentality
10 much like you -- the testimony is that they rented this
11 property to this woman with a -- this other piece of
12 property which is this dog which is a dangerous
13 instrumentality. You know, and I do think that's much
14 different than if this had been some other breed of dog
15 than a pit bull. But we've acknowledged that I'm
16 placing a pit bull which is a dangerous instrumentality
17 on this property. I think you owe a duty to ensure that
18 the ability to secure it effectively is met. And
19 especially when you have the kind of knowledge that
20 Mr. Brooks had of this particular situation. And as an
21 agent and as the relationship he's got with the
22 Defendant, I think it's certainly something for a jury
23 to decide.

24 THE COURT: Okay. All right.

25 MR. WLODARCZYK: That would be new facts. However,

1 we're just going to, you know, common knowledge stuff --

2 THE COURT: Yeah, you know. Okay.

3 MR. WLODARCZYK: I've had two dog bite cases
4 involving pit bulls. The vast majority of dog bites are
5 retrievers and mutts.

6 MS. WILLIAMS: That's not true. I can pull some
7 statistics to show you.

8 THE COURT: Yeah, I know. And it doesn't really
9 matter. I've got to decide what this case -- how this
10 case feels regardless of what the statistics are and
11 like that. Okay. Let me mull it over. Okay. Let me
12 see, do y'all have a separate verdict form that y'all --
13 not yet?

14 MS. WILLIAMS: Nodded.

15 THE COURT: That's okay.

16 MR. WLODARCZYK: I'll just circulate it.

17 THE COURT: Let them see it if you haven't seen it.

18 MR. WLODARCZYK: Mine just contains the two
19 questions of strict liability, control of the property,
20 and care and keeping. And actual damages because...

21 And the reason why I put control of the premises at
22 the time of the dog bite, that is referenced in one of
23 the two cases I attached. I can't remember if it's
24 *Nesbitt* -- or *Clea* or *Nesbitt* or what, but that's the
25 rational that the Court of Appeals used.

1 THE COURT: Okay. I'm trying to figure out question
2 two. If we've already -- if he was exercising control
3 over it, do you believe you still need to go into
4 question 6?

5 MR. WLODARCZYK: Well, Judge there's that -- I think
6 it's the -- I cited it in my brief. It's basically
7 where they say there's three -- basically under strict
8 liability statute there's three outcomes. One is that
9 the owner is strictly liable. One is that the nonowner
10 exercises control over the dog and it was in his care
11 and keeping. And then the third one is where they don't
12 exercise control of the premises and they didn't
13 exercise control in keeping. So I think it's actually a
14 two part control of the premises and then was it in the
15 care and keeping.

16 The statute only says care and keeping, but the
17 analysis of the statute says it's almost like a one, two
18 type thing. But it is in my brief.

19 THE COURT: I think you're going with the *Clea* case?

20 MR. WLODARCZYK: That might be it, Judge.

21 THE COURT: Yeah. "Third, a property owner is not
22 liable under the statute when he has no control over the
23 premises and provides no care and keeping of the dog."
24 So the reverse, the finding they have to make is that he
25 has control over the premises and has care and keeping

1 of the dog.

2 MR. WLODARCZYK: And I would note, I think that's --
3 it's further discussed in the *Bruce* case where the court
4 noted that while he exercised some control of the
5 property, he wasn't in control at the time. So it's in
6 the cases, Judge. I'm not sure if there's a right or
7 wrong, hard and fast rule on it. It could just be the
8 one, was the dog in the care and keeping -- that should
9 be care or keeping, not care of keeping. So I was
10 putting fires out, you know, while whipping out jury
11 charges and verdict forms this morning.

12 THE COURT: All right. Let me read this. Y'all
13 want to meet me here at 9? And if I decide something
14 sooner, I'll let y'all know just so you will know how
15 much to panic about. Okay.

16 MS. WILLIAMS: Okay.

17 THE COURT: All right.

18 MS. WILLIAMS: Thank you.

19 MR. WLODARCZYK: Thank you, Judge.

20 (Court was adjourned)

21

22

23

24

25

1 THE COURT: All right. I spent a while yesterday
2 evening thinking about what I was going to do regarding
3 your directed verdict motion. And the common law
4 negligence part of the action. To recover for common
5 law negligence in South Carolina, the injury -- for the
6 recovery against the landlord, injury has to occur in a
7 common area. The injury didn't occur in a common area.
8 Okay. And I don't know any way around that.

9 MR. WILLIAMS: Could I show you the jury charge that
10 we did draft with respect to that?

11 THE COURT: Sure. Yeah. I also need something,
12 David -- I mean, Mr. Williams, for you to show me
13 something, a case or something. You got something?

14 MR. WILLIAMS: So these are pulled out of the
15 various -- the charges. And I'm sure I can go back and
16 pull the cases they cite for these. But I believe that
17 this would be the theory by which -- these are two
18 separate theories by which the Defendant can be held
19 responsible under common law with respect to this
20 particular issue.

21 And I think it's a, you know, Judge, I'm not denying
22 that this is a matter of first impression. And I do
23 think that this would be something -- this is, you know,
24 one of those avenues nobody's taken to the court to
25 decide whether this approach. And like I told you

1 before, it's because of this unique set of circumstances
2 with an agent with a pit bull with the testimony that
3 they were attempting to keep people off this property.

4 And I would add, there is testimony this was a
5 common area of the people of this community were using
6 and at one point there were three homes owned by this
7 particular Defendant and it was known this was a common
8 area used to cross.

9 THE COURT: I understand that. But she wasn't
10 bitten in the common area.

11 MR. WILLIAMS: And, again, you know, I think the
12 issue is that the common area was allowed to be left
13 ungated and, therefore, the item put to keep people off
14 -- arguably keep people off that common area is what
15 attacked her. And it was a dangerous instrumentality
16 argument which I think goes directly towards an
17 addition. I think the first charge with the statute on
18 dogs at large, I think it can go under duty to protect
19 against criminal acts of third parties.

20 THE COURT: Okay. All right. And, Mr. Wlodarczyk,
21 any comments you want to make about it?

22 MR. WLODARCZYK: Well, first one, Your Honor, again,
23 this is not an invitee case. It's not licensee case.
24 Not a trespass case. It's not a social guest case. The
25 event took place on the Plaintiff's property.

1 THE COURT: On what?

2 MR. WLODARCZYK: On the Plaintiff's property. The
3 first charge. And I had an arson case in Richland
4 County I had a trial with Dick Hartpootlian and so I'm
5 fully aware of the undertaking and all that stuff. It
6 all relates to duties to -- duties of people on the
7 premises when they get injured. And the first one even
8 says invitee. An invitee is when you're on the premises
9 that's not the case here.

10 THE COURT: Well, if somebody -- just for sake of
11 argument though, if you're allowing people to trespass
12 across your property, aren't they entitled to some kind
13 of protection? I mean, if you're allowing people to
14 constantly walk across your property?

15 MR. WLODARCZYK: The testimony was, Mr. Jeffords
16 didn't know anybody was walking across the property.

17 THE COURT: I understand that. That was really not
18 my question though. But I understand what the testimony
19 was. But wouldn't that create a problem?

20 MR. WLODARCZYK: No.

21 THE COURT: You don't think so?

22 MR. WLODARCZYK: I mean, that's like saying someone
23 crosses your property, but the dog ran off, ran six
24 blocks away and bit somebody so you're liable.

25 THE COURT: Right.

1 MR. WLODARCZYK: I mean, it has to happen on the
2 property. This is -- everything is cited. Licensee,
3 invitee, duty of third party criminal acts, it either
4 goes to -- in researching it, it goes to apartment
5 complexes where people get burglarized and raped. An
6 apartment complex in Harbison where a lady was assaulted
7 during a path, that's the preeminent case. Or social
8 clubs where bouncers don't kick out people and they end
9 up killing somebody. And that's kind of the level of
10 cases here.

11 There's no facts about this. Everything that
12 Mr. Williams wants to introduce would be brand new law
13 under South Carolina with regard to duties. There's no
14 duty to warn. There is no duty, you know, again, the
15 injury did not happen on the premises. The premises was
16 not the cause of the injury. The dog was. And it
17 happened off the premises.

18 So we have to go with a general charge. I mean,
19 like you said, there's no landlord liability. And if
20 you say, okay, there's a common law duty, none of these
21 apply to a nonowner. There's no criminal act of a third
22 party. The violation that they're referencing letting
23 the dog run at large, that is -- goes to the owner or
24 keeper. And, again, there's no evidence that
25 Mr. Jeffords or Mr. Brooks were the owner of the keeper

1 of the dog. So the only person who violated it was Ms.
2 Padgett.

3 So, you know, she didn't do anything. She didn't
4 sic the dog on this person. She didn't raise the dog to
5 be a fighting dog. You know, the dog just bit somebody.
6 So, you know, I'm preserving everything for appeal. And
7 if Your Honor goes with these things, it's basically
8 brand new. I mean, it will be the first time ever
9 argued and I doubt the Supreme Court in those cases
10 would say, okay, we're going to basically make someone
11 liable under these circumstances.

12 THE COURT: Supreme Court overturns me on a regular
13 basis. So that does not bother me. (Laughter)

14 MR. WLODARCZYK: I understand, Judge.

15 THE COURT: No, I take your argument. And that's
16 not -- that is not my motivating factor. You can --
17 about whether I get overturned or not. That's their
18 job.

19 Anything in reply?

20 MR. WILLIAMS: Your Honor, I think there's plenty of
21 evidence that Mr. Brooks was the keeper of this dog. I
22 mean, the fundamental thing when you care for something
23 or keep something as you provide a place for it to -- a
24 habitat for it and he not only provided the home for the
25 dog, but also provided this runner. And I think the

1 statute applies where it is knowing criminal act to let
2 someone -- let a dog get large. And that's what he did.
3 And as the agent of the Defendant, I think the Defendant
4 is responsible for that behavior.

5 In addition, there's testimony that he came and
6 witnessed and saw that it was open and obvious what was
7 going on at his property. So I think it certainly meets
8 the requirement, you know, with respect to duties of
9 protection of criminal acts of third parties, I mean, I
10 think that's a misinterpretation. You know, we have
11 dram shop laws. Dram shop laws are to protect the
12 general public off that property.

13 And I do think that, generally speaking, the
14 testimony was that we put this fence up because we knew
15 -- that we knew that this problem people crossing our
16 property. And when you know or do nothing to stop it, I
17 think someone does become in essence an invitee.

18 THE COURT: Well, and, Mr. Williams, I do appreciate
19 your arguments. You have done a spectacular job of
20 working this case. Y'all have both done a spectacular
21 job. But what I'm going to do is I'm going to let you
22 put this as a proffer so your argument will be
23 preserved. I do not think that I am prepared to move
24 forward into a new area. Okay. I want you to put
25 everything on the record that you have so if you decide

1 to take it up, it's there for you to make the argument
2 that I should have done it. You know.

3 But to me, the common law negligence liability of a
4 landlord requires the injury be -- that the injury
5 happened on the landlord's premises. Because that's the
6 area that's insured, you know. If it's not -- if it
7 happens off the premises, you're never going to get
8 insurance money to begin with. I mean, it's not
9 covered.

10 And the other requirement in common law is that
11 there has to be some knowledge that the dog is vicious.
12 Now, it's a pit bull. Okay. And I think if it goes to
13 the jury, I think people are scared of pit bulls. But
14 the cases and what I see is usually there's been someone
15 bite -- the dog has bitten someone and people know about
16 it. There's nothing about this dog ever doing anything.

17 But the biggest problem is just for the landlord to
18 be negligent and be found negligent, the injury has to
19 occur in a common area where it's insured, I think. And
20 I don't see how you get around that.

21 So, I mean, I'm not going to do it. Okay. I'm
22 going to grant your motion as far as that's concerned.
23 And I'm going to note your objection on the record. And
24 if there's anything else you want to put on -- put in
25 the record, I'm happy for you to do that now.

1 MR. WILLIAMS: The only thing I would add would be
2 that the agent, Mr. Brooks, placed the daughter in the
3 house, the dog outside of the house because she had a
4 small child in the house. And I think that is certainly
5 evidence --

6 THE COURT: I think when -- on the verdict form
7 where you're going for the strict liability aspects of
8 it, you get to argue that. Okay. To the jury. Okay.

9 MR. WILLIAMS: Certainly.

10 THE COURT: Because I think that's the way -- if
11 you're going to recover anything they're going to have
12 to believe that. Okay. And they heard it.

13 I tell you one thing, you know what I'm enjoying
14 about this right now?

15 MR. WILLIAMS: What's that.

16 THE COURT: Is Ginny is giving you notes for a
17 while. (Laughter)

18 MR. WILLIAMS: I told opposing counsel well before
19 this got started, I'm relying on her to tell me what to
20 do.

21 THE COURT: I just don't think I can -- I'm not
22 prepared in this situation to go beyond what I see the
23 law is. So, I'm noting your objection to my failure to
24 treat this. I notice -- I note your objection that this
25 novel argument -- do you have a clean one of these?

1 MR. WILLIAMS: Yes, sir.

2 THE COURT: Okay. I want to make that --

3 MR. WILLIAMS: You want me to pass it up to madam
4 court reporter?

5 THE COURT: Yeah, if you don't mind. Make that a
6 Court's exhibit. This is a charge that I have -- I'm
7 not doing. You're objecting to me not doing that
8 charge. And -- for the reasons that you've stated. And
9 any others that you think of within ten days.

10 MR. WILLIAMS: Thank you.

11 THE COURT: All right. Now, you also filed -- did
12 y'all get -- apparently Mr. Wlodarczyk didn't have
13 anything to do while he was watching the game and he
14 filed a motion in limine concerning the closing
15 arguments?

16 MR. WLODARCZYK: I drafted it, yes, sir, Your Honor.
17 And I will say that that's not my -- I take no pride in
18 authorship as obviously this argument and the common
19 theme now across the state is like the new, so...

20 THE COURT: Just so you'll know, I'm not --
21 Mr. Williams and Ms. Williams have tried a good many
22 cases in front of me, I have not seen them use the
23 reptile approach, you know.

24 MR. WLODARCZYK: Actually, it was in the opening it
25 was broached about --

1 THE COURT: But that was me asking --

2 MR. WLODARCZYK: No. No. Ms. Williams' opening
3 statement she mentioned one of the things that she likes
4 about practicing here in Orangeburg is that the efforts
5 to protect the, you know, protect the town, citizens of
6 the town, et cetera. And that kind of goes -- and that
7 was just the opening. And so, you know, I can
8 anticipate saying, you know, and, again, all this is in
9 anticipation because you don't know what the closing
10 arguments are. But they seem to be making a lot of the
11 post remedial measures of the fence being installed to
12 somehow protect people from crossing over the property.
13 And I anticipate they may try to argue the dog was
14 somehow used as a protective measure even though there's
15 no evidence of that. And somehow a verdict should
16 protect, you know, should be in place for protection
17 instead of what this case is about. And the case is
18 about the Plaintiff being bitten on the property. But
19 I'm just making it for the record and I understand
20 whatever --

21 THE COURT: From one thing, the Plaintiff has to
22 open in full. Okay. He can't do golden rule arguments
23 or anything like that. I don't, you know -- I don't
24 anticipate anything. But, Mr. Williams, you tell me
25 what --

1 MR. WILLIAMS: Judge, I can honest say I've never
2 taken a reptile class. I wouldn't know all the elements
3 of what is the reptile system. But if opposing counsel
4 wants to make some contemporaneous objection, we can
5 handle it if he wants to do that during closing. I've
6 never seen that work very well for anybody.

7 But what I do want to make sure we're clear on is
8 there is still a punitive argument. And I have the
9 right up until you see the verdict form to waive that
10 punitive argument -- or that punitive to the jury.

11 THE COURT: On a strict liability case, how do you
12 get the punitives?

13 MR. WILLIAMS: Negligence per se, Your Honor. I
14 mean, that's a violation of the statute.

15 MR. WLODARCZYK: We agree with that, Judge.

16 THE COURT: Huh?

17 MR. WLODARCZYK: You can't have the statute and then
18 say the violation of the statute just doesn't provide
19 for damages or negligence per se. And the case law is
20 there about that one. Obviously, the Supreme Court
21 didn't address that they said we don't need to get to
22 whether punitives are allowed in dog bite cases because
23 we're going to dismiss punitives on the other issues.

24 MR. WILLIAMS: But I don't see a case that says you
25 can't have punitives on a statutory violation when it

1 asks for liability. I don't think that's the purpose of
2 a strict liability statute is to avoid punitives.

3 MR. WLODARCZYK: The cases were cited in the brief,
4 Judge.

5 THE COURT: All right.

6 MR. WILLIAMS: And also a violation of the dog at
7 large statute, Your Honor.

8 THE COURT: No, I understand that those are
9 violations of statutes, you know. You don't happen to
10 have the case? Because my understanding in a strict
11 liability, you were just liable, you know.

12 MR. WILLIAMS: And the statute that is separate and
13 distinct which I also think goes towards in addition to,
14 I guess, if you want to try to couple it with some
15 strict liability or Pla's strict liability which is also
16 a negligence standard, I think, or gross negligence
17 standard is Section 47-3-50 allowing dogs and cats to
18 run at large.

19 THE COURT: Yeah, I've got that.

20 MR. WILLIAMS: Which is a misdemeanor. And there's
21 plenty of case law that says a violation of statute is
22 enough evidence to allow punitive damages to be
23 considered by the jury.

24 MR. WLODARCZYK: Except that goes back to creating a
25 common law cause of action. Because that's what

1 negligence per se is. Is negligence is the duty and the
2 breach is per se breach because of a violation of the
3 statute. So it takes it out of strict liability and
4 puts it back in the common law. Which, again, when
5 you're dealing with a landlord, a common law there was
6 no liability for a landlord except for the exception of
7 the RLTA.

8 MR. WILLIAMS: And my argument, Your Honor, not to
9 be back and forth, I know I'm --

10 THE COURT: No, you --

11 MR. WILLIAMS: That's more reason why to charge this
12 jury on negligence and gross negligence is 47-30-50
13 (verbatim) is a statute that creates duties and -- that
14 were breached for you not to let your dogs run. Or
15 other keeper. And we're arguing he is a keeper of this
16 dog.

17 THE COURT: No, I understand.

18 MR. WILLIAMS: Can I just say one other thing,
19 Judge?

20 THE COURT: Go ahead.

21 MR. WILLIAMS: I'm scattered brained, you know that
22 about me. I would think this is our best argument for
23 having the jury charged on negligence and gross
24 negligence. Particularly the statute 47-30-50
25 (verbatim).

1 THE COURT: Okay. All right. Mr. Wlodarczyk,
2 you're relying on the *Nesbitt* case, aren't you?

3 MR. WLODARCZYK: For what proposition, Your Honor?

4 THE COURT: About -- for the proposition that you
5 can't argue punitives.

6 MR. WLODARCZYK: Well, *Nesbitt* -- the *Nesbitt* case
7 had the opportunity to address whether you can get
8 punitive damages under the strict dog bite case. It
9 said we're not reaching that issue. Because there was
10 no evidence of willful, wanton, or malicious conduct.

11 THE COURT: Right.

12 MR. WLODARCZYK: So my argument is, one, based on
13 the other strict liability cases that -- or strict
14 liability statutes which talk about how you determine
15 what damages are allowed under the statute.

16 South Carolina has a products liability statute
17 which basically says you're entitled to recover physical
18 harm. And the Supreme Court has said that interprets it
19 being as actual damages because punitive damages are not
20 to compensate you for your harm is to punish and prevent
21 future conduct. The dog bite statute basically says
22 you're recovered. The owner or the person in care and
23 keeping is responsible for the damages from the bite.

24 And that again, intimates your physical pain,
25 suffering, injuries, et cetera. There's nothing in

1 there that would intimate that you're allowed to recover
2 punitive damages under the statute because there's
3 nothing to indicate that, you know, you're allowed to
4 punish or prevent future conduct.

5 So we would argue, one, statute which would be a
6 novel. It's going to be a novel interpretation of the
7 statute. Or, two, you don't even have to get to that
8 issue because there's no evidence of willful, wanton, or
9 malicious conduct. Just like the court found in the
10 *Nesbitt* case where, I think that's why they bypass the
11 issue. So you basically have two grounds that you can
12 fight that on.

13 THE COURT: One of the things that the *Nesbitt* case
14 does say, says "that the uncontradicted evidence reveals
15 that a dog's enclosed in a fenced in backyard at the
16 time of the incident were enclosed. And there's no
17 evidence that they were ever allowed to roam freely."
18 Okay.

19 MR. WLODARCZYK: Uh-huh.

20 THE COURT: So this addresses the problem that I was
21 talking about yesterday about people allowed -- allowing
22 their dogs to just roam freely. Not just any dogs, but
23 -- I mean, not just pit bulls or vicious dogs, just
24 allowing dogs to roam freely.

25 MR. WLODARCZYK: Yes, sir.

1 THE COURT: And they didn't address that because
2 that was not the situation there.

3 MR. WLODARCZYK: I understood.

4 THE COURT: Here, obviously the dog was allowed to
5 roam freely.

6 MR. WLODARCZYK: Right.

7 THE COURT: So, I'm going to let you argue that.
8 Okay.

9 MR. WILLIAMS: Thank you, Your Honor.

10 THE COURT: I'm going to let you -- I'm noting your
11 objection to that so that's going to be preserved.

12 MR. WLODARCZYK: For punitive damages?

13 THE COURT: Yes, sir.

14 MR. WLODARCZYK: Okay.

15 THE COURT: So I'll note your objection to that.
16 Anything you -- else you want to tell me about why
17 that's wrong, please let me know.

18 MR. WLODARCZYK: I will just rely on the brief that
19 we submitted.

20 THE COURT: No, but I mean to me, there's a problem
21 with the owner or keeper of the dog allowing any dog to
22 roam freely. That's one of the things that just -- of
23 course, that's near and dear to my heart, so I'm not
24 trying to make this a near and dear to my heart case.

25 MR. WLODARCZYK: I guess the problem I'm trying to

1 figure out what the jury is going to understand is they
2 keep arguing that somehow Mr. Brooks knew the dog ran
3 loose. But that doesn't make you a keeper under the
4 cases that we presented.

5 THE COURT: I understand. You get to argue that his
6 agent didn't do it that he didn't know anything about
7 it. That was testimony too.

8 MR. WLODARCZYK: Okay.

9 THE COURT: I mean, it's two sides arguing different
10 things. I mean, that's what you're going to tell them.
11 I'm going to find out what they find. And then y'all
12 are going to make motions whoever, you know, and we'll
13 go from there. But, I mean, because the only way he's
14 going to be liable is if the jury believes that Mr. --

15 MR. WLODARCZYK: Brooks was the keeper.

16 THE COURT: Yeah, was his agent too.

17 MR. WLODARCZYK: And acting within the scope of his
18 agency.

19 THE COURT: Right.

20 MR. WLODARCZYK: I understand.

21 THE COURT: But just aside from that, the fact that
22 *Nesbitt* leaves the door open when I read it, you know --

23 MR. WLODARCZYK: As to factual issues. But there's
24 still the issue about whether or not the statute
25 provides punitive damages when it doesn't specifically

1 provide for punitive damages.

2 THE COURT: No, I understand that. I understand
3 that.

4 MR. WLODARCZYK: So can we get a ruling on you're
5 saying in your opinion the statute does provide for
6 punitive damages just to preserve the record?

7 THE COURT: Oh, yeah, you can get that. Only
8 because I think this addresses whether somebody --
9 because they said there's no evidence that they were
10 ever allowed to roam freely. I think that's a problem.
11 I think that's a problem in our society. I think the
12 owners -- I think the owners shouldn't allow dogs -- I
13 think you should be punished for that, you know. I mean
14 --

15 MR. WLODARCZYK: I agree. Owner should.

16 THE COURT: Yeah. But it says owners and keepers.
17 I mean, your whole argument, he doesn't have anything to
18 do with it.

19 MR. WLODARCZYK: I understand.

20 THE COURT: You know. And --

21 MR. WLODARCZYK: So we're going to have a charge on
22 strict liability and a charge on punitive damages?

23 THE COURT: Yes.

24 MR. WLODARCZYK: And no common law?

25 THE COURT: No common law.

1 MR. WLODARCZYK: Okay. All right, Judge.

2 MR. WILLIAMS: Judge, just with my objection.

3 THE COURT: You don't want me to charge the
4 punitive?

5 MR. WILLIAMS: Sir?

6 THE COURT: You're objecting to my ruling that you
7 can charge punitive?

8 MR. WILLIAMS: No, I'm just merely stating over my
9 objection that common law negligence principal should be
10 charged.

11 THE COURT: Yeah. Mr. Williams, I think it's clear
12 on the record that I didn't do with that. So, but I
13 understand we need to preserve it.

14 MR. WILLIAMS: Judge, I didn't set the -- I feel bad
15 for whoever's cold reading this because I started all
16 over the place and then went all over the place. But I
17 just want to make sure you understand that I believe
18 that my strongest argument for negligence charges is
19 this statute, 47-3-50.

20 THE COURT: Well, I think -- yeah. Well, I think
21 that's your strongest argument for some kind of punitive
22 damages. I don't -- because the bite did not occur on
23 the common area that the landlord owns, I don't think
24 you can go against the landlord.

25 Now, do not get me wrong. I mean, if it was on the

1 sidewalk next to it, he still wouldn't be liable under
2 the law, you know. But the dog doesn't know where the
3 property line is. That's why I think that you can --
4 I'm allowing you to go forward on punitives. Okay.

5 Now, whether the jury is going -- whether the jury
6 is going to believe that Mr. Brooks is the agent, that's
7 a whole another ball game, you know. They're going to
8 have to believe that Mr. Brooks is the agent of
9 Mr. Jeffords.

10 MR. WILLIAMS: And I don't disagree with any of
11 that. And I don't want to keep arguing or putting more
12 things on the record. I don't want to bother you,
13 Judge.

14 THE COURT: Oh, no, you're not bothering me. We got
15 time.

16 MR. WILLIAMS: I just think the only issue I've got
17 is we're applying a standard that involves a fenced in
18 area controlled by various people to someone that knew
19 or should have known that the dog was running at large.
20 And I think that's a big difference in, you know, like I
21 said yesterday, I mean, these facts are just so
22 distinguishable from these cases that have been handled
23 on dog bites and I just, you know. But I'm not sitting
24 here trying to -- I've been all over the place with you.
25 I apologize.

1 THE COURT: No, that's okay. What else,
2 Mr. Wlodarczyk?

3 MR. WLODARCZYK: Just procedurally, Judge. I have
4 no witnesses, but I know I need to put in my -- I have
5 no witnesses, motion for a directed verdict which I just
6 have a brief and if you want -- I don't know if we need
7 the jury in, we can just go back on the record for the
8 purpose of the trial I can say I have no witnesses and
9 then re-move for my directed verdict with my motion just
10 make it a part of the record and you can deny it the
11 same reason. It's the exact same motion.

12 THE COURT: Well, one part of it.

13 MR. WLODARCZYK: Exactly. What your previous ruling
14 is. Because it's the exact same motion, so, I think we
15 fully argued that. If you want to just do that, Judge.

16 THE COURT: All right. Okay. I think you've done
17 that. Do you think we need to make it clearer on the
18 record?

19 MR. WLODARCZYK: I think we have to officially, do I
20 have any witnesses, it's back on the defense case --

21 THE COURT: We'll do that. And it's okay not bring
22 the jury out and bring them back.

23 MR. WLODARCZYK: That's fine.

24 THE COURT: All right.

25 MR. WILLIAMS: Well, my only -- my only concern is

1 this jury doesn't understand this process. I want to
2 make sure they understood that they had a right to call
3 witnesses, they rested their case. As long as you can
4 explain that to them and they don't have to come out and
5 do that and then go back and then do this. But just at
6 some point before we do closing arguments I just think
7 they need to know so everybody understands. I don't
8 want these 12 people thinking that if I ever get sued I
9 don't have a right to present a witness in my favor, you
10 know.

11 THE COURT: Okay. I'll bring them out. I'll
12 explain to them what happened. Okay. All right.
13 Anything else?

14 MR. WLODARCZYK: I'll just make my motion -- or
15 submit my motion for the court reporter.

16 THE COURT: All right.

17 MR. WLODARCZYK: And it's the exact same one except
18 it says conclusion of the case, Judge.

19 THE COURT: Oh, yeah. As a matter of fact, you
20 mentioned that earlier.

21 MR. WLODARCZYK: Yes, sir.

22 THE COURT: Okay. All right. And, Mr. Wlodarczyk,
23 the Defense is not putting up any witnesses; is that
24 correct?

25 MR. WLODARCZYK: That's correct, Your Honor.

1 THE COURT: So the Defense is resting and you're
2 letting your memorandum as to closing suffice for any
3 further arguments on it?

4 MR. WLODARCZYK: Correct, Your Honor.

5 THE COURT: And that directed verdict motion is
6 granted in part and denied in part.

7 MR. WLODARCZYK: Thank you, Judge.

8 THE COURT: And I think you've noted all your
9 objections to my rulings that I did not grant?

10 MR. WLODARCZYK: Correct.

11 THE COURT: Okay. So --

12 MR. WLODARCZYK: I think we just need to figure out
13 the charges between the two.

14 THE COURT: Yeah, we need to -- have you sent them?
15 Okay. All right. Y'all want to just go back in
16 chambers just for a minute and let's go over the
17 charges?

18 MR. WLODARCZYK: Sure.

19 MR. WILLIAMS: Sure.

20 (WHEREUPON, Court's Exhibit Number 2 and Defendant's
21 Exhibit Number 2 were marked and entered)

22 (Off the record)

23 THE COURT: Is the Plaintiff ready?

24 MS. WILLIAMS: Yes, Your Honor.

25 THE COURT: Okay. Open in full. Yes, ma'am.

1 MS. WILLIAMS: Yep.

2 THE COURT: Is the Defense ready?

3 MR. WLODARCZYK: Yes, Your Honor.

4 THE COURT: Okay. And, just for the record, we've
5 gone over the jury charges in the room and the verdict
6 form and the charges and verdict form are okay subject
7 to the objections y'all both made about what I was --
8 what we were going for; is that correct?

9 MS. WILLIAMS: Yes, Your Honor.

10 MR. WLODARCZYK: Yes, Your Honor.

11 THE COURT: Okay. If you would bring the jury on
12 out, please, ma'am.

13 MS. JAMISON: Yes, Your Honor.

14 THE COURT: Thank you, ma'am.

15 (WHEREUPON, the jury entered the courtroom)

16 THE COURT: Good morning, ladies and gentlemen. And
17 I hope y'all had a good evening. Normally when you come
18 back, you know, yesterday we heard the Plaintiff call
19 four witnesses and you heard testimony from four
20 witnesses. Okay. Today what would normally happen is
21 that if -- that if the Defendant wanted to call any
22 witnesses they could call some witnesses today.

23 But one of the things we were doing while we were
24 waiting we're having some discussion about whether the
25 Defense was going to call any witnesses. As you may

1 recall, Mr. Jeffords testified yesterday. The Defendant
2 has chosen not to call any other witnesses in this case.
3 And they have rested.

4 So what's going to happen now is we're getting ready
5 to do closing arguments. And the way we proceed today
6 is, the Plaintiff will have an opening -- closing
7 argument. The Defendant will respond. And then the
8 Plaintiff will get to respond to anything that the
9 Defendant said. Okay.

10 After that, we're going to just take a short break
11 just so I can go over my charge on the law to y'all
12 before -- and I want y'all to be happy and expectant,
13 I've got to go over the charge of the law after all that
14 and I've just got to go over that briefly with the
15 attorneys before I give it to you. Okay. Before I read
16 it to you.

17 So, is the Plaintiff ready to go?

18 MS. WILLIAMS: Yes, Your Honor.

19 THE COURT: All right. Thank you, ma'am.

20 MS. WILLIAMS: May it please the Court?

21 THE COURT: Yes, ma'am.

22 CLOSING ARGUMENT BY MS. WILLIAMS:

23 MS. WILLIAMS: Good morning. We have come to the
24 point in the trial, you have heard all of the testimony
25 and now it's time for you to make a decision. Is the

1 Defendant, Mr. Jeffords, responsible for the dog bite
2 that Ms. Stroman suffered?

3 Remember we talked about the scales and the Judge
4 talked about the scales. Have we tipped those skills in
5 favor of Ms. Stroman to prove our case? Have we nosed
6 the football over that 50 yard line in proving our case?
7 And if we have, you will hear from the Judge, you must
8 render a full and fair verdict for Ms. Stroman.

9 But first, let's take a look at the testimony that
10 we've heard. When I spoke to you at the beginning of
11 the trial, I talked a lot about holding people
12 accountable who have the power, the control, and the
13 resources. And to understand who has those three
14 things, and thus the responsibilities that come from
15 that power, control, and resources, we have to
16 understand the relationship between Mr. Jeffords and
17 Mr. Brooks.

18 Let's talk about what we heard. Based on
19 Ms. Padgett's testimony, who was the tenant that lived
20 on Mr. Jeffords's property, there was no doubt in her
21 mind that her dad was the one responsible for the
22 property and that he was acting on behalf of
23 Mr. Jeffords. She relayed any problems she had with the
24 property to her dad. With the expectation and the
25 actual reality that her dad handled those problems. She

1 knew her father to be the one that maintained and
2 monitored the property. She perceived him in being
3 Mr. Jeffords's representative. She knew that if there
4 was anything on the property, she first went to her dad.

5 Her perception of their relationship is very
6 important. And you will hear the Judge give you an
7 instruction about that. It is very important how she
8 perceived Mr. Brooks and Mr. Jeffords's relationship to
9 understand what responsibilities Mr. Jeffords and
10 Mr. Brooks shared. And how they were accountable for
11 each other's actions.

12 Let's move to Mr. Brooks. Ms. Padgett's father.
13 And what we would submit to you, Mr. Jeffords's agent.
14 What did he tell us about his relationship with
15 Mr. Jeffords? We learned that he had secured several
16 tenants for that property on Gospel Hill Court. I think
17 it was three separate tenants that lived in that
18 property because of Mr. Brooks.

19 He voluntarily testified that he took care of and
20 monitored the property. He took ownership of that
21 responsibility. He had Mr. Jeffords's bank deposit
22 slips to pay the rent. He was the signatory on
23 Mr. Jeffords's bank account. He could spend money on
24 behalf of Mr. Jeffords and he did that to take care of
25 Mr. Jeffords's properties. He agreed and recognized

1 that Mr. Jeffords gave him the authority to monitor,
2 maintain, and oversee that Gospel Hill Court property
3 while his daughter lived there and he acted on that
4 belief. He took steps and fulfilment of his
5 understanding of his relationship with Mr. Jeffords.

6 Again, as you will hear from the Judge in his
7 instructions to you, that is very important,
8 Mr. Brooks's perception of his relationship with
9 Mr. Jeffords. It's very important to understand that,
10 to understand what that relationship was, and what the
11 duties that came along with that relationship and how
12 the consequences flowed between Mr. Jeffords and
13 Mr. Brooks because of that relationship.

14 Now, let's talk about what we heard from
15 Mr. Jeffords. While Mr. Jeffords wanted to wash his
16 hands clean of any sort of formal relationship with
17 Mr. Brooks, he could not deny that Mr. Brooks had an
18 active role in the Gospel Hill Court property while his
19 daughter lived there -- while Ms. Padgett lived there.
20 He knew Mr. Brooks was overseeing and taking care of
21 that property. He wanted Mr. Brooks to do so. And he
22 acted on that intend by allowing Mr. Brooks the
23 financial means to take care of the property.

24 Mr. Jeffords relied on Mr. Brooks to care for the
25 property to the point he never really went by there,

1 according to his testimony, the entire time that Ms.
2 Padgett lived there. Mr. Jeffords did nothing to
3 intervene or overrule how Mr. Brooks handled the
4 property.

5 And Mr. Jeffords told you they had a bank account
6 that they shared. And that was created for the purpose
7 of taking care of property in an effort to sell
8 anything. Which is exactly what Mr. Brooks was doing.
9 Mr. Brooks had full access to that account and allowed
10 to act on behalf of Mr. Jeffords through that account.

11 Now, again, this is all very important for you to
12 understand this relationship as you'll hear from the
13 Judge when he explains the law to you. And how that
14 relationship again created responsibilities between the
15 two of the men and connected them to the consequences of
16 both of their actions. And connected Mr. Jeffords to
17 what Mr. Brooks knew and how he handled the property.

18 So let's go to that point. What did Mr. Brooks know
19 about the property and what did he do? Or did not do in
20 handling that property. He knew his daughter had a pit
21 bull from day one when she moved into that property. He
22 knew that she kept the dog outside, regularly. And he
23 knew that she did that because she had a baby inside the
24 house. He knew the dog had a runner in the backyard.

25 Now, let's stop and think about these two points for

1 a minute. What does this mean? Why did she move the
2 dog outside? Why did she need a runner? I submit to
3 you it is because the dog was a pit bull and she knew
4 that the dog needed to be restrained and her dad knew
5 that it was a pit bull and what kind of a dog a bit bull
6 is. They didn't want that kind of dog around the baby
7 and they knew the dog had to be restrained because of
8 its nature.

9 They didn't come right out and say this to y'all in
10 testimony. But you need to understand the motivations
11 of people and why they testify as to what they do. But
12 if you think about the common sense of why you take a
13 pit bull out of a home when you have a baby, it starts
14 to make sense. And why do you provide a runner for that
15 dog.

16 But what did Mr. Brooks do? He provided a home for
17 the dog. A doghouse. What is one of the first things
18 we do when we have a child and we care and we keep that
19 child? We provide a home for that child. A place for
20 -- and that's what Mr. Brooks did with this dog. He
21 provided a place for this dog to be. And he knew there
22 was a runner. He knew that the dog was there on the
23 property. He made the decision, Mr. Brooks, as the one
24 taking care of the property on Mr. Jeffords's behalf to
25 keep the dog on the property, to care for the dog on the

1 property, to provide a home for the dog on the property,
2 and he created a space for the pit bull to live and out
3 of the reach of a baby. Think about that.

4 There is another issue that Mr. Jeffords and
5 Mr. Brooks both recognized in their testimony, but they
6 do not want you to focus on it because it is so telling
7 of their knowledge and intentions at the Gospel Hill
8 Court property. Mr. Jeffords told you that there was a
9 break-in in that neighborhood. And right after that
10 break-in, what did he do? He put an ADT system in the
11 home. And it was so important for him to have that ADT
12 system at the home, he paid for it himself. He didn't
13 want the tenants responsible for it. He wanted the ADT
14 system at the home.

15 Mr. Jeffords and Mr. Brooks both recognized also in
16 their testimony that they knew there was a problem with
17 people using the Gospel Hill Court property to cut
18 through. Y'all heard testimony about that. That some
19 people going across the yard. Some of even kids going
20 back and forth to a bus stop. So what did they do?
21 First they allowed a pit bull to live there and then
22 what did they do? They put up a fence. Did you hear
23 why they said they put up a fence? To keep people out.
24 Yet they still let the pit bull stay. Why? Why let the
25 dog stay? Why build a fence? I think they did it with

1 intention to protect the Gospel Hill Court property.
2 The two of them. With definitive measures. A pit bull
3 and a fence.

4 But now Mr. Jeffords despite these actions and all
5 of the actions of Mr. Brooks, his agent, is trying to
6 wash his hands of any and all responsibilities. The one
7 who has and you heard him, he can control this property.
8 He has the financial means to control this property.
9 And he has the power to control this property. But he
10 didn't do that.

11 The Judge is going to read to you two laws that we
12 have in South Carolina. And I want to talk about those
13 briefly and why those two laws are very important in
14 this case.

15 First one is Section 47-3-50 these are laws that our
16 elective officials have decided need to be on the books.
17 Section 47-3-50 says, "It is unlawful for any dog or cat
18 owner or other keeper of a dog or cat to allow this dog
19 to run at large off of property owned, rented, or
20 controlled by him." Need you to understand that
21 statute. And understand that we believe Mr. Brooks was
22 another keeper. And because of his relationship with
23 Mr. Jeffords, he is as well. That they allowed this
24 dog, not even talking about it has to be a pit bull, but
25 they allowed a pit bull to run at large in a

1 neighborhood where there's children walking to the bus.

2 The other law in South Carolina that you'll hear
3 about from the Judge is what requires absolute
4 responsibility for a dog bite. You don't think about
5 anything else, what they knew about the dog, where the
6 dog was, anything. Absolute responsibility. And,
7 again, it goes back to -- that law goes back to the
8 person that owns or otherwise cares and keeps that dog
9 is absolutely responsible for what that dog does when he
10 attacks somebody else.

11 Because our position that because of the
12 relationship between Mr. Jeffords and Mr. Brooks,
13 because of what Mr. Brooks did and did not do with
14 regards to this pit bull, allowing it to run at large.
15 Providing it a place to stay. Then allowing it to run
16 at large. That they were keepers of this dog. And
17 because of that, they are strictly responsible for the
18 dog bite that Ms. Stroman suffered.

19 Now, what -- if you agree with us, if we have tipped
20 that scale ever so slightly in favor of Ms. Stroman or
21 nose that ball over the 50 yard line, if you agree with
22 us, what are you supposed to do? The only thing you can
23 do is award damages. Award money. And the Judge is
24 going to tell you about different things that you can
25 award money for. And I want to go over that briefly

1 with you and help to give you tools if you come to that
2 conclusion that she should be awarded money.

3 You can pay for past medical expenses. And you will
4 have in the jury room with you that chart that Ms.
5 Stroman talked about and all the places she had to go to
6 the hospital four times, the EMS, the doctor for the
7 scar revision. You'll have all that and that was around
8 \$17,000. You can award that.

9 You can also award what you think is reasonable
10 future care that she might need. She testified she went
11 to a doctor and asked if there's anything she could do
12 to help that scar look better. And he told her, yes.
13 You can award her, compensate her for what she needs to
14 go forward with that.

15 You can award pain and suffering. She testified
16 that she was shocked at first, didn't feel pain right
17 away. But shortly thereafter with the swelling, the
18 pain from the dog bite was real and that it lasted one
19 to two months. You can award her for that pain and
20 suffering.

21 You can award her for the mental, emotional anguish
22 that this event has caused to her. And can be expected
23 to cause to her in the future. She talked about how she
24 feels about dogs now. She talked about that moment when
25 the dog was growling at her. And the leaves were

1 rustling when the dog was chasing her. The emotional
2 and mental things that she is experiencing with that.
3 And the thought that if the dog had been able to take
4 her down how much worse it would have been. You can
5 award her compensation for those types of injuries.

6 You can award her for the loss of enjoyment of her
7 life. She had a one-year old child at home. She's
8 right-handed and couldn't take care of him. She also
9 lost her job. A good job. Potential permanent job at
10 Amazon making \$12.50 an hour. But because she couldn't
11 go back to work because of what she had to do for that
12 wound, she lost that job.

13 Now, you haven't heard anything from the Defense
14 about her injuries. They don't seem to be disputing
15 that she was injured and the things that she have said
16 or the consequence of those bite are true and accurate.
17 You haven't heard anything about that. So I ask you to
18 keep paying attention to if you do hear anything about
19 that.

20 When we talk about how do you -- again, I've given
21 you things that you can consider awarding for her, but
22 how do you actually practically do that? And it's up to
23 y'all. It is absolutely up to your decision. The 12 of
24 y'all working together to come to that conclusion. But
25 if I can, I would like to suggest a few things that you

1 can consider in coming up with those numbers.

2 If you'll take a look at this here. In
3 Ms. Stroman's testimony, she talked about the timeframe,
4 she did not know she had rabies which is a pretty scary
5 thought. She didn't know the final determination about
6 her rabies until she got that last round of shots at the
7 hospital which was around 15 or 16 days. In 16 days,
8 that's 384 hours. And break it down like that and you
9 can award an amount per hour. What do you think that's
10 worth, the fear of not knowing you had rabies or not for
11 384 hours. Is it \$100 an hour? What would you accept
12 to have that fear in your life? Is it \$200 an hour?
13 Whatever -- is it less than that? That's a tool you can
14 use to help come up with a way to compensate Ms. Stroman
15 for her lack of knowledge about whether or not she had
16 rabies.

17 Then she talked about the period of time she
18 suffered pain from the shots and the healing. Her
19 testimony was one to two months that bothered her. She
20 couldn't perform normally at the home. The swelling.
21 The oozing on her pillow. Those sorts of things. That
22 breaks down to 30 to 60 days. Whatever you accept as a
23 reasonable -- her testimony to be. Is that worth \$100 a
24 day? That pain and the suffering. The healing process.
25 200? 500? Less? That's up to you.

1 And then she talked about the scar that is on her
2 arm. And here we are five years later. Because it
3 hasn't gone away yet. Doesn't look like it's ever going
4 away. She's got one on the top of her arm and the
5 underside of her arm. She's 32-years old. What is that
6 like to live with a scar that you didn't create and you
7 have to explain to people what that scar is? Hide it if
8 you don't want folks to show it. What is that worth?

9 Well, at age 32, and I put the wrong age in here,
10 but the Judge will explain to you what the law --
11 there's actually a law in South Carolina that predicts
12 or estimates how long somebody will live based on their
13 age. Whether you're male or female. So under South
14 Carolina law, I have the age 27 up here. And I did that
15 because that's when the injury occurred. She was 27
16 when the injury occurred. And at the time she was 27,
17 according to the law in South Carolina, she's expected
18 to live 50.62 more years. That breaks down to 18,746
19 days. It's another way you can look at it and apply an
20 amount to each of those days living with this scar.

21 The Judge is going to give you the instruction on
22 her life expectancy from today which is she's 32-years
23 old today. And that is not that much less, about 18,115
24 days. He's giving you that, again, as a tool to help
25 determine what her damages are in this case.

1 We also suggest to you because of these statutory
2 violations that we believe the Defendant is responsible
3 for and he is subject to what are called punitive
4 damages. These damages that I've just talked about are
5 the pain and suffering, mental, emotional anguish, all
6 that type of stuff, that's just to compensate Ms.
7 Stroman for what she's gone through.

8 South Carolina law also allows punitive damages.
9 It's to punish the Defendant. You'll hear the Judge
10 talk a little bit more about that and you'll have to
11 consider that in awarding your damages as well.

12 You will hear from the Defense here shortly in their
13 closing, I ask that you pay attention, pay attention to
14 the issues that they focus on and why they're focussing
15 on those issues. Is it to accept responsibility? Or is
16 it to wash their hands of anything to do with this?
17 Even though they had the power, the control, and the
18 resources to do so. And after you hear from the
19 Defense, you'll get to hear from us again in response.
20 Thank you.

21 THE COURT: Thank you, Ms. Williams.
22 Mr. Wlodarczyk?

23 MR. WLODARCZYK: May it please the Court?

24 THE COURT: Yes, sir.

25 CLOSING ARGUMENT BY MR. WLODARCZYK:

1 MR. WLODARCZYK: Good morning, ladies and gentlemen.
2 I appreciate y'all being so patient with us this
3 morning. I appreciate y'all paying attention to this
4 case. I'm kind of a little bit less formal on these
5 things. I've been doing this for awhile and I just kind
6 of like to talk to juries because that's really what
7 this is. This is not paying for me to talk to you about
8 what I think was heard or what the testimony was or what
9 the law is. The Judge is going to tell you about the
10 law.

11 Folks, there's one person who's responsible for the
12 Plaintiff getting bit and that's Ms. Payten Padgett.
13 She's a big part of this case, but she's not anymore.
14 That's it. She got up there and testified. It's my
15 dog. I was responsible for taking care of the dog. I
16 was responsible for putting the dog on the runner. I
17 was responsible for feeding the dog. I was responsible
18 for the vet bills. I was responsible.

19 Now, if this dog, dangerous and a pit bull and there
20 are so many concerns that they had a runner installed,
21 she testified she didn't put the dog on a runner. No
22 problems with the dog before this incident. The
23 Plaintiff didn't even know who the dog owner was. Even
24 though the dog was right behind her house in the
25 doghouse. Running free, apparently. Didn't even know

1 the dog was there. No issues from 2011 until the dog
2 bite in December of 2012.

3 Is that all anybody of responsibility because she
4 got bit because she didn't know? No. But this is a
5 strict liability claim. This is a strict liability
6 statute. The State has come up and said, look, dog
7 owners are responsible.

8 Now, there's also the provision that the Plaintiff's
9 relying on which is a person whose dog is in the care
10 and keeping of someone else can be held responsible as
11 well. And I'm telling you this is not the case that
12 that statute was designed for.

13 The Judge is going to read off a law to you. And
14 one of the things that he's going to read and you'll
15 hear it word for word because we've all received a copy
16 of the charges, is that the phrase "care or keeping
17 requires that the other person," in this case they're
18 talking about Mr. Brooks and Mr. Jeffords, "act in a
19 manner which manifests an acceptance of responsibility
20 for the care or keeping of the dog."

21 You have heard Mr. Brooks testify. He didn't take
22 care of the dog. He didn't feed the dog. He didn't pay
23 the vet bills for the dog. He didn't water the dog. He
24 didn't walk the dog. The one thing that apparently he
25 did for his daughter which he said he was doing for his

1 daughter and not as a representative of Mr. Jeffords in
2 maintaining the property was he can't remember it and
3 Ms. Padgett testified that he gave her a doghouse. Does
4 providing your daughter a doghouse make you liable
5 forever because your daughter doesn't take care of the
6 dog the way she's supposed to? No.

7 Now, if Mr. Jeffords or Mr. Brooks was over at that
8 property, decided to take the dog for a walk, the dog
9 bit someone, the dog would be in his care or keeping.
10 If Ms. Padgett had asked Mr. Jeffords or Mr. Brooks to
11 come over and take the dog out while she was on vacation
12 with her kids and they came over and he didn't put the
13 dog on the leash at the -- or on the runner at the time
14 and left it outside and it ran over and bit the
15 Plaintiff, at that time, the dog would have been in his
16 care or keeping.

17 He went over there once or so a month to pick up the
18 rent on behalf of his daughter because he's a dad and to
19 visit his daughter. And he said that. He wasn't over
20 there visiting her as a representative of Mr. Jeffords.
21 He wasn't there when this bite occurred. Yet they want
22 to say that somehow he's responsible for the care and
23 keeping of this dog simply because whenever she moved
24 in, when she was going through her separation, dad
25 provided her a doghouse. That's it. Does that manifest

1 his acceptance of responsibility for the dog because his
2 daughter asked him to provide a doghouse? One of his
3 own. Didn't go out and buy it. Didn't go get
4 Mr. Jeffords's money from the account to get it.
5 Mr. Jeffords didn't do anything for it.

6 It's not what the statute is designed for. It's
7 designed when somebody has control of the dog. When
8 you're walking the dog and you're taking care of the dog
9 when the owner is maybe not present and you do something
10 and you do something that causes someone else to get bit
11 or hurt, you should be responsible.

12 Agency. Another thing that's going to be charged
13 and spoken about is their argument that Mr. Brooks is
14 the agent of Mr. Jeffords. Now, we don't dispute, I
15 don't dispute, Mr. Jeffords doesn't dispute that he's
16 hired Mr. Brooks since 2008 or so still work on various
17 properties. He basically hires him, pays him money to
18 go fix it. Mr. Brooks decides how to get it fixed.
19 He's even worked on Mr. Jeffords's house, his personal
20 residence.

21 Everything that Ms. Williams said during her opening
22 about agency was, taking care of the property. And I
23 submit that's what the agency is. That Mr. Jeffords and
24 Mr. Brooks had a relationship and Mr. Brooks would fix
25 things when they needed to be fixed and he told them it

1 would be fixed and Mr. Jeffords paid him for it. And he
2 also said that he monitored the property when
3 Mr. Jeffords was overseas. That you heard Mr. Jeffords
4 testify up here that at this time when Plaintiff was
5 hurt in December of 2014, he wasn't overseas, so he was
6 the one that was responsible for monitoring and
7 supervising the property.

8 You can't just take something over 2008 and 2012 of
9 all the relationships that they've had regarding
10 maintaining the property and say, see, he has control of
11 the property. He's his agent.

12 The big thing is, when you're an agent, you have to
13 do something wrong. You have to do something wrong that
14 causes harm to the plaintiff. And when you're in the
15 agency relationship and you do something wrong that
16 causes harm to the plaintiff, the employer or the master
17 that's referred to or principal can be held responsible.
18 And I know that kind of sounds complicated because
19 that's the law that's going to be read to you.

20 Think about this. If somebody in a Dominos pizza
21 delivery driver truck smacks into you and injures you,
22 the person who's driving the Dominos delivery truck is
23 the one at fault. They're the one that did the wrongful
24 act. They're the one that rear-ended you or sideswiped
25 you or ran a stop sign. That person did something

1 wrong. But at the same time, they're in furtherance of
2 the business of Dominos. They're an employee of
3 Dominos. They're an agent of Dominos. They're doing
4 Dominos business. So you can sue the Dominos driver or
5 you can sue Dominos under the principal-agent theory
6 because Dominos would be liable for what its agent did,
7 the driver, at the time of the accident. So all these
8 talks about agency and this relationship, that's what it
9 comes down to. That's what you have to think about.

10 The problem is, at the time of the accident, Dominos
11 has to be delivering a pizza. Not the driver decides
12 that he's driving around in a Dominos car and he's off
13 the clock and he decides to go down and do some shopping
14 at Walmart or whatever and something happens, they have
15 to be within the scope of what his relationship is with
16 Dominos. And if he's not doing Dominos business, you
17 can't hold Dominos responsible. And that's what you
18 hear when the Judge charges you this about you have to
19 be within the scope of the agency.

20 Anything related to the dog. Which in this instance
21 was Mr. Brooks providing a doghouse to his daughter.
22 Was not in the scope of a relationship that he had with
23 Mr. Jeffords in fixing the property. And they're not in
24 the scope of the relationship, then Mr. Jeffords cannot
25 be held responsible for anything that Mr. Brooks did.

1 More importantly, in order to hold Mr. Jeffords
2 responsible as the principal, you're going to have to
3 find that Mr. Brooks did something wrong that caused
4 this injury. That means you would need to find that
5 Mr. Brooks was keeping the dog at the time that it went
6 out and bit the Plaintiff.

7 If you don't find that he was the care -- that he
8 was in the care or keeping of that dog at the time that
9 the bite happened, you can't find Mr. Brooks
10 responsible. And if you can't find Mr. Brooks
11 responsible as the alleged agent, even though we're also
12 saying it's outside of the scope of the agency. If you
13 can't find him responsible, then you can't find
14 Mr. Jeffords responsible. Because that's the law that's
15 being charged. The agent has to do something to cause
16 the harm of the injury. And he testified he did not
17 take care of the dog. And Ms. Padgett testified it was
18 her dog and her responsibility. She stood up.

19 You're going to get a verdict form. It's already
20 been approved by the attorneys. Basically it has two
21 questions: Did the Defendant, Samuel Jeffords, or his
22 agent, if any, because that decision is up to you,
23 exercise control over the premises at the time of the
24 dog bite? Yes or no.

25 So you have to find that, one, Mr. Brooks was the

1 agent for the purposes of this dog. If you don't find
2 that, you find for Mr. Jeffords. That's it, case over.

3 If you do find that he was acting within the scope
4 of the agency with Mr. Jeffords and this dog, relating
5 to this dog, then you have to find out if the agent,
6 Mr. Brooks, was exercising control over the property at
7 the time of the bite. That's what the question says.
8 That means he was exerting his control. Not the right
9 to control it. Not that he could do something in the
10 future, but he was actually exercising control of the
11 property. He said he wasn't there. If you're not
12 exercising control, the answer to the number one is, no,
13 and that's it. You sign the form it's over.

14 If you do find he was exercising control of the
15 property at the time that Ms. Stroman was bit, you move
16 on to question two. And that simply asks, was the dog
17 and Defendant Jeffords or his agents, if any, keeping at
18 the time of the dog bite? And that's what we talked
19 about. Did Mr. Brooks manifest his intent to be
20 responsible for the dog. And clearly what everybody
21 said that, no, Ms. Padgett did. The only uncontested
22 testimony is that Mr. Jeffords had no knowledge about
23 the dog until after the bite.

24 Now, there's no evidence that the dog was a trained
25 dog to do protective services or was out there to keep

1 people from trespassing on the property or anything else
2 like that. So all of those arguments there's no
3 evidence.

4 The dog, puppy, Ms. Padgett kept it off the leash.
5 It bit someone. She's the one that's responsible. Not
6 Mr. Jeffords. Not Mr. Brooks. Thank you for your time.

7 THE COURT: Thank you, sir. Appreciate it.
8 Ms. Williams? Or, Mr. Williams, anything in reply?

9 MR. WILLIAMS: Yes, Your Honor, if it may please the
10 Court.

11 MR. WLODARCZYK: Your Honor, they're one opening and
12 one closing, I don't think they can split attorneys for
13 the reply.

14 MR. WILLIAMS: Sure you can.

15 THE COURT: I will note your objection and we'll --
16 okay. Go ahead.

17 REPLY CLOSING ARGUMENT BY MR. WILLIAMS:

18 MR. WILLIAMS: To whom much is given, much is
19 expected. I can't tell you how many times I heard that
20 growing up. My mom is probably the most positive
21 influential person in my life. That's what she told me,
22 my brother, my sisters. And I grew up with that not
23 really understanding why that was so important for so
24 long. I've been very fortunate. You know, I've got a
25 dad who's been very successful. My mom was, while she

1 was living, was very successful. You know, but in
2 hindsight, I look back and I see where my mom came from.
3 I'm not saying she was the poorest of the poor, but she
4 moved in with my grandparents, my dad's parents, when
5 she was about 16. Married my dad before she even turned
6 17. She didn't have a supportive family, you know.

7 My brother who's walking in the courtroom and I did.
8 So it took me a long time to realize what that meant.
9 You know, Ginny earlier talked to you about Ms. Padgett
10 wants to wash his hands -- excuse me, Mr. Jeffords wants
11 to wash his hands from this incident. When Pontius
12 Pilot washed his hands, does that mean it wasn't in his
13 control? Does that mean that that cross that was built,
14 he didn't have to build the -- I mean, just because
15 somebody else built the cross, just because somebody
16 else hammered the nails, does that mean he was not
17 responsible?

18 Our laws are built by people just like you and I.
19 Okay. People that have read the bible, that understand
20 that we're living in a population that's growing and
21 booming and we live on top of each other and we have to
22 respect the rights of each other. And we have to know
23 this, how do we protect each other from ourselves.
24 Okay.

25 And these were written -- these very laws and the

1 Judge is going to read to you, were written to create a
2 duty for people who have the power, who have the
3 control, and who have the resources to protect us.
4 Okay.

5 You know, the argument that we make that this dog
6 was in the keeping of Mr. Jeffords is related to that
7 relationship he has with this property provider. Okay.
8 The father of the dog owner, is he a partner? Is he a
9 -- is he merely an agent? He's something much greater
10 than just a friend. Okay. With a check writing
11 authority, with keys to these properties, placing the
12 people in this property, that's certainly a relationship
13 that's well beyond just a friendly relationship. Okay.

14 Now, you have to understand his interest is with
15 Mr. Jeffords. That's his partner. That's his friend.
16 That's his -- where he makes a living. Okay. He didn't
17 want to get up here and help our case, but what did he
18 tell you? Okay. If you look -- will you put up that
19 aerial view. If you look at those properties, I want
20 you to think about this. If you look, he said he owned
21 these three properties, okay. And you heard him talk
22 about they had break-ins. They had people crossing
23 their property. They didn't want people crossing their
24 property. So what do they choose to do? They choose to
25 put someone who they knew had a pit bull. Okay.

1 I'm not telling you that just because it's a pit
2 bull, that, you know, that it was wrong. But they put
3 the pit bull, knowing the pit bull was going to be free
4 ranging in this property, in this neighborhood where
5 these individuals are crossing to access a bus stop.
6 Okay.

7 And you have to understand and you can't as jurors,
8 you can't just check your common sense at the door.
9 Okay. You have to use your life experiences to connect
10 the dots. Okay. Nobody is telling you you have to just
11 listen to what was said and ignore the common sense
12 connection. They're in the business of selling houses.
13 Okay. They want this house to be worth as much money as
14 possible. Okay. This house is worth more money if
15 these people don't use it as common property to travel
16 across. These properties sell for more money. They
17 rent for more money. That is their end goal is to make
18 money in this endeavor.

19 But, again, what did they do? They did nothing
20 until it was too late. And even after it was too late,
21 despite every other contractor you heard him say, said
22 there's no pit bulls allowed on the property. But this
23 property here would continue to want a pit bull on it.
24 But at least they put up a fence. Okay.

25 You're going to hear that jury charge that talks

1 about dogs that are loose. And while you've got to use
2 your common sense and decide what is right verses what
3 is wrong, we know it's a problem. We know dogs running
4 wild is a problem. People -- grant anybody -- you know,
5 I have dogs. I love my dogs. My dogs live in my house.
6 They very rarely go outside to use the bathroom, et
7 cetera. They're accustomed to being in my house. And
8 so they get my love, my nurturing. They have that
9 attitude. Okay. But when you stick a dog that has, you
10 know -- we'll strike that. If you take a dog out
11 running free, what do you expect? He's going to revert
12 to his natural instincts. Okay. To protect his
13 territory. Everybody -- common sense dictates this.

14 When you hear that statute and the person that's
15 keeping the dog is responsible for keeping the dog in
16 this area decide, was the agent keeping this dog? How
17 do you keep something? You provide, as Ginny said, a
18 house for it. You provide a roof over its head. You
19 provide a way to contain it. And the way they attempted
20 to contain it was insufficient. The way they provided
21 to contain it, they knew was not being utilized.

22 The important thing about agency relationship is
23 what the agent knows, he knows. Okay. The agent said
24 he knew these things. Now, you heard a lot of "I don't
25 remember." It's very tough to get around "I don't

1 remember." But there are things that you heard, I don't
2 remember, that are pretty darn how do you not remember
3 this? It's pretty central because it hurts. Okay. I
4 don't know. I don't remember. When it's the central
5 part of this case and the inner workings of this
6 relationship. Ask yourself, how do you not remember
7 such a thing? And test that credibility for those
8 witnesses.

9 Now, despite power, control, and resources, and
10 exercising nothing to protect my client in her backyard,
11 we don't want to have any responsibility. We don't want
12 to be in control of this property. We don't want to be
13 in keeping of this dog. But more importantly, we don't
14 want to talk about these numbers that were put before
15 you. We don't want to talk about what my client's
16 experienced. We don't want to talk about what's that
17 worth. We don't want to talk about if this was a
18 classified ad and somebody was going to say, I'm about
19 to experience bending over and reaching in my car while
20 I'm cleaning it out and this happened. I'm not going to
21 get heads up what's going to happen to me. But this
22 incident is going to happen and then I'm going to have
23 to worry that I don't have rabies. I'm going to have to
24 get all these needles stuck in my arm to flush the
25 wound. I'm going to have to get these long needles that

1 are described that's almost the length of this pen stuck
2 in me for that period of time -- will you put that slide
3 back up -- for that period of time to decide if I'm
4 going to get rabies in hopes that they work.

5 384 hours, I go home to my child not knowing whether
6 I'll be here. Not knowing what the complications will
7 be because of all these injections. But we were very
8 fortunate. There's nobody, you heard her, she told you
9 with a smile on her face, she's thankful that all she's
10 got are these scars. Okay. That, you know, 30 to 60
11 days, no pain, no suffering after that. But that
12 doesn't get rid of this scar. This permanent
13 disfigurement. Okay.

14 Actually, I was running from my brother Charlie in
15 socks on the brick floor, I slipped and chipped these
16 front two teeth out. About 80 percent of them gone. I
17 had to get crowns put on them made out of porcelain.
18 Nobody really knows this about me. But it's kind of the
19 thing that I think about all the time. Okay. Not only
20 do I think about it when I got out of the shower this
21 morning, the floor being slippery. Not only do I think
22 about when I'm wearing socks crossing when I drank
23 coffee this morning. You know, my other teeth get
24 discolored easier than these front two teeth. My other
25 teeth get red wine stains easier than the front two

1 teeth. If I go in black light, it's very embarrassing
2 because all my other teeth shine except for these two.
3 It's like I'm missing my front two teeth. And that's
4 easy -- that's easy for somebody not to care about
5 except for me. That's my insecurity. Okay. That's
6 something I live with every day of my life.

7 You have to decide if it's a classified ad and
8 somebody, what is the going rate of this. Okay. What
9 is the going rate if I were to sell this for 50 years?
10 Judge will take 49.62 or something like that. 50 years
11 to be disfigured. What's the going rate? Okay.

12 That's what this case is valued at and they don't
13 want to talk about that. Because even using the most
14 conservative numbers that Ginny put up, it adds up to a
15 really big number.

16 This is the verdict form that was talked about. Did
17 Samuel Jeffords or his agent and we're arguing that he
18 and his agent exercised control over this premises
19 during this time. Okay. They are the ones that
20 dictated you're going to have ADT, not your decision.
21 If your leasing this house you don't have the decision.
22 I'm putting ADT in this house. Okay. I'm putting this
23 fence in the backyard at this time. I'm putting you in
24 this house with your pit bull. I'm putting a doghouse
25 and a runner in this yard. Okay.

1 That's their decision. That's their exercise and
2 control. That's their keeping of this dog. Providing
3 incentives for you to come here to be at this location.
4 They could have rented this house to anybody they wanted
5 to. They could choose whether to prohibit a pit bull.
6 They could choose to require if you have a dog you're to
7 build a fence. But they know this young girl, young
8 child, just separated from the boyfriend, the child's
9 father, she's in a bad spot. She's poor. She's trying
10 to get a job. You know, when you have much and much is
11 expected of you, you know if you're going to put
12 somebody like that in your house, you've got to provide
13 the basic necessities for what they need to protect
14 their neighbors.

15 These are your neighbors. These are the property
16 owners that adjoin you. If we as a community don't
17 require the people that own property and -- now,
18 understand, I mean, we all know how many of the
19 properties in Orangeburg are rental properties, you
20 know. I will tell you right now, if the people that own
21 those properties, knowing who the tenant is, knowing
22 what their means are, don't ensure they have proper
23 protection for the people around them, they ought to be
24 held responsible. Because they're the ones with the
25 control. They're the ones keeping.

1 I ask you to check yes with an X to number one. I
2 ask you to check yes to number two. The next question,
3 the amount of actual damages.

4 MR. WLODARCZYK: Your Honor, I'm going to object.
5 There's no issues with damages was brought on my -- it's
6 inappropriate for reply.

7 MR. WILLIAMS: His response to damages was for them
8 to give a goose egg.

9 MR. WLODARCZYK: I did not say anything about
10 damages, Your Honor, and this is an inappropriate close
11 reply.

12 THE COURT: Ms. Williams has already covered
13 damages, so I'm going to go along -- I'm going to
14 sustain your objection. Okay.

15 MR. WILLIAMS: You've already heard the discussion
16 on those days and those calculations. Use your common
17 sense how to fill out the rest. Don't check that common
18 sense. Don't check away what's right, what's wrong.

19 Thank you for your time. We appreciate y'all being
20 -- I mean, y'all are very active listening. I apologize
21 for any deficiencies we've done. You know, because as
22 much -- given much as expected must be given for
23 somebody to entrust us as her lawyer. Okay. Much has
24 been given to us. We thanked her for doing that and we
25 thank you for, you know, giving us a break should we

1 have said something that you thought we shouldn't. Or
2 if we done anything. But I hope we've made it clear,
3 who had the power, who had the control, and who had the
4 resources. Please make this woman whole.

5 THE COURT: Thank you, Mr. Williams. All right.
6 Ladies and gentlemen, we need to take a short break,
7 then I'll bring you back out here before I charge you on
8 the law. And I need for you to stretch before you do
9 that so y'all will be alert and ready to hear that.

10 Now, let me just remind you of one thing. You've
11 heard the testimony in this case. You've heard the
12 arguments, but you cannot talk about this case yet
13 because I haven't told you you could. Okay. All right.
14 Go on back in there for a short break and I'll get you
15 right back out here.

16 (WHEREUPON, the jury left the courtroom)

17 THE COURT: Mr. Wlodarczyk, when Mr. Williams came
18 up and did the reply, you had an objection. I want you
19 to -- you want to say anything else about the objection
20 on the record now and the reasons for it? I will be
21 happy to hear it, seriously.

22 MR. WLODARCZYK: Your Honor, it's just reply's only
23 to address arguments that were brought out in my closing
24 and I didn't address anything about the damages. So
25 that was the extent.

1 THE COURT: No. No. I was talking about when
2 Mr. Williams came up to give the reply rather than
3 Ms. Williams. You had a --

4 MR. WLODARCZYK: Oh, Your Honor, I'm sorry. I
5 looked at the rule, the one part -- one counsel is under
6 examination and cross examination it doesn't have any
7 provision in the closing, so that's fine.

8 THE COURT: All right. Okay. Did y'all decide --
9 I'm assuming you want to keep punitives in?

10 MR. WILLIAMS: Sure.

11 THE COURT: All right. Now, just for the record
12 before I do my charges, I think we've got everything in
13 there. When we were going back in chambers,
14 Mr. Wlodarczyk, you objected to the life expectancy
15 charge just so you have that on the record.

16 MR. WLODARCZYK: Correct, Your Honor. It's my
17 understanding that that has to be introduced as part of
18 the case in chief. Although, I understand the rationale
19 for the Court introducing it. I would just like to make
20 that objection and preserve it for the record.

21 THE COURT: And don't sit down because you also --
22 and I think we covered it, was an objection to the
23 punitives charges?

24 MR. WLODARCZYK: Correct, Your Honor. I think that
25 was part of our two directed verdict motions that we

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1 believe the statute strict liability does not allow for.

2 THE COURT: Right. I just want that on there before
3 we do it. Mr. Williams, I believe you objected to the
4 failure to charge common law negligence in this?

5 MR. WILLIAMS: Yes, Your Honor.

6 THE COURT: All right. Just want to make sure that
7 we've got all those objections so y'all got plenty to
8 talk over later if you need to.

9 MR. WILLIAMS: Thank you, Your Honor.

10 THE COURT: All right.

11 MR. WLODARCZYK: Can I take a comfort break real
12 quick?

13 THE COURT: Yeah, we'll take a quick comfort break
14 if y'all need it and then I'll bring them back out.
15 Okay.

16 (WHEREUPON, there was a short break)

17 THE COURT: Is the Plaintiff ready?

18 MR. WILLIAMS: Yes, Your Honor.

19 THE COURT: Is the Defense ready?

20 MR. WLODARCZYK: Yes, Your Honor.

21 THE COURT: If you'd bring the jury on back out.

22 MS. JAMISON: Yes, Your Honor.

23 (WHEREUPON, the jury entered the courtroom)

24 JURY CHARGE

25 THE COURT: All right. Ladies and gentlemen, now

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1 it's my time to charge you with the law. Y'all have --
2 you've heard the evidence and the arguments of both
3 parties and I'm going to explain to you the law which
4 applies in this case.

5 The Plaintiff claims that she's been injured by the
6 actions of the Defendant. In bringing the lawsuit,
7 Plaintiff claims the Defendant should compensate her for
8 her injuries. The Defendant has denied any liability.

9 During the trial, you and I have certain duties to
10 perform. As the trial judge, it is my responsibility to
11 preside over the trial of the case and to rule on the
12 admissibility of evidence offered during this trial. You
13 are to consider only the evidence before you. Including
14 testimony presented from the witness stand, the exhibits
15 which have been made a part of the record in this case,
16 and any stipulations of counsel.

17 You the jury are the sole and exclusive judge of the
18 facts in this case. A trial judge cannot comment on or
19 make any statement about the facts. Since you're the
20 sole judges of the facts, do not think by anything I
21 have said during the trial that I have any opinion about
22 the facts. The law does not allow me to have an
23 opinion.

24 The burden of proof in this case is by a
25 preponderance of the evidence. A preponderance of the

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1 evidence simply means the greater weight of the
2 evidence. It is evidence which as a whole shows that
3 the fact sought to be proved is more likely true than
4 not true. This can be illustrated by imagining a set of
5 scales. When the case begins, the scales are even.
6 After all of the evidence has been presented, if the
7 scales remain even, or if they tip even slightly in
8 favor of the Defendant, the Plaintiff would have failed
9 to meet her burden of proof and would not be entitled to
10 recovery in this case.

11 On the other hand, if the scales tip even slightly
12 in favor of the Plaintiff, the Plaintiff will have met
13 her burden of proof and you should return a verdict for
14 the Plaintiff.

15 The preponderance of evidence is not determined by
16 the number of witnesses. Instead, it must be determined
17 by the greater weight of all the evidence. Of course
18 there's no way to weigh evidence except through the
19 exercise of good common sense and judgement. It is
20 entirely a mental process. And the evidence to which
21 you should give the most weight is that which convinces
22 you of its truth regardless of whom or what source it
23 comes from.

24 There are two types of evidence generally presented
25 during a trial. Direct evidence and circumstantial

1 evidence. Direct evidence is the testimony of a person
2 who claims to have actual knowledge of a fact. Such as
3 an eyewitness. It is evidence which immediately
4 establish the main -- establishes the main fact to be
5 proved.

6 Circumstantial evidence is proof of a chain of facts
7 and circumstances indicating the existence of a fact.
8 It is evidence which immediately establishes collateral
9 facts from which the main fact may be inferred.
10 Circumstantial evidence is based on inference and not on
11 personal knowledge or observation. It is proof that
12 does not actually establish the fact in question, but
13 that asserts or describes something else from which you
14 may either reasonably infer the truth of the fact or at
15 least reasonably infer an increase in the probability
16 that the fact is true.

17 For circumstantial evidence to be sufficient to
18 warrant a finding of fact, the circumstances must lead
19 to that fact with reasonable certainty. The facts and
20 circumstances should be considered in light of ordinary
21 experience and common sense. The existence of a fact
22 cannot be based on speculation, surmise or conjecture.
23 The law makes absolutely no distinction between the
24 weight or value to be given to either direct or
25 circumstantial evidence. Nor is a greater degree of

1 certainty required of circumstantial evidence than of
2 direct evidence.

3 Necessarily you must determine the credibility of
4 witnesses who have testified. Credibility simply means
5 believability. It is your duty as jurors to evaluate
6 the evidence and determine which evidence convinces you
7 it is true. In determining the believability of
8 witnesses who have testified, you may believe one
9 witness over several witnesses or several witnesses over
10 one witness. You may believe a part of the testimony of
11 a witness and reject the remaining part of the testimony
12 of that same witness. You may believe the testimony of
13 a witness in its entirety or reject the testimony of a
14 witness in its entirety.

15 You may consider whether a witness has any interest
16 in the result of the trial, whether the witness is
17 prejudice toward either the Plaintiff or the Defendant,
18 the opportunity for the witness to have seen the matters
19 and things about which the witness may testify, and the
20 way the witness acts on the witness stand.

21 An agency is a consensual relationship where a
22 person or -- where one person or entity, the agent acts
23 on behalf of another. The principal and is subject to
24 the control of the principal. An agent is a person who
25 represents and acts for another under a contract or a

1 relationship of agency.

2 An agent acts by the authority and own account of
3 the principal. A principal is the person or entity
4 represented by the agent and is the source of the
5 agent's authority. An agent may only act within the
6 scope of the authority given by the principal. What the
7 principal does through an agent, the law considers the
8 act of the principal. Therefore, while the agents are
9 acting within the scope of their agency, a principal is
10 liable for any negligent acts or omissions of its agents
11 that proximately caused injury to another person.

12 In order to hold a principal responsible for the
13 negligent acts or omissions of another, the Plaintiff
14 must first prove by a preponderance or greater weight of
15 the evidence that there was an agency relationship. A
16 Plaintiff must also prove that the agent was acting
17 within the scope of authority when the agent caused the
18 injury. Whether the agent was acting within the scope
19 of the authority should be determined in light of all
20 the surrounding circumstances. Including written or
21 spoken words or conduct by the principal which would
22 cause the Plaintiff to believe that the principal
23 consented to the agent acting for the principal.

24 You should conclude in your award all damages which
25 are naturally the proximate result of the Defendant's

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1 wrongful acts. In considering the issue of the
2 Plaintiff's damages and losses, the law provides that
3 you shall assess the amount that you find to be
4 justified by a preponderance of the evidence as full,
5 just, and reasonable compensation for all of the
6 Plaintiff's damages. No more and no less. This is what
7 the law refers to as actual and compensatory damages.

8 I instruct you that compensatory damages are not
9 restricted to the actual loss of money or the actual
10 loss of time. These damages include both mental and
11 physical aspects of the injury. Tangible and
12 intangible. Financial and otherwise. By reimbursing or
13 compensating the Plaintiff for what she has lost in all
14 aspects, you are to attempt to restore the Plaintiff,
15 that is, to make her whole or as she was immediately
16 prior to her injuries.

17 You should consider the following elements of damage
18 to the extent that you find they were proven by a
19 preponderance of the evidence. You should place a value
20 on each element of damage in accord with the evidence
21 presented and all these amounts together to determine
22 the amount of your verdict.

23 I instruct you that you shall evaluate each element
24 of a damage -- of damage individually. The following
25 are the various elements of damages which you may

1 consider: Medical expenses. These shall include
2 expenses incurred to date and any which will be incurred
3 in the future.

4 Loss of earnings. This shall include loss earnings
5 from employment, lost time from work, loss of earning
6 capacity up until the time of trial, if applicable.
7 This includes a reduction in earnings which the
8 Plaintiff would have earned but for the injury.

9 Value of bodily injury and permanent impairment.
10 The Plaintiff is entitled to the reasonable value of any
11 bodily injury sustained, including any permanent injury,
12 disability, or impairment, and any loss of capacity,
13 perform any bodily functions or to do daily activities
14 past and future.

15 The reasonable value of the Plaintiff's pain,
16 suffering, mental anguish, inconvenience, discomfort,
17 and loss of capacity for the enjoyment of life. The
18 injured party may recover for mental anguish brought
19 about by bodily injury and suffering. If you find that
20 the injured party is entitled to recover damages, you
21 may consider as an element of those damages such pain
22 and suffering and mental anguish that you find to a
23 reasonable certainty.

24 In assessing mental anguish, you may take into
25 account anxiety or worry experienced by the Plaintiff

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1 which resulted from the injuries that the Plaintiff
2 received. If you are satisfied to a reasonable degree
3 of certainty that the Plaintiff did suffer such anxiety
4 and worry.

5 I further instruct you that pain, suffering, and
6 mental anguish are very material elements of damages
7 under South Carolina law. The Plaintiff is entitled to
8 compensation not only for that pain and suffering which
9 she has endured until the time of this trial, but for
10 that which you find she will suffer in the future.

11 In considering the future pain and suffering, again,
12 you may consider the Plaintiff's life expectancy to
13 determine the extent of these damages. The amount of
14 compensation which the Plaintiff is entitled is a matter
15 which is within your discretion. There's no yardstick
16 in our law by which you are to value pain and suffering.
17 This is a matter for your judgement.

18 In evaluating the Plaintiff's pain and suffering,
19 you may consider the extent of the Plaintiff's injuries,
20 the type of treatment she has undergone, the limitations
21 placed upon her, if any, at the time during which she
22 has been required to suffer discomfort and the extent
23 and degree of the discomfort suffered.

24 If you find that the Plaintiff was permanently
25 injured as a result of the Defendant's actions, you must

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1 then decide how, if at all, that injury will affect the
2 rest of the Plaintiff's life. A person's life
3 expectancy is determined by a life expectancy table
4 which is a part of the law of this state.

5 The life expectancy table is only an estimate of the
6 probable average remaining length of life of all persons
7 in our state of a given age. The Plaintiff is a 32-year
8 old female with a life expectancy according to the life
9 expectancy table of 49.63 years. This fact is to be
10 considered by you along with any other fact and
11 circumstances in evidence bearing on the Plaintiff's
12 life expectancy including occupation, habits, and health
13 at the time of the injury in deciding the amount of
14 damages to be awarded to the Plaintiff.

15 If you award actual damages, you may also consider
16 an award of punitive damages. Punitive damages are
17 intended to punish the Defendant for extraordinary and
18 outrageous misconduct and to prevent the Defendant and
19 others from committing similar acts in the future.

20 Punitive damages can only be awarded when conduct of
21 the Defendant has been something more than mere
22 negligence. The evidence must establish that the
23 Defendant's acts were reckless, willful, and wanton.
24 Meaning that there was a conscious failure to exercise
25 due care or a conscious indifference to the rights and

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1 safety of others or a reckless disregard thereof. If
2 you find that the Defendant's conduct was willful,
3 wanton, or reckless, you may award the Plaintiff
4 punitive damages.

5 To support an award of punitive damages, the
6 Plaintiff must prove by clear and convincing evidence
7 that the conduct complained of included a consciousness
8 of wrongdoing at the time of the conduct. Clear and
9 convincing is more than just a preponderance or greater
10 weight of the evidence which requires only proof which
11 persuades you that if parties' claim is more likely true
12 than not true. On the other hand, clear and convincing
13 proof is not as high a standard as the burden of proof
14 in criminal cases which is proof beyond a reasonable
15 doubt.

16 Clear and convincing proof leads no substantial
17 doubt in your mind. It means that the evidence is not
18 ambiguous, doubtful, equivocal, or contradictory.
19 Convincing means persuading by proof or argument causing
20 one to believe in the truth of what is asserted. Clear
21 and convincing proof establishes in your mind not only
22 that the fact is probable, but that it is highly
23 probable.

24 Before awarding punitive damages, you must consider
25 and weigh four elements which may be pertinent to the

1 facts of this case. You must first consider the
2 relationship between any punitive damage award and the
3 harm caused. Any penalty imposed should take into
4 account the reprehensibility of the conduct, the harm
5 caused, the Defendant's awareness of the conducts
6 wrongfulness, and the duration of the conduct and any
7 concealment. Thus any penalty imposed should bear a
8 relationship to the nature and extent of the conduct and
9 the harm caused including the compensatory damage award
10 made by you.

11 Secondly, any penalty imposed should take into
12 account as a mitigating factor any other penalty that
13 may have been imposed or which may be imposed for the
14 conduct involved including any criminal or civil penalty
15 or any other punitive damages award arising out of the
16 same conduct.

17 Next, you should consider whether the award of and
18 the amount of any punitive damages award may deprive the
19 Defendant of any profits derived from the improper
20 conduct and whether the ill-gotten profit should be
21 properly awarded to the Plaintiff.

22 Finally, any award of punitive damages must be
23 limited to punishment and thus may not effect economic
24 bankruptcy. To this end, the Defendant's ability to pay
25 any punitive damage award should be considered.

1 However, the economic bankruptcy factor is not an
2 absolute bar to an award of punitive damages.

3 The Plaintiff claims that the Defendants -- the
4 Defendant should be held strictly liable for the
5 Plaintiff's injuries under South Carolina's dog bite
6 statute. Strict liability means liability without
7 fault.

8 Under the theory of strict liability, even if the
9 Defendant used due care, the Defendant may be
10 responsible for the Plaintiff's injuries. In other
11 words, it does not matter whether the Defendant was
12 negligent or not negligent.

13 A dog owner or person caring or keeping for a dog is
14 strictly liable for the damages suffered by a person who
15 is bitten or attacked by the dog if the person is bitten
16 or attacked while in a public place or lawfully in a
17 private place. This includes the property of the dog
18 owner or property of the person having the dog in their
19 care or keeping.

20 First, a property owner is liable when he exercises
21 control over and assumes responsibility for the care and
22 keeping of the dog.

23 Second, a person who cares for -- a person who cares
24 or keeps for a dog must manifest an acceptance of
25 responsibility for the care or keeping of the dog to be

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1 held liable. However, the dog owner or person caring or
2 keeping the dog is not liable when the person who was
3 attacked, provoked, or harassed the dog and the
4 provocation was the proximate cause of the attack.

5 Further, a property owner is not liable unless he
6 exercise control over the premises and also assumes some
7 duty to care for or keep the dog. Simply stated, a
8 property owner is not liable under the statute when he
9 has no control of the premises and provides no care or
10 keeping of the dog.

11 It is unlawful for any dog owner or other keeper of
12 a dog to allow his dog to run at large off of the
13 property owned, rented, or controlled by him.

14 Further, it is unlawful for any dog owner or keeper
15 of a dog to have a vicious or unruly dog. If a person
16 does own or keep a vicious or unruly dog, the person
17 must keep the dog under restraint by fence, chain, or
18 other means so that the dog cannot reach persons outside
19 the land he owns, leases, or controls.

20 I have declared the law to you through these
21 instructions to help guide you to a verdict. Whether
22 some of these instructions apply will depend upon what
23 you find to be the facts.

24 The fact that I have instructed you on various
25 subjects in this case including damages must not be

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1 taken as indicating an opinion of this Court as to what
2 you should find to be the facts or as to which party is
3 entitled to your verdict.

4 Your verdict must represent the considered judgement
5 of each juror. In order to return a verdict in this
6 case, it is necessary that each one of you jurors agree.
7 Your verdict must be unanimous. All 12 of you must
8 agree on this verdict. Your verdict cannot be based on
9 sympathy, passion, prejudice, emotion, or any other
10 consideration not in evidence in this case.

11 Remember, at all times you are not partisans
12 favoring one party over another. You are the judges of
13 the facts in this case. Your sole interest is to
14 consider whether the Plaintiff has proven her case by a
15 preponderance of the evidence.

16 All right. Ladies and gentlemen, I know you've been
17 shown the verdict form. Madam forelady, you're the one
18 that's going to have to sign this, so I'm going to come
19 down here and I'm going to go over it with you. Okay.
20 I'm not giving it to you. I'm just going to go over it
21 with you.

22 All right. This is the verdict form. It tells you
23 where we are, State of South Carolina, County of
24 Orangeburg. We're in the Court of Common Pleas. And
25 this number is a case number for the case that's file.

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1 It's given a numerical number so we can always find it.
2 The Plaintiff is Ms. Stroman. The Defendant is
3 Mr. Jeffords. And this is the verdict form.

4 It requires you at first to answer some questions.
5 And it says -- the directions say, "Please answer the
6 following questions -- or question or questions and
7 follow the instructions provided on this verdict form."

8 Number one, "Did the Defendant, Samuel Jeffords, or
9 his agent, if any, exercise control over the premises at
10 the time of the dog bite?

11 Please mark your answer with an X." And you will
12 either answer yes or no.

13 Then, "Was the dog in the Defendant's" -- question
14 two, "Was the dog in the Defendant Jeffords or his
15 agents, if any, keeping at the time of the dog bite?

16 Please mark your answer with an X, yes or no.

17 If you answered 'yes' to questions one and two,
18 please complete the following instructions and sign the
19 verdict form."

20 Now, what that also means is if you answered "no" to
21 either one of those, you stop and sign the verdict form.
22 Okay.

23 Now, if you answered "yes" to one and two, you go to
24 question three. "What amount of actual damages do you
25 unanimously find by a preponderance or greater weight of

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1 the evidence that the Plaintiff sustained? Please write
2 that number in the blank space below."

3 And then you will fill in an amount and date it and
4 sign it. Now, if you answer all three of these
5 questions, okay, you can go on to this part -- the
6 second verdict form which says, "Please state the total
7 amount of punitive damages to be awarded to the
8 Plaintiff. It is not required that the Defendant be
9 assigned an amount of punitive damages."

10 In other words, you sign any amount you want.
11 Punitive damages are by clear and convincing evidence.
12 That's what I was telling you about a little earlier.
13 Okay.

14 Now, I'm not giving you the verdict form right now.
15 And the reason I'm not is because y'all just listened to
16 me read the law and that was pretty exciting, wasn't it?
17 (Laughter) That's what I thought. Okay. Every now and
18 then when you're reading the law, I leave out something
19 or I misstate something and these attorneys are paying
20 very close attention to what I say. And if I need to
21 correct something, they will tell me. But they don't
22 want to tell me in front of you. Okay. What I did
23 wrong. So I'll let y'all go back into the jury room.

24 Remember, when you go back in the jury room, you
25 cannot begin discussing this case yet. You haven't

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1 gotten the verdict form. I haven't sent the evidence in
2 or anything like that. So you can't begin talking.

3 After I talk with these attorneys, if I don't have
4 to make any corrections or anything like that, I'll send
5 the verdict form back, we'll send the exhibits back, and
6 y'all can begin -- and y'all can begin your
7 deliberations.

8 Until then, you cannot talk about this case. If you
9 stayed up late watched the football game, you can talk
10 about that. You can talk about the weather. Can't talk
11 about the case yet. Okay.

12 I'm going to let y'all go back in there. I'll get
13 you back out in just a second or send the stuff in.
14 Thank you.

15 (WHEREUPON, the jury left the courtroom)

16 THE COURT: All right. Anything from the Plaintiff?

17 MS. WILLIAMS: Nothing, Your Honor.

18 THE COURT: Okay. Anything from the Defendant?

19 MR. WLODARCZYK: Just the renewed objections about
20 punitive charge and the statutory table, Your Honor.

21 THE COURT: Yeah. Thank you, sir.

22 MR. WILLIAMS: To the degree we need to renew our
23 objects about not charging --

24 THE COURT: Yeah. Right. I think we got them all.
25 Would y'all mind double checking to make sure we got all

1 the evidence -- exhibits straight so we can send that on
2 back?

3 MR. WILLIAMS: I feel confident we do because we
4 haven't touched it since yesterday when we gave it all
5 to you yesterday.

6 THE COURT: Okay.

7 MR. WLODARCZYK: As long as they don't get the
8 memos. (Laughter)

9 THE COURT: No. But if y'all will just double check
10 then we'll be ready to send them on back. Okay.

11 (WHEREUPON, the exhibits and evidence was sent back
12 for the jury)

13 MR. WILLIAMS: Do you want to go ahead and excuse
14 the alternate?

15 THE COURT: Oh, yeah. I'm going to go ahead and
16 excuse the alternate unless you want me to keep him
17 around?

18 MR. WLODARCZYK: That's okay.

19 THE COURT: Okay. All right. Let him go.

20 (Off the record)

21 THE COURT: Is -- do y'all got copies of the verdict
22 form?

23 MR. WLODARCZYK: Yes, sir.

24 MR. WILLIAMS: Yes, sir.

25 THE COURT: Okay. If y'all will look at question

1 number two. Okay. They said, "What defines in their
2 keeping?" So "in their keeping" in quote. And --

3 MR. WLODARCZYK: I'd just recharge that keeping
4 provision.

5 MR. WILLIAMS: It says define it. I don't think you
6 can recharge that. You can't give them an answer to
7 that. You can ask them if they want to be recharged all
8 over again, but there is no definition of keeping.

9 MS. WILLIAMS: That's their job.

10 MR. WLODARCZYK: I think it does, it says "care or
11 keeping manifest the" whatever, whatever.

12 MS. GARRETT: The acceptance.

13 MR. WLODARCZYK: Yeah. If y'all -- y'all got on the
14 criminal section you wanted me to read?

15 MR. WILLIAMS: Yes, sir.

16 THE COURT: Okay.

17 MR. WILLIAMS: There's two separate statutes though.

18 THE COURT: Right.

19 MR. WILLIAMS: Both of them used the word keeping.

20 THE COURT: But I was looking at 47-3-110. One of
21 the things I read to them, let's start with 18, it goes,
22 "Care or keeping of a dog is strictly liable for the
23 damages of a person who is bitten or attacked." And
24 then in the next paragraph it says, "Property owner is
25 liable when you exercise assume responsibility for the

1 care and keeping of a dog."

2 You know, it's actually -- I mean, I never define
3 care --

4 MR. WLODARCZYK: I think it's towards the end,
5 Judge, where says what care or keep manifest an intent
6 to --

7 THE COURT: It says, "Second, a person who cares or
8 keeps for a dog must manifest an acceptance of
9 responsibility for the care or keeping of the dog."

10 MR. WLODARCZYK: Doesn't define keeping.

11 THE COURT: I mean, what I'm getting at is, you
12 know, how usually you say something like keeping means
13 da, da, da, da, da, da, da. It doesn't do that. I
14 mean, I can read the thing again to them, the whole
15 thing, if that's what they want me to do.

16 MR. WILLIAMS: I think you -- I mean, I would leave
17 it up to them to agree or disagree with this, but I
18 think you ask them and -- but I think you tell them it
19 does not define keeping, but you can read the entire
20 charge over again.

21 MR. WLODARCZYK: Don't tell them the whole charge,
22 just the portion of that --

23 THE COURT: Yeah, I can read that. You want me to
24 read that --

25 MR. WILLIAMS: Well, the two statutes, I guess, that

1 both talk about keeping.

2 THE COURT: Let me see if the other one says that
3 too. Maybe. Because I haven't, you know -- well, it
4 says -- well, it just says "owner keep -- a person must
5 keep the dog" -- I just assume tell them that it's up to
6 them to define keeping. Because I didn't define it for
7 them. But what do y'all want me to do? You want me to
8 read the statute again?

9 MR. WLODARCZYK: I would read the statute again.

10 THE COURT: You want me to read the statutes again?

11 MR. WILLIAMS: Again, I think they need to be given
12 the option. But to be told that it does not define
13 keeping. I mean, I think --

14 MR. WLODARCZYK: You can't tell them what the
15 statute doesn't say. You either have to just read the
16 statute and say that's the information you have or, you
17 know.

18 THE COURT: But I can say that -- I mean, the charge
19 does not define in their keeping. Do you think -- I
20 mean, if they want me to define "in their keeping," I
21 can only read what the statute says.

22 MR. WLODARCZYK: Right. I would respond with, I can
23 reread what the statute says.

24 THE COURT: Yeah. Is that okay?

25 MR. WILLIAMS: Sure.

1 THE COURT: Okay. Let me get the official robe on.

2 MS. JAMISON: Yes, Your Honor.

3 THE COURT: Are y'all ready for me to bring --

4 MR. WILLIAMS: Yeah. Judge, I hate to say it, you
5 know, I hate I didn't read more carefully before, but
6 the statute actually doesn't have that language
7 manifest.

8 MS. WILLIAMS: Manifest. That's in the charge.

9 MR. WILLIAMS: That's in the charge. I don't
10 disagree that's in the charge you read before. But
11 either of the statute say anything about manifest --

12 MS. WILLIAMS: And intent.

13 THE COURT: I don't know --

14 MR. WILLIAMS: I don't know where that came from.

15 THE COURT: Bring me up-to-date with the manifest
16 issue.

17 MR. WLODARCZYK: That's in the -- either the *Bruce*
18 case or the *Nesbitt* case where it says the legislature
19 intended for care and keeping to mean this.

20 THE COURT: But I didn't charge that. I mean, I
21 didn't read that. Did I?

22 MR. WILLIAMS: You read a charge that said something
23 about manifest.

24 THE COURT: Okay. Do y'all have a copy of my
25 charge?

1 MS. WILLIAMS: I just pulled it up.

2 THE COURT: Look at page 19. Come up here.

3 MR. WILLIAMS: Why -- out of curiosity, why can't
4 you just tell them it's up to them to define --

5 MS. WILLIAMS: Care and keeping.

6 MR. WILLIAMS: -- keeping.

7 THE COURT: I mean, that's fine with me.

8 MR. WILLIAMS: That's what I think. I don't want to
9 reread that charge. I disagree with rereading that
10 charge.

11 MR. WLODARCZYK: Well, that's the only thing you can
12 do. You can tell them I can either reread the charge or
13 I can't give you an answer because --

14 THE COURT: You know, I mean, I think that's -- they
15 are suppose to determine that based on the evidence that
16 they've heard is what they're supposed to do.

17 MR. WILLIAMS: Yeah.

18 THE COURT: Is that all right with you if I just say
19 they're supposed to determine that? I can write it down
20 or I can bring them in. I can just write it down.

21 MR. WILLIAMS: No objection here.

22 MR. WLODARCZYK: You can write it down, I'll still
23 object. I think they --

24 THE COURT: You want me to read -- oh, I thought you
25 were shaking your head like it was okay to do that.

1 MR. WLODARCZYK: No, sir. I think the remedy is you
2 can ask them if they want it to be that section
3 recharged.

4 MR. WILLIAMS: It's not --

5 THE COURT: Hold on and let him finish and then --
6 you think the remedy is just rereading --

7 MR. WLODARCZYK: It's just that one sentence is
8 really the only guidance on keeping that there is in the
9 case law in South Carolina. That's why I would say
10 that's the relevant thing to read.

11 THE COURT: Well, I understand that. But, you know,
12 there was one -- I'm reluctant to read just part of
13 something, you know. Only because I feel like I ought
14 to read the whole thing or, you know --

15 MR. WLODARCZYK: The whole thing is fine. But --

16 THE COURT: Okay. I'm going to bring them out here
17 and say, in their keeping is something they need to
18 define, but I will read this. I'll do both.

19 MR. WILLIAMS: Can we say -- can we object just
20 simply because they didn't ask to be recharged in any
21 way?

22 THE COURT: Yeah. I know you can object.

23 MR. WILLIAMS: Okay.

24 THE COURT: I'll note your objection. But I'm going
25 to say, in their keeping is what they're supposed to

1 determine based on the evidence they've heard. The
2 statute -- and I'll reread the statute to them. Okay.

3 MR. WILLIAMS: Both statutes?

4 THE COURT: Huh?

5 MR. WILLIAMS: Both statutes; correct?

6 THE COURT: Sure. That's fine. I'll reread both
7 statutes and then we go from there, okay?

8 MS. JAMISON: Yes, Your Honor. Bring the jury in?

9 THE COURT: Yes, ma'am, if you don't mind.

10 (WHEREUPON, the jury entered the courtroom)

11 THE COURT: Bear with me one second. Okay. I was
12 looking...

13 All right. Ladies and gentlemen, y'all sent --
14 asked a question. Number two, "What defines in their
15 keeping?" One answer that I can give you is that "in
16 their keeping" is defined by what you found to be the
17 facts in this case. When y'all heard the evidence and
18 like that and I charged you with the law, you are to
19 make the determination of "in their keeping." Okay.

20 Now, I will read the statutes that I read to you
21 toward the end of the -- my charge. Okay. I'm not
22 going to read the whole thing. All right.

23 "The Plaintiff claims that the Defendant should be
24 held strictly liable for the Plaintiff's injuries under
25 the South Carolina's dog bite statute. Strict liability

1 means without fault. Under the theory of strict
2 liability, even if the Defendant used due care, the
3 Defendant may be responsible for the Plaintiff's
4 injuries. In other words, it does not matter whether
5 the Defendant was negligent or not negligent.

6 A dog owner or person caring or keeping for a dog is
7 strictly liable for the damages suffered by a person who
8 is bitten or attacked by the dog if the person is bitten
9 or attacked while in a public place or lawfully in a
10 private place. This includes the property of the dog
11 owner or the property of the person having the dog in
12 their care or keeping.

13 First, a property owner is liable when he exercises
14 control over and assumes responsibility for the care and
15 keeping of the dog.

16 Second, a person who cares or keeps for a dog must
17 manifest an acceptance of responsibility for the care or
18 keeping of the dog to be held liable.

19 However, the dog owner or person caring or keeping
20 the dog is not liable when the person who was attacked
21 provoked or harassed the dog and the provocation was the
22 proximate cause of the attack.

23 Further, a property owner is not liable unless he
24 exercise control over the premises and also assumes some
25 duty to care for or keep the dog.

VERDICT

1 Simply stated, a property owner is not liable under
2 the statute when he has no control over the premises and
3 provides no care or keeping of the dog.

4 It is unlawful for any dog owner or other keeper of
5 a dog to allow his dog to run at large off of the
6 property owned, rented, or controlled by him.

7 Further, it is unlawful for any dog owner or keeper
8 of a dog to have a vicious or unruly dog. If a person
9 does own or keep a vicious or unruly dog, the person
10 must keep the dog under restraint by fence, chain, or
11 other means so that the dog cannot reach persons outside
12 of the land he owns, leases, or controls." Okay.

13 All right. Y'all can go back in there and resume
14 your deliberations.

15 (WHEREUPON, the jury left the courtroom)

16 (WHEREUPON, Court's Exhibit Number 3 was marked and
17 entered)

18 (Off the record)

19 THE COURT: They have reached a verdict?

20 MS. JAMISON: Yes, Your Honor.

21 THE COURT: All right. Is the Plaintiff ready?

22 MS. WILLIAMS: Yes, sir.

23 THE COURT: Defense ready?

24 MR. WLODARCZYK: Yes, sir.

25 THE COURT: Okay. If you would bring the jury on

VERDICT

1 in.

2 MS. JAMISON: Yes, Your Honor.

3 (WHEREUPON, the jury entered the courtroom)

4 THE COURT: Madam forelady, has the jury reached a
5 verdict?

6 MADAM FORELADY: Yes.

7 THE COURT: Okay. Is that verdict unanimous?

8 MADAM FORELADY: Yes.

9 THE COURT: Okay. Would you mind giving the verdict
10 form to the bailiff?

11 MS. JAMISON: Your Honor, may I approach?

12 THE COURT: Yes, ma'am. Thank you, ma'am.

13 MS. JAMISON: You're welcome.

14 THE COURT: All right. Mr. Sims, would you mind
15 publishing the verdict?

16 THE CLERK: Yes, sir.

17 "State of South Carolina. County of Orangeburg.

18 Katrina Stroman verses Samuel Jeffords. In the Court of
19 Common Pleas. Case Number 2017-CP-38-0878 verdict form.

20 Did the Defendant Samuel Jeffords or his agent, if
21 any, exercise control over the premises at the time of
22 the dog bite? Yes.

23 Was the dog in -- was the dog in Defendant Jeffords
24 or his agents keeping at the time of the dog bite? No.

25 Signed Christin W. Price, January 14, 2020."

1 THE COURT: All right. Thank you, sir. All right.
2 Anything from the Plaintiff before I release the jury?

3 MS. WILLIAMS: Your Honor, we'd ask that you poll
4 the jury, please.

5 THE COURT: All right. Mr. Sims, you got -- do you
6 want to poll them?

7 THE CLERK: Yes, sir, I can.

8 THE COURT: Okay. Ladies and gentlemen, the
9 Solicitor -- I mean, excuse me. I start thinking about
10 my criminal cases sometimes. The clerk is going to ask
11 you if this is your verdict and if it's still your
12 verdict and he's going to ask you individually. That's
13 what it means by polling the jury. So, Mr. Sims.

14 THE CLERK: Yes, sir.

15 Juror number 28, Jankeathia Corley. Is this your
16 verdict?

17 MS. CORLEY: Yes.

18 THE CLERK: Is it still your verdict?

19 MS. CORLEY: Yes.

20 THE COURT: Thank you. Juror number 97, Tonya L.
21 Jamison.

22 THE COURT: Tonya Jamison? Oh, never mind.

23 THE CLERK: Wrong name.

24 THE COURT: We'll work through this.

25 THE CLERK: Juror number 135, Kimberly L. Patterson.

1 Is this your verdict?

2 MS. PATTERSON: Yes.

3 THE CLERK: Is it still your verdict?

4 MS. PATTERSON: Yes.

5 THE CLERK: Thank you. Juror number 137, Khadijah
6 Phelps. Is this your verdict?

7 MS. PHELPS: Yes.

8 THE CLERK: Is it still your verdict?

9 MS. PHELPS: Yes.

10 THE CLERK: Juror number 46, Karen S. Ford. Is this
11 your verdict?

12 MS. FORD: Yes.

13 THE CLERK: Is it still your verdict?

14 MS. FORD: Yes.

15 THE COURT: Thank you. Juror number 4, Jennifer
16 Barnette. Is this your verdict?

17 MS. BARNETTE: Yes.

18 THE CLERK: Is it still your verdict?

19 MS. BARNETTE: Yes.

20 THE CLERK: Thank you. Juror number 152, Margaret
21 R. Robertson. Is this your verdict?

22 MS. ROBERTSON: Yes.

23 THE CLERK: Is it still your verdict?

24 MS. ROBERTSON: Yes.

25 THE CLERK: Thank you. Juror number 191, Harry L.

1 Wigfall. Is this your verdict?

2 MR. WIGFALL: Yes.

3 THE CLERK: Is it still your verdict?

4 MR. WIGFALL: Yes, sir.

5 THE CLERK: Thank you. Juror number 140, Christin

6 W. Price. Is this your verdict?

7 MS. PRICE: Yes.

8 THE COURT: Is it still your verdict?

9 MS. PRICE: Yes.

10 THE CLERK: Juror number 6, Charlie Bells Jr. Is
11 this your verdict?

12 MR. BELLS: Yes.

13 THE CLERK: Is it still your verdict?

14 MR. BELLS: Yes.

15 THE CLERK: Juror number 185, Jonathan A. Welch. Is
16 this your verdict?

17 MR. WELCH: Yes.

18 THE CLERK: Is it still your verdict?

19 MR. WELCH: Yes.

20 THE CLERK: Thank you. Juror number 200, William B.
21 Zorn. Is this your verdict?

22 MR. ZORN: Yes, sir.

23 THE CLERK: Is it still your verdict?

24 MR. ZORN: Yes, sir.

25 THE CLERK: Thank you. Juror number 35, Briannah M.

1 Davis. Is this your verdict?

2 MS. DAVIS: Yes, sir.

3 THE CLERK: Is it still your verdict?

4 MS. DAVIS: Yes, sir.

5 THE CLERK: Thank you.

6 THE COURT: All right. Anything further?

7 MS. WILLIAMS: We just reserve ten days, Your Honor,
8 to present motions.

9 THE COURT: Yeah, we'll take up that. Ladies and
10 gentlemen, thank y'all for being willing to serve on the
11 jury. I hope it was a good experience for you. I know
12 if you haven't done it before, it's really important to
13 have that experience. But y'all paid attention which I
14 really wanted y'all to do. And y'all did a good job, so
15 I appreciate all your service. And go back and tell
16 your friends that you want to be on the jury, okay.

17 All right. Thank y'all very much. Y'all are
18 excused. Thank you.

19 (WHEREUPON, the jury left the courtroom)

20 THE COURT: All right. Well, thank y'all very much.
21 Thank you. You got ten days to file any motions or
22 anything like that.

23 MS. WILLIAMS: Thank you, Judge.

24 THE COURT: All right. Thank y'all.

25 - - -END OF REQUESTED TRANSCRIPT OF RECORD- - -

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

I, KATHERINE A. SPIRES, Registered Professional Reporter for the First Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and the evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Orangeburg County, South Carolina, on the 13-14th of January, 2020.

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

August 30, 2020

Katherine A. Spires

Katherine A. Spires

Registered Professional Reporter

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Appellate Case No.: 2020-000938

Katrina Stroman.....Respondent/Appellant,

v.

Samuel Jeffords..... Appellant/Respondent.

CERTIFICATE OF COUNSEL

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

RILEY, POPE & LANEY, LLC

s/Damon C. Wlodarczyk
DAMON C. WLODARCZYK
SC Bar No. 70460
P.O. Box 11412
Columbia, South Carolina 29211
(803) 799-9993 – Office
(803) 239-1414 – Facsimile
damonw@rplfirm.com

Columbia, SC
March 10, 2021

Mar 15 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

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Katrina Stroman.....Respondent/Appellant,

v.

Samuel Jeffords..... Appellant/Respondent.

CERTIFICATE OF COUNSEL

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WILLIAMS & WILLIAMS

s/Virginia W. Williams
VIRGINIA W. WILLIAMS
SC Bar No. 77898
P.O. Box 1084
Orangeburg, South Carolina 29116
(803) 534-5218 – Office
(803) 928-5190 – Facsimile
ginny@williamsattys.com

Orangeburg, SC
March 15, 2021