

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Appellate Case No. 2019-001254
WCC File No. 1506114

RECEIVED

Jun 30 2020

SC Court of Appeals

Frankie Padgett, Claimant..... Respondent,

v.

Cast & Crew Entertainment Services, Inc., Employer and
American Zurich Insurance Company, Carrier..... Appellants,

RECORD ON APPEAL

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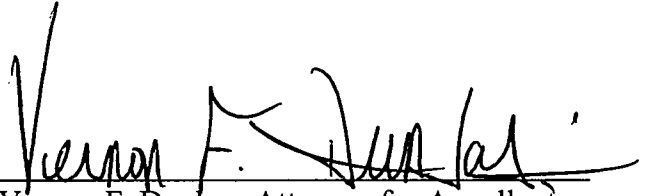
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The undersigned hereby certifies that the pursuant to Rule 210 (g), SCACR, the Record on Appeal contains all material proposed to be included by the parties and not any other material. The undersigned further certifies that the Record on Appeal filed in this matter complies with the South Carolina Supreme Court's order and caption *In re: Advised Order Concerning Pers. Identifying Info. & Other Sensitive Info. In Appellate Court Filings*, 407 S.C. 607, 757 S.E.2d 421 (2014).

June 30, 2020



 Vernon F. Dunbar, Attorney for Appellants

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

Frankie Padgett,)
Claimant/Appellant,)

-VS-

Cast & Crew Entertainment)
Services, Inc.,)
Employer,)

and)

American Zurich Ins.,)
Carrier,)
Defendants/Appellants,)

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1506114

APPELLATE PANEL
DECISION AND ORDER

DATE OF REVIEW HEARING: Hearing held and oral arguments presented in Columbia, S.C. on September 17, 2018.

APPEARANCES: Claimant represented by Stephen B. Samuels, Esquire, of Samuels Law Firm, LLC. Employer & Carrier represented by Vernon Dunbar, Esquire, of McAngus, Goudelock & Courie LLC.

DECISION AND ORDER: by Commissioners Michael R. Campbell, II, Melody L. James, and Gene McCaskill.

FILED:

July 3, 2019

STATEMENT OF THE CASE

This is an appeal from a Decision and Order of the Single Commissioner following a Petition for Hearing to Terminate Compensation filed by the Defendants. The Single Commissioner granted Defendants' Petition in part and ordered compensation to immediately be terminated on June 15, 2018. This appeal followed.

For the following reasons, we **AFFIRM IN PART AND VACATE IN PART**.

ISSUES ON APPEAL

1. Whether the Single Commissioner erred in finding Claimant was an employee of Cast & Crew Entertainment Services when "Cast & Crew is a payroll company and does not have a personnel file for the claimant."
2. Whether the Single Commissioner erred in denying Claimant's Motion to Submit After Discovered Evidence.
3. Whether the Single Commissioner erred in finding Claimant was previously compensated for 1,704.56 weeks by Cast & Crew in the previous case when the provision allocating a lump sum clincher settlement over a claimant's life expectancy pursuant to James v. Anne's is for social security disability purposes and cannot be considered payment of compensation.
4. Whether the Single Commissioner erred in finding Claimant's "receipt of temporary total benefits since May 6, 2015, has resulted in payment of more than 500 weeks of compensation benefits for the same employer."
5. Whether the Single Commissioner erred in finding "Defendants are entitled to immediately terminate payment of temporary total disability compensation benefits because Claimant has exceeded the maximum allowable weeks of benefits pursuant to the Act."
6. Whether the Single Commissioner erred in finding "Claimant is not entitled to continued temporary total, temporary partial, permanent partial, permanent and total, and/or wage benefits."
7. Whether the Single Commissioner erred as a matter of law in concluding: "S.C. Code Annot. § 42-9-170 (A)(2018) provides that an employee having sustained a permanent injury in the same employment and suffers a subsequent injury is only entitled to a maximum of 500 weeks of compensation benefits. See also *Medlin v. Greenville County*, 303 S.C. 484, 401 S.E.2nd 667 (1991)."

8. Whether the Single Commissioner erred in finding "that Danger Boy Productions was the production company for the show Claimant was driving for, but was not Claimant's actual employer."
9. Whether the Single Commissioner erred in finding "Claimant's employment with Cast & Crew was in violation of the terms of his Settlement Agreement & Release dated October 22, 2012, wherein Claimant agreed he would not seek employment with Cast & Crew."

SINGLE COMMISSIONER FINDINGS OF FACT

1. Claimant was an employee of Cast & Crew Entertainment Services on May 6, 2015, the date of his accident. Claimant completed employment application documents dated March 30, 2015, that clearly reflect that his employer was "Cast & Crew". (Exhibit F-1).
2. Cast & Crew Entertainment Services is listed as a business entity in public documents obtained from the South Carolina Secretary of State's office. No documents were submitted which reflects Danger Boy Production was a recognized business entity operating within the jurisdiction of the state of South Carolina.
3. Cast & Crew Entertainment Services' designation as an employer was proven by preponderance of the evidence. Moreover, Cast & Crew's designation as an employer is analogous to an upstream contractor being designated as an employer in a statutory employment case and a Professional Employer Organization (PEO). In both instances, the upstream contractor and the PEO are entities not directly controlling the daily operations of the employee, nevertheless, each entity is designated as the employer. *See S.C. Code Ann. §§ 42-1-400 et. seq. and 40-68-60 275 (2018).*

4. Danger Boy Productions as the production company for the show which Claimant was providing transportation services, but was not Claimant's actual employer. Claimant's testimony that he thought Danger Boy Productions was his employer is not supported by the greater weight of the evidence. The greater weight of the evidence, including the personnel paperwork and Claimant's pay stubs, support a finding that Cast & Crew as Claimant's employer.
5. Because Cast & Crew was Claimant's employer, at the time of the accident on May 6, 2105, this at-will employment was in clear violation of the terms of the settlement agreement and release or clincher dated October 22, 2012, wherein Claimant agreed he would not seek future employment with Cast & Crew. The undersigned did take into account the process by which Claimant sought this employment, which was through union assignment. However, once Claimant reviewed the hiring or initial paperwork and discovered that Cast & Crew was to pay his wages and did in fact pay his salary, he had ample opportunity decline the assignment. However, the facts show Claimant expressly and knowingly accepted the work assignment with Cast & Crew, which violated the terms of the contract and the settlement agreement, and release.
6. Notwithstanding the above finding, there is insufficient evidence to support a finding of fraud in the inducement or *fraud ab initio*, which would void the employee/employer relationship at the time of Claimant's injury. Claimant's use of two versions of his name, pre-injury and post-injury, while compelling, is not persuasive, absent the undersigned engaging in surmise or speculations as to fraud. Therefore, Claimant sustained a compensable injury to his right lower

extremity (ankle) within the course and scope of his employment with Cast & Crew, the employer.

7. Claimant is not at maximum medical improvement and is entitled to continued medical treatment at the direction of the employer and carrier pursuant to Section 42-15-60.
8. Based upon the terms of the settlement agreement and release, Claimant was previously compensated by Cast & Crew for 1,704.56 weeks of benefits (per a mutually agreed to allocation by the parties). As such, Claimant has exceeded 500 weeks of compensation benefits pursuant to the Act. Assuming *arguendo*, Claimant's prior award did not exceed or reach the 500 week limitation or cap, his receipt of temporary total benefits since May 2015, has resulted in payment of more than 500 weeks of compensation benefits for the same employer.
9. Defendants are entitled to immediately terminate payment of temporary total disability compensation benefits because Claimant has exceeded the maximum allowable weeks of benefits pursuant to the Act.
10. Claimant is not entitled to continued temporary total, temporary partial, permanent partial, permanent and total, and/or wage loss benefits.

SINGLE COMMISSIONER CONCLUSIONS OF LAW

1. S.C. Code Annot. § 42-1-160 (2018) governs accidental injuries.
2. S.C. Code Annot. § 42-1-130 (2018) governs the employer/employee relationship.
3. S.C. Code Annot. § 42-1-400 and 40-68-10 et. Governs the designation of employer for contractors and Professional Employer Organizations.
4. S.C. Code Annot. § 42-9-170 (A)(2018) provides that an employee having

sustained a permanent injury in the same employment and suffers a subsequent injury is only entitled to a maximum of 500 weeks of compensation benefits. See also *Medlin v. Greenville County*, 303 S.C. 484, 401 S.E.2d 667 (1991).

5. S.C. Code Annot. § 42-9-210 (2018) governs credit for overpayment of compensation/indemnity benefits.
6. S.C. Code Annot. § 42-15-60 (2018) governs medical treatment and benefits.

APPELLATE PANEL FINDINGS OF FACT

The Appellate Panel hereby affirms in part and vacates in part the findings of the Single Commissioner and makes the following Findings of Fact:

1. We affirm the Single Commissioner's finding that:

Claimant was an employee of Cast & Crew Entertainment Services on May 6, 2015, the date of his accident. Claimant completed employment application documents dated March 30, 2015, that clearly reflect that his employer was "Cast & Crew". (Exhibit F-1).

2. We affirm the Single Commissioner's finding that:

Cast & Crew Entertainment Services is listed as a business entity in public documents obtained from the South Carolina Secretary of State's office. No documents were submitted which reflects Danger Boy Production was a recognized business entity operating within the jurisdiction of the state of South Carolina.

3. We affirm the Single Commissioner's finding that

Cast & Crew Entertainment Services' designation as an employer was proven by preponderance of the evidence. Moreover, Cast & Crew's designation as an employer is analogous to an upstream contractor being designated as an employer in a statutory employment case and a Professional Employer Organization (PEO). In both instances, the upstream contractor and the PEO are entities not directly controlling the daily operations of the employee, nevertheless, each entity is designated as the employer. See S.C. Code Ann. §§ 42-1-400 et. seq. and 40-68-60 275 (2018).

4. We affirm the Single Commissioner's finding that:

Danger Boy Productions as the production company for the show which Claimant was providing transportation services, but was not Claimant's actual employer. Claimant's testimony that he thought Danger Boy Productions was his employer is not supported by the greater weight of the evidence. The greater weight of the evidence, including the personnel paperwork and Claimant's pay stubs, support a finding that Cast & Crew is Claimant's employer.

5. We affirm the Single Commissioner's finding that:

Because Cast & Crew was Claimant's employer, at the time of the accident on May 6, 2105, this at-will employment was in clear violation of the terms of the settlement agreement and release or clincher dated October 22, 2012, wherein Claimant agreed he would not seek future employment with Cast & Crew. The undersigned did take into account the process by which Claimant sought this employment, which was through union assignment. However, once Claimant reviewed the hiring or initial paperwork and discovered that Cast & Crew was to pay his wages and did in fact pay his salary, he had ample opportunity decline the assignment. However, the facts show Claimant expressly and knowingly accepted the work assignment with Cast & Crew, which violated the terms of the contract and the settlement agreement, and release.

6. We affirm the Single Commissioner's finding that:

Notwithstanding the above finding, there is insufficient evidence to support a finding of fraud in the inducement or *fraud ab initio*, which would void the employee/employer relationship at the time of Claimant's injury. Claimant's use of two versions of his name, pre-injury and post-injury, while compelling, is not persuasive, absent the undersigned engaging in surmise or speculations as to fraud. Therefore, Claimant sustained a compensable injury to his right lower extremity (ankle) within the course and scope of his employment with Cast & Crew, the employer.

7. We affirm the Single Commissioner's finding that:

Claimant is not at maximum medical improvement and is entitled to continued medical treatment at the direction of the employer and carrier pursuant to Section 42-15-60.

8. We vacate the Single Commissioner's finding that:

Based upon the terms of the settlement agreement and release, Claimant was previously compensated by Cast & Crew for 1,704.56 weeks of benefits (per a mutually agreed to allocation by the parties). As such, Claimant has exceeded 500 weeks of compensation benefits pursuant to the Act. Assuming *arguendo*, Claimant's prior award did not exceed or reach the 500 week limitation or cap, his receipt of temporary total benefits since May 2015, has resulted in payment of more than 500 weeks of compensation benefits for the same employer

The application and analysis of Section 42-9-170 is premature. The Statute applies to a successive "permanent" injury after a previous "permanent" injury. The Claimant is not yet at maximum medical improvement. He is still receiving temporary benefits. A determination of "permanent" injury from this accident cannot be made at this time.

10. We vacate the Single Commissioner's finding that:

Defendants are entitled to immediately terminate payment of temporary total disability compensation benefits because Claimant has exceeded the maximum allowable weeks of benefits pursuant to the Act.

We find Defendants shall immediately reinstatement payment of temporary total disability compensation benefits until further order of the Commission.

11. We vacate the Single Commissioner's finding that:

Claimant is not entitled to continued temporary total, temporary partial, permanent partial, permanent and total, and/or wage loss benefits.

We find a determination of permanent partial, permanent and total, and/or wage loss benefits is premature and not before us as Claimant has not reached maximum medical improvement.

APPELLATE PANEL CONCLUSIONS OF LAW

1. S.C. Code Annot. § 42-1-160 (2018) governs accidental injuries.
2. S.C. Code Annot. § 42-1-130 (2018) governs the employer/employee relationship.
3. S.C. Code Annot. § 42-1-400 and 40-68-10 et. governs the designation of employer for contractors and Professional Employer Organizations.
4. S.C. Code Annot. § 42-9-170 (B)(2018) provides that "If an employee previously has incurred permanent partial disability through the loss of a hand, arm, shoulder, foot, leg, hip, or eye and by subsequent accident incurs total permanent disability through the loss of another member, the employer's liability is for the subsequent injury only, except that the employee may receive further benefits as provided under the provisions of Section 42-9-35."
5. S.C. Code Annot. § 42-15-60 (2018) provides the employer shall provide and the employee shall accept "an attending physician and any medical care or treatment that is considered necessary by the attending physician . . ."

AWARD

IT IS HEREBY ORDERED that the Decision and Order of the Single Commissioner is **Affirmed in part and Vacated in part;**

IT IS FURTHER ORDERED that Defendants shall immediately reinstatement payment of temporary total disability compensation benefits retroactively and continuing on a weekly basis until further order of the Commission;

IT IS FURTHER ORDERED that Defendants shall provide all causally related medical treatment deemed necessary by the attending physician pursuant to Section 42-15-60 until Claimant reaches MMI and thereafter so long as such treatment tends to lessen the period of disability;

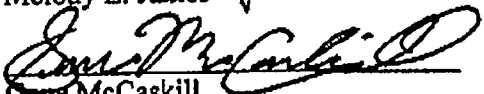
IT IS FURTHER ORDERED that determination of permanency is premature pending maximum medical improvement;

IT IS FURTHER ORDERED that no hearing costs or penalties are assessed;

AND IT IS SO ORDERED.


R. Michael Campbell, II


Melody L. James


Gene McCaskill

South Carolina Workers' Compensation Commission
Columbia, SC

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Eugenia Hollmon on July 3, 2019

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1506114

FRANKIE PADGETT,

Employee/Claimant,

Claimant,

vs.

CAST & CREW ENTERTAINMENT
SERVICES, INC.,

Employer,

AND

AMERICAN ZURICH INSURANCE
COMPANY,

Carrier,

Defendants.

AMENDED DECISION AND ORDER

DATE OF HEARING:

Hearing held in Moncks Corner, South Carolina on October 30, 2017.

APPEARANCES:

Frankie Padgett, Claimant, represented by Stephen B. Samuels, Esquire, of Samuels Law Firm, LLC, Columbia, South Carolina.

Defendants represented by Vernon F. Dunbar, Esquire of McAngus Goudelock & Courie, L.L.C. of Greenville, South Carolina.

PURPOSE OF THE HEARING: To determine the issues raised in Petition and Form 58.

COMMISSIONER: Commissioner Aisha Taylor

FILED: June 15, 2018

ROA-011

STIPULATIONS

The parties stipulated to the following:

1. The South Carolina Workers' Compensation Commission has subject matter jurisdiction over this proceeding.
2. The purpose of the hearing is to determine all issues raised in Defendants' Petition for Hearing and Forms 58. Specifically, whether to terminate compensation benefits provided and paid to Frankie Padgett, Claimant.
3. Notice of the hearing was timely and properly provided to all parties of interest.
4. Proper venue is in Berkeley County, as agreed upon by the parties.
5. The compensation rate is the maximum for the year 2015 or \$766.05.
6. Frankie Padgett, Claimant, suffered an injury to his right lower extremity (ankle), while working as a driver for Cast & Crew Entertainment Services, Inc., Defendant/Employer, on May 6, 2015.
7. Claimant contends other body parts listed in his Form 58 were injured or affected. Defendants deny an injury to these other body parts. The parties agree those issues are not before the undersigned at this hearing. (Hr. Tr. P. 22; ll. 20-22).
8. Without objection, the Commission file is made a part of the record, excluding unstipulated medical reports and self-serving statements and hearsay testimony.

APA SUBMISSIONS

Defendants' Submissions:

APA #	DOCTOR	PRACTICE	DATES	PAGES
1.	Wendy Bisset, MD		5/6/15	1 - 2
2.	Brian Turner, Medic		5/6/15 - 6/2/15	3 - 4
3.	Douglas Hanzel, MD		7/28/15	5
4.	John Prather, MD		6/5/15 - 6/8/15	6 - 9
Exhibits				
A.	Carrier's Acknowledgment of Claim			
B.	2009 Accident Claim Documents			
C.	Corporate Documents			
D.	Payroll Information			
E.	Cast & Crew Workers' Compensation Services			
F.	Employment Application Documents			
G.	Temporary Total Checks to be submitted			

Claimant's Submissions:

APA	MEDICAL PROVIDER	DATES	PAGES
5.	Memorial Health University Hospital	05.19.15 - 05.07.17	10 - 35
6.	Imaging Specialists	01.23.17	36 - 37
7.	MRI at Belfair	05.18.15 - 04.07.16	38- 41
8.	Chatham Orthopaedic Associates, PA	05.12.17 - 09.18.17	42 - 72

TAB	EXHIBIT	DATES	PAGES
H.	X-Ray	--	73
I.	Genex NCM Closure Report	07.14.17	74 - 81
J.	Email from MGC	10.10.17	82 - 83

STATEMENT OF THE CASE

This matter came before the undersigned Commissioner on a Petition for Hearing filed by the Defendants. Defendants seek to terminate temporary compensation currently being paid to the Claimant, Frankie Padgett, for an admitted injury by accident occurring on May 6, 2015.

Defendants admit Padgett injured his right ankle in the accident. Defendants deny all other alleged injuries and body parts. Those issues are not before me in this hearing.

Defendants contend that the Employer, Cast and Crew Entertainment Services, Inc., had previously employed the Claimant under a different name -- Perry Padgett. Defendants contend Claimant had a previous workers' compensation claim while employed with Cast & Crew occurring on August 27, 2009. That claim settled on a clincher for a lump sum payment of \$150,000.00. The clincher was filed with the Commission on October 22, 2012.

Defendants raise two grounds on which Claimant would be barred from receiving further monetary compensation. As a first ground, Defendants contend Claimant agreed not to seek further employment with Cast & Crew. Specifically, the 2012 Clincher states: "The parties agree that the Claimant is no longer an employee of Cast & Crew Entertainment Services, Inc., and further agree he will not seek future employment with Cast & Crew Entertainment Services, Inc." Defendants note the 2009 claim was filed under the name Perry Padgett, whereas the 2015 claim is filed under the name Frankie Padgett. Defendants contend Claimant used a different version of his name to induce Cast & Crew into hiring him in violation of the 2012 Clincher. Defendants contend this fraud in the application allows them to void the employment relationship, thus barring Claimant from all benefits. Defendants argue that because Claimant's employment application, check stubs and documents involving his receipt of temporary total disability compensation benefits in 2015, all designate Cast & Crew as the employer, Claimant

committed fraud. Defendants assert that because of Claimant's fraudulent actions, he should be barred from receiving temporary total disability, medical and permanent partial disability benefits.

As a second ground, Defendants contend Claimant has been paid 500 weeks of compensation, such that he has exhausted all available benefits pursuant to sections 42-9-260 and 170 of the South Carolina Code. Defendants contend the \$150,000 was equivalent to 220.15 weeks of compensation. Per the Form 19 filed September 27, 2012, Claimant was paid 154.8571 weeks of temporary total disability. Thus, Defendants contend 375 weeks was paid in the 2009 claim. In the 2015 claim, Claimant has been paid continuously since May 7, 2015. As of the date of the hearing, Claimant has been paid approximately 130 weeks of temporary total disability compensation. As of the October 30, 2017 hearing, Defendants contend Claimant has been paid 505 weeks, thus he is barred from receiving additional compensation.

In response, Claimant contends he did not falsify his application. Claimant alleges his full name is "Perry Frankie Padgett, Jr." He goes by Frankie because his father goes by Perry. Claimant contends he went by the name filed by the employer in each claim. Claimant further contends that his actual employer was not Cast & Crew; rather he was employed by Danger Boy Productions. He contends Cast & Crew is merely a Professional Employer Organization or staffing company, rather than the employer (Exhibit F-1). Claimant further contends Cast & Crew merely provides payroll services and workers' compensation insurance to television and movie production companies; and did not direct his employment activities. Padgett contends he is hired through the Teamster's Union to work for a particular production company for however long that production lasts. Claimant contends he has no way of knowing whether he will receive

his wages from Cast & Crew or another payroll company until he actually fills out employment paperwork.

Claimant further contends that Cast & Crew is barred from denying the employment relationship by the 150-day rule, and by waiver and estoppel. Claimant contends Cast & Crew had full knowledge of his identity, as he provided them with the identical address, date of birth, last name and social security number.

As to Cast & Crew's allegation that Claimant has exhausted the 500 week limit on compensation, Claimant contends the \$150,000 Clincher payment cannot be equated to compensation as the Clincher released Defendants from all claims arising out of the August 27, 2009 injury, "including but not limited to any right which Claimant might otherwise have to demand employment or benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or prescriptions, lost time or death, under the Act and specifically including any right which Claimant might otherwise have to demand further benefits by way of compensation or medical care under the Act because of a change of condition . . ." Claimant further contends he is entitled to additional compensation because (1) there is no limit on temporary total disability compensation, and (2) the 2015 claim involves a different body part than the 2009 claim.

EVIDENCE OF THE CASE

Testimony:

Frankie Padgett

Claimant, Frankie Padgett, testified on his own behalf. Padgett testified that he has always referred to himself as Frankie Padgett. (TR. P. 30 LL. 20 – 25; P. 31 LL. 1 – 2). His full legal name is Perry Frankie Padgett, Jr. He goes by Frankie because his father goes by Perry.

Padgett acknowledged that the clincher, which was signed by Claimant on October 12, 2012, reflects that the name Perry F. Padgett, Jr., was utilized. (Exhibit D p. 13 – 14).

Frankie Padgett, Jr., a/k/a Perry F. Padgett, Jr. or Perry Padgett, worked in the employ of Cast & Crew Entertainment Services, Inc., [“Defendant” or “Cast & Crew”] on two occasions, and each time suffered accidental injuries. During Claimant’s first period of employment with Cast & Crew, he sustained injuries to his left foot, left leg, back, hips and right leg on August 27, 2009. Claimant was employed as a driver for Cast & Crew.

As a result of the 2009 accident, Claimant received temporary total disability compensation benefits from August 28, 2009, to September 26, 2012. During that time, Claimant received medical treatment from the following medical providers: Orthopedic Specialists of Charleston, Carolina Spine and Sports Rehab Specialists, Ortho Carolina, Moore Orthopedics, Edisto Orthopedics, CBD Medical Enterprises, P.A., Nason Medical Center, Colleton Medical Center, Low Country Medical Group, LLC, Imaging Specialists of Charleston, Palmetto Imaging, Providence Hospital, Mount Pleasant Hospital, Carolina Sports Care, and Coastal Empire Imaging, LLC. The total amount of medical benefits paid to Claimant during his period of total incapacitation totaled \$91,851.55.

Claimant resolved the 2009 claim for the lump sum and non-commuted payment of \$150,000.00, by virtue of a settlement agreement and release (clincher). According to the terms of the clincher, the \$150,000.00 payment, less attorneys’ fees and costs, were to be paid over a period of 1,704.56 weeks.

The clincher provided that, although the settlement agreement and release is an agreement approved by the South Carolina Workers’ Compensation Commission, it was also agreed that it would be construed as a contract, with the provisions of the same enforceable in a

court of competent jurisdiction. Accordingly, Claimant and Defendant agreed effective October 22, 2012, that Claimant was no longer an employee of Cast & Crew and that he would not seek future employment with Cast & Crew. (Exhibit B 8-14).

Subsequently, in 2015, Claimant sought employment as a driver for a production company referred to as "*Danger Boy Production*". Upon hire, Claimant was required to complete various employment documents, which reflected that the employer was Cast & Crew (Exhibit F p. 1). Interestingly, upon Claimant submitting his employment application to Cast & Crew, he did not utilize the name he had utilized in 2009, or "Perry Padgett," but rather "Frankie Padgett." (Exhibit F-1-3). Despite the clause in the prior clincher, which was filed with the Commission in on October 22, 2012, and precluded Claimant from seeking or obtaining employment with Cast & Crew, Claimant began working for Cast & Crew on March 30, 2015, by utilizing the name Frankie Padgett, as opposed to Perry Padgett (Exhibits B, D and F: Pages 1 – 4).

Claimant injured his right leg and foot on May 6, 2015. Despite receiving correspondence from American Zurich Insurance Company's adjuster and documents filed with the South Carolina Workers' Compensation Commission designating Cast & Crew as Claimant's employer, Claimant denies the existence of an employment relationship with Cast & Crew. (Exhibit A).

In particular, Claimant argues that despite completion of an application in which Cast & Crew is clearly designated as the employer, he did not violate the terms of the clincher because Cast & Crew is a payroll company or Professional Employer Organization or staffing company, rather than the employer. (Exhibit F-1). Claimant further argues that Cast & Crew merely provides payroll services and workers' compensation insurance for various production companies; and did not direct his employment activities.

Defendants argue that because Claimant's employment application, check stubs and documents involving his receipt of temporary total disability compensation benefits in 2015, all designate Cast & Crew as the employer, Claimant committed fraud. Defendants assert that because of Claimant's fraudulent actions, he should be barred from receiving temporary total disability, medical and permanent partial disability benefits.

In addition to the commission of fraud, Defendants assert that no additional temporary or permanent disability benefits are available because in excess of 500 weeks of benefits had been paid before the date of this hearing.

Claimant testified that he has worked as a truck driver over the years, but denied working for Cast & Crew after 2012. Claimant admitted that the settlement involving his 2009 accidental injury was paid by Cast & Crew; and that Cast & Crew was designated as the employer in the settlement documents. Claimant also admitted when his workers' compensation claim was being processed, he received correspondence from the insurance adjuster designating Cast & Crew as his employer. (TR. P. 28, LL. 24 – 25; P. 29). Nevertheless, Claimant contends he is entitled to benefits under the Act from Cast & Crew.

With regard to the allegation of fraud, Claimant testified that he has always referred to himself as Frankie Padgett. (TR. P. 30 LL. 20 – 25; P. 31 LL. 1 – 2) However, a review of the clincher, which was signed by Claimant on October 12, 2012, reflects that the name Perry F. Padgett, Jr., was utilized. (Exhibit D p. 13 – 14).

Last, Claimant admitted that prior to his injury and upon receipt of his first paycheck, Cast & Crew was designated as the employer. (TR. P. 53, L. 1; P. 54, LL. 1 – 4). Nonetheless, Claimant knowingly continued his employment with Cast & Crew while cognizant of the terms of the clincher prohibiting future employment with Defendant.

L.B Fletcher

Landol Dula Fletcher testified on behalf of Claimant. Mr. Fletcher testified he had previously served as the president of the Teamsters Union for South Carolina and North Carolina. Mr. Fletcher is presently retired. (TR. P. 54) Mr. Fletcher described the hiring process by the production companies. Mr. Fletcher testified that his secretary would provide the names of prospective drivers to the production companies.

Based upon the foregoing APA Submissions, Exhibits, and testimonies, the following Findings of Fact are made:

FINDINGS OF FACT

1. Claimant was an employee of Cast & Crew Entertainment Services on May 6, 2015, the date of his accident. Claimant completed employment application documents dated March 30, 2015, that clearly reflect that his employer was "Cast & Crew". (Exhibit F-1). Claimant admitted that his pay stubs reflected Cast and Crew was the employer.
2. Cast & Crew Entertainment Services is listed as a business entity in public documents obtained from the South Carolina Secretary of State's office. No documents were submitted which reflects Danger Boy Production was a recognized business entity operating within the jurisdiction of the state of South Carolina.
3. Cast & Crew Entertainment Services' designation as an employer was proven by preponderance of the evidence. Moreover, Cast & Crew's designation as an employer is analogous to an upstream contractor being designated as an employer in a statutory employment case and a Professional Employer Organization (PEO). In both instances, the upstream contractor and the PEO are entities not directly controlling the daily

operations of the employee, nevertheless, each entity is designated as the employer. *See S.C. Code Ann. §§ 42-1-400 et. seq. and 40-68-60 275 (2018).*

4. Danger Boy Productions was the production company for the show for which Claimant was providing transportation services, but was not Claimant's actual employer. Claimant's testimony that he thought Danger Boy Productions was his employer is not supported by the greater weight of the evidence. The greater weight of the evidence, including the personnel paperwork and Claimant's pay stubs, support a finding that Cast & Crew was Claimant's employer.
5. Because Cast & Crew was Claimant's employer, at the time of the accident on May 6, 2015, this at-will employment was in clear violation of the terms of the settlement agreement and release or clincher dated October 22, 2012, wherein Claimant agreed he would not seek future employment with Cast & Crew. The undersigned did take into account the process by which Claimant sought this employment, which was through union assignment. However, once Claimant reviewed the hiring or initial paperwork and discovered that Cast & Crew was to pay his wages and did in fact pay his salary, he had ample opportunity to decline the assignment. However, the facts show Claimant expressly and knowingly accepted the work assignment with Cast & Crew, which violated the terms of the contract and the settlement agreement, and release.
6. Notwithstanding the above finding, there is insufficient evidence to support a finding of fraud in the inducement or *fraud ab initio*, which would void the employee/employer relationship at the time of Claimant's injury. Claimant's use of two versions of his name, pre-injury and post-injury, while compelling, is not persuasive, absent the undersigned engaging in surmise or speculation as to fraud. Therefore, Claimant sustained a

compensable injury to his right lower extremity (ankle) within the course and scope of his employment with Cast & Crew, the employer.

7. Claimant is not at maximum medical improvement and is entitled to continued medical treatment at the direction of the employer and carrier pursuant to Section 42-15-60.
8. Based upon the terms of the settlement agreement and release, Claimant was previously compensated by Cast & Crew for 1,704.56 weeks of benefits (per a mutually agreed to allocation by the parties). As such, Claimant has exceeded 500 weeks of compensation benefits pursuant to the Act. Assuming *arguendo*, Claimant's prior award did not exceed or reach the 500 week limitation or cap, his receipt of temporary total benefits since May 6, 2015, has resulted in payment of more than 500 weeks of compensation benefits for the same employer.
9. Defendants are entitled to immediately terminate payment of temporary total disability compensation benefits because Claimant has exceeded the maximum allowable weeks of benefits pursuant to the Act.
10. Claimant is not entitled to continued temporary total, temporary partial, permanent partial, permanent and total, and/or wage loss benefits.

CONCLUSIONS OF LAW

1. S.C. Code Annot. § 42-1-160 (2018) governs accidental injuries.
2. S.C. Code Annot. § 42-1-130 (2018) governs the employer/employee relationship.
3. S.C. Code Annot. §§ 42-1-400 and 40-68-10 et. governs the designation of employer for contractors and Professional Employer Organizations.
4. S.C. Code Annot. § 42-9-170 (A)(2018) provides that an employee having sustained a permanent injury in the same employment and suffers a subsequent injury is only entitled

to a maximum of 500 weeks of compensation benefits. See also *Medlin v. Greenville County*, 303 S.C. 484, 401 S.E.2nd 667 (1991).

5. S.C. Code Annot. § 42-9-210 (2018) governs credit for overpayment of compensation/indemnity benefits.
6. S.C. Code Annot. § 42-15-60 (2018) governs medical treatment and benefits.

ORDER

IT IS HEREBY ORDERED that Defendants are entitled to immediately terminate payment of indemnity benefits to Claimant.

IT IS FURTHER ORDERED that because Defendants have paid in excess of 500 weeks of compensation benefits as a result of the 2009 and 2015 accidental injuries, Claimant is not entitled to additional temporary or permanent indemnity benefits, since he has sustained a permanent injury in the same employment and has recovered in excess of 500 weeks of workers' compensation benefits from the same employer, Cast & Crew Entertainment Services.

IT IS FURTHER ORDERED Defendants shall provide Claimant with medical treatment as directed by the authorized treating physician, which is provided at the direction of the Defendants.

AND IT IS SO ORDERED.



Commissioner Aisha Taylor

CERTIFICATE OF SERVICE

This is to certify the undersigned has this date served this order in the above entitled action upon all parties to this cause by sending an electronic copy hereof by electronic mail addressed to the attorney or attorneys for said parties or by depositing a copy hereof, postage paid, in the United States certified mail addressed to any unrepresented party.
June 15, 2018

By: Tamara Morris, Administrative Assistant to Commissioner James

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1506114

FRANKIE PADGETT,

Employee,

Claimant/Respondent,

vs.

CAST & CREW ENTERTAINMENT
SERVICES, INC.,

Employer,

AND

AMERICAN ZURICH INSURANCE
COMPANY C/O ZURICH NORTH
AMERICA

Carrier,

Defendants/Petitioners.

**DEFENDANTS' PETITION TO
TERMINATE PAYMENT OF
TEMPORARY TOTAL DISABILITY
COMPENSATION AND/OR
MEDICAL BENEFITS**

Petitioners Cast & Crew Entertainment Services, Inc., temporary employer, and its workers' compensation insurance carrier, American Zurich Insurance Company, represents to the South Carolina Workers' Compensation Commission as follows:

1. Frank Perry Padgett, Jr., a/k/a Frankie Padgett and Perry Padgett, is a 50-year-old male who was hired in a temporary capacity to work as a driver for Cast & Crew Entertainment Services, Inc., on or about March 30, 2015.

2. Frank Perry Padgett, Respondent, had previously worked for Cast & Crew as a truck driver in 2009. On August 27, 2009, Respondent was working transporting film equipment and set materials when he fell and injured his left ankle and right knee. Respondent underwent approximately six surgeries to repair his left ankle. Petitioners paid Respondent

approximately \$106,000 in temporary total disability compensation benefits as a result of the August 27, 2009, left ankle and right knee injury. Petitioners also paid approximately \$91,851.55 for medical treatment.

3. Respondent contended that he was permanently and totally disabled as a combination of the left ankle and right knee injuries. Respondent also contended that the accident resulted in disabling back pain. As a consequence of Respondent's contention that he was permanently and totally disabled, the case was settled by virtue of a settlement agreement and release (clincher) for the amount of \$150,000 (Exhibit A).

4. The \$150,000.00 paid to Respondent in resolution of the 2009 claim represented the remaining benefits to be paid.

5. The clincher was approved by the South Carolina Workers' Compensation Commission on October 22, 2012. The clincher (Exhibit A) reflects that a total of 375 weeks of disability benefits have been paid with regard to the 2009 claim.

6. In provision III (I), which is set forth on page 4 of the clincher, Respondent agreed that he would not seek future employment with Cast & Crew Entertainment Services, Inc.

7. Despite the provision in the clincher prohibiting Respondent from reapplying, Respondent completed an application to work for Cast & Crew Entertainment Services on March 30, 2015. Respondent had previously utilized the name "*Perry Padgett*" with regard to his 2009 employment application and resulting workers' compensation claim. In the most recent claim, Respondent had submitted an application to Cast & Crew Entertainment Services, Inc., using the name "*Frankie Padgett*."

8. On May 6, 2015, Respondent was entering a trailer in order to make a copy when he injured his right ankle. Respondent has been provided appropriate medical treatment, which

has consisted of orthopaedic treatment, physical therapy, and treatment from an endocrinologist.

9. Respondent has been paid temporary total disability compensation benefits as a result of the injury. However, on or about September 27, 2017, Respondent will have received in excess of 500 weeks of disability benefits.

10. According to §42-9-170 (A), an employee having sustained permanent injury in the same employment and suffers a subsequent injury is only entitled to a maximum of 500 weeks of compensation benefits. S.C. Code Annot. §42-9-170 (A) (2017) (Exhibit B). See also Medlin v. Greenville County, 303 S.C. 484, 401 S.E.2d 667 (1991).

TERMINATION OF MEDICAL BENEFITS

11. The allegations contained in paragraphs 1 through 10 are re-alleged and incorporated herein by reference.

12. Upon information and belief and based upon the previous approved clincher, Petitioners assert that because Respondent provided misleading information concerning his identity, and as a result willfully violated the express terms of the clincher or settlement agreement and release that he not reapply for an employment position, he is barred from receiving temporary total and medical benefits.

13. Petitioners assert because Respondent contended that he was permanently and totally disabled and was unable to work and had various restrictions from employment, that his application for employment in 2015 constituted fraud in the application; which thereby rendered void Respondent's 2015 employment tenure with Petitioners and an obligation to pay workers' compensation benefits.

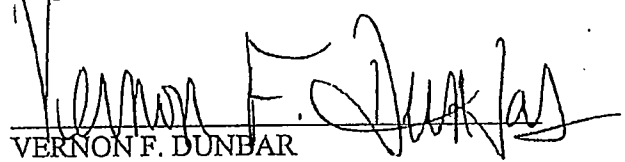
WHEREFORE, Petitioners respectfully request that the Commission grant relief from any perceived obligation to provide Respondent with medical benefits and to pay temporary total

disability compensation benefits and any other statutory obligations arising under the Act.

Petitioners further request that it be relieved from any and all obligations to pay any permanent disability compensation benefits resulting from Respondent's right lower extremity injury that occurred on or about May 6, 2015.

Petitioners respectfully request such other and further relief as the Commission may deem just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vernon F. Dunbar", is written over a horizontal line.

VERNON F. DUNBAR
MCANGUS GOUDELOCK & COURIE, L.L.C.
Post Office Box 2980
55 East Camperdown Way, Suite 300
Greenville, South Carolina 29602
(864) 239-4000
Attorneys for the Employer/Carrier

Greenville, South Carolina
June 23, 2017



05-08-2015

Frankie Padgett

RE: Named Insured: Cast & Crew Entertainment Services Inc
Claim Number: 2840202414
Policy Number: WC-15-9298239
Date of Loss: 05-06-2015
Loss Location: 4280 Ashley River Rd Charleston, SC

American Zurich Ins. Co.

WC Southeast
PO Box 968084
Schaumburg, IL
60196-8084

Telephone: (800) 340-8602
Fax: (407) 660-0339
<http://www.zurichna.com>

Dear Frankie Padgett:

Please accept this letter as an initial acknowledgment of your claim with the date of loss identified above.

It is very important we maintain an open line of communication during the investigation and evaluation of your claim. You may contact me during business hours via: phone (404) 851-3209, email brenda.nichols@zurichna.com, or fax (407) 660-0339. Please refer to our claim number on all forms of communication.

Throughout the claims process, I will strive to:

- o Provide timely updates on the status of your claim
- o Respond to your phone and email messages within 24 business hours of receipt

Our mailing address is PO Box 968084, Schaumburg, IL, 60196-8084. Please mail all correspondence, i.e. medical bills, requests for reimbursement to the PO Box identified above.

If I have been unable to reach you, please contact me at your earliest convenience. I look forward to assisting you with your claim.

Sincerely,
American Zurich Ins. Co.

ROA-029

Page 2

May 08, 2015

Brenda Nichols
SPCL
(404) 851-3209

CC / Enc

ROA-030

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Perry Padgett,)
)
CLAIMANT,)
)
-VERSUS-)
)
Cast & Crew Entertainment Services, Inc.)
)
EMPLOYER,)
AND)
)
American Zurich Insurance Group,)
CARRIER,)
DEFENDANTS.)

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION
COMMISSION

Settlement Agreement and Release of all
Workers' Compensation Claims

WCC File Number: 0911896

RECEIVED
SETTLEMENT
OCT 22 2012
Division of Claims
SC Workers' Comp. Comm.

I. RECITALS

That heretofore on or about the 27th day of August, 2009, while in the employ of Cast & Crew Entertainment Services, Inc., (hereinafter called "Employer"), County of Charleston, State of South Carolina, Perry Padgett (herein referred to as "Claimant") alleges he sustained an injury by accident to his left foot, left leg, back, hips, right leg, skin and disfigurement arising out of and in the course of his employment. The Claimant's average weekly wage is \$2272.37, with a corresponding compensation rate of \$681.36. Claimant alleges he is entitled to additional medical and/or indemnity benefits under the Workers Compensation Act of South Carolina as contained in Title 42 of the Code. Employer/Carrier deny that any such benefits are due.

It is the joint desire of Claimant and of Cast & Crew Entertainment Services, Inc. and Zurich American Insurance Company (herein referred to as "Employer/Carrier") to fully and permanently resolve such allegations and claims for benefits. The parties have entered into this written agreement to set forth the terms of their agreement to settle or otherwise resolve all claims that Claimant may have for benefits for Workers Compensation from Employer/Carrier, all pursuant to Regulation 67-803 of the SC Workers' Compensation Commission. The date of this agreement is the date first written beside the claimant's signature below.

II. RELEASE OF CARRIER AND EMPLOYER

NOW THEREFORE, for and in consideration of the payment to Claimant of the sum of: One Hundred Fifty Thousand and NO/100 (\$150,000.00) DOLLARS, is paid in further consideration of the mutual covenants herein contained, Claimant hereby releases, discharges and binds the claimant's heirs, executors, administrators, dependents, next-of-kin, personal

representatives, privies and assigns under the Act to release, discharge, defend and indemnify Employer/Carrier and their respective agents, servants, insurers, physicians, privies and their successors, from and against any and all debts, claims, demands, causes of action, rights of action and liabilities whatsoever including but not limited to any consequences whatsoever of any injuries sustained by Claimant in the above-referenced accident of August 27, 2009, whether known or unknown, and including but not limited to any right which Claimant might otherwise have to demand employment or benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or prescriptions, lost time or death, under the Act and specifically including any right which Claimant might otherwise have to demand further benefits by way of compensation or medical care under the Act because of a change in condition hereafter (which right is hereby expressly waived, released and renounced) whether or not arising out of or directly or indirectly in any way conceivably attributable to Claimant's injury by accident as aforesaid and each and every consequence thereof, whether known or unknown.

Without in any way affecting the overall terms of this settlement insofar as the Defendants are concerned, the Claimant and his attorney hereby request the Commission to approve the allocation of the proposed total settlement proceeds of \$150,000.00 as follows:

1. The sum of Fifty Thousand and NO/100 (\$50,000.00) dollars as attorney fees to David L. Hoffman, Jr., Esquire pursuant to Commission Regulation 67-1205(C), and the agreement between the Claimant and attorney David L. Hoffman, Jr.;

2. The sum of One Thousand Four Hundred Sixty-Six and 91/100 (\$1,466.91) dollars to this attorney as reimbursement for litigation costs pursuant to Commission Regulation 67-1206;

3. The sum of Ninety Eight Thousand Five Hundred Thirty-Three and 09/100 (\$98,533.09) dollars as compromise settlement for disputed permanent disability at the rate of Fifty-Seven and 81/100 (\$57.81) dollars per week commencing on the date of the SCWCC's approval of this agreement for a period of 1,704.56 weeks thereafter, representing the Claimant's life expectancy of 32.78 years, pursuant to the provisions of S.C. Code Ann. Section 19-1-150 (1976) and the decisions of the South Carolina Supreme Court in Utica-Mohawk Mills v. Orr, 227 S.C. 226, 87 S.E.2d 589 (1955) and the Third Circuit Court of Appeals in Sciarotta v. Bowen, 837 F.2d 135 (3rd Cir. 1988).

III. SCOPE AND CONSTRUCTION OF THIS AGREEMENT OR ORDER

(A) Agreement ends all future compensation, including the claimant's right to seek a change of condition under 42-17-90. In exchange for the payment herein made Claimant does relinquish and forever end any entitlement or right to seek additional workers compensation benefits, including medical expenses, based upon a change of condition as set forth in South Carolina Code Section 42-17-90.

(B) Consideration for settlement of this claim includes all medical payments (if any) made by Employer/Carrier to date. Claimant has been treated and/or evaluated by

Orthopaedic Specialists of Charleston, who did not rate the Claimant's permanent impairment; by Carolina Spine & Sports Rehab Specialists, who did not rate the Claimant's permanent impairment; by OrthoCarolina, who did not rate the Claimant's permanent impairment; by Moore Orthopaedics, who did not rate the Claimant's permanent impairment; by Edisto Orthopaedics, who did not rate the Claimant's permanent impairment; by CBD Medical Enterprises, PA, who did not rate the Claimant's permanent impairment; by Nason Medical Center, who did not rate the Claimant's permanent impairment; by Coastal Empire Imaging, LLC, who did not rate the Claimant's permanent impairment; by Colleton Medical Center, who did not rate the Claimant's permanent impairment; by Lowcountry Medical Group, LLC, who did not rate the Claimant's permanent impairment; by Imaging Specialists of Charleston, who did not rate the Claimant's permanent impairment; by Palmetto Imaging, who did not rate the Claimant's permanent impairment; by Providence Hospitals, who did not rate the Claimant's permanent impairment; by Mt. Pleasant Hospital, who did not rate the Claimant's permanent impairment; and by Carolina Sportscare, who did not rate the Claimant's permanent impairment. In addition to the money paid as consideration for this agreement, the parties recite that Claimant has received and Employer/Carrier has paid those sums as evidenced by the Commission's Form 19 with such sums being paid for medical expenses associated with this claim.

(C) The payment made herein satisfies the obligation on the part of Employer/Carrier to pay medical expenses incurred through the date of this agreement. The payment as set forth herein is inclusive of any obligation by the Employer/Carrier to pay for medical expenses incurred through the date of this agreement. This shall be construed to include only medical expenses that were authorized by the Employer/Carrier.

(D) Agreement ends all future compensation including Claimant's right to seek additional medical care under the doctrine set forth in *Dodge* and as provided in 42-15-60. As further consideration of the payment herein made Claimant does relinquish any right to additional medical care under South Carolina Code section 42-15-60, or any right to medical care under the holding in *Dodge v. Brucoli, Clark, Layman, Inc.*, 334 S.C. 574, 514 S.E.2d 593, and related cases.

(E) The payment made herein satisfies any obligation of Employer/Carrier to pay for temporary disability benefits, mileage reimbursement, travel costs, interest on any unpaid benefits, attorneys fees, and any and all penalties or fines which might be payable to Claimant. The payment made herein satisfies any obligation of Employer/Carrier to pay for temporary disability benefits or for temporary partial wage loss. Additionally the payment herein, so far as applicable to this claim, shall be deemed to also include reimbursement for travel costs, mileage, interest on any unpaid benefits, attorneys fees, and any and all penalties or fines which might be payable to the claimant.

(F) Agreement extinguishes all claims. As a part of the consideration of this agreement, the Employer/Carrier has agreed to pay the sum stated below as an extinguishment of the claims arising out of Claimant's August 27, 2009, accident whose claim numbers are listed above.

(G) Agreement, when approved by a Commission shall be construed as an Act, Judgment or Decree of South Carolina. This agreement shall be construed as a contract

between the parties, and when approved by the South Carolina Workers Compensation Commission, it shall also be an official act, decree and judgment entitled to full faith and credit in all of the states of the United States. The parties agree that this agreement and order of the South Carolina Workers Compensation Commission shall be construed under the laws of South Carolina.

(H) The agreement shall have a dual nature and shall also survive as a contract. Even though this agreement, when approved by the South Carolina Workers Compensation Commission shall be treated as an order of the same, it is also to be construed as a contract, with the provisions of the same enforceable in a court of competent jurisdiction.

(I) Agreement regarding employment The parties agree that the Claimant is no longer an employee of Cast & Crew Entertainment Services, Inc. and further agrees that he will not seek future employment with Cast & Crew Entertainment Services, Inc.

IV. REPRESENTATION THAT CLAIMANT IS NOT ON SOCIAL SECURITY DISABILITY; INDEMNITY TO EMPLOYER/CARRIER FOR LIABILITY TO GOVERNMENTAL AGENCIES.

Claimant represents and stipulates that he has not received Social Security disability benefits, Medicare Benefits or Medicaid Benefits. As a condition precedent to this agreement Claimant certifies that none of the following conditions apply to him:

- (a) Claimant has applied for Social Security Disability Benefits;
- (b) Claimant has been denied Social Security Disability Benefits but anticipates appealing that decision;
- (c) Claimant is in the process of appealing and/or re-filing for Social Security Disability Benefits;
- (d) Claimant is 62 years and 6 months old (i.e., may be eligible for Medicare based upon his/her age within 30 months); or
- (e) Claimant has an End Stage Renal Disease (ESRD) condition but does not yet qualify for Medicare based upon ESRD.

Additionally Claimant certifies that at the signing of this agreement there is not known to Claimant any claim or entitlement to reimbursement from any governmental agency, whether state, federal or local. Claimant agrees to defend, indemnify, and hold harmless Employer/Carrier if the Social Security Administration or the Department of Health and Human Services or any other State or United States agency makes any claim against Employer/Carrier as a result this workers' compensation claim.

V. MEDICARE; REPRESENTATION THAT CLAIMANT IS NOT ON SOCIAL SECURITY DISABILITY; INDEMNITY TO EMPLOYER/CARRIER FOR LIABILITY TO GOVERNMENTAL AGENCIES.

It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Claimant and Respondent. Because the Claimant is not a Medicare recipient, no conditional payments have been made by Medicare. This claim does not meet Medicare's current review thresholds as described in the July 11, 2005 and April 24, 2006 Medicare Policy Memoranda. As such, this claim does not require review and/or approval from CMS. If the claim had met the review thresholds, a submission would have been made for a \$0.00 allocation for future care based on the disputed nature of the extent of Claimant's injury and the lack of anticipated medical care.

This determination a MSA is unnecessary is based upon a good faith determination of the parties in order to resolve a questionable claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this MSA, or on the claimant's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this workers compensation settlement.

The Claimant agrees to indemnify, defend and hold Respondent harmless from any action by Medicare seeking payment of past, current, or future medical expenses for the Claimant. Claimant shall further hold Respondent harmless from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare benefits to the extent Claimant would have been entitled to those benefits in the absence of this settlement agreement. The Claimant further agrees to waive any and all future actions against Respondent, including but not limited to any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) et seq.

VI. NO WARRANTY OR REPRESENTATION AS TO SOCIAL SECURITY OFFSET

This agreement has been drafted after consultation by counsel for the Employer/Carrier and the Claimant; however the treatment of payment(s) made herein may result in an offset of Social Security payments received by Claimant. Any such offset shall not constitute a basis to revoke this agreement and the counsel for Employer/Carrier makes no warranty to Claimant as to the effect of this settlement on any social security benefits he may receive.

VII. COVENANT OF ALL PARTIES TO COOPERATE AND EXECUTE OTHER DOCUMENTS TO FURTHER PURPOSES OF THIS AGREEMENT.

All parties covenant and agree to execute any other documents, including the release of medical information, the furnishing of medical bills, and any forms which might be required by the South Carolina Workers Commission or similar agencies in another State. Additionally in the event that one or more of the parties hereto files or has filed a third party action against a tortfeasor in which it is alleged that the injuries compensated herein are compensable by the

defendant therein, then each party agrees to cooperate with the other so as to facilitate recovery in that action.

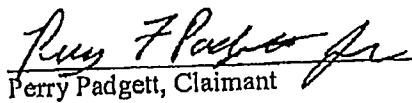
VIII. CLAIMANT HAS HAD THE BENEFIT OF COUNSEL

Claimant acknowledges that he has had the benefit of a competent and experienced attorney, David L. Hoffman, Esquire, in the consideration of this agreement; that he has had adequate time to consider the terms herein; that he is not suffering from any disability or impairment that would prevent him from entering into this agreement; and that there has been no unfair or undue coercion on the part of Employer/Carrier in connection with the claimant's entering into this settlement. Claimant has read and fully understands this agreement, and most importantly he has entered it as a full, final, complete, and conclusive release of the Employer, the Carrier and all persons privy to either from any and all further liability to Claimant.

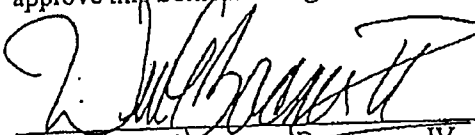
VIV. APPROVAL OF COMMISSION

This Agreement shall be subject to the approval of the Commission, and it is stipulated and agreed between the parties that upon such approval, this Agreement shall not be subject to review, modification or amendments by the Commission or the Courts of this State. Each party prays the approval of this Agreement by the Commission as being to his or their best interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first herein-above mentioned.

 Date: 10-12-12
Perry Padgett, Claimant

 Date: 10/12/12
David L. Hoffman, Claimant's Attorney, who has witnessed the claimant's signature and also makes a joint request of the South Carolina Workers' Compensation Commission to approve this Settlement Agreement

 Date: 10-18-12
William Thomas Bacon, IV, Attorney for Employer/Carrier, who also makes a joint request of the South Carolina Workers' Compensation Commission to approve this Settlement Agreement

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
(803) 737-5723



WCC File #: 0911996
Carrier File #: 2800067061
Carrier Code #: 00438-02
Employer FEIN #: 205544425

Claimant's Name: Perry Padgett SSN: _____ Employer's Name: Cast & Crew Entertainment
Address: 100' E Tujunga Ave 2nd Fl
City: _____ State: SC Zip: _____ City: Burbank State: CA Zip: 91502
Home Phone: _____ Work Phone: _____ Insurance Carrier: American Zurich Ins. Co.
Preparer's Name: Vivian Hardin Law Firm: _____ Preparer's Phone #: (704) 551-3468

Compensation Paid:	Number of Weeks	From (m/d/yyyy)	To (m/d/yyyy)	Amount
1. Number of Weeks T.T.	<u>19.4286</u>	<u>08/28/2009</u>	<u>01/11/2010</u>	<u>\$ 13,237.87</u>
2. Number of Weeks T.T. ^{T.T.O}	<u>135.4285</u>	<u>02/23/2010</u>	<u>09/26/2012</u>	<u>\$ 92,275.55</u>
3. Number of Weeks P.P.	_____	_____	_____	<u>\$ _____</u>
4. Disfigurement	_____	_____	_____	<u>\$ _____</u>
5. Agreement and Final Release	_____	_____	_____	<u>\$ 150,000.00</u>
Total Compensation Paid				<u>\$ 255,513.42</u>
6. Total Medical Benefits* Paid	_____	_____	_____	<u>\$ 91,851.55</u>
7. Funeral Benefits	_____	_____	_____	<u>\$ _____</u>

☐ Case Denied

Date of Injury: 08-27-2009
(m/d/yyyy)

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: [Signature] Claimant By: [Signature] Employer's Representative Date: 9/27/2012
(m/d/yyyy)

Print or type the name of the person, other than the claimant, receiving benefits and sign below.

By: _____

Report of Additional Fees and Recoupment

A. Carrier Reimbursement by Third Party _____ \$ _____
B. Attorney's Fee Paid by Employer _____ \$ _____
C. Attorney's Fee Paid by Claimant (Non-contingent fees only) _____ \$ 90.00

File this form with the Claims Department according to R 67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. * Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within 18 days of final payment of compensation. Form 19 must be filed when a claim is denied.

WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Cast & Crew Entertainment Services Inc 100 E Tujunga Ave 2nd Fl Burbank CA 91502		CARRIER/ADMINISTRATOR CLAIM NUMBER 2800067061	OSHA LOG CASE # 01	REPORT PURPOSE CODE 01
INDUSTRY CODE 7812		EMPLOYER FEIN 954362622	JURISDICTION SC	
INSURED REPORT NUMBER		JURISDICTION CLAIM NUMBER		
EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		LOCATION # 1366211		
		PHONE # 818 848-6022		
CARRIER/CLAIMS ADMINISTRATOR CARRIER (NAME, ADDRESS, & PHONE #) American Zurich Ins. Co. 1400 American Lane Schaumburg IL 847 605-6000		POLICY PERIOD 1/1/09 TO 1/1/10 CHECK IF APPROPRIATE ☐ SELF INSURANCE	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE #)	
CARRIER FEIN 363141762	POLICY/SELF-INSURED NUMBER WC 9298239	ADMINISTRATOR FEIN		
EMPLOYEE/INFORMANT NAME (LAST, FIRST, MIDDLE) Padgett, Perry				
DATE OF BIRTH 06/20/66		SOCIAL SECURITY NUMBER 249413995	DATE HIRED 01/26/2009	STATE OF HIRE SC
ADDRESS (INCL ZIP) 134 Kerrison St PO BOX 1264 Varnville SC 29944		SEX ☒ MALE ☐ FEMALE ☐ UNKNOWN	MARITAL STATUS ☐ UNMARRIED ☐ MARRIED ☒ SEPARATED ☐ UNKNOWN	OCCUPATION/JOB TITLE Driver
PHONE		# OF DEPENDENTS	EMPLOYMENT STATUS	
RATE PER:	☒ DAY WEEK ☐ MONTH OTHER	DAYS WORKED/WEEK 5	FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE?	YES NO
OCCURRENCE/TREATMENT				
TIME EMPLOYEE BEGAN WORK 6:00	DATE OF INJURY/ILLNESS 8/27/2009	TIME OF OCCURRENCE 06:30 () CANNOT BE DETERMINED	LAST WORK DATE 8/27/2009	DATE EMPLOYER NOTIFIED 8/27/2009
CONTACT NAME/PHONE NUMBER Josie Luna 818 848-6022		TYPE OF INJURY/ILLNESS Sprain	PART OF BODY AFFECTED Ankle	
DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☒ NO		TYPE OF INJURY/ILLNESS CODE	PART OF BODY AFFECTED CODE	
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED Back of Mill shop		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL As EE walking up steps on loading dock he slipped and sprained				
DATE RETURNED TO WORK 08/27/2009		IF FATAL, GIVE DATE OF DEATH	CAUSE OF INJURY CODE	
WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? WERE THEY USED?		INITIAL TREATMENT		
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS) Nason Medical Center 1101 Bowman Road Mount Pleasant SC 29464		0 NO MEDICAL TREATMENT 1 MINOR BY EMPLOYER ☒ 2 MINOR CLINIC/HOSP 3 EMERGENCY CARE 4 HOSPITALIZED > 24 HOURS 5 FUTURE MAJOR MEDICAL LOSS TIME ANTICIPATED		
OTHER				
WITNESSES (NAME & PHONE #)				
DATE ADMINISTRATOR NOTIFIED 08/27/09	DATE PREPARED 08/27/09	PREPARER'S NAME & TITLE Josie Luna	PHONE NUMBER 818 848-6022 x220	

FORM IA-1(r1-1-02)

SEE BACK FOR IMPORTANT INFORMATION

©IAIABC 2002

ROA-038

South Carolina Workers' Compensation Commission
1612 Marion Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723



WCC File #: 0911896
Carrier File #: 2800067061
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Perry Padgett SSN: _____ Employer's Name: Cast & Crew Entertainment Services, Inc.
Address: _____ Address: 100 E Tujunga Ave., 2nd Fl
City: _____ State: SC Zip: _____ City: Burbank State: CA Zip: 91502
Home Phone: _____ Work Phone: () Insurance Carrier: American Zurich Insurance Co.
Preparer's Name: David L. Hoffman, Jr. Law Firm: HOFFMAN LAW FIRM Preparer's Phone #: (843) 769-7077

Complete each information blank. To request a hearing, check Box 13b., indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

A claim for workers' compensation benefits is made based on the following grounds: Date of Injury or Illness: August 27, 2009

- 1a. The claimant sustained an accidental injury to left foot, left leg, back, hips, right leg, skin, disfigurement on August 27, 2009 in Charleston County,
- 1b. State of SC.
Briefly describe how the accident occurred. Claimant was walking up steps in the dark to a loading dock when he missed a step and fell.
2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the claimant was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the employer on August 27, 2009 in the following manner: Reported to supervisor.
- ☒ 6. Due to injury, the claimant is in need of (check one):
☒ (a) medical examination and treatment for: Left foot, left leg, back, hips, right leg, skin, disfigurement
☒ (b) additional medical examination and treatment for: Left foot, left leg, back, hips, right leg, skin, disfigurement
- ☒ 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
To be determined
- ☒ 8. Due to the injury, the claimant has permanent disability of the following nature and extent (check one):
☒ (1) General Disability: ☒ Total ☒ (2) Specific Disability: ☒ Total ☒ Partial
Body part(s) affected are: Left foot, left leg, back, hips, right leg, skin, disfigurement
- ☒ 9. Due to the injury, the claimant has a serious bodily disfigurement consisting of: To be determined
- 10a. At the time of the injury, the claimant was paid weekly wages of \$TBD, and demands accounting of days worked and wages earned as provided by law.
- 10b. Give names and addresses of all employers for whom the claimant has worked since the date of the accident:
None
- 11a. Further grounds of claim: To establish a claim prior to the expiration of the statute of limitations.
- 11b. List names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident:
Nason Medical Center, 1101 Bowman Road, Mt. Pleasant SC 29464; Jeffrey Holman, MD, 302 Medical Park Drive, Ste. 111, Walterboro SC 29488;
Thomas A. Duc, Jr., MD, Pain Associates of Charleston, 8 Farmfield Avenue, Suite B, Charleston, SC 29407
- 11c. To the best of your knowledge, did you have any prior permanent disability? no If yes, describe:
12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.
- ☒ 13a. I am filing a claim. I am not requesting a hearing at this time.
- ☐ 13b. I am requesting a hearing. A \$25 fee is required.
14. Estimated time needed for hearing: _____

I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature: [Signature] Attorney for Claimant: dhoffmanlaw@bellsouth.net Title: _____ Email: _____ Date: 11/19/10
Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form # 50
Revised 9/07

50

Employee's Notice of Claim and/or
Request for Hearing

ROA-039

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO: 0911896

Perry Padgett,
Employee,
vs.
Cast & Crew Entertainment Services,
Employer,
American Zurich Insurance Co.,
Carrier,
Defendants.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of November, 2010, I served a copy of the Form 50 Employee's Notice of Claim and/or Request for Hearing to:

Virginia L. Crocker, Judicial Director
SC Workers' Compensation Commission
P.O. Box 1715
Columbia, SC 29202

☐ VIA FIRST CLASS MAIL
☒ VIA CERTIFIED MAIL ~ RETURN RECEIPT REQUESTED
☐ VIA REGISTERED MAIL

American Zurich Insurance Co.
Zurich North America
PO Box 968080
Schaumburg, IL 60196-8080

☒ VIA FIRST CLASS MAIL
☐ VIA CERTIFIED MAIL ~ RETURN RECEIPT REQUESTED
☐ VIA REGISTERED MAIL

by placing a copy of said documents in the United States mail with sufficient postage thereon



David L. Hoffman, Jr.

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ROA-040

HOFFMAN LAW FIRM

DAVID L. HOFFMAN, JR.

843-769-7077
TOLL FREE: 1-888-769-7177
FAX: 843-769-4567
WWW.HOFFMANLAW.NET

ONE CARRIAGE LANE
BUILDING D, FIRST FLOOR
CHARLESTON, S.C. 29407
CONTACT@HOFFMANLAW.NET

September 16, 2011

Professional Recovery Consultants
Attn: T. Holowka
2700 Meridian Pkwy, Ste. 200
Durham, NC 27713-2204

RE: Account #
Reference
Creditor: Carolina Anesthesia Associates
Claimant: Perry Padgett
Date of Accident: 8/27/09
Employer: Cast & Crew Entertainment Services, Inc.
Carrier: American Zurich Insurance Co.
Claim No.: 2800067061
WCC File No.: 0911896

Dear Sir/Madam:

Per my letter of September 1, 2011, I represent Perry Padgett for a work related injury which occurred on August 27, 2009. I received your letter dated September 12, 2011, (copy attached) which was basically putting a lien on my client's settlement for payment of the above-referenced accounts. Furthermore, your letter stated that you were confirming a telephone conversation you had with my office. Please be advised, at no time did I or my office staff agree to a letter of protection or acknowledge that the above-referenced accounts would be paid by my client out of any settlement he may receive related to his August 27, 2011 work-accident. The above-referenced accounts are related to treatment my client had resulting from his August 27, 2009 work accident and therefore are subject to the South Carolina Code of Laws. Again, I ask that you please refer to Section 42-9-360 of the South Carolina Code of Laws:

SECTION 42-9-360. Assignments of compensation; exemptions from claims of creditors and taxes.

(A) No claim for compensation under this title shall be assignable and all compensation and claims therefore shall be exempt from all claims of creditors and from taxes.

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ROA-041

(B) It shall be unlawful for an authorized health care provider to actively pursue collection procedures against a workers' compensation claimant prior to the final adjudication of the claimant's claim. Nothing in this section shall be construed to prohibit the collection from and demand for collection from a workers' compensation insurance carrier or self-insured employer. Violation of this section, after written notice to the provider from the claimant or his representative that adjudication is ongoing, shall result in a penalty of five hundred dollars payable to the workers' compensation claimant.

(C) Any person who receives any fee or other consideration or any gratuity on account of services so rendered, unless the consideration or gratuity is approved by the commission or the court, or who makes it a business to solicit employment for a lawyer or for himself in respect of any claim or award for compensation is guilty of a misdemeanor and, upon conviction, must, for each offense, be fined not more than five hundred dollars or imprisoned not more than one year, or both.

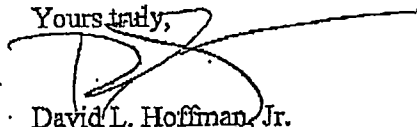
(D) Payment to an authorized health care provider for services shall be made in a timely manner but no later than thirty days from the date the authorized health care provider tenders request for payment to the employer's representative, unless the commission has received a request to review the medical bill.

Please bill the workers' compensation insurance carrier listed below for these services.

Tony Okraska, Adjuster
Zurich North America
P.O. Box 66946
Chicago IL 60666-0946
Ph: (404) 851-3509

In addition, please provide my office with copies of your request for payment you submitted to Zurich North America. A HIPAA has been provided with this letter for the release of this information. Thank you for your assistance with this matter and please do not hesitate to contact my office if you have any questions. With kind regards, I remain

Yours truly,


David L. Hoffman, Jr.

DLH/psm
Enclosure

cc: Perry Padgett
Carolina Anesthesia Associates
Tony Okraska

ROA-0425

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723
www.wcc.sc.gov



Physician's Statement

Claim # 2800067081

Claimant's Name: Perry Padgett
Physician's Name: W. Bret Smith, DO
Practice/Clinic: Moore Orthopaedic Clinic
Preparer's Name: Vivian Hardin
Phone: (704) 551-3488

Employer's Name: Cast & Crew Entertainment Services Inc
Insurance Carrier: American Zurich Ins. Co.
SCWCC File No: 0911898

The undersigned physician has been authorized by the Employer/Carrier to treat this Claimant for his or her injury by accident pursuant to §§42-15-60, 42-1-172 or 42-11-10.

Date of Injury or Illness: 08-27-2009

Date of first office visit: 3-10-11 Date of last visit: 1-5-12

Diagnosis or nature of Injury or Illness: (L) peroneus longus dysfunction & tear
(L) peroneus brevis tenosynovitis
Body part(s) injured: (L) ankle Body part(s) affected: ANKLE

Date of Maximum Medical Improvement: 1/5/12

Based on the AMA Guidelines, the claimant has sustained a 10 % medical impairment to ANKLE injured body part(s) and a 0 % medical impairment to 0 other affected body part(s).

0 The claimant is able to return to work without restriction.

☒ The claimant is able to return to work with the following restrictions:

Sedentary duties, heavy lifting/pushing/pulling

0 The claimant is unable to return to work at his or her current employment.

As of the date I last saw this patient, it is my professional medical opinion the claimant:

0 will not need future medical care related to his or her work related injury or illness based on a reasonable degree of medical certainty (more likely than not).

☒ will need future medical care and treatment related to his or her work related injury or illness based on a reasonable degree of medical certainty (more likely than not) and that medical care and treatment including medication is as follows:

addendum surgery, PT, Bracing
pain mgmt

Treating Physician

Date



05-20-2015

Frankie Padgett

RE: Named Insured: Cast & Crew Entertainment Services Inc
Claim Number:
Policy Number: WC-15-9298239
Date of Loss: 05-06-2015
Loss Location: 4280 Ashley River Rd Charleston, SC

American Zurich Ins. Co.

WC Southeast
PO Box 968084
Schaumburg, IL
60196-8084

Telephone: (800) 340-8602
Fax: (407) 660-0339
<http://www.zurichna.com>

Dear Frankie Padgett:

Please accept this letter as an initial acknowledgment of your claim with the date of loss identified above.

It is very important we maintain an open line of communication during the investigation and evaluation of your claim. You may contact me during business hours via: phone (404) 851-3209, email brenda.nichols@zurichna.com, or fax (407) 660-0339. Please refer to our claim number on all forms of communication.

Throughout the claims process, I will strive to:

- o Provide timely updates on the status of your claim
- o Respond to your phone and email messages within 24 business hours of receipt

Our mailing address is PO Box 968084, Schaumburg, IL, 60196-8084. Please mail all correspondence, i.e. medical bills, requests for reimbursement to the PO Box identified above.

If I have been unable to reach you, please contact me at your earliest convenience. I look forward to assisting you with your claim.

Sincerely,
American Zurich Ins. Co.

ROA-044

Page 2

May 20, 2015

Brenda Nichols
SPCL
(404) 851-3209

CC / Enc

ROA-045

Workers' Compensation Medical Information Guide


ZURICH

Dear Employee:

This guide can be used as a resource for understanding your workers' compensation insurance coverage. Please refer to this guide for questions related to treatment for your work-related illness or injury or contact your assigned Zurich claim professional **Brenda Nichols** at **(404) 851-3209**

Claimant Name:
Frankie Padgett
Employer/Insured:
Cast & Crew Entertainment
Claim Number:
Claimant State:
SC
Date of Loss:
05-06-2015

ATTENTION MEDICAL PROVIDERS:

Submit Medical Bills to:

American Zurich Ins. Co.
PO Box 968084
Schaumburg IL 60196-8084

Patient is seeking treatment for Workers' Compensation. Please call Zurich with any general questions.

(404) 851-3209

ATTENTION EMPLOYEE:

Modified Duty may be available, contact your employer for details. Please call Zurich with any general questions.

(404) 851-3209

First Fill Pharmacy Information

Cypress Care is the pharmacy benefits manager utilized in Zurich's Workers' Compensation program. Upon acceptance of a claim, a pharmacy card may be issued to the injured worker. If a prescription is needed prior to receiving a pharmacy card, the below information may be provided to a participating pharmacy. The following participate in the Cypress Care network:

CVS
Walgreens
Osco
Walmart
Costco
Target
Sam's Club

Bin # 010876
Group # CCZNAClient
PCN: CC



Pharmacy: Please use the first four letters of the injured worker's last name plus the date of injury as the Member ID when processing a medication.

For additional participating pharmacies in your area please call 800-419-7102 or go to www.cypresscare.com

Scheduling Services

If the patient requires any of the following services/treatments, scheduling can be provided by calling the following:

Durable Medical Equipment:

Homelink	800-571-2943
One Call Care Mgmt.	800-848-1989
Progressive Medical	800-310-3926

**Diagnostic Imaging:
(MRI, CT)**

ADN Healthcare	800-674-6728
One Call Care Mgmt.	800-872-2875

Physical Therapy:

Align Networks	866-389-0211
MedRisk	877-783-6792

C.a.r.e Provider Network

The C.a.r.e Provider Network is a customized network of medical providers who treat Workers' Compensation injuries. If you need assistance with locating a treating provider please call 866-743-1492 or visit www.talispoin.com/zurich/zurichna

This guide is intended as a general description of certain types of insurance and services available to qualified customers through the companies of Zurich in North America, provided solely for informational purposes. Nothing herein should be construed as a guarantee of payment or claim acceptance. The applicable workers' compensation policy is the contract that specifically and fully describes the coverage, terms and conditions.

Cypress Care is not a subsidiary or affiliate of Zurich. Zurich expressly disclaims any and all damages and other costs that may arise related to the use of or reliance upon the products, services, representations or warranties made by or on behalf of Cypress Care.

Workers' Compensation Medical Information Guide

Dear Employee:

This guide can be used as a resource for understanding your workers' compensation insurance coverage. Please refer to this guide for questions related to treatment for your work-related illness or injury or contact your assigned Zurich claim professional Brenda Nichols at (404) 851-3209



Claimant Name:

Frankie Padgett

Employer/Insured:

Cast & Crew Entertainment

Claim Number:

Claimant State:

SC

Date of Loss:

05-06-2015

ATTENTION MEDICAL PROVIDERS:

Submit Medical Bills to:

American Zurich Ins. Co.
PO Box 988084
Schaumburg IL 60196-8084

Patient is seeking treatment for Workers' Compensation. Please call Zurich with any general questions.

(404) 851-3209

ATTENTION EMPLOYEE:

Modified Duty may be available, contact your employer for details. Please call Zurich with any general questions.

(404) 851-3209

First Fill Pharmacy Information

Cypress Care is the pharmacy benefits manager utilized in Zurich's Workers' Compensation program. Upon acceptance of a claim, a pharmacy card may be issued to the injured worker. If a prescription is needed prior to receiving a pharmacy card, the below information may be provided to a participating pharmacy. The following participate in the Cypress Care network:

CVS
Walgreens
Osco
Walmart
Costco
Target
Sam's Club

Bln # 010876
Group # CCZNAClient
PCN: CC



Pharmacy: Please use the first four letters of the injured worker's last name plus the date of injury as the Member ID when processing a medication.

For additional participating pharmacies in your area please call 800-419-7102 or go to www.cypresscare.com

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Durable Medical Equipment:

Homelink	800-571-2943
One Call Care Mgmt.	800-848-1989
Progressive Medical	800-310-3926

Diagnostic Imaging: (MRI, CT)

ADIN Healthcare	800-674-6728
One Call Care Mgmt.	800-872-2875

Physical Therapy:

Align Networks	866-389-0211
MedRisk	877-783-6792

C.a.r.e Provider Network

The C.a.r.e Provider Network is a customized network of medical providers who treat Workers' Compensation injuries. If you need assistance with locating a treating provider please call 866-743-1492 or visit www.talispoint.com/zurich/zurichna

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South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

CAST & CREW BENEFIT SERVICES, LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Dissolved

Domestic/Foreign: Foreign

Incorporated State: Delaware

Important Dates

Effective Date: 03/09/2015

Expiration N/A

Date:

Term End Date N/A

Dissolved Date: 06/18/2015

Registered Agent

Agent: AGENT FOR SERVICE

Address: 2300 EMPIRE AVENUE FLOOR 5
BURBANK, CA, South Carolina 91504

Official Documents On File

Filing Type	Filing Date
Dissolution	06/18/2015
Authority	03/09/2015

For filing questions please contact us at 803-734-2158

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South Carolina Workers Compensation Commission (/cvs/?
ref=http%3A%2F%2Fwww.wcc.sc.gov%2Finsurance%2FPages%
2FCoverageDivision.aspx)

Workers Compensation Coverage Verification

[◀ Back To Results](#)

**CAST & CREW PAYROLL LLC DBA CAST & CREW ENTERTAINMENT
SERVICES LLC**

Insurance Coverage Provider

AMERICAN ZURICH INS CO

Policy Number

WC929823915

Coverage Date

5/06/15

[Click here for claim processing information \(and register for mid-term cancellation notice\).](#)

Employer Locations

Showing 1 Employer(s)

Cast & Crew Payroll Llc Db Cast & Crew Entertainm...

1205 Pendleton St Ste 225
Columbia, SC 29201-3759

 Map



an employee owned company

EEBG MANAGEMENT SERVICES

2835 N NAKOMI ST, 2nd FLOOR, BURBANK, CA 91504

Name FRANKIE PADGETT Tax-ID

FRANKIE PADGETT

Prod Comp: EYE PRODUCTIONS INC.
Prod Title: RECKLESS - SEASON 1

Mailing Address: FRANKIE PADGETT

W-2 or 1099
Address:

Claim Filing Instr: If you become unemployed you may be eligible for benefits. You should go to the nearest unemployment or Dept. of Labor office.

Documents Needed: This check stub, record of prior claim, employment location, social security card and ID.
Unemployment Data:
Employer: CUBERT, LLC
Wage Request: 2835 N NAKOMI ST BURBANK, CA 91504
Telephone No: (818) 955-6000
Unemployment State: SC
St Unemployment No: 4190521

* Please Verify Address *
* mail or fax corrections *
fax no: (818) 848-0254

Check Date 08/28/2013
Invoice No PCB 05236663
Reference 00063070/AC5037

12503558

Marital Status M State M Federal

Dependents 01 01

Additional W/H

Resident State SC Work State SC

Tax Days 0 Work Days 0

Vacation Pay Holiday None

Last Date Worked 08/23/2013 Pay Period From 08/23/2013 To 08/23/2013

Union: 0509
TRANSPO LOCAL CAPTAIN

Earnings				Statutory Deductions				Voluntary Deductions				
Descr	Rate	Hours	Amount	Descr	Amount	YTD Amount	Descr	Amount	YTD Amount			
REG			0.00	FED	131.25	6,464.94	LC509		479.87			
LHF			525.00	FICA-SSA	32.55	2,041.26						
				FICA-MED	7.61	477.39						
				RES ST SC	36.75	2,172.63						
Total Hrs/Gross			525.00	Total			208.16	11,156.22		Total	0.00	479.87
Total Net			316.84	Comments:								
Subject FIT			525.00									
YTD Payments			-32,923.52									

ROA-050



BPSG MANAGEMENT SERVICES
2835 N NIMMI ST, 2ND FLOOR, BURBANK, CA 91504

Tax Name FRANKIE PADGETT Tax-ID ***-**-3995

Prod Comp: EYE PRODUCTIONS INC.
Prod Title: IDENTITY - PILOT

Mailing Address: FRANKIE PADGETT

Claim Filing Instr: If you become unemployed you may be eligible for benefits. You should go to the nearest Unemployment or Dept. of Labor office.

Documents Needed: This check stub, record of prior claim, employment location, social security card and ID.

Employment Data:
Employer: CROBET, LLC
Wage Request: 2835 N NIMMI ST
BURBANK, CA 91504
Telephone No: (818) 955-6000
Unemployment State: SC
St Unemployment No: 4190521

Check Date 04/15/2014
Invoice No PCB 05615163
Reference 00065898/AEL752

18095081

Marital Status M State M
Dependents 01
Additional W/H 01

Resident State SC Work State SC

Tax Days 5 Work Days 5

Vacation None Holiday None

Last Date Worked 04/11/2014 Pay Period From 04/07/2014 To 04/11/2014

W-2 or 1099 : * Please Verify *
Address : * W-2 line: 1-800-417-0037 *
To be mailed by 01-31-2014

* Union: 0509
LOCAL CAPTAIN

Earnings				Statutory Deductions				Voluntary Deductions			
Descr	Rate	Hours	Amount	Descr	Amount	YTD Amount	Descr	Amount	YTD Amount		
REG	34.0500	40.0	1,362.00	FED	368.48	3,737.28	ADVDM		90.00		
O.T.	51.0750	12.0	612.90	FICA-SSA	145.69	1,249.64	IC509	39.50	295.01		
AUTO			375.00	FICA-MED	34.07	292.25					
				RES ST SC	152.13	1,325.52					
Total Hrs/Gross				Total	700.37	6,604.69	Total	39.50	385.01		
Total Net				Comments:							
Subject FTR											
YTD Payments				20,470.47							



an employee owned company

EPSC PIRPAY SERVICES
2835 N NAOMI ST, 2ND FLOOR, BURBANK, CA 91504

Tax Name FRANKIE PADGETT Tax-ID

Prod Comp: SOH PRODUCTIONS, LLC

Prod Title: SOUTH OF HELL

Mailing Address: FRANKIE PADGETT

W-2 or 1099 Address:

Claim Filing Instr: If you become unemployed you may be eligible for benefits. You should go to the nearest Unemployment or Dept. of Labor office.

Documents Needed: This check stub, record of prior claim, employment location, social security card and ID.

Unemployment Data:
Employer: MJBARTT, LLC
Wage Request: 2835 N NAOMI ST
BURLINGAME, CA 91504
Telephone No: (818) 955-6000
Unemployment State: SC
St Unemployment No: 551613

Check Date 12/10/2014

20695632

Invoice No PFC 05618659

Reference 00067286/AML186

Marital Status M M

Dependents 01 01

Additional W/H

Resident State SC Work State SC

Tax Days 5 Work Days 5

Vacation None Holiday None

Last Date Worked 12/05/2014 Pay Period From 12/01/2014 To 12/05/2014

* Get your 2014 W-2 online! *
Register at ep.com/w2express
W-2 questions? Call 800.417.0037

Union: NON-UNION
LOCAL CAPTAIN

Earnings				Statutory Deductions			Voluntary Deductions		
Descr	Rate	Hours	Amount	Descr	Amount	YTD Amount	Descr	Amount	YTD Amount
REG	35.4100	40.0	1,416.40	FED	837.98	5,342.18			
O.T.	53.1150	20.0	1,062.30	FICA-SSA	254.64	1,725.50			
DOUBLE	70.8200	9.5	672.79	FICA-MED	59.55	403.54			
2.5X	88.5256	4.3	380.66	RES ST SC	275.14	1,849.23			
MEAL A			200.00						
AUTO			375.00						
Total Hrs/Gross 73.8				Total	1,427.31	0,320.45	Total	0.00	0.00
Total Net 2,679.84				Comments:					
Subject FIT 4,107.15									
YTD Payments 27,910.63									

PAULINE FRANKIE

INFORMING W2 EXPRESS

W2 ADDRESS

PLEASE VERIFY

Exemptions Check Date Check Number

Nowhere to waiting at the mailbox for your
W2 to arrive. Register to receive your W2 online.
www.w2express.com or visit our website at
www.taslandcw.com for more information!

2 415115 5514244

RESIDENT OF SOUTH CAROLINA

4500 GOER DRIVE
NORTH CHARLESTON, SC 29406

Dates worked: 4/5-10/2015

EARNINGS

Project UNION MEMBER IN WAITING
Week End Invoice#
VICE PRINCIPALS (1) 04/11/2015 15450281

SEASON 1 (Series Code: 190)
SEASON 1 (Series Code: 191)
SEASON 1 (Series Code: 192)

Description	Hours	Rate	Amount
Guaranteed Overtime	10.00	49.80	498.00
Straight	40.00	33.20	1,328.00
Car Allowance			375.00
Hol Worked	8.00	33.20	265.60
Hol Wrkd 1.5X	2.00	49.80	99.60
Totals:	50.00		2,565.20

TAXES/WITHHOLDING

Description	Amount	YTD
FICA	159.10	295.56
Medicare	37.21	69.12
FMT	265.35	449.11
SC SWT	130.82	238.63
Total Taxes/Withholding:	592.48	

YTD Gross: 4,767.20

Total Hours: 60.00
Gross Pay: 2,566.20
Taxes: 592.48
Net Pay: 1,973.72

Employee: - PADGETT, FRANKIE
Week Ending Dates: 05/07/2015 to 07/28/2017
Report Type: Detail

PADGETT, FRANKIE
DANGER BOYS PRODUCTIONS, LLC
M/S:M EXM:9
RES ST:SC WORK ST:SC
YTD GROSS: 15,963.75 GROSS: 3,243.90
FWT GROSS: 3,243.90 NET: 2,148.57
509 ALL OTHER GANG BOSSES DM#: 2
EARNINGS 60.5 3,243.90 TAXES 856.45 YTD DEDUCTIONS 238.88
Straight 32.00 1,062.40 FICA 201.12 989.74 509 Wkdues 58.88
Time & One-half 16.00 796.80 Add'l Medicare 0.00 0.00 Advance 180.00
Double Time 8.00 531.20 Medicare 47.04 231.47
Gold @ 2.5 4.50 373.50 FWT 434.77 1,404.38
Car Allowance 300.00 SC SWT 173.52 731.90
Meal Allowance 180.00

PADGETT, FRANKIE
DANGER BOYS PRODUCTIONS, LLC
M/S:M EXM:9
RES ST:SC WORK ST:SC
YTD GROSS: 16,423.75 GROSS: 460.00
FWT GROSS: 460.00 NET: 423.52
509 ALL OTHER GANG BOSSES DM#: 2
EARNINGS 60.5 460.00 TAXES 36.48 YTD DEDUCTIONS 0.00
Fringe 460.00 FICA 28.52 1,018.26 509 Wkdues 0.00
Add'l Medicare 0.00 0.00
Medicare 6.67 238.14
FWT 0.00 1,404.38
SC SWT 1.29 733.19

Total for PADGETT, FRANKIE
FWT GROSS: 3,703.90 GROSS: 3,703.90
NET: 2,572.09
EARNINGS 60.5 3,703.90 TAXES 892.93 DEDUCTIONS 238.88
Straight 32.00 1,062.40 FICA 229.64 509 Wkdues 58.88
Time & One-half 16.00 796.80 Add'l Medicare 0.00 Advance 180.00
Double Time 8.00 531.20 Medicare 53.71
Gold @ 2.5 4.50 373.50 FWT 434.77
Car Allowance 300.00 SC SWT 174.81
Fringe 460.00
Meal Allowance 180.00

GRAND TOTAL
FWT GROSS: 3,703.90 GROSS: 3,703.90
NET: 2,572.09
EARNINGS 60.5 3,703.90 TAXES 892.93 DEDUCTIONS 238.88
Straight 32.00 1,062.40 FICA 229.64 509 Wkdues 58.88
Time & One-half 16.00 796.80 Add'l Medicare 0.00 Advance 180.00
Double Time 8.00 531.20 Medicare 53.71
Gold @ 2.5 4.50 373.50 FWT 434.77
Car Allowance 300.00 SC SWT 174.81
Fringe 460.00
Meal Allowance 180.00

Labor Relations: Hurricane-related Information



When it comes to your workers' compensation needs, Cast & Crew has you covered.

Whether it is general coverage for your cast and crew, or special reporting situations with water, stunts, hazardous situations or foreign travel, Cast & Crew takes charge when you need us the most and navigates effortlessly through the red tape. Click [here](#) to report hazardous activity or work on water.

Cast & Crew provides workers' compensation insurance that complies with the requirements of each state. Should an injury occur, Cast & Crew will handle all the necessary paperwork, including the claims management.

For additional information, please contact:

Telephone: 818.848.6022

Fax: 818.848.4614

Email: workcomp@castandcrew.com

WORKERS' COMPENSATION RESOURCES

[Workers'](#)

[Compensation](#)

[Claim](#)

[Reporting](#)

[Instructions](#)

[Workers](#)

[Compensation](#)

[Report](#)

[Hazardous](#)

[Questionnaire](#)

[Form](#)

[Certificate](#)

[Request Form](#)

SOLUTIONS

V 1014 CLK-09

Cast & Crew

2300 Empire Avenue, 5th Floor 430 Seventh Ave., Suite 200
Burbank, California 91504-5530 New York, NY 10123

NOTE: All information must be completed prior to payment being made

START/CLOSE FORM

PRODUCING CO. <i>Danger Boy Production</i>		PICTURE TITLE <i>Vice Principals</i>		ACCT/MAGAZINE <i>3500</i>	
EMPLOYEE NAME <i>Frankie Paggett</i>		SOCIAL SECURITY NUMBER		STATE <i>SC</i>	WORK STATE <i>SC</i>
EMPLOYER STREET		COC CODE		WORK HRS	JOB DESCRIPTION <i>Driver</i>
CITY/STATE/ZIP		W2 ADDRESS (IF DIFFERENT)			
DATE <i>3-30-15</i>		SIGNATURE <i>[Signature]</i>			
EMPLOYEE STATUS ☒ FULL TIME ☐ VARIABLE		☐ Part Time/Seasonal ☐ On-Site/Temporary ☐ American Indian ☐ AA African American ☐ CA Asian ☐ Other		UNION MEMBERSHIP <i>509</i>	
ADA HIRING STATUS: ☒ FULL TIME ☐ VARIABLE ADA HIRING STATUS MUST BE COMPLETED IF NO BOX IS CHECKED, FULL TIME EMPLOYMENT WILL BE ASSUMED.					

GUARANTEED WORK HOURS

Overtime to be completed at base overtime rate of \$ _____ per hour

NOTE: Overtime calculations at 1.5x on all hours worked in excess of 8 per day or 40 per week, as mandated by law or by contract.

TERMS OF EMPLOYMENT	STUDIO	DISTANT
RATE PER HOUR	<i>33.20</i>	
RATE PER WEEK		
GUARANTEED HOURS		
IF RATE DOES NOT INCLUDE		PAY 6th DAY AT \$ _____ PAY 7th DAY AT \$ _____
IDLE BOX RENTAL		
CAR RENTAL		

FOR PAYROLL COMPANY USE ONLY

DESIGNATED PAYDAY

By signing this form, I agree that the employer may take deductions from my earnings to adjust previous overpayments if and when said overpayments occur.

AGREED-EMPLOYEE SIGNATURE

AUTHORIZED SIGNATURE

FEDERAL ADDRESS

1. Type or print your first name and middle initial <i>Frankie</i>		2. (For married) spouse's name <i>Paggett</i>	
3. Home address (number and street or rural route) (Permanent Address)		4. ☐ Single ☒ Married ☐ Married, but withhold at higher single rate. Note: Married, but legally separated, or spouse is nonresident alien, check the Single box.	
5. City or town, state		6. If your last name differs from that on your social security card, check here and call 1-800-772-1213 for more information.	
7. Additional amount, if any, you want withheld from each paycheck		8. ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9	
9. I claim exemption from withholding and I certify that I meet BOTH of the following conditions for exemption: • Last year I had a right to a refund of all Federal income tax withheld because I had no tax liability, and • This year I expect a refund of all Federal income tax withheld because I expect to have no tax liability.		10. ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9	
11. If you meet both conditions, write "Exempt" here		12. ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9	

Under penalty of perjury, I certify that I am entitled to the number of withholding allowances claimed on this certificate or I am entitled to claim exempt status.

Employee's signature (Form is not valid unless you sign it) *Frankie Paggett*Date *3-30-15*

9. Employer's name and address (Employer: Complete 9 and 11 only if sending to the IRS)

10. Office code (optional)

11. Employer identification number

Cast & Crew

2300 Empire Avenue, 5th Floor
Burbank, California 91504-5530430 Seventh Ave., Suite 200
New York, NY 10123

95-4362622

M/W

ROA-056



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

START HERE: Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)					
Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Names Used (If any)
Address (Street Number and Name)		Apt. Number	City or Town	State	Zip Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	E-mail Address		Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- ☒ A citizen of the United States
- ☐ A noncitizen national of the United States (See instructions)
- ☐ A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- ☐ An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number OR Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: _____

OR

2. Form I-94 Admission Number: _____

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)

Signature of Employee: _____	Date (mm/dd/yyyy): _____
------------------------------	--------------------------

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator: _____		Date (mm/dd/yyyy): _____	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State Zip Code



Employer Completes Next Page



Section 2: Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "List of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1:

Padgett, Frankie

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title:		Document Title: <u>SCDL</u>		Document Title: <u>SS#</u>
Issuing Authority:		Issuing Authority: <u>SC DMV</u>		Issuing Authority:
Document Number:		Document Number:		Document Number:
Expiration Date (if any) (mm/dd/yyyy):		Expiration Date (if any) (mm/dd/yyyy):		Expiration Date (if any) (mm/dd/yyyy):
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any) (mm/dd/yyyy):				
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any) (mm/dd/yyyy):				

3-D Barcode
Do Not Write in This Space

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): 03-30-15 (See instructions for exemptions.)

Signature of Employer or Authorized Representative	Date (mm/dd/yyyy)	Title of Employer or Authorized Representative
	<u>3/30/15</u>	<u>Owner</u>
Last Name (Family Name)	First Name (Given Name)	Employer's Business or Organization Name
<u>Danger Boys</u>	<u>Productions</u>	<u>Danger Boys Productions, LLC</u>
Employer's Business or Organization Address (Street Number and Name)		City or
<u>4500 Goer Dr.</u>		<u>North Charleston, SC 29046</u>

Section 3: Verification and Release (To be completed and signed by employer or authorized representative)

A. New Name (if applicable) Last Name (Family Name)	First Name (Given Name)	Middle Initial	B. Date of Release (if applicable) (mm/dd/yyyy):

C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any) (mm/dd/yyyy):

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:



APPLICATION AND NOTICE For Membership in Local Union No. 509

Affiliated with the International Brotherhood of Teamsters

Union dues and/or Service Fee 2% of Gross Wages

I voluntarily submit this Application for Membership in Local Union 509, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union I will be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by Federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy my contractual obligations necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT Robert Frank Occupation Driver
Last Name First Name Middle Initial
Street 1000 Phone 294
City Atlanta State GA Zip Code 30304
Employer Danacoy Roy Production District 2-20-10
Social 7000 State GA Zip Code 30306
City Atlanta State GA Zip Code 30306
Initiation Fee \$ 10.00 Paid to Yes
Date of Birth 6-10-60 Social Security No. Yes
Have you ever been a member of a Teamster Local Union? Yes
If yes, what Local Union No. 509
DATE OF APPLICATION 8-20-15 SIGNATURE OF APPLICANT Robert Frank



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, Robert Frank, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fee and uniform assessments of Local Union 509, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization will remain in effect for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before my periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature Robert Frank Date 8-20-15
Social Security Number 7000
Address 1000
City Atlanta State GA Zip Code 30306
Employer Danacoy Roy Production

Union dues are not deductible as charitable contributions for Federal income tax purposes.
Write Copy to Local Union Write Copy to Company Put Copy to Applicant

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1506114

 **COPY**

EMPLOYEE/CLAIMANT: FRANKIE PADGETT

EMPLOYER: CAST & CREW ENTERTAINMENT SERVICES, INC.

CARRIER: AMERICAN ZURICH INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS TAKEN ON THE 30TH DAY
OF OCTOBER, 2017, COMMENCING AT THE HOUR OF 12:35 P.M.,
IN MONCK'S CORNER, SOUTH CAROLINA, BEFORE THE HONORABLE
AISHA TAYLOR, ATTENDED BY COUNSEL AS FOLLOWS:

TIMMI A. PARRISH
VERBATIM REPORTER

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

ROA-060

APPEARANCES

STEPHEN B. SAMUELS, ESQUIRE, OF THE
SAMUELS LAW FIRM
1320 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201

ATTORNEY FOR THE CLAIMANT,

VERNON F. DUNBAR, ESQUIRE, OF THE FIRM
McANGUS, GOUDELOCK & COURIE, LLC
POST OFFICE BOX 2980
GREENVILLE, SOUTH CAROLINA 29602-2980

ATTORNEY FOR THE EMPLOYER/CARRIER.

I N D E X

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1 PURSUANT TO NOTICE OF HEARING, THE WITHIN HEARING
2 WAS TAKEN BY THE ABOVE-NAMED COURT REPORTER, A NOTARY
3 PUBLIC FOR THE STATE OF SOUTH CAROLINA, IN MONCK'S CORNER,
4 SOUTH CAROLINA.

5 * * * * *

6 **BY COMMISSIONER TAYLOR:**

7 TODAY IS MONDAY, OCTOBER 30TH, 2017. WE ARE
8 HEARING WORKERS' COMPENSATION FILE NUMBER 1506114.
9 THIS IS THE CLAIM OF MR. FRANKIE PADGETT, WHO IS
10 PRESENT HERE TODAY AND REPRESENTED BY MR. STEPHEN
11 SAMUELS. THE EMPLOYER IS CAST AND CREW
12 ENTERTAINMENT SERVICES, INCORPORATED, AND THE
13 CARRIER IS AMERICAN ZURICH INSURANCE COMPANY, CARE
14 OF RESERVE NORTH AMERICA. BOTH THE EMPLOYER AND
15 CARRIER ARE REPRESENTED TODAY BY MR. VERNON F.
16 DUNBAR.

17 I HAVE AN ORIGINAL ALLEGED DATE OF INJURY OF
18 MAY 6TH, 2015. WE ARE HERE PURSUANT TO THE
19 DEFENDANTS' PETITION FOR HEARING, WHICH WAS GRANTED
20 BY THE UNDERSIGNED, AND WE ARE SET FOR A FULL
21 HEARING MERITS HERE ON THE RECORD TODAY.

22 PRIOR TO GOING ON THE RECORD AND PRIOR TO
23 TODAY'S HEARING, THERE WERE TWO MOTIONS FILED BY THE
24 DEFENDANTS IN THIS MATTER. THE FIRST WAS A MOTION
25 TO COMPEL. IT'S MY UNDERSTANDING THAT THOSE

1 DOCUMENTS HAVE BEEN RECEIVED, SO THAT MOTION IS
2 WITHDRAWN AT THIS TIME. IS THAT CORRECT?

3 BY MR. DUNBAR:

4 THAT'S CORRECT, YOUR HONOR.

5 BY THE COMMISSIONER:

6 ALL RIGHT. THANK YOU. THE SECOND MOTION IS A
7 MOTION TO QUASH, WHICH WAS FILED BY THE DEFENDANTS
8 IN RELATION TO A FORM 27 SUBPOENA SENT BY CLAIMANT'S
9 ATTORNEY. WE THEN HAD A BRIEF PREHEARING CONFERENCE
10 PRIOR TO GOING ON THE RECORD AND FOR ALL PRACTICAL
11 PURPOSES A BRIEF MOTIONS HEARING WHEREIN I DID HEAR
12 THE POSITIONS OF THE PARTIES ON THE MOTION TO QUASH.
13 BASED UPON THE INFORMATION RECEIVED, IT'S MY
14 UNDERSTANDING THAT THE DOCUMENT WHICH WOULD HAVE
15 BEEN PRODUCED TO THE FORM 27 SUBPOENA WERE INCLUDED
16 IN THE PREHEARING BRIEF FOR PURPOSES OF THIS HEARING
17 TODAY. I WILL ACCEPT THOSE DOCUMENTS INTO THE APA
18 SUBMISSIONS, WHICH WOULD SATISFY THE FORM 27.
19 HOWEVER, I WILL REQUEST THAT DEFENSE COUNSEL PREPARE
20 A WRITTEN STATEMENT TO CLAIMANT'S COUNSEL VERIFYING
21 THAT THAT WOULD HAVE SATISFIED THE CONTENTS OF THE
22 RESPONSE TO THE FORM 27 SUBPOENA.

23 ALL RIGHT. MR. DUNBAR.

24 BY MR. DUNBAR:

25 THANK YOU VERY MUCH, YOUR HONOR. I REPRESENT

1 CAST AND CREW WITH REGARD TO THE WORKERS'
2 COMPENSATION CLAIM OF MR. FRANKIE PADGETT. CAST AND
3 CREW IS INSURED BY ZURICH INSURANCE COMPANY, AND MR.
4 PADGETT IS A TRUCK DRIVER AND IS ASSIGNED TO WORK AS
5 A TRUCK DRIVER BY THE TEAMSTERS UNION WITH REGARD TO
6 ANY HOLLYWOOD PRODUCTIONS THAT TAKE PLACE HERE IN
7 THE STATE OF SOUTH CAROLINA.

8 IN 2009, AUGUST 27, 2009, MR. PADGETT, WHO AT
9 THAT POINT IN TIME WAS IDENTIFIED, ACCORDING TO
10 WORKERS' COMPENSATION FILE NUMBER 0911896, AS PERRY
11 PADGETT, SUFFERED AN INJURY TO HIS LEFT FOOT, LEFT
12 LEG, BACK, HIPS, RIGHT LEG, SKIN, AND DISFIGUREMENT.
13 HE CONTENDED THAT HE WAS PERMANENTLY AND TOTALLY
14 DISABLED. AS A RESULT OF HIS INJURIES, HE WENT
15 THROUGH EXTENSIVE MEDICAL TREATMENT. HE WAS PAID
16 APPROXIMATELY 154 WEEKS OF TEMPORARY TOTAL
17 DISABILITY COMPENSATION BENEFITS. THE CASE WAS
18 LATER CLINCHERED FOR AN AMOUNT OF \$150,000 ON A
19 CLINCHER. AS A MATTER OF FACT, WITH REGARD TO THE
20 SETTLEMENT AMOUNT, IT WAS ALLOCATED OVER MR.
21 PADGETT'S LIFETIME. AND I'M LOOKING AT PAGE NINE OF
22 MY EXHIBIT, AND I BELIEVE THAT'S EXHIBIT "B" THAT
23 HAS THE SETTLEMENT AGREEMENT IN IT. ALSO, IN MY
24 PETITION I ATTACHED A COPY OF THAT SETTLEMENT
25 AGREEMENT AND RELEASE AS WELL. IN THAT IT ALLOCATES

1 APPROXIMATELY \$98,533.09 OVER HIS LIFETIME, OR FOR A
2 PERIOD OF 1,704.56 WEEKS OF COMPENSATION BENEFITS.
3 WE TAKE THE POSITION THAT AS OF SEPTEMBER 27TH THAT
4 500 WEEKS OF COMPENSATION BENEFITS HAVE BEEN PAID
5 BECAUSE MR. PADGETT WAS IN THE SAME EMPLOYMENT.

6 WHAT IS INTERESTING, WHEN YOU LOOK AT THIS
7 PARTICULAR DOCUMENT, IT STATES THAT IN SECTION ROMAN
8 NUMBER THREE AND SUBSECTION "G" THAT THIS AGREEMENT
9 IS TO BE CONSTRUED AS A CONTRACT. IT GOES ON
10 FURTHER TO SAY IN -- ON PAGE 11, SECTION ROMAN
11 NUMERAL THREE, CAPITAL LETTER "I," REGARDING
12 EMPLOYMENT, "THE PARTIES AGREE THAT THE CLAIMANT IS
13 NO LONGER AN EMPLOYEE OF CAST AND CREW ENTERTAINMENT
14 SERVICES AND FURTHER AGREES THAT HE WILL NOT SEEK
15 EMPLOYMENT WITH CAST AND CREW ENTERTAINMENT
16 SERVICES, INCORPORATED." WHAT'S INTERESTING ABOUT
17 THIS IS THAT, YOUR HONOR, WHEN YOU LOOK AT THIS
18 PARTICULAR DOCUMENT, PARTICULARLY ON PAGE 13, IT
19 TALKS ABOUT THE APPROVAL OF THE COMMISSION. "THIS
20 AGREEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE
21 COMMISSION AND IS STIPULATED AND AGREED BETWEEN THE
22 PARTIES THAT UPON SUCH APPROVAL THIS AGREEMENT SHALL
23 NOT BE SUBJECT TO REVIEW, MODIFICATION, OR
24 AMENDMENTS BY THE COMMISSION OF THE STATE." ALSO,
25 IT TALKS ABOUT THAT THIS AGREEMENT IS TO BE

1 CONSTRUED AS A BINDING CONTRACT BY THE COMMISSION.

2 YOUR HONOR, IF YOU WILL PERMIT ME, I HAVE THAT
3 AS A BINDING CONTRACT. THAT LANGUAGE IS PUT FORTH
4 ON PAGE 11, AT THE VERY TOP, WHICH STATES THAT "THE
5 AGREEMENT SHALL BE CONSTRUED AS A CONTRACT BETWEEN
6 THE PARTIES, AND WHEN APPROVED BY THE SOUTH CAROLINA
7 WORKERS' COMPENSATION COMMISSION, IT SHALL ALSO BE
8 AN OFFICIAL ACT, DECREE, AND JUDGMENT." SO, WHAT WE
9 HAVE HERE IS A CONTRACT SIGNED BY THE CLAIMANT AND
10 HIS ATTORNEY AGREEING NEVER TO APPLY WITH CAST AND
11 CREW. IF YOU WILL LOOK AT THE VERY LAST PAGE OF
12 THAT DOCUMENT, MR. PADGETT SIGNED IT AS PERRY F.
13 PADGETT, JR. THE REASON WHY THAT'S IMPORTANT, IF WE
14 GO FAST-FORWARD TO MY APA SECTION "F," AND IF YOU'LL
15 LOOK AT SECTIONS F-1, AT THE VERY BOTTOM -- WELL,
16 STARTING AT THE TOP, AT THE VERY TOP OF THE PAGE
17 WHERE HE IS APPLYING FOR EMPLOYMENT, ASKED ABOUT THE
18 RATE OF PAY, IT SAYS CAST AND CREW. NOW, IF THERE
19 IS ANY AMBIGUITY AS TO WHO HIS EMPLOYER IS,
20 DANGERBOY PRODUCTIONS IS NOT LISTED AS AN EMPLOYER.
21 BUT AT THE VERY BOTTOM, NUMBER NINE, WHERE HE ASKED
22 TO TAKE OUT SOME WITHHOLDINGS, IT STATES EMPLOYER'S
23 NAME AND ADDRESS, CAST AND CREW. THIS IS ON MARCH
24 30TH, 2015. CLEARLY, WHEN HE FILLED OUT THE
25 APPLICATION HE KNEW THAT HE WAS APPLYING FOR CAST

1 AND CREW, WHICH VIOLATES THE CONTRACT THAT EVERYONE
2 HAD AGREED UPON THAT HE WAS NOT SEEK EMPLOYMENT WITH
3 CAST AND CREW. SO WE TAKE THE POSITION, CLEARLY, HE
4 KNEW THE EMPLOYER AT THAT TIME BEFORE HE STARTED
5 WORK -- BECAUSE KEEP IN MIND THAT HIS ACCIDENTAL
6 INJURY DID NOT OCCUR UNTIL MAY 6, 2015. THERE IS NO
7 DISPUTE THAT HE INJURED HIS LEG WHILE HE WAS WALKING
8 AND RUPTURED HIS ACHILLES HEEL. BUT MY PRIMARY
9 QUESTION IS, WHO WAS HE EMPLOYED BY? WE BELIEVE
10 IT'S CAST AND CREW, AS SITUATED HERE ON THE
11 PAPERWORK. HE'S VIOLATED THE TERMS OF THE CONTRACT.

12 AND, ALSO, IF YOU LOOK AT PAGE THREE, TWO AND
13 THREE, HE DOES NOT SIGN HIS NAME AS PERRY F. PADGETT
14 BUT AS FRANKIE PADGETT. AS A MATTER OF FACT, WHEN
15 HE FILLED OUT HIS APPLICATION FOR EMPLOYMENT HE PUT
16 FRANKIE PADGETT, NOT PERRY F. PADGETT, WHO HE WAS
17 KNOWN BY BY THE PREVIOUS EMPLOYER, OR AT LEAST
18 ENTITIES THAT WORK WITH THEM. SO WE BELIEVE THAT
19 JUXTAPOSING THE NAMES HERE CERTAINLY WAS SOME SHIELD
20 TO HIS TRUE IDENTITY, AND, THEREFORE, HE WAS HIRED.
21 IT WAS NOT UNTIL AFTER BENEFITS WERE BEING PAID THAT
22 IT WAS DISCOVERED THAT FRANKIE PADGETT WAS ALSO
23 PERRY PADGETT. AND, INTERESTINGLY, IN ALL THE
24 DOCUMENTS SUBSEQUENT TO HIS INJURY AFTER HE SETTLED
25 HIS CASE, HE SIGNS EVERYTHING FRANKIE PADGETT AS

1 OPPOSED TO PERRY F. PADGETT.

2 SO, YOUR HONOR, WITH REGARD TO THAT WE BELIEVE
3 THAT THERE WAS FRAUD COMMITTED IN THE INDUCEMENT.
4 WE BELIEVE IT VIOLATES THE TERMS OF THE CONTRACT, IN
5 PLAIN AND SIMPLE TERMS AND MEANING OF THE CONTRACT.
6 HE'S VIOLATED PROVISION, SECTION THREE, WITH REGARD
7 TO EMPLOYMENT, AND WE BELIEVE THAT BENEFITS SHOULD
8 CERTAINLY CEASE AND THIS CLAIM DISMISSED. BUT IF
9 THE COMMISSION IS NOT INCLINED TO DISMISS THIS
10 CLAIM, CERTAINLY WE SHOULD BE ALLOWED TO TERMINATE
11 PAYMENT OF PERMANENCY AND DISABILITY BENEFITS
12 BECAUSE IT SIMPLY VIOLATES THE TERMS OF THAT
13 AGREEMENT AND THE CONTRACT.

14 BY THE COMMISSIONER:

15 ALL RIGHT. THANK YOU, SIR.

16 BY MR. DUNBAR:

17 THANK YOU.

18 BY THE COMMISSIONER:

19 MR. SAMUELS.

20 BY MR. SAMUELS:

21 THANK YOU, YOUR HONOR. I WOULD LIKE TO GO BACK
22 TO THE MOTION, IF I MAY.

23 BY THE COMMISSIONER:

24 SURE.

25 BY MR. SAMUELS:

1 WE SERVED A SUBPOENA ON DEFENDANTS FOR VARIOUS
2 DOCUMENTS, INCLUDING CONTRACTS BETWEEN CAST AND CREW
3 AND DANGERBOY PRODUCTIONS AND ARMY WIVES, I THINK,
4 THE PRODUCTION COMPANY FROM THE FIRST INJURY. WE
5 ALSO SOUGHT COPIES OF ANY PAYROLL RECORDS, ANY
6 DOCUMENTS THAT MR. PADGETT WOULD HAVE SIGNED TO
7 SUPPORT THIS KIND OF ALLEGATION THAT THEY'RE MAKING,
8 AND THEY PRODUCED NOTHING. AND NOT ONLY HAVE THEY
9 PRODUCED NOTHING, THEY CONTEND IN AN EMAIL, WHICH IS
10 AT THE VERY LAST PAGE OF CLAIMANT'S APA SUBMISSIONS,
11 -- THE NEXT TO VERY LAST PAGE, PAGE 82, WHERE WE
12 HAVE AN EMAIL FROM MR. DUNBAR'S PARALEGAL STATING,
13 "ALSO, WE GOT YOUR SUBPOENA FOR THE PERSONNEL FILE.
14 CAST AND CREW IS THE PAYROLL COMPANY. IT DOES NOT
15 HAVE A PERSONNEL FILE FOR THE CLAIMANT. I WILL GET
16 YOU THE PAYCHECK STUB THEY HAVE. YOU WILL HAVE TO
17 SUBPOENA THE COMPANIES HE WORKED FOR TO GET
18 PERSONNEL FILES." THAT IS THE LAST RESPONSE WE'VE
19 RECEIVED. SO WE'VE NEVER RECEIVED ANYTHING FROM THE
20 DEFENDANTS IN RESPONSE TO ANY SUBPOENA OTHER THAN AN
21 EMAIL WHICH ESSENTIALLY CONFIRMS THAT HIS THEORY OF
22 THE CASE IS MISGUIDED BECAUSE THIS IS NOT AN
23 EMPLOYER. IT'S A PAYROLL COMPANY. IT MAY BE A
24 P.E.O. IT MAY BE A STAFFING COMPANY. BUT IT'S A
25 PAYROLL COMPANY.

1 AND, INDEED, THAT IS THE ESSENCE OF THE
2 DOCUMENTS HE'S PULLED FROM THE INTERNET THAT HE HAS
3 INCLUDED IN HIS APA SUBMISSIONS, WHICH TALK ABOUT
4 HOW THIS ARRANGEMENT WITH MOVIE AND T.V. SHOW
5 PRODUCTION COMPANIES WORKS. AND THAT IS THAT A
6 COMPANY -- IN THIS PARTICULAR CASE WOULD BE A
7 COMPANY CALLED DANGERBOY PRODUCTIONS -- COMES IN,
8 USES A STUDIO WAREHOUSE IN NORTH CHARLESTON TO
9 PRODUCE A MOVIE OR A T.V. SHOW. AND WHAT THEY DO IS
10 THEY CONTACT THE TEAMSTERS UNION. THE TEAMSTERS
11 UNION PROVIDES A LIST OF, IN THIS CASE, TRUCK
12 DRIVERS, AND DANGERBOY PRODUCTIONS SELECTS FROM THAT
13 LIST OF TRUCK DRIVERS WHO IS GOING TO WORK. WHEN
14 THEY COME DOWN, THEY FILL OUT PAPERWORK, AND THAT'S
15 WHEN THEY FIND OUT WHO THE ACTUAL PAYROLL COMPANY IS
16 GOING TO BE. IT MAKES PERFECT SENSE FOR THE MOVIE
17 INDUSTRY TO DO THIS BECAUSE THESE PRODUCTIONS MAY
18 LAST A WEEK, THEY MAY LAST SIX MONTHS, BUT THEY'RE
19 NEVER GOING TO BE LONG TERM, PERMANENT. EVEN IF THE
20 SHOW IS -- YOU KNOW, RUNS FOR SEVEN YEARS, THEY'RE
21 STILL GOING TO HAVE TO START UP PRODUCTION EACH
22 TIME.

23 SO, WHAT CAST AND CREW DOES IS PROVIDE A VERY
24 VALUABLE SERVICE TO THESE PRODUCTIONS COMPANIES BY
25 DOING THEIR PAYROLL, BY DOING THEIR WORKERS' COMP.

1 THAT IS ALL THEY DO. BUT THERE IS NO WITNESS FROM
2 CAST AND CREW. NOBODY HERE IS GOING TO TESTIFY THAT
3 MR. PADGETT WAS DIRECTED AT WORK BY ANYBODY FROM
4 CAST AND CREW OR EVER MET ANYBODY WHO WAS ACTUALLY
5 AN EMPLOYEE OF CAST AND CREW, AS IN THE COMPANY THAT
6 PROVIDED PAYROLL SERVICES. EVERYBODY IN PRODUCTION,
7 INCLUDING THE ACTORS AND THE DIRECTOR AND EVERYBODY
8 ELSE, THEY'RE ALL PAID BY CAST AND CREW. BUT AS
9 THAT EMAIL INDICATES, THEY ARE A PAYROLL COMPANY;
10 THEY ARE NOT AN EMPLOYER WITHIN THE MEANING OF
11 WORKERS' COMP.

12 BY THE COMMISSIONER:

13 MR. SAMUELS, BUT IT SEEMS TO ME THAT YOU WANT
14 ME TO MAKE A LEGAL CONCLUSION BASED UPON AN EMAIL
15 FROM ONE PARALEGAL TO ANOTHER PARALEGAL WHEN I HAVE
16 DOCUMENTS, I GUESS, PURPORTEDLY FILLED OUT BY YOUR
17 CLIENT TO THE FEDERAL GOVERNMENT INDICATING THAT THE
18 EMPLOYER IS CAST AND CREW.

19 BY MR. SAMUELS:

20 BECAUSE THAT'S WHERE HIS PAYCHECK COMES FROM,
21 YOUR HONOR. I THINK THAT'S CORRECT; THAT IS WHERE
22 HIS PAYCHECK COMES FROM. WHAT YOU HAVE HERE AND
23 THEORY OF THE CASE FROM THE DEFENDANTS IS SOMETHING
24 DIFFERENT. WHAT YOU HAVE HERE IS THEY'RE TRYING TO
25 BOOTSTRAP THE FRAUD IN THE APPLICATION DEFENSE FROM

1 COOPER V. McDEVITT AND STREET, AND THEY'RE TRYING A
2 NEW ANGLE ON IT. BUT LET'S TAKE A LOOK AT ONE OF
3 THE ELEMENTS OF COOPER V. McDEVITT AND STREET. THE
4 ELEMENTS OF COOPER V. McDEVITT AND STREET ARE, ONE,
5 A MATERIAL MISREPRESENTATION ABOUT PREEXISTING
6 PHYSICAL CONDITION.

7 BY THE COMMISSIONER:

8 RIGHT. BUT I'M GOING TO STOP YOU BECAUSE
9 YOU'RE GOING INTO THE NEXT PART, WHICH IS THE LEGAL
10 PART, WHICH WE'RE GOING TO GET TO NEXT. BUT RIGHT
11 NOW WE'RE STILL DEALING WITH THE MOTION, BECAUSE YOU
12 WANTED TO COME BACK ON THE MOTION. AND I DID WANT
13 TO NOTE, I UNDERSTAND YOUR POSITION, BUT I -- YOU
14 KNOW, BUT THE MOTION IS JUST BASED UPON THE MOTION
15 AND THE RESPONSE AND ANY ATTACHMENTS THAT ARE, YOU
16 KNOW, PROVIDED WITH THE MOTION OR THE RESPONSE. AND
17 IN THIS PARTICULAR CASE, I DO FIND THAT, PURSUANT TO
18 YOUR REQUEST, THERE ARE PAYROLL DOCUMENTS, THERE ARE
19 PERSONNEL FILE-TYPE DOCUMENTS IN THE APA
20 SUBMISSIONS. SO, I'VE ALREADY RULED ON IT. IF YOU
21 WANT TO...

22 BY MR. SAMUELS:

23 I UNDERSTAND, YOUR HONOR. AND PART OF THAT IS
24 MAKING A RECORD. I WOULD WANT TO EMPHASIZE, FOR
25 YOUR HONOR'S INFORMATION, THAT THE ACTUAL PAYROLL

1 RECORDS, WHICH ARE PAYCHECKS FROM DANGERBOY
2 PRODUCTIONS, SOUTH OF HELL PRODUCTIONS, EYE
3 PRODUCTIONS, AND ALSO EYE PRODUCTIONS, WERE ACTUALLY
4 PROVIDED TO THE DEFENDANTS BY MR. PADGETT IN
5 RESPONSE TO THEIR SUBPOENA. SO, THOSE ARE NOT
6 DOCUMENTS THEY PRODUCED. THEY HAVE NOT PRODUCED
7 ANYTHING ORIGINAL FROM MR PADGETT'S PERSONNEL FILE
8 OTHER THAN A START/CLOSE FORM AND AN I-9. THEY
9 PRODUCED NOTHING FROM 2009, AND THAT'S IMPORTANT
10 BECAUSE THEIR ALLEGATION IS THAT MR. PADGETT
11 MISREPRESENTED HIS NAME. THAT'S SORT OF THEIR
12 THEORY HERE, THAT HE MISREPRESENTED HIS NAME, AND
13 THEY'VE NOT PRODUCED ANYTHING THAT WOULD SHOW THAT.
14 SO, I RECKON I SHOULD BE HAPPY THAT THEY HAVEN'T
15 PRODUCED ANYTHING, BUT I DO THINK THE FAILURE TO
16 PRODUCE AND THE FAILURE TO DISCLOSE ANYTHING,
17 COMBINED WITH THE REPRESENTATION THAT THEY'RE A
18 PAYROLL SERVICE AND NOT AN EMPLOYER, SHOULD INDICATE
19 -- I WOULD ASK YOUR HONOR TO TAKE JUDICIAL NOTICE
20 THAT THE FAILURE TO PRODUCE THOSE DOCUMENTS IS LIKE
21 THE FAILURE TO CALL A WITNESS AND THAT THOSE
22 DOCUMENTS WOULD BE UNFAVORABLE TO THEIR THEORY OF
23 THE CASE HAD THEY PRODUCED THEM.

24 BY THE COMMISSIONER:

25 OKAY.

1 BY MR. SAMUELS:

2 AND AS YOUR HONOR HAS RULED ON THE MOTION, LET
3 ME GET TO THE MERITS ---

4 BY THE COMMISSIONER:

5 SURE.

6 BY MR. SAMUELS:

7 --- BECAUSE THEY DO SORT OF OVERLAP. SO THEIR
8 THEORY OF THE CASE IS TRYING TO EXTEND COOPER V.
9 McDEVITT AND STREET. THE FIRST THING THAT THEY
10 WOULD HAVE TO SHOW IS A MATERIAL MISREPRESENTATION.
11 IN FACT, LET ME TALK ABOUT COOPER V. McDEVITT AND
12 STREET, BECAUSE COOPER V. McDEVITT AND STREET IS
13 UNIQUE AND IT'S THE ONLY COMMON LAW DEFENSE
14 AVAILABLE IN WORKERS' COMPENSATION. EVERYTHING ELSE
15 IS STATUTORY. AND THE ESSENCE OF COOPER V. McDEVITT
16 AND STREET IS THAT A MATERIAL MISREPRESENTATION
17 ABOUT A PREEXISTING PHYSICAL CONDITION, WHICH IS
18 RELIED ON BY THE EMPLOYER AND FOR WHICH THERE IS A
19 CAUSAL CONNECTION PROVEN BY MEDICAL EVIDENCE BETWEEN
20 THE MISREPRESENTATION AND THE INJURY, ALLOWS THE
21 EMPLOYER TO VOID THE EMPLOYMENT RELATIONSHIP. YOU
22 DON'T HAVE ANY OF THAT HERE. THEY'RE ESSENTIALLY
23 TRYING TO SAY THAT THERE IS A MISREPRESENTATION
24 ABOUT MR. PADGETT'S NAME. THERE IS NO -- FIRST OFF,
25 THERE IS NO PROOF THAT THAT WAS A MISREPRESENTATION

1 BECAUSE ONE OF THE THINGS THAT IS GOING TO BE PRETTY
2 OBVIOUS IS YOU'VE GOT THE SAME SOCIAL SECURITY
3 NUMBER; YOU'VE GOT THE SAME DATE OF BIRTH; YOU'VE
4 GOT THE SAME ADDRESS. SO, THEY CERTAINLY HAD
5 NOTICE, AND, IN FACT, THEIR OWN DOCUMENTS CONFIRM
6 THAT THEY KNEW THAT MR. PADGETT'S FULL NAME WAS
7 PERRY FRANK PADGETT, JR., AND THEY KNEW IT, IN THIS
8 CASE, AS EARLY AS MAY 7TH, 2015, WHICH IS SHORTLY
9 AFTER THIS ACCIDENT, AND IT'S ON THEIR -- PAGE ONE
10 OF THEIR APA SUBMISSIONS. IT'S GOT HIS FULL NAME AT
11 THE VERY TOP OF THE DOCUMENT. SO, THEY CANNOT PROVE
12 A MATERIAL MISREPRESENTATION.

13 THE SECOND THING IS THEY CANNOT PROVE RELIANCE
14 WITHOUT A WITNESS WHO CAN TESTIFY HOW THAT PERSON
15 WAS MISLED INTO HIRING MR. PADGETT; THEY WOULD NOT
16 HAVE HIRED HIM OTHERWISE. THERE'S NO SUCH PERSON
17 LIKE THAT. AGAIN, IT HAS NOTHING TO DO WITH THE
18 INJURY. SO, HE'S UNQUESTIONABLY AN EMPLOYEE FOR
19 PURPOSES OF THIS CLAIM.

20 BY THE COMMISSIONER:

21 WELL, AND I'VE LOOKED AT THE PREHEARING BRIEF
22 FILED BY THE DEFENDANTS, BUT I DON'T SEE WHERE
23 THEY'RE BASING THEIR ARGUMENT ON COOPER VERSUS
24 McDEVITT STREET, PER SE. I KNOW THE FRAUD. WE
25 THINK OF FRAUD IN THE APPLICATION BASED ON THAT CASE

1 LAW. BUT I THINK -- IT SEEMS TO ME -- AND, MR.
2 DUNBAR, I'LL LET YOU CLARIFY, BUT IT SEEMS TO ME
3 THAT IT'S A LITTLE BIT DIFFERENT.

4 BY MR. DUNBAR:

5 THAT'S CORRECT, YOUR HONOR. WE'RE NOT RELYING
6 ON McDEVITT STREET.

7 BY THE COMMISSIONER:

8 OKAY.

9 BY MR. SAMUELS:

10 WELL, I MENTION McDEVITT AND STREET BECAUSE
11 IT'S THE ONLY EXCEPTION THAT ALLOWS THIS KIND OF
12 THEORY, THAT THERE IS ALLEGEDLY FRAUD IN THE
13 APPLICATION, AND THAT IS A VERY LIMITED FACTUAL
14 CIRCUMSTANCE. IF SOMEBODY PROVIDES ANOTHER
15 MISREPRESENTATION, PERHAPS AN ILLEGAL ALIEN WITH A
16 FAKE SOCIAL SECURITY NUMBER, THE EMPLOYER CANNOT
17 COME IN AND VOID THAT RELATIONSHIP. IN FACT, THE
18 STATUTE DEFINING THE EMPLOYEE REFERS TO LEGALLY OR
19 ILLEGALLY EMPLOYED. SO, NONE OF THAT THEORY
20 APPLIES.

21 THE SECOND THEORY ON WHICH THEY WOULD LIKE TO
22 DISMISS THIS CASE GOES TO THIS CLINCHER FROM THE
23 EARLIER CASE, AND THE CLINCHER DOES NOT PROVIDE A
24 LOT OF SUPPORT FOR THEIR THEORY EITHER. FIRST OFF,
25 I DON'T BELIEVE THE COMMISSION HAS JURISDICTION TO

1 INTERPRET A CONTRACT.

2 BY THE COMMISSIONER:

3 WELL, IT'S OUR CONTRACT. I THINK WE DO. BUT,
4 OKAY, THANK YOU.

5 BY MR. SAMUELS:

6 BUT, I MEAN, IN THE THEORY THAT TERMS AND
7 CONDITIONS PUT IN A CLINCHER TO BE INTERPRETED LATER
8 FOR THE THEORY THAT HE IS NOT NOW AN EMPLOYEE AND
9 THAT THEY CAN COME BACK IN TWO AND A HALF YEARS
10 AFTER THIS MAN WAS INJURED, AFTER HE HAS UNDERGONE
11 FOUR SURGERIES TO HIS LEG, IT'S NOT -- AT THAT POINT
12 THIS IS CERTAINLY A WAIVER, AN ESTOPPEL ISSUE,
13 PARTICULARLY WHEN THEY KNEW HIS TRUE IDENTITY, BY
14 THEIR OWN DOCUMENTS, IN 2015. WE'RE PAST 150 DAYS.
15 SO, THEY ARE PAST THE TIME WHERE THEY CAN DENY IT
16 BASED ON A GOOD-FAITH APPLICATION, PARTICULARLY HERE
17 WHEN THEY KNEW THE MAN'S FULL NAME.

18 THE OTHER POINT ABOUT THE CONTRACT AND THE
19 CLINCHER IS THAT IT IS AMBIGUOUS. BECAUSE IT WAS
20 DRAFTED BY DEFENDANTS, IT WOULD BE CONSTRUED AGAINST
21 THEM IN TERMS OF ANY AMBIGUITY. AND THE SENTENCE
22 THAT HE'S ACTUALLY TRYING TO REFER TO IS -- QUOTING
23 FROM PART "I," IS, "THE PARTIES AGREE THE CLAIMANT
24 IS NO LONGER AN EMPLOYEE OF CAST AND CREW
25 ENTERTAINMENT SERVICES, INCORPORATED, AND FURTHER

1 AGREES THAT HE WILL NOT SEEK FUTURE EMPLOYMENT WITH
2 CAST AND CREW ENTERTAINMENT SERVICES, INC." HE DID
3 NOT SEEK EMPLOYMENT WITH CAST AND CREW ENTERTAINMENT
4 SERVICES. HE WAS ON A LIST FOR THE UNION. HE WAS
5 CONTACTED BY DANGERBOY PRODUCTIONS THROUGH THE
6 UNION, PUT ON THE UNION'S LIST, AND SHOWED UP TO
7 WORK NOT KNOWING WHO THE PAYROLL COMPANY WOULD BE.
8 SO, HE HAS NOT SOUGHT EMPLOYMENT, AND HE HAS -- JUST
9 BECAUSE THE PAYCHECK COMES FROM CAST AND CREW, IT IS
10 NOT AS IF HE HAS GONE OUT TO BURBANK, CALIFORNIA, TO
11 BE A PAYROLL CLERK. HE IS A TRUCK DRIVER WORKING
12 FOR DANGERBOY PRODUCTIONS, AND THAT'S THE RUBRIC
13 UNDER WHICH HE IS WORKING.

14 ALSO, GIVEN THE NATURE OF THIS TYPE OF
15 BUSINESS, THAT THERE ARE ONLY TWO PRODUCTION -- OR
16 TWO PAYROLL COMPANIES THAT HANDLE BENEFITS FOR
17 EMPLOYEES WORKING IN THE MOVIE INDUSTRY, THIS IS
18 ESSENTIALLY SOME SORT OF NON-COMPETE CLAUSE, WHICH I
19 CONTEND WOULD BE VOID AB INITIO AS VIOLATING PUBLIC
20 POLICY. IT'S A DIFFERENT CIRCUMSTANCE FROM IF YOU
21 WORK FOR, SAY, MICHELIN AND YOU SETTLE A CASE WITH
22 MICHELIN AND AGREE TO RESIGN AS A CONDITION OF
23 SETTLING YOUR WORKERS' COMPENSATION CASE.
24 ADDITIONALLY, I WOULD NOTE THAT IN ALL OF THOSE
25 CASES, WHEN WE HAVE SOMEBODY RESIGN AS PART OF A

1 CLINCHER, THERE IS A SEPARATE CONTRACT, A SEPARATE
2 RESIGNATION DOCUMENT WITH SEPARATE CONSIDERATION.
3 THIS PROVISION WOULD FAIL FOR LACK OF CONSIDERATION
4 AS WELL.

5 THE LAST ISSUE THAT MR. DUNBAR GOES TO IS A
6 CONTENTION THAT MR. PADGETT HAS RECEIVED ALL 500 OF
7 HIS WEEKS. AND IN DOING THAT, I WOULD CONTEND HE IS
8 GETTING SOMEWHAT CREATIVE. IN THE CLINCHER ITSELF,
9 THE CLINCHER IS A \$150,000 LUMP SUM PAYMENT. IN
10 THAT CLINCHER MR. PADGETT GIVES UP FUTURE MEDICAL
11 TREATMENT; HE GIVES UP FUTURE TEMPORARY TOTAL; HE
12 GIVES UP FUTURE PERMANENT DISABILITY; HE GIVES UP A
13 CHANGE OF CONDITION; HE GIVES UP MILEAGE; HE GIVES
14 UP ASSESSING FINES AND PENALTIES FOR NONCOMPLIANCE
15 WITH THE ACT, AND HE GIVES THOSE UP FOR THE PAYMENT
16 OF A LUMP SUM OF \$150,000. THAT CANNOT BE CONSTRUED
17 AS WEEKS OF COMPENSATION. IT IS A LUMP SUM PAYMENT
18 CLOSING THE CASE. IT IS NOT A FORM 16; IT IS NOT A
19 CONSENT ORDER. AND, MOST IMPORTANTLY, IF YOU GO TO
20 THE FORM 19, WHICH IS THE PAGE AFTER THE CLINCHER,
21 THE FORM 19 SAYS THERE ARE 19.4286 WEEKS AND THEN
22 135.4285 WEEKS. SO, ROUGHLY 155 WEEKS OF TEMPORARY
23 TOTAL THAT MR. PADGETT RECEIVED IN THAT 2009 CLAIM.
24 THE NUMBER OF WEEKS P.P., PERMANENT PARTIAL, IS
25 BLANK; DISFIGUREMENT IS BLANK. BUT THERE IS

1 \$150,000 FOR AGREEMENT AND FINAL RELEASE. AGREEMENT
2 AND FINAL RELEASE REFERS ALL THOSE THINGS THAT HAVE
3 BEEN RELEASED. IT IS NOT ALLOCATED IN A WAY THAT
4 YOU CAN SAY THAT ALL OF IT IS COMPENSATION OR ANY OF
5 IT IS COMPENSATION, NEVER BEEN CONSTRUED AS SUCH.
6 THAT IS THE AGREEMENT THAT THE PARTIES CHOSE TO
7 ENTER INTO, AND WHEN IT WAS REPORTED TO THE
8 COMMISSION BY DEFENDANTS, THEY DID NOT LIST IT AS
9 COMPENSATION. THEY LISTED IT AS A FULL AND FINAL
10 RELEASE.

11 THEREFORE, YOUR HONOR, HE HAS NOT USED UP HIS
12 500 WEEKS. HE'S STILL GOT ADDITIONAL WEEKS
13 REMAINING. THEY MAY VERY WELL GET A CREDIT FOR THE
14 135 WEEKS OFF THE 500 PLUS WHAT HE HAS ALREADY BEEN
15 PAID WHEN MR. PADGETT REACHES M.M.I. BUT HE
16 ACTUALLY HAD SURGERY JUST LAST WEEK AND IS NOWHERE
17 CLOSE TO M.M.I. SO WE WOULD ASK THAT THE RELIEF,
18 DEMAND, AND THE PETITION BE DENIED AND THAT MR.
19 PADGETT'S BENEFITS CONTINUE.

20 I WOULD ADD, JUST FOR THE RECORD, WE'VE ALLEGED
21 ADDITIONAL BODY PARTS. THOSE ARE NOT BEFORE YOU AT
22 THIS HEARING.

23 BY THE COMMISSIONER:

24 THAT'S CORRECT. IS THERE A PENDING FORM 50 ON
25 THAT OUT THERE SOMEWHERE?

1 BY MR. SAMUELS:

2 THERE IS NOT, YOUR HONOR.

3 BY THE COMMISSIONER:

4 OKAY. ALL RIGHT. MR. DUNBAR, YOU MAY REPLY OR
5 CALL YOUR FIRST WITNESS.

6 BY MR. DUNBAR:

7 MAY I JUST BRIEFLY RESPOND, IF I MAY?

8 BY THE COMMISSIONER:

9 SURE.

10 BY MR. DUNBAR:

11 WITH REGARD TO PRODUCTION OF THE APA, WE
12 CERTAINLY PRODUCED THOSE DOCUMENTS. AND WITH REGARD
13 TO THE PAYROLL RECORDS, IF YOU WILL LOOK AT "D,"
14 PAGE FIVE, WE PRODUCED THOSE PAYROLL RECORDS, WHAT
15 WE HAD STEMMING FROM HIS EARNINGS IN 2015. WE
16 PRODUCED THOSE TO MR. SAMUELS.

17 WITH REGARD TO THE CLINCHER ITSELF AND THE
18 PAYMENT OF 500 WEEKS, WE HAVE TO RELY UPON WHAT IS
19 PUT FORTH IN THE SETTLEMENT DOCUMENTS. ITEM THREE
20 ON PAGE NINE OF THE CLINCHER STATES THAT HE IS BEING
21 PAID 1,704.56 WEEKS. NOW, IF WE'RE GOING TO RELY
22 UPON THAT AND WE LET THE SOCIAL SECURITY
23 ADMINISTRATION RELY UPON THAT, HE'S GETTING THE
24 BENEFIT. NOW HE GOES BACK TO WORK; HE GETS HURT.
25 NOW HE'S GOING TO COLLECT ADDITIONAL WORKERS'

1 COMPENSATION BENEFITS, AND SOCIAL SECURITY IS NOT
2 AWARE OF THIS OFFSET. SO, EITHER THIS DOCUMENT IS
3 CORRECT IN TERMS OF HOW MANY WEEKS HE'S BEEN PAID,
4 AS WHAT EVERYONE AGREED TO, OR IT'S INCORRECT.

5 AND WITH REGARD TO IT BEING INCORRECT, LET ME
6 JUST STATE FOR THE RECORD THAT THE PRIMARY ISSUE IN
7 THIS CASE IS, AGAIN, SECTION THREE, SUBSECTION "H,"
8 THAT STATES, "THIS AGREEMENT SHALL HAVE A DUAL
9 NATURE AND SHALL ALSO SURVIVE AS A CONTRACT." THE
10 CLAIMANT WAS REPRESENTED BY COUNSEL. HE KNEW WHAT
11 HE WAS ENTERING INTO. THIS IS NOT A COVENANT NOT TO
12 COMPETE. IT BASICALLY SAYS THAT THIS IS A CONTRACT.
13 THE CONTRACT STIPULATES THAT HE IS NOT TO APPLY WITH
14 CAST AND CREW. ONCE HE SIGNED THOSE DOCUMENTS AND
15 HE SAW THAT THE EMPLOYER WAS CAST AND CREW AND NOT
16 ENTERTAINMENT PARTNERS, HE COULD HAVE CERTAINLY
17 DECLINED THE EMPLOYMENT. HE DID NOT. I BELIEVE THE
18 EVIDENCE WITH REGARD TO THE USE OF THE NAME, PERRY
19 PADGETT, IN 2009, STEMMING FROM THAT INJURY, AND
20 THEN IN MY APA PAGE ONE EVERYTHING IS LISTED AS
21 FRANKIE PADGETT, NOT PERRY F. PADGETT, JR. SO, IT
22 IS CONFUSING; IT IS A SUBTERFUGE TO SOME DEGREE. SO
23 WE TAKE THE POSITION THAT CLEARLY HE IS NOT ENTITLED
24 TO ANY BENEFITS OVER AND ABOVE 500 WEEKS BECAUSE
25 THIS IS THE SAME EMPLOYER, CLEARLY CAST AND CREW,

1 AND HE CAPS OUT AT 500 WEEKS, WHICH WE BELIEVE BY
2 THE PLAIN LANGUAGE OF THE CLINCHER WE'VE ALREADY
3 PAID SUCH. AS A MATTER OF FACT, WE'VE BEEN PAYING
4 BENEFITS SINCE HIS DATE OF ACCIDENT, WHICH IS ON
5 5/6/2015. HAD MY CLIENT REALLY RELIED UPON THE
6 CLINCHER DOCUMENT ITSELF, THEY WOULDN'T HAVE EVEN
7 STARTED TEMPORARY TOTAL DISABILITY COMPENSATION
8 BENEFITS BECAUSE THEY COULD HAVE CUT IT OFF
9 IMMEDIATELY ON THE BASIS OF WHAT'S CONTAINED IN
10 SECTION THREE OF THE CLINCHER ON PAGE NINE. AND
11 THAT'S ALL I HAVE, YOUR HONOR.

12 BY THE COMMISSIONER:

13 ALL RIGHT. YOU MAY CALL YOUR FIRST WITNESS.

14 BY MR. DUNBAR:

15 I WILL CALL MR. FRANKIE PADGETT.

16 BY THE COMMISSIONER:

17 MADAM COURT REPORTER, WILL YOU PLEASE SWEAR MR.
18 PADGETT.

19 BY THE COURT REPORTER:

20 SIR, IF YOU WOULD RAISE YOUR RIGHT HAND,
21 PLEASE.

22 * * * * *

23 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
24 WHOLE TRUTH AND NOTHING BUT THE TRUTH CONCERNING THE
25 MATTER HEREIN:

PERRY FRANK PADGETT, JR.,

BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
FOLLOWS:

DIRECT EXAMINATION BY MR. DUNBAR:

Q. MR. PADGETT, WOULD YOU PLEASE STATE YOUR FULL NAME
FOR ME.

A. PERRY FRANK PADGETT, JR.

Q. ALL RIGHT, SIR. AND YOUR JOB IS A TRUCK DRIVER,
CORRECT?

A. CORRECT.

Q. AND YOU'VE WORKED FOR CAST AND CREW AND
ENTERTAINMENT PARTNERS OVER THE YEARS; HAVE YOU NOT?

A. NOT FOR THEM.

Q. NOT FOR THEM?

A. NO, SIR.

Q. NEVER WORKED FOR CAST AND CREW?

A. NO, SIR.

Q. BUT YOU GOT A WORKERS' COMPENSATION SETTLEMENT FOR
THEM, CORRECT -- FROM THEM?

A. THAT'S CORRECT.

Q. ALL RIGHT. WHEN YOU WORKED -- WHAT TYPE OF WORK DO
YOU DO WHEN YOU'RE ON THE PRODUCTION SET? WHAT'S
YOUR JOB TITLE? WHAT DO YOU DO?

A. TRUCK DRIVER.

Q. TRUCK DRIVER. SO WHEN YOU WERE WORKING IN 2009 AND

1 YOU INJURED YOUR ---
2 A. LEFT LEG.
3 Q. --- LEFT LEG, YOU WERE WORKING AS A TRUCK DRIVER,
4 CORRECT?
5 A. CORRECT.
6 Q. AND WHEN YOU WENT BACK IN 2015 AND YOU WERE WORKING
7 ON A PRODUCTION SET FOR DANGERBOYS, I BELIEVE,
8 CORRECT?
9 A. THAT'S CORRECT.
10 Q. AND YOU INJURED YOUR RIGHT ANKLE?
11 A. THAT'S RIGHT.
12 Q. YOU WERE WORKING AS A TRUCK DRIVER, CORRECT?
13 A. THAT'S CORRECT.
14 Q. SO, WHEN YOU WORK ON THESE PRODUCTION FACILITIES,
15 YOU ARE WORKING AS A TRUCK DRIVER?
16 A. RIGHT.
17 Q. NOW, IT'S MY UNDERSTANDING THAT YOU INJURED YOUR
18 LEFT LEG IN 2009?
19 A. RIGHT.
20 Q. YOU WERE REPRESENTED BY COUNSEL; WERE YOU NOT?
21 A. YES, SIR.
22 Q. AND YOU SIGNED THIS DOCUMENT, WHICH THE COMMISSIONER
23 ALREADY HAS, AND I'LL JUST SHOW IT TO YOU. YOU'VE
24 SEEN IT BEFORE; HAVE YOU NOT?
25 A. YES, SIR. YES, SIR; THAT'S MY SIGNATURE.

1 Q. AND HOW DID YOU SIGN IT ON THAT DATE?
2 A. PERRY FRANK PADGETT, JR.
3 Q. PERRY FRANK PADGETT, JR. NOW, WHEN YOU APPLIED FOR
4 EMPLOYMENT FOR DANGERBOY, DO YOU RECALL FILLING OUT
5 SOME PAPERWORK?
6 A. YES, SIR.
7 Q. AND DID YOU READ THE PAPERWORK BEFORE YOU COMPLETED
8 IT?
9 A. NOT ALL OF IT.
10 Q. DID YOU READ SOME OF IT?
11 A. YES, SIR.
12 Q. ALL RIGHT. AND WHEN IT SAYS WITHHOLDING, RIGHT DOWN
13 HERE, HOW DID YOU AFFIX YOUR NAME?
14 A. FRANKIE PADGETT.
15 Q. NOTHING ABOUT FRANKIE OR PERRY -- NOTHING ABOUT
16 PERRY PADGETT WAS IN THERE, WAS IT?
17 A. NO, SIR.
18 Q. AS MATTER OF FACT, I'M LOOKING AT "F," PAGE ONE.
19 SEE THAT AT THE VERY BOTTOM WHERE YOU SIGNED YOUR
20 NAME FRANKIE PADGETT?
21 A. YES, SIR.
22 Q. WHO DOES IT SAY THAT YOUR EMPLOYER IS?
23 A. IT SAYS CAST AND CREW.
24 Q. NOW, IT'S MY UNDERSTANDING WHEN YOU GOT HURT YOU
25 RECEIVED SOME CORRESPONDENCE FROM ZURICH; DID YOU

1 NOT?
2 A. YES, SIR.
3 Q. AND ZURICH SENT YOU A COUPLE OF LETTERS, DIDN'T
4 THEY, APPRISING YOU OF THE WORKERS' COMPENSATION
5 MATTER?
6 A. YES, SIR.
7 Q. AND THEY TALKED ABOUT CAST AND CREW, DIDN'T THEY,
8 WHEN THEY SENT YOU THE LETTER?
9 A. I'M SURE THEY DID. YES, SIR. I DON'T KNOW.
10 Q. I'M LOOKING AT "A," AND I WILL GIVE YOU PAGES ONE
11 THROUGH THREE. THE LETTER IS DATED MAY 8TH, 2015.
12 DO YOU RECALL RECEIVING THAT LETTER?
13 A. YES, SIR.
14 Q. LET'S GO TO PAGE THREE.
15 A. OKAY.
16 Q. AT THE VERY TOP OF THE LEFTHAND CORNER IT STATES
17 CLAIMANT'S NAME. WHAT'S YOUR NAME THERE?
18 A. FRANKIE PADGETT.
19 Q. NOT PERRY, IS IT?
20 A. NO, SIR.
21 Q. AND THEN IT SAYS EMPLOYER'S NAME. WHAT DOES IT SAY
22 THERE?
23 A. CAST AND CREW.
24 Q. AND YOU RECEIVED THAT CORRESPONDENCE; DID YOU NOT?
25 A. YES, SIR.

1 Q. NOW, AFTER YOU RECEIVED THAT CORRESPONDENCE, DID YOU
2 AT ONCE CONTACT ZURICH, ANYONE FROM DANGERBOY
3 PRODUCTIONS, CAST AND CREW, ANYONE, TO TELL THEM
4 THAT YOU COULD NOT WORK OR RECEIVE COMPENSATION FROM
5 CAST AND CREW?

6 A. NO, SIR.

7 Q. AS A MATTER OF FACT, ZURICH SENT YOU A SECOND
8 LETTER, DID THEY NOT?

9 A. I DON'T KNOW.

10 Q. I HAVE ONE DATED HERE MAY 20TH. LET ME SHOW THAT TO
11 YOU. IT'S PRETTY MUCH THE SAME LETTER. AND THIS IS
12 "A," PAGES FOUR, FIVE, AND SIX.

13 A. OKAY.

14 Q. AND IF YOU WILL GO TO PAGE SIX, AGAIN TOP LEFTHAND
15 CORNER, WHO IS THE EMPLOYEE? WHO DOES IT DESIGNATE
16 AS THE EMPLOYEE?

17 A. CAST AND CREW.

18 Q. THAT'S THE EMPLOYER?

19 A. RIGHT.

20 Q. AND THE NAME YOU WERE GOING BY AT THAT POINT IN TIME
21 WAS FRANK PADGETT, FRANKIE PADGETT?

22 A. I ALWAYS WENT BY FRANKIE PADGETT.

23 Q. NOW, YOU SAY YOU ALWAYS HAVE GONE BY FRANKIE
24 PADGETT. WHEN YOU FIRST INJURED YOURSELF, AT LEAST ,
25 THE DOCUMENTS THAT THE COMMISSION HAS, IT WAS PERRY

1 F. PADGETT; IS THAT NOT CORRECT?

2 A. I DIDN'T PUT THAT ON THERE.

3 Q. OKAY. YOU'VE SEEN THOSE DOCUMENTS; HAVE YOU NOT?

4 A. NO, SIR.

5 Q. I WANT TO SHOW YOU THE CLINCHER AGREEMENT THAT WE'VE

6 BEEN TALKING ABOUT.

7 A. YES, SIR; I'VE SEEN THIS.

8 Q. OKAY.

9 A. I KNOW THAT'S MY SIGNATURE, AND I'VE SEEN -- WELL, I

10 AGREED THAT I'M NOT SUPPOSED TO SEEK EMPLOYMENT WITH

11 CAST AND CREW.

12 Q. AND AS A MATTER OF FACT, THERE IS A RECEIPT THAT

13 ONCE YOU RECEIVE COMPENSATION BENEFITS YOU HAVE TO

14 SIGN IT. DO YOU RECALL SEEING THAT PARTICULAR

15 DOCUMENT?

16 A. NO, SIR.

17 Q. ALL RIGHT. LET ME SHOW IT TO YOU, IF I CAN PUT MY

18 HANDS ON IT. THIS IS APA PAGE 14, I BELIEVE IT'S

19 STILL "B." RIGHT THERE.

20 A. RIGHT. YEAH, THAT'S MY SIGNATURE.

21 Q. HOW DID YOU SIGN IT RIGHT HERE?

22 A. PERRY FRANK PADGETT, JR.

23 Q. ALL RIGHT. SO IN 2009 AND 2012, YOU WERE SIGNING

24 YOUR NAME AS PERRY OR PERRY F. PADGETT, JR.,

25 CORRECT?

1 A. SAY THAT AGAIN.

2 Q. WHEN YOU WERE SIGNING DOCUMENTS FROM 2009 TO 2012,
3 YOU WERE SIGNING THEM AS PERRY F. PADGETT, JR.,
4 CORRECT?

5 A. ON THOSE, YES, SIR.

6 Q. ON THOSE?

7 A. YES, SIR.

8 Q. AND ON MORE RECENT DOCUMENTS YOU'VE BEEN SIGNING
9 THEM AS FRANKIE PADGETT, JR., CORRECT?

10 A. THAT'S RIGHT. THAT'S THE WAY I SIGN MY DOCUMENTS.
11 I SIGN EVERYTHING FRANKIE UNLESS IT'S STATED TO
12 STATE YOUR FULL NAME, AS I WOULD IN THIS CASE, AS
13 IT'S ON MY DRIVER'S LICENSE, PERRY FRANK PADGETT,
14 JR.

15 Q. I UNDERSTAND THAT YOU HAD AN ANKLE INJURY IN 2009
16 AND YOU RECOVERED. YOU DID GO BACK TO WORK IN 2013,
17 2014, BUT THEN YOU -- I'M SORRY; DID NOT WORK IN
18 2010, 2011, OR 2012, DID YOU?

19 A. NO, SIR.

20 Q. YOU WENT BACK TO WORK IN 2015?

21 A. THAT'S CORRECT.

22 Q. AND THAT'S WHEN YOU HAD THIS MOST RECENT INJURY?

23 A. YES, SIR.

24 Q. SO, THE WORK FOR A PRODUCTION COMPANY AS A TRUCK
25 DRIVER, IT'S NOT CONSTANT, NOR CONSISTENT, IS IT?

1 A. I DON'T UNDERSTAND.

2 Q. THERE'S NOT A PRODUCTION IN SOUTH CAROLINA EVERY
3 DAY, 365 ---

4 A. NO.

5 Q. --- DAYS A YEAR?

6 A. NO, SIR.

7 Q. HOW OFTEN WILL YOU WORK IN A THREE YEARS' TIME SPAN?

8 A. I COULD WORK SIX MONTHS TO SIX WEEKS, OR I COULD
9 WORK TWO YEARS. IT WOULD BE ON A DIFFERENT SHOW. I
10 MIGHT WORK, YOU KNOW, ARMY WIVES PRODUCTION, WHICH
11 WAS BACK IN 2009, AND I COULD -- THAT SHOW COULD
12 END. I COULD ALSO START WORKING ON A DEAR JOHN
13 PRODUCTION OR ANOTHER SHOW. THAT ONE WOULD END, AND
14 THEN WE COULD GO BACK WHENEVER THEY COME BACK FOR A
15 SECOND SEASON OR A THIRD SEASON.

16 Q. AND WHAT'S THE LONGEST AMOUNT OF TIME YOU'VE BEEN
17 OUT OF WORK DOING THIS TYPE OF WORK?

18 A. DURING 2009 TO 2012 OR -- WHENEVER I WENT BACK TO
19 WORK, THREE AND A HALF YEARS.

20 Q. HOW ABOUT ABSENT ANY INJURIES, WHAT'S -- HOW LONG --
21 WHAT'S THE LONGEST LAYOFF YOU'VE HAD?

22 A. PROBABLY A YEAR.

23 BY MR. DUNBAR:

24 ALL RIGHT. THANK YOU, SIR. NO FURTHER
25 QUESTIONS.

1 BY THE COMMISSIONER:

2 THANK YOU. MR. SAMUELS.

3 CROSS EXAMINATION BY MR. SAMUELS:

4 Q. FRANKIE, I'M GOING TO ASK YOU A LITTLE BIT OF
5 BACKGROUND QUESTIONS FIRST. HOW OLD ARE YOU?

6 A. FIFTY-ONE.

7 Q. WHERE ARE YOU FROM?

8 A. VARNVILLE, SOUTH CAROLINA.

9 Q. HOW LONG HAVE YOU LIVED IN VARNVILLE, SOUTH
10 CAROLINA?

11 A. ALL 51 YEARS.

12 Q. WHAT WAS YOUR ADDRESS IN 2009 WHEN YOU HAD THIS
13 FIRST WORKERS' COMP ACCIDENT?

14 A. [REDACTED] STREET.

15 Q. WHAT WAS YOUR ADDRESS IN 2015 WHEN YOU HAD THIS
16 SECOND WORKERS' COMP ACCIDENT?

17 A. SAME ADDRESS, [REDACTED] STREET.

18 Q. WHAT'S YOUR DATE OF BIRTH?

19 A. [REDACTED]

20 Q. HAS IT EVER CHANGED?

21 A. NO, SIR.

22 Q. I'M NOT GOING TO ASK YOU YOUR SOCIAL SECURITY
23 NUMBER, BUT I'M GOING TO ASK YOU, HAS THAT NUMBER
24 EVER CHANGED?

25 A. NO, SIR.

1 Q. IN ANY DOCUMENTS YOU'VE EVER FILLED OUT FOR
2 EMPLOYMENT OR TAX PURPOSES, HAVE YOU EVER CHANGED
3 YOUR SOCIAL SECURITY NUMBER OR YOUR ADDRESS OR YOUR
4 DRIVER'S LICENSE NUMBER?

5 A. NO, SIR.

6 Q. WHAT DO YOU DO FOR A LIVING, FRANKIE?

7 A. TRUCK DRIVER.

8 Q. ARE YOU A MEMBER OF A UNION?

9 A. YES, SIR.

10 Q. WHAT UNION IS THAT?

11 A. THE TEAMSTERS UNION.

12 Q. HOW LONG HAVE YOU BEEN A MEMBER OF THE TEAMSTERS
13 UNION?

14 A. EIGHTEEN YEARS.

15 Q. WORK YOU'VE DONE PRIMARILY IN MOVIES, T.V. SHOWS,
16 AND THEATRICAL PRODUCTIONS?

17 A. YES, SIR.

18 Q. HOW DOES SOMEBODY WHO LIVES IN SOUTH CAROLINA GET
19 ~~WORK~~ IN THAT INDUSTRY?

20 A. YOU HAVE TO BE A MEMBER OF THE UNION FIRST. THEY DO
21 DO NON-UNION SHOWS, BUT IF I'M A MEMBER OF A UNION,
22 I CAN'T DO A NON-UNION SHOW.

23 Q. SO HOW DOES IT WORK OUT THAT YOU MIGHT GET -- WELL,
24 LET ME ASK YOU THIS. WHAT PRODUCTION OR T.V. SHOW
25 WERE YOU WORKING ON IN 2009?

1 A. ABC PRODUCTION, ARMY WIVES, BUT THE TITLE OF THE
2 SHOW, THE PRODUCTION COMPANY, WAS ABC.

3 Q. IS THAT A GOOD SHOW?

4 A. I DON'T THINK I'VE EVER SEEN IT.

5 Q. WHAT PRODUCTION WERE YOU WORKING ON IN 2015?

6 A. DANGERBOY PRODUCTIONS.

7 Q. WHAT T.V. SHOW WAS THAT?

8 A. THAT WAS AN HBO SHOW CALLED VICE PRINCIPAL.

9 Q. CAN YOU EXPLAIN FOR THE COMMISSIONER THE PROCESS YOU
10 GO THROUGH TO WORK ON ONE OF THESE SHOWS?

11 A. WELL, A PRODUCTION COMPANY WOULD COME INTO SOUTH
12 CAROLINA, AND THEY WOULD FIND A PARTICULAR LOCATION
13 THAT THEY WOULD WANT TO WORK, AND THEN THEY WOULD
14 CALL OUR UNION AND GET A COPY OF OUR CONTRACT WITH
15 OUR WAGES TO SEE HOW MUCH TRUCK DRIVERS MAKE FROM,
16 YOU KNOW, CLASS "A" DOWN TO VAN DRIVERS, AND THEN
17 THEY WOULD GO BACK TO NEW YORK, CALIFORNIA, WHEREVER
18 THEY'RE FROM, AND DECIDE IF THEY WANT TO FILM A
19 MOVIE HERE. AND IF THEY DO, THEY WOULD COME BACK,
20 START A PRODUCTION OFFICE, AND THEY WOULD HIRE A
21 COORDINATOR, WHICH WOULD ALSO BE FROM THE UNION,
22 FROM THE TEAMSTERS UNION, AND ONCE THEY HIRED HIM,
23 HE WOULD CONTACT OUR UNION HALL AND ASK FOR A MOVIE
24 REFERRAL LIST, WHICH IS A LIST OF DRIVERS THAT ASK
25 TO BE ON JUST THE MOVIE REFERRAL LIST. AND THEY

1 WOULD SEND THEM A COPY OF THAT LIST, AND IT WOULD
2 HAVE YOUR NAME, YOUR PHONE NUMBER BY IT. AND THE
3 PRODUCTION COORDINATOR OR THE TRANSPORTATION
4 COORDINATOR WOULD CALL YOU AND TELL YOU HE'S DOING A
5 SHOW IN TOWN FOR, YOU KNOW, SO MANY WEEKS, "X"
6 AMOUNT OF WEEKS, AND WANT TO KNOW IF YOU WERE
7 AVAILABLE TO WORK, AND IF YOU ARE, HE WOULD TELL YOU
8 TO COME ON IN AND FILL OUT THE PAPERWORK.

9 Q. WHEN YOU GOT THAT CALL FINDING OUT IF YOU'RE
10 AVAILABLE TO COME IN OR NOT, DID YOU -- WERE YOU
11 TOLD WHO THE PAYROLL COMPANY WAS?

12 A. NO, SIR.

13 Q. SO, ONCE YOU SHOW UP AT THE SET ---

14 A. RIGHT.

15 Q. --- WHAT HAPPENS AS FAR AS PAYROLL AND PAPERWORK AND
16 SO FORTH?

17 A. YOU FILL OUT THE PAPERWORK, WHICH IS A LOT, AND THEN
18 YOU ARE TOLD TO IMMEDIATELY GO STRAIGHT TO WORK,
19 'CAUSE THEY ONLY CALL YOU WHEN THEY NEED A DRIVER,
20 AND WHEN THEY CALL YOU, WHEN YOU FILL OUT THE
21 PAPERWORK, YOU LEAVE THE OFFICE AND YOU GO GET IN A
22 TRUCK AND YOU START DRIVING.

23 Q. WHO IS IN CHARGE OF YOUR WORK?

24 A. MY COORDINATOR.

25 Q. SO, ON THIS ACCIDENT, THE 2015 ACCIDENT, WHO WAS

1 YOUR COORDINATOR?

2 A. TIM WALTERS.

3 Q. WHO DID TIM WALTERS IDENTIFY HIMSELF AS WORKING FOR?

4 BY MR. DUNBAR:

5 OBJECTION; HEARSAY.

6 WITNESS ANSWERS:

7 A. HE DIDN'T.

8 BY THE COMMISSIONER:

9 SUSTAINED.

10 BY MR. SAMUELS:

11 IT'S HIS SUPERVISOR, YOUR HONOR.

12 BY MR. DUNBAR:

13 I'LL WITHDRAW IT.

14 BY THE COMMISSIONER:

15 WELL, HE ANSWERED ANYWAY. YOU SAID HE DIDN'T?

16 BY THE WITNESS:

17 HE DIDN'T. HE DIDN'T SAY WHO HE WAS WORKING
18 FOR.

19 CROSS EXAMINATION RESUMED BY MR. SAMUELS:

20 Q. SO, HOW DOES IT WORK WITH THE PRODUCTION COMPANIES
21 AND THEIR PAYROLL?

22 A. I DON'T UNDERSTAND.

23 Q. WHEN YOU GET A PAYCHECK ---

24 A. RIGHT.

25 Q. WELL, LET ME JUST ASK YOU. I'LL SHOW YOU A

1 PAYCHECK.

2 BY MR. SAMUELS:

3 YOUR HONOR, I HAVE TO APOLOGIZE. I DON'T HAVE
4 PAGE NUMBERS ON MR. DUNBAR'S APA SUBMISSIONS.

5 BY MR. DUNBAR:

6 HERE, TAKE MINE.

7 BY MR. SAMUELS:

8 OKAY. THANK YOU.

9 CROSS EXAMINATION RESUMED BY MR. SAMUELS:

10 Q. FRANKIE, I'M GOING TO SHOW YOU EXHIBIT "D," PAGE
11 FOUR. CAN YOU IDENTIFY THIS DOCUMENT?

12 A. THAT'S MY PAY STUB.

13 Q. AND WHAT DOES IT SAY UP HERE? IT SAYS TAX I.D.
14 NUMBER, AND THERE'S EXEMPTIONS; THERE'S A CHECK
15 DATE; THERE'S A CHECK NUMBER. WHAT DOES IT SAY
16 UNDER THOSE NUMBERS?

17 A. DANGERBOY PRODUCTIONS, LLC.

18 Q. AND WHAT ADDRESS DOES IT GIVE?

19 A. 4500 GOER DRIVE, NORTH CHARLESTON, SOUTH CAROLINA.

20 Q. DO YOU SEE ANYWHERE IN BIG, BOLD LETTERS WHERE IT
21 SAYS CAST AND CREW ON THIS PAYCHECK STUB?

22 A. NO, SIR.

23 Q. HOW ABOUT UP THERE IN THE LITTLE TINY PRINT IN THE
24 MIDDLE, SEEMS TO BE A WEBSITE, WWW.CASTANDCREW.COM,
25 FOR MORE INFORMATION?

1 A. I DON'T SEE IT, BUT IF IT'S ON THERE, YES, IT'S
2 THERE.

3 Q. OKAY. SO MY QUESTION IS, WHEN YOU GOT HURT, WHO
4 WERE YOU ACTUALLY WORKING FOR?

5 A. DANGERBOY PRODUCTIONS.

6 Q. AND THAT ADDRESS AT GOER DRIVE, WHAT IS THAT
7 ADDRESS?

8 A. THAT'S OUR ADDRESS OF OUR STAGE THAT WE HAVE IN
9 CHARLESTON.

10 Q. OKAY. YOU WOULD AGREE THAT'S DIFFERENT THAN 1205
11 PENDLETON STREET, SUITE 225, IN COLUMBIA, SOUTH
12 CAROLINA, AS SHOWN ON DEFENDANTS' C-2?

13 A. YES, SIR.

14 Q. I'M GOING TO SHOW YOU, ALSO, DEFENDANTS' C-1. THAT
15 ADDRESS, 2300 EMPIRE AVENUE, FLOOR FIVE, IN BURBANK,
16 CALIFORNIA, DID YOU EVER REPORT TO WORK IN BURBANK,
17 CALIFORNIA?

18 A. NO, SIR.

19 Q. I'M GOING TO SHOW YOU A COUPLE MORE DOCUMENTS SINCE
20 MR. DUNBAR WAS KIND ENOUGH TO SHARE THIS WITH ME.
21 FRANKIE, WHAT IS YOUR FULL NAME?

22 A. PERRY FRANK PADGETT, JR.

23 Q. WHAT DO PEOPLE CALL YOU?

24 A. FRANKIE PADGETT.

25 Q. WHY DO THEY CALL YOU FRANKIE PADGETT; WHY NOT PERRY

1 PADGETT?

2 A. THAT'S MY DAD'S NAME, PERRY PADGETT.

3 Q. HOW LONG HAVE YOU GONE BY FRANKIE PADGETT?

4 A. FIFTY-ONE YEARS.

5 Q. I'M GOING TO SHOW YOU A COUPLE OF DOCUMENTS.

6 A. IS IT OKAY IF I PUT MY FOOT UP?

7 Q. YES, SIR; IT SURE IS. WHATEVER MAKES YOU
8 COMFORTABLE.

9 A. SORRY. OKAY.

10 Q. SO, AT DEFENDANTS' A-1 THERE'S A LETTER FROM THE
11 ZURICH INSURANCE COMPANY ADDRESSED TO YOU, DATED MAY
12 8TH, 2015, AND THEY USE THE NAME FRANKIE PADGETT.
13 DID YOU WRITE THAT LETTER?

14 A. NO, SIR.

15 Q. I'M GOING TO SHOW YOU ANOTHER DOCUMENT, DATED AUGUST
16 27TH, 2009, AT DEFENDANTS' B-1. THIS IS CALLED A
17 WORKERS' COMPENSATION FIRST REPORT OF INJURY. HAVE
18 YOU EVER SEEN THIS DOCUMENT BEFORE?

19 A. YES, SIR.

20 Q. DID YOU CREATE THIS DOCUMENT?

21 A. NO, SIR.

22 Q. YOU CAN SEE THERE IT SAYS PERRY PADGETT?

23 A. THAT'S RIGHT.

24 Q. BUT YOU DIDN'T CREATE THIS DOCUMENT?

25 A. NO, SIR.

1 Q. DO YOU KNOW WHO JOSIE LUNA IS?

2 A. NO, SIR.

3 BY MR. SAMUELS:

4 IS THERE A JOSIE LUNA IN THE COURTROOM? I
5 RECKON NOT.

6 BY THE WITNESS:

7 I DIDN'T PUT MY NAME, PERRY PADGETT, ON THERE
8 EITHER.

9 CROSS EXAMINATION RESUMED BY MR. SAMUELS:

10 Q. WHEN DID YOU GET HURT IN 2009?

11 A. I DON'T EXACTLY KNOW. I DON'T REMEMBER.

12 BY MR. DUNBAR:

13 I'M SORRY, YOUR HONOR; I COULDN'T HEAR THE
14 RESPONSE.

15 BY THE WITNESS:

16 I DON'T REMEMBER WHEN I GOT HURT IN 2009.

17 CROSS EXAMINATION RESUMED BY MR. SAMUELS:

18 Q. WAS IT LIKE AUGUST 27TH, 2009; DOES THAT SOUND
19 RIGHT?

20 A. IT COULD BE; YES, SIR.

21 Q. I'M GOING TO SHOW YOU A FORM 50. IN 2009, DID YOU
22 HAVE A LAWYER?

23 A. YES, SIR.

24 Q. WHO WAS YOUR LAWYER?

25 A. DAVID HOFFMAN.

1 Q. HOW DID MR. HOFFMAN ADDRESS YOU WHEN HE CALLED YOU
2 BY NAME?

3 A. PERRY PADGETT.

4 Q. DID HE?

5 A. UH-HUH.

6 Q. OKAY. I'M GOING TO SHOW YOU THIS FORM 50. DID YOU
7 RETAIN A LAWYER IMMEDIATELY?

8 A. NO, SIR, NOT IMMEDIATELY.

9 Q. ON THIS FORM 50, WHICH MR. HOFFMAN IS FILING
10 STARTING A CLAIM, HE HAS GOT THE DATE NOVEMBER 19TH,
11 2010. HAD YOUR CLAIM -- WAS YOUR CLAIM ALREADY
12 ESTABLISHED BY THAT TIME?

13 A. YES, SIR.

14 Q. HAD YOU BEEN RECEIVING BENEFITS?

15 A. YES, SIR.

16 Q. RECEIVING BENEFITS FOR OVER A YEAR BY THE TIME YOU
17 RETAINED A LAWYER, CORRECT?

18 A. YES, SIR.

19 Q. WHEN YOU WENT TO WORK ON ARMY WIVES, WAS IT YOUR
20 INTENTION TO APPLY FOR A JOB WITH CAST AND CREW?

21 A. NO, SIR.

22 Q. WHAT DID YOU THINK YOU WERE DOING?

23 A. WORKING FOR ABC STUDIOS. ACTUALLY, I ONLY KNEW I
24 WAS WORKING FOR ARMY WIVES.

25 BY MR. SAMUELS:

1 I'LL RETURN THIS TO MR. DUNBAR. THANK YOU.

2 CROSS EXAMINATION RESUMED BY MR. SAMUELS:

3 Q. AND I'M GOING BACK TO -- SORRY ABOUT THIS, BUT I'M
4 ACTUALLY GOING BACK TO MR. DUNBAR'S APAs, AND THIS
5 IS THE VERY LAST EXHIBIT, THE FIRST PAGE OF EXHIBIT
6 "F." I'M GOING TO ASK YOU, EXHIBIT "F," DO YOU
7 RECOGNIZE THIS DOCUMENT?

8 A. YES, SIR.

9 Q. IS THIS YOUR HANDWRITING?

10 A. YES, SIR.

11 Q. WHAT DID YOU LIST UNDER THE PRODUCTION COMPANY?

12 A. DANGERBOY PRODUCTIONS.

13 Q. AND THIS HAS A START DATE OF MARCH 30TH OF 2015?

14 A. YES, SIR.

15 Q. I'M GOING TO ASK YOU, ABOVE DANGERBOY PRODUCTIONS
16 IT'S GOT CAST AND CREW ALREADY PREPRINTED WITH AN
17 ADDRESS OF BURBANK, CALIFORNIA. IS THAT WHEN YOU
18 FIRST LEARNED THAT YOU WERE -- YOUR PAYROLL WAS
19 BEING HANDLED BY CAST AND CREW?

20 A. YES, SIR.

21 Q. I'M GOING TO ASK YOU, IN YOUR DEPOSITION I BELIEVE
22 YOU TESTIFIED YOU WOULDN'T LEARN THAT UNTIL YOU
23 RECEIVED YOUR PAYCHECK?

24 A. ALL THE PAPERWORK WE WERE GOING THROUGH, I MUST HAVE
25 OVERLOOKED IT, BUT I DO SEE IT SAYS CAST AND CREW.

1 Q. SO YOU WOULD ACKNOWLEDGE THAT IT'S WHEN YOU ACTUALLY
2 FILLED OUT THIS FORM THAT YOU LEARN CAST AND CREW IS
3 GOING TO HANDLE YOUR PAYROLL?

4 A. YES, SIR. IT WAS EITHER GOING TO BE CAST AND CREW
5 OR ENTERTAINMENT PARTNERS. I KNEW IT WAS GOING TO
6 BE ONE OF THE TWO. BUT, YEAH, UNTIL I SAW THAT I
7 DIDN'T KNOW IT WAS CAST AND CREW.

8 Q. I'M GOING TO SHOW YOU ANOTHER FORM THAT IS PAGE TWO
9 OF THE SAME EXHIBIT. DO YOU REMEMBER FILLING OUT A
10 FORM I-9?

11 A. I FILLED OUT THE BOTTOM PART OF IT.

12 Q. OKAY. AND LOOKING AT THE SECOND PAGE OF THE I-9,
13 THERE'S A CERTIFICATION AND THERE'S SOMETHING WHERE
14 IT SEEMS TO LIST WHO THE EMPLOYER IS. WHAT DOES IT
15 SAY ON THE I-9 AS FAR AS WHO THE EMPLOYER IS?

16 A. DANGERBOY PRODUCTIONS.

17 Q. SO IT DOESN'T SAY CAST AND CREW, DOES IT?

18 A. NO, SIR.

19 Q. I'M GOING TO SHOW YOU ANOTHER COUPLE MORE DOCUMENTS.

20 A. I'VE BEEN HAVING A HARD TIME SITTING STILL.

21 Q. YOU CAN STAND. WHEN DID YOU LAST HAVE SURGERY?

22 A. LAST TUESDAY. CAN I STAND JUST FOR A SECOND?

23 Q. YES, SIR; WHATEVER MAKES YOU COMFORTABLE.

24 A. OKAY.

25 Q. I'M GOING TO SHOW YOU THIS DOCUMENT, PAGE TWO, AND

1 THERE'S A NAME UP THERE AT THE TOP.

2 BY THE COMMISSIONER:

3 MR. SAMUELS, WHICH DOCUMENT?

4 BY MR. SAMUELS:

5 OH, I'M SORRY; IT'S APA PAGE TWO, DEFENDANTS'

6 APA PAGE TWO.

7 BY THE COMMISSIONER:

8 OKAY.

9 BY MR. SAMUELS:

10 ENTITLED "NOTICE TO MEDICAL PROVIDER."

11 CROSS EXAMINATION RESUMED BY MR. SAMUELS:

12 Q. FIRST OFF, FRANKIE, WOULD YOU AGREE THAT THIS
13 DOCUMENT BEARS A DATE AT THE TOP LEFT CORNER MAY
14 7TH, 2015?

15 A. YES, SIR.

16 Q. AND THAT'S ALSO HANDWRITTEN MAY 6TH, 2015?

17 A. YES, SIR.

18 Q. THE DAY YOU GOT HURT WAS WHEN?

19 A. THE 6TH.

20 Q. THE 6TH. AND SO, THERE'S A STAMP UP HERE AT THE TOP
21 RIGHT NEXT TO THE CAST AND CREW WORDING WHERE IT
22 SAYS, PADGETT, JR., PERRY FRANK. IS THAT YOUR FULL
23 NAME?

24 A. YES, SIR.

25 Q. AND THAT'S ON THIS DOCUMENT?

1 A. YES, SIR.

2 Q. THIS DOCUMENT DATED MAY 6TH, 2015?

3 A. YES, SIR.

4 Q. I'M GOING TO SHOW YOU ANOTHER DOCUMENT. I'M NOT
5 SURE WHEN THIS IS DATED. IT APPEARS TO BE JULY
6 28TH, 2015. THIS IS PAGE FIVE OF DEFENDANTS' APA
7 SUBMISSIONS. AND WHAT NAME DOES IT HAVE?

8 A. PERRY FRANK PADGETT, JR.

9 Q. IS THAT YOU?

10 A. YES, SIR.

11 Q. IS THAT YOUR FULL NAME?

12 A. YES, SIR.

13 Q. LET ME JUMP OVER TO PAGE SIX. THIS IS DEFENDANTS'
14 APA PAGE SIX, AND THIS APPEARS TO BE A REPORT OF
15 JOHN PRATHER, M.D.

16 A. THAT'S MY DOCTOR I SEE NOW.

17 Q. THE GUY WHO JUST DID SURGERY ON YOU?

18 A. YES, SIR.

19 Q. AND WHAT DOES IT HAVE AS YOUR NAME IN BIG, BOLD
20 LETTERS?

21 A. PERRY FRANK PADGETT, JR.

22 Q. FRANKIE, DO YOU HAVE YOUR DRIVER'S LICENSE ON YOU?

23 A. YES, SIR.

24 Q. WOULD YOU PULL IT OUT OF YOUR POCKET, PLEASE. I'M
25 GOING TO SHOW THIS TO MR. DUNBAR. FRANKIE, WHAT

1 KIND OF DRIVER'S LICENSE DO YOU HAVE?

2 A. A CDL, COMMERCIAL DRIVER'S LICENSE.

3 Q. HOW LONG HAVE YOU HAD A CDL?

4 A. SINCE '94, '95 MAYBE.

5 Q. AND WHAT NAME IS IT UNDER?

6 A. PERRY FRANK PADGETT, JR.

7 Q. I'LL GIVE IT BACK TO YOU. WHEN YOU WERE HIRED TO
8 WORK ON -- WHAT SHOW WAS IT YOU WERE HURT ON THE
9 FIRST TIME IN 2009?

10 A. ARMY WIVES.

11 Q. ARMY WIVES. WHEN YOU WERE HIRED TO WORK ON ARMY
12 WIVES, DID YOU HAVE TO PROVIDE A COPY OF YOUR
13 DRIVER'S LICENSE AND SOCIAL SECURITY NUMBER?

14 A. YES, SIR.

15 Q. AND WHEN YOU WERE HIRED -- WHAT WAS THE SHOW IN
16 2015?

17 A. VICE PRINCIPALS.

18 Q. VICE PRINCIPALS. WHEN YOU WERE HIRED TO WORK ON
19 VICE PRINCIPALS, DID YOU HAVE TO PROVIDE A COPY OF
20 YOUR DRIVER'S LICENSE AND SOCIAL SECURITY CARD?

21 A. YES, SIR.

22 Q. WOULD THAT HAVE HAD THE SAME NAME, DATE OF BIRTH,
23 AND SOCIAL SECURITY NUMBER?

24 A. YES, SIR.

25 Q. FRANKIE, WHEN YOU SETTLED YOUR 2009 CASE, WHAT WAS

1 YOUR UNDERSTANDING OF WHAT THEY WERE PAYING \$150,000
2 FOR?

3 A. COMPENSATION.

4 Q. FOR WHAT?

5 A. FOR MY INJURY.

6 Q. WHAT WERE YOU GIVING UP?

7 A. MEDICAL TREATMENT.

8 Q. HAD YOU BEEN RELEASED BY YOUR DOCTORS AT THAT TIME?

9 A. NO, SIR.

10 Q. DID YOU HAVE MORE DOCTORS' APPOINTMENTS THAT YOU
11 WOULD HAVE GONE TO IF YOU HADN'T SETTLED?

12 A. YES, SIR.

13 Q. HAD THE DOCTORS PLACED YOU AT MAXIMUM MEDICAL
14 IMPROVEMENT AT THAT TIME?

15 A. I DON'T KNOW. I NEVER RECEIVED ANYTHING FROM A
16 DOCTOR. I DON'T THINK MY ATTORNEY HAD EITHER, MR.
17 HOFFMAN.

18 BY MR. SAMUELS:

19 I HAVE NO FURTHER QUESTIONS. THANK YOU,

20 FRANKIE.

21 BY THE COMMISSIONER:

22 THANK YOU.

23 BY MR. DUNBAR:

24 VERY BRIEFLY, YOUR HONOR.

25 REDIRECT EXAMINATION BY MR. DUNBAR:

1 Q. MR. PADGETT, YOU STATED THAT YOU -- NO, YOU
2 TESTIFIED THAT YOU'VE GONE BY FRANKIE PADGETT FOR
3 APPROXIMATELY 51 YEARS OF YOUR LIFE, CORRECT?
4 A. THAT'S RIGHT.
5 Q. HOWEVER, YOUR FORMAL NAME IS PERRY FRANK PADGETT,
6 NOT FRANKIE, CORRECT?
7 A. RIGHT.
8 Q. YET WHEN YOU SIGN DOCUMENTS, YOU SIGN THEM FRANKIE
9 PADGETT, JR., CORRECT?
10 A. NO, SIR.
11 Q. WELL, SOME OF THE DOCUMENTS ---
12 A. I SIGN FRANKIE PADGETT.
13 Q. FRANKIE PADGETT, CORRECT?
14 A. THAT'S CORRECT.
15 Q. YOU LEFT OFF THE JR.?
16 A. RIGHT.
17 Q. SO YOU HAVE RECEIVED BENEFITS FROM THIS INJURY BY
18 SIGNING AS FRANKIE PADGETT, CORRECT?
19 A. CORRECT.
20 Q. AND YOU'VE RECEIVED BENEFITS FROM 2009 UP UNTIL 2012
21 BY SIGNING YOUR NAME AS PERRY F. PADGETT, JR.,
22 CORRECT?
23 A. NO, SIR.
24 Q. WELL, AGAIN, LET ME JUST SHOW YOU THE CLINCHER
25 PAPERWORK.

1 A. I SIGNED THE CLINCHER PAPERWORK ---

2 Q. RIGHT.

3 A. --- AS PERRY FRANK PADGETT, JR.

4 Q. CERTAINLY. BUT THAT'S DIFFERENT FROM FRANKIE
5 PADGETT; IS IT NOT?

6 A. RIGHT.

7 Q. ALL RIGHT. AND FRANKIE PADGETT IS NOT YOUR FORMAL
8 NAME?

9 A. NO, SIR.

10 Q. ALSO, WITH REGARD TO KNOWING THAT YOU WERE WORKING
11 AT CAST AND CREW BEFORE YOUR INJURY, YOU INDICATED
12 IN YOUR DEPOSITION THAT YOU WOULD KNOW WHO YOU WERE
13 WORKING FOR AT THE TIME YOU RECEIVED YOUR PAYCHECK?

14 A. RIGHT.

15 Q. AND YOU RECEIVED YOUR PAYCHECK AND IT SAID CAST AND
16 CREW AS YOUR EMPLOYER, CORRECT?

17 A. TWO WEEKS LATER; YES, SIR.

18 Q. THAT'S CORRECT. AND YOU ALSO SIGNED SOME PAPERWORK
19 THAT YOUR LAWYER HAS ALREADY POINTED OUT AND I
20 POINTED OUT WHICH SHOWED THAT CAST AND CREW WAS ALSO
21 YOUR EMPLOYER, CORRECT?

22 A. THEY'RE NOT MY EMPLOYER, BUT I SEE THE DOCUMENTS
23 THAT SAY THAT.

24 Q. ALL RIGHT, SIR. AND LET ME JUST SHOW YOU ANOTHER
25 DOCUMENT THAT YOUR ATTORNEY REFERENCED, AND THAT IS

1 APA PAGE TWO. AT THE VERY TOP IT SAYS YOUR NAME.
2 DID YOU COMPLETE THAT? THAT LOOKS LIKE YOUR
3 HANDWRITING, IS IT NOT?

4 A. YES, SIR.

5 Q. SO YOU FILLED OUT THAT DOCUMENT PARTIALLY?

6 A. YES, SIR.

7 Q. AND THEN IN FILLING OUT THAT DOCUMENT, AT THE VERY
8 BOTTOM IT STATES EMPLOYER, AND WHAT DOES IT LIST
9 YOUR EMPLOYER AS?

10 A. CAST AND CREW.

11 Q. SO DESPITE THE FACT THAT YOU HAD CONTRACTED AND
12 AGREED NOT TO REAPPLY, YOU FILL OUT PAPERWORK
13 STATING THAT CAST AND CREW IS YOUR EMPLOYER; YOU
14 RECEIVED AT LEAST ONE PAYROLL CHECK, AND YOU KNEW
15 CAST AND CREW WAS YOUR EMPLOYER. YOU'VE NOT ONCE
16 TRIED TO ABIDE BY THE CONTRACTUAL TERMS OF THIS
17 DOCUMENT, DID YOU?

18 A. I DIDN'T WORK FOR CAST AND CREW.

19 BY MR. DUNBAR:

20 ALL RIGHT, SIR. I HAVE NO FURTHER QUESTIONS.

21 BY THE COMMISSIONER:

22 ALL RIGHT. MR. SAMUELS, ANYTHING FURTHER?

23 RECROSS EXAMINATION BY MR. SAMUELS:

24 Q. FRANKIE, I'M A LITTLE CONFUSED. I'M GOING TO SHOW
25 YOU YOUR PAYCHECK AGAIN. WE ALREADY LOOKED AT THIS.

1 IS THIS YOUR PAYCHECK FROM APRIL 5TH, 2010, TO APRIL
2 -- APRIL 5TH -- I'M SORRY; LET ME START OVER. IS
3 THIS YOUR PAYCHECK FROM APRIL 5TH THROUGH THE 10TH,
4 2015?

5 A. YES, SIR.

6 Q. AND WHAT DOES IT LIST UNDER ALL THOSE TAX I.D.
7 NUMBERS, EXEMPTIONS, AND EVERYTHING?

8 A. DANGERBOY PRODUCTIONS.

9 Q. AND THEN THE GOER DRIVE ADDRESS IS WHERE YOU
10 ACTUALLY REPORTED TO WORK, ISN'T IT?

11 A. THAT'S CORRECT.

12 Q. FRANKIE, DO YOU HAVE -- LET ME ASK YOU THIS. HAS
13 ANYBODY SHOWN YOU, EITHER AT YOUR DEPOSITION OR IN
14 THE COURSE OF THIS HEARING, ANY DOCUMENTS THAT YOU
15 FILLED OUT IN 2009 WHEN YOU WENT TO WORK FOR ARMY
16 WIVES?

17 A. NO, SIR.

18 Q. SO, IF CAST AND CREW WAS THEIR EMPLOYER, HAVE THEY
19 BEEN ABLE TO PRODUCE A COPY OF ANY APPLICATION, W-2,
20 W-4, OR I-9 FROM 2009?

21 A. NO, SIR.

22 BY MR. SAMUELS:

23 THANK YOU. NO FURTHER QUESTIONS.

24 REDIRECT EXAMINATION BY MR. DUNBAR:

25 Q. DO YOU REMEMBER WHEN I ASKED YOU IN YOUR DEPOSITION

1 ABOUT ONCE YOU SAW YOUR PAYCHECK FROM CAST AND CREW
2 -- YOU SAW YOUR PAYCHECK AND IT HAD CAST AND CREW ON
3 IT; DID IT NOT?

4 A. THAT'S RIGHT.

5 BY MR. DUNBAR:

6 ALL RIGHT, SIR. NO FURTHER QUESTIONS.

7 BY THE COMMISSIONER:

8 ANYTHING FURTHER FROM THIS WITNESS?

9 BY MR. SAMUELS:

10 NOT FROM THIS WITNESS, YOUR HONOR.

11 BY THE COMMISSIONER:

12 ALL RIGHT. ANYTHING FURTHER, MR. DUNBAR?

13 BY MR. DUNBAR:

14 NOTHING FURTHER, YOUR HONOR. THE DEFENSE
15 RESTS.

16 BY THE COMMISSIONER:

17 THANK YOU. MR. SAMUELS, ANY WITNESSES?

18 BY MR. SAMUELS:

19 YOUR HONOR, I CALL L. D. FLETCHER.

20 (OFF THE RECORD)

21 BY THE COMMISSIONER:

22 MADAM COURT REPORTER, PLEASE SWEAR THE WITNESS.

23 BY THE COURT REPORTER:

24 SIR, IF YOU WOULD RAISE YOUR RIGHT HAND,
25 PLEASE.

* * * * *

THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
WHOLE TRUTH AND NOTHING BUT THE TRUTH CONCERNING THE
MATTER HEREIN:

LANDOL DULA FLETCHER,

BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
FOLLOWS:

BY MR. SAMUELS:

L. D., YOU CAN SIT OR STAND, WHATEVER IS MOST
COMFORTABLE FOR YOU.

BY THE COMMISSIONER:

SIR, WILL YOU PLEASE GIVE ME YOUR FULL NAME.
IS IT JUST "L," THE INITIAL "L" ---

BY THE WITNESS:

I CAN'T HEAR. YOU'VE GOT TO ---

BY THE COMMISSIONER:

YOUR FULL NAME, SIR. IS IT JUST INITIALS "L"
AND "D"?

BY MR. SAMUELS:

SHE WANTS TO KNOW YOUR FULL NAME.

BY THE WITNESS:

LANDOL, L-A-N-D-O-L, DULA, D-U-L-A, FLETCHER,
F-L-E-T-C-H-E-R.

BY THE COMMISSIONER:

THANK YOU.

DIRECT EXAMINATION BY MR. SAMUELS:

Q. L. D., WHERE ARE YOU FROM?

A. BEAUFORT, SOUTH CAROLINA.

Q. WHERE DO YOU LIVE NOW? WHERE DO YOU LIVE NOW?

A. I LIVE IN MARTIN, SOUTH CAROLINA, RIGHT NOW.

Q. WHAT DO YOU DO FOR A LIVING?

A. I'M RETIRED.

Q. WHAT DID YOU DO BEFORE YOU RETIRED?

A. I WAS THE PRESIDENT OF THE TEAMSTERS UNION FOR SOUTH CAROLINA AND NORTH CAROLINA.

Q. AS A PRESIDENT OF THE TEAMSTERS UNION, WERE YOU FAMILIAR WITH THE WAY MOVIE AND TELEVISION PRODUCTION COMPANIES WOULD OBTAIN TRUCK DRIVERS FOR THEIR PRODUCTIONS?

A. YES.

Q. PLEASE EXPLAIN THAT PROCESS FOR THE COMMISSIONER.

A. WHEN A MOVIE WAS COMING INTO SOUTH CAROLINA, THE PRODUCTION COMPANY WOULD NOTIFY THE TEAMSTERS FOR A DRIVERS LIST. AND WE WOULD SUPPLY THEM A DRIVERS LIST, AND THEN THEY WOULD HIRE WHOEVER THEY WANTED TO OFF OF THEIR DRIVERS LIST. AND, YOU KNOW, WE SENT THEM DRIVERS LIST, AND THEN THEY DID THE HIRING, AND THAT'S PRETTY MUCH HOW IT WORKED.

Q. WHEN YOU WERE CONTACTED BY SOMEBODY TO HIRE THE DRIVERS, WHAT ORGANIZATION WOULD THE PERSON WHO

1 CONTACTED YOU BE REPRESENTING?

2 A. THE COORDINATOR WITH THE PRODUCTION COMPANY WOULD
3 CONTACT THE LOCAL UNION AND REQUEST A DRIVERS LIST.

4 Q. ARE YOU FAMILIAR WITH THE NAMES OF SOME OF THE
5 PRODUCTION COMPANIES?

6 A. YOU GOT -- YEAH. YOU GOT ABC, NBC, DISNEY, JUST ALL
7 THE MAJOR -- HBO, ALL THE MAJOR NETWORKS.

8 Q. WHEN YOU WERE CONTACTED BY SOMEBODY TO GET A LIST OF
9 DRIVERS, WAS IT ALWAYS SOMEBODY FROM ONE OF THOSE
10 PRODUCTION COMPANIES?

11 A. YES.

12 Q. LET ME ASK YOU A FEW QUESTIONS ABOUT FRANKIE
13 PADGETT. FIRST OFF, DO YOU KNOW MR. PADGETT?

14 A. HOW LONG HAVE I KNOWN HIM?

15 Q. WELL, HOW LONG HAVE YOU KNOWN HIM?

16 A. ABOUT THIRTY YEARS.

17 Q. WHAT DO YOU CALL HIM? WHAT NAME DOES HE GO BY?

18 A. FRANKIE PADGETT.

19 Q. DO YOU EVER CALL HIM PERRY PADGETT?

20 A. NO, SIR.

21 Q. I'M GOING TO SHOW YOU A DOCUMENT WHICH IS THE LAST
22 PAGE OF DEFENDANTS' APA SUBMISSIONS. CAN YOU TELL
23 ME WHAT THIS DOCUMENT IS, SIR?

24 A. THIS DOCUMENT IS AN APPLICATION FOR MEMBERSHIP TO
25 LOCAL TEAMSTERS 509.

1 Q. HOW OFTEN WOULD A UNION MEMBER FILL OUT ONE OF THOSE
2 APPLICATIONS?

3 A. WE USUALLY SENT THEM TO THE COORDINATORS, AND THE
4 COORDINATORS WOULD GIVE THEM TO DIFFERENT PEOPLE
5 WHENEVER THEY HIRED THEM TO DO THEM THEN.

6 Q. SO THIS ONE WAS DATED MARCH 30TH, 2015. WOULD
7 SOMEBODY FILL OUT ONE OF THOSE APPLICATIONS EVERY
8 TIME THEY ARE HIRED FOR A MOVIE?

9 A. THEY WOULD FILL THAT OUT TO APPLY FOR UNION
10 MEMBERSHIP.

11 Q. AS THE PRESIDENT OF THE UNION LOCALLY, HOW LONG HAS
12 FRANKIE PADGETT BEEN A MEMBER OF THE TEAMSTERS
13 UNION?

14 A. I WOULD SAY, THE BEST OF MY KNOWLEDGE, PROBABLY
15 AROUND 1999.

16 Q. AND WHAT NAME DOES HE GO UNDER?

17 A. MAYBE EARLIER THAN THAT.

18 Q. WHAT NAME DOES HE GO UNDER WITH THE TEAMSTERS?

19 A. HUH?

20 Q. WHAT NAME DOES HE GO UNDER WITH THE TEAMSTERS?

21 A. WHAT, NOW?

22 Q. WHAT NAME DOES HE GO UNDER WITH THE TEAMSTERS?

23 A. OH, FRANKIE PADGETT.

24 Q. DO YOU KNOW HIS FULL LEGAL NAME?

25 A. DO I KNOW HIS NAME?

1 Q. HIS FULL LEGAL NAME; YES, SIR.

2 A. I'VE ALWAYS CALLED HIM FRANKIE PADGETT.

3 BY MR. SAMUELS:

4 THANK YOU. I HAVE NO FURTHER QUESTIONS. MR.

5 DUNBAR MAY HAVE SOME QUESTIONS FOR YOU.

6 CROSS EXAMINATION BY MR. DUNBAR:

7 Q. SIR, WHAT YEAR DID YOU RETIRE?

8 A. WHEN DID I RETIRE?

9 Q. YES, SIR.

10 A. IN DECEMBER 31ST OF 2016.

11 Q. 2016. WERE YOU RESPONSIBLE FOR PLACEMENT WHEN THIS
12 PRODUCTION WAS IN CHARLESTON IN MARCH OF 2015?

13 A. I CAN'T HARDLY HEAR YOU. I'M SORRY.

14 Q. WERE YOU WORKING AS THE UNION PRESIDENT IN MARCH
15 2015?

16 A. YES.

17 Q. WERE YOU RESPONSIBLE FOR GIVING THE PRODUCTION
18 COMPANY FRANKIE'S NAME?

19 A. YES.

20 Q. NOW, IT'S MY UNDERSTANDING ---

21 A. WELL, MY SECRETARY WOULD DO THAT; I WOULDN'T DO IT.
22 BUT, YES.

23 Q. YOUR SECRETARY DID IT. AND HE'S A SHOP STEWARD; IS
24 HE NOT?

25 A. YES.

1 Q. AND WHAT DOES THAT MEAN IN TERMS OF HIRING?

2 A. WHAT DOES THAT MEAN?

3 Q. YES, SIR.

4 A. THE UNION RESERVES THE RIGHT TO PICK A SHOP STEWARD,
5 AND WHENEVER WE PICK A SHOP STEWARD, THEY'RE THE
6 FIRST HIRED AND THE LAST TO BE LET GO.

7 Q. SO BY PUTTING HIM ON THE LIST AS THE SHOP STEWARD,
8 HE WOULD BE THE FIRST HIRED?

9 A. RIGHT, BUT HE'S NOT THE ONLY SHOP STEWARD. SO, YOU
10 KNOW, ---

11 Q. I UNDERSTAND.

12 A. --- WE MIGHT HAVE THREE MOVIES GOING ON AT ONE TIME.

13 BY MR. DUNBAR:

14 THANK YOU, SIR. I HAVE NO FURTHER QUESTIONS.

15 BY THE COMMISSIONER:

16 THANK YOU. ANYTHING FURTHER?

17 BY MR. SAMUELS:

18 NO REDIRECT, YOUR HONOR. THE CLAIMANT RESTS.

19 BY THE COMMISSIONER:

20 ALL RIGHT. THANK YOU. YOU'RE EXCUSED. THANK
21 YOU, SIR. THANK YOU FOR BEING HERE. ALL RIGHT.
22 THAT CONCLUDES THIS MATTER.

23 I DO WANT TO READ THE APA SUBMISSIONS INTO THE
24 RECORD. FOR THE DEFENDANTS, AS THIS MATTER WAS SET
25 ON THEIR HEARING, I HAVE APA NUMBERS ONE THROUGH

1 FOUR, WHICH ARE PAGES ONE THROUGH NINE, AS WELL AS
2 EXHIBITS "A" THROUGH "G." THOSE WILL ALL BE
3 RETURNED TO COUNSEL TO UPLOAD TO THE COMMISSION'S
4 ECASE SYSTEM. FOR THE CLAIMANT, I HAVE APA NUMBERS
5 FIVE THROUGH EIGHT, WHICH ARE PAGES 10 THROUGH 72,
6 AS WELL AS EXHIBITS "H," "I," AND "J," WHICH ARE
7 PAGES 73 THROUGH 83. THOSE WILL ALSO BE RETURNED TO
8 COUNSEL TO UPLOAD TO THE COMMISSION'S ECASE SYSTEM.

9 THANK YOU ALL VERY MUCH.

10 BY MR. DUNBAR:

11 YOUR HONOR, THERE IS NOT A "G." I DID NOT
12 SUBMIT THE CHECKS INTO EVIDENCE. HE TESTIFIED TO
13 IT.

14 BY THE COMMISSIONER:

15 GOT IT. SO THERE'S NOT A "G." OH, I SEE; I
16 SEE.

17 BY MR. DUNBAR:

18 BUT WE DID LIST IT IN CASE WE NEEDED TO.

19 BY THE COMMISSIONER:

20 THANK YOU.

21 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
22 CONCLUDED AT THE HOUR OF 1:53 P.M.)

CERTIFICATE OF NOTARY PUBLIC
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1506114

EMPLOYEE/CLAIMANT: FRANKIE PADGETT

EMPLOYER: CAST & CREW ENTERTAINMENT SERVICES

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY

I, TIMMI A. PARRISH, A NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING 61 PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE FOREGOING HEARING OF FRANKIE PADGETT, TAKEN ON THE 30TH DAY OF OCTOBER, 2017.

THAT THE WITNESS WAS DULY PLACED UNDER OATH AND ADMONISHED TO SPEAK THE WHOLE TRUTH. THAT THE ORAL HEARING WAS DULY TAKEN AND TRANSCRIBED AS TO THE QUESTIONS PROPOUNDED AND THE ANSWERS GIVEN.

THAT ALL THE OFFERED EXHIBITS, STIPULATIONS AND OBJECTIONS, IF ANY, INVOLVED IN THIS CASE ARE DULY ATTACHED OR INCLUDED HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THIS 14TH DAY OF APRIL, 2018.

TIMMI A. PARRISH
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 11-20-2018

* THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 1506114

Frankie Padgett,)
Claimant,)
v.)
Cast & Crew Entertainment,)
Employer,)
and)
American Zurich,)
Carrier/Defendants.)
_____)

FULL COMMISSION HEARING

Tuesday, November 27, 2018
1:08 p.m. - 1:52 p.m.

COPY

The Full Commission Hearing was heard before Commissioners Gene McCaskill, R. Michael Campbell, II, and Melody L. James, Chair, at the Workers' Compensation Commission, 1333 Main Street, Suite 500, Columbia, South Carolina, on the 27th day of November, 2018, before Amber Scarborough, Court Reporter and Notary Public in and for the State of South Carolina.



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ROA-122

APPEARANCES

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EXHIBITS

(No Exhibits were marked at this hearing.)

STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the Administrative Procedures Act and the South Carolina Rules of Civil Procedure.



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ROA-123

CALL TO ORDER:

COURT REPORTER: Today is November the 27th, 2018.

This is South Carolina Workers' Compensation Case Number 1506114. This is the case of Frankie Padgett, the claimant, versus Cast & Crew Entertainment, employer, and American Zurich, carrier. The appellate is the claimant represented by Stephen Samuels. The respondent is represented by Vernon Dunbar. Each side is allowed ten minutes for oral argument and the appellant three minutes in reply. You are requested to argue the grounds of exception and stay within the record.

COMMISSIONER JAMES: Mr. Samuels, whenever you're ready, sir.

CLAIMANT'S POSITION:

MR. SAMUELS: Thank you, Your Honor. May it please the Commission. I'm Stephen Samuels, I represent Frankie Padgett who's the claimant and the appellant in this appeal from an order from the single commissioner. This is an appeal from a defendant's petition to terminate payment of temporary total disability compensation and/or medical benefits. And in this case the single commissioner terminated



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ROA-124

1 compensation holding that due to a clincher in
2 a previous case that the claimant had already
3 received 1,704.56 weeks of benefits. We
4 appealed that finding.

5 COMMISSIONER JAMES: That -- that's with the *Utica*
6 language right, Mr. Samuels?

7 MR. SAMUELS: That is correct, Your Honor.

8 COMMISSIONER JAMES: So what would -- and I know you
9 have some other arguments, what would that be
10 without the *Utica*, was -- is that the 154 and
11 6/7 figure?

12 MR. SAMUELS: The 154 and 6/7 figure is from the
13 Form 19 filed in a previous claim.

14 COMMISSIONER JAMES: The 2009?

15 MR. SAMUELS: Correct.

16 COMMISSIONER JAMES: Okay. Is that --- was that
17 through temporary.

18 MR. SAMUELS: That was for temporary total.

19 COMMISSIONER JAMES: That was for temporary total.
20 And -- and so the permanency without the *Utica*
21 on the 2009 do you know what that figure is?

22 MR. SAMUELS: No, because it never reached
23 permanency. That's part of the point.

24 COMMISSIONER JAMES: Okay.

25 MR. SAMUELS: What happened in the case is he's



1 still in the middle of medical treatment.
2 There was testimony to this. He's still in
3 middle of medical treatment. They call him up
4 and say, hey, we'll pay you \$150,000 to
5 clincher the case now.

6 COMMISSIONER JAMES: So you don't know what's
7 attributable to the weeks and what's
8 attributable to medical?

9 MR. SAMUELS: No. It was not allocated. It is a
10 clincher. There were no impairments ratings at
11 that time. Treatment was not complete. I
12 mean they -- that settlement and the temporary
13 total it ended in a possibility of permanent
14 disability, it ended medical treatment and a
15 change of condition, mileage, it ended
16 everything. And that's part of the point, you
17 -- you cannot go back and allocate it. In fact
18 the single commissioner didn't. The
19 defendant's asked her to and said well this
20 \$150,000 you divide it by the comp rate and
21 represents so many weeks. The single
22 commission didn't agree with that. She -- the
23 decision she made is based entirely on the
24 James or Utica language of the 1,700 weeks.
25 And we know from the Supreme Court decision in



1 James that is a legal fiction. I mean part of
2 the argument from the defense in James was the
3 commission doesn't have jurisdiction to
4 allocate, you know, 100 -- 1,700 weeks. And
5 the court said no this is merely an accounting
6 mechanism, that there's no cost to the carrier
7 and it's simply done for purposes of social
8 security and has no bearing on the comp claim.
9 And this -- this is the point, there is no
10 legal basis in the Act or in the common law for
11 the commission to uphold that Mr. Padgett had
12 received 1,700 weeks of compensation. The only
13 evidence in the record is that he received 154
14 and 6/7th weeks of temporary total in the
15 previous claim. So ---

16 COMMISSIONER JAMES: And 127 something at the -- at
17 the time of the hearing.

18 MR. SAMUELS: And 127 at time of the hearing.

19 COMMISSIONER JAMES: So two -- like 217 6/7ths at
20 the time of the hearing from both actions.

21 MR. SAMUELS: Correct.

22 COMMISSIONER JAMES: Okay.

23 MR. SAMUELS: Correct. And I think that is
24 potentially a way that this case could be
25 ruled. I mean, certainly he's limited in this



1 case to a certain amount of compensation. But
2 I don't think it's that simple either because
3 the other point about this is the statutes
4 don't apply here to give him credit because
5 this is a different body part with a different
6 employer. I understand the single commissioner
7 wrote -- held that this was the same employer
8 but I think it's important to understand how
9 this works because the, you know, when we sent
10 a subpoena for a personnel file the response we
11 got was that Cast & Crew is a payroll service
12 it is not an employer and there's other
13 evidence in the record to show that they are
14 merely a payroll service. The -- the way this
15 works ---

16 COMMISSIONER JAMES: But there's a finding there on
17 that -- the employer, am I correct?

18 MR. SAMUELS: There's a finding they're akin to a
19 PEO.

20 COMMISSIONER JAMES: Which ---

21 MR. SAMUELS: But they're not a PEO because a PEO as
22 we know has to be a certain statutory
23 requirement so they're not a PEO.

24 COMMISSIONER JAMES: Right. But you could contract
25 to be an employer even if you weren't a PEO.



1 But that wasn't really that wasn't really
2 litigated in this case, was it?

3 MR. SAMUELS: It's sort of ---

4 COMMISSIONER JAMES: I thought -- I guess I'm wrong
5 I thought that it just said that they were --
6 that he was employed by them, which I took to
7 be a finding of employment.

8 MR. SAMUELS: Well, there's no doubt he's an
9 employee.

10 COMMISSIONER JAMES: Okay.

11 MR. SAMUELS: But it is not a core finding that it
12 is one of the issues on appeal because one of
13 the basis for giving them a credit is that they
14 are the same employer. Now, I would contend
15 they are not the same employer because they
16 represented in discovery and they represented
17 at the hearing that they are merely a payroll
18 service. All they get -- that's what they do.
19 This -- this guy Frankie Padgett he works for
20 movie companies so ---

21 COMMISSIONER JAMES: And that issue was preserved.

22 MR. SAMUELS: That issue was preserved. Yes, Your
23 Honor.

24 COMMISSIONER JAMES: And -- and so would that be
25 your argument as to why 42-9-170 is not



1 applicable because the defacto employer is
2 Danger Boy, do I have that right?

3 MR. SAMUELS: Correct. Danger Boy Productions is
4 the production company that hired him, directed
5 his activities and so forth.

6 COMMISSIONER JAMES: So if we find that the employer
7 is Cast & Crew Entertainment, that they've --
8 that they've hired him, and I understand that
9 their not a strict PEO, but if they -- if
10 they've hired him then would there not be an
11 offset of the at least the temporary total out
12 of those files?

13 MR. SAMUELS: Not according to *Eaddy versus*
14 *Smurfit-Stone*, Your Honor, because in *Eaddy* the
15 court -- and this was under 42-1-50, which
16 would be the correct statute if you're looking
17 at it that way -- the court said an employer
18 would only be entitled to collect for previous
19 awards of workers' compensation benefits
20 involving permanent disability. There is no
21 evidence or record the claimant however
22 sustained a previous permanent injury or
23 received a permanent benefits for such an
24 injury. The only evidence that a prior
25 workers' compensation benefits received by



1 claimant were temporary total benefits paid by
2 employer. According to the statute it is
3 inapplicable to this situation. And that's
4 that's the point that even if it is the same
5 employer the case law is very clear that they
6 only get a credit for permanent disability not
7 for temporary total.

8 COMMISSIONER JAMES: So whether we're under 170 or
9 150 then your argument would be that only the
10 217 or whatever's been paid in 2015 file is the
11 only -- would be the only credit that's working
12 towards the 500 weeks?

13 MR. SAMUELS: Correct. That is absolutely correct,
14 Your Honor, that is our position. And, you
15 know, with that he -- he is entitled -- I
16 really think any way you slice it he's entitled
17 to temporary total. You know, had the other
18 injury resulted in measurable permanency,
19 there's no evidence of that, but it -- it would
20 have to be the same body part. The first
21 injury was a left leg, this case involves a
22 right leg. And because this case involves a
23 different body part it's -- it's basically --
24 he's really -- he's really open to another 500
25 weeks because it's a different employer,



1 there's no credit, everything paid was
2 previously temporary total. For those reasons
3 I think you got my argument so I would ask ---
4 **COMMISSIONER JAMES:** Even if it's not 170 it's a
5 different employer you -- I mean 150 or 170 it
6 -- I think both of them have the same permanent
7 injury or permanent disability language. Okay.
8 **MR. SAMUELS:** Agreed. And had this been a -- had
9 the first case been a Form 16 settlement then
10 maybe that opens the door if it were the same
11 employer but it's not. Here it's unallocated
12 for purposes of workers' comp clincher. You
13 know, there's no measurable number of weeks to
14 a particular body part and you can't use the
15 Utica language to say he's been 1,700 weeks.
16 So it's a -- it's a very interesting case, it's
17 a unique case. Not one I've ever dealt with in
18 my career before, but I do believe the case
19 needs to be reversed and the petition dismissed
20 and Mr. Padgett should continue, his temporary
21 total should be reinstated and it should move
22 towards MMI and ultimate resolution just as a
23 normal case would. Therefore, I'd ask that the
24 order of the single commissioner be reversed.
25 Thank you.



1 MR. DUNBAR: May I approach the bench, Your Honor?

2 COMMISSIONER JAMES: Yes. I'll start your --
3 restart your time.

4 MR. DUNBAR: These are in the APAs, but rather than
5 you having to look through them.

6 MR. SAMUELS: Thank you.

7 DEFENDANT'S POSITION:

8 MR. DUNBAR: May it please the court. I would like
9 to first state that we have to zealously
10 represent our clients. No doubt about it, but
11 we cannot be blinded by the forest with the
12 trees. Now I think in this case sometimes we
13 get over zealous and we do get blinded by the
14 trees. Let me tell you why I say that. Mr.
15 Samuels indicated that there is no evidence
16 that this gentleman's been paid over 500 weeks
17 of benefits. Commissioner James you asked a
18 very important question: what about what's in
19 the clincher? Mr. Samuels has ignored what's
20 in the clincher document, and that's the second
21 stapled document, Exhibit B. Of course, Cast
22 & Crew is the employer. It's in the clincher
23 document. As a matter of fact the very first
24 Exhibit B has it on the commissions documents
25 as the employer. As a matter of fact Mr.



1 Padgett's first attorney, David Hoffman, and
2 the last page of the first Exhibit B states
3 that the employer is Cast & Crew. So this
4 whole argument that that's not the same
5 employer he's judicially estopped because he's
6 relied upon those previous documents. Now
7 let's take a look at the clincher page 2.

8 COMMISSIONER JAMES: Mr. Dunbar, say that again.

9 MR. DUNBAR: He's judicially estopped because he's
10 arguing that Cast & Crew is not the employer.
11 Cast & Crew is the employer. As a matter of
12 fact this document sets forth that the employer
13 for Mr. Padgett in the 2009 case ---

14 COMMISSIONER JAMES: 2009.

15 MR. DUNBAR: --- was not A-B-C.

16 COMMISSIONER JAMES: Okay.

17 MR. DUNBAR: No where is A-B-C or any other
18 production company ever mentioned, it is always
19 Cast & Crew.

20 COMMISSIONER JAMES: But I thought -- I thought he
21 was arguing, and I may be wrong because the
22 2009 I think is set in stone.

23 MR. DUNBAR: Correct.

24 COMMISSIONER JAMES: So in 2015 he says that -- that
25 he's appealed the issue of who the employer is.



1 MR. DUNBAR: Correct. And my point is that the same
2 situation that existed in 2015 also existed in
3 2009. It was called ABC Production. That's
4 when he injured himself ---

5 COMMISSIONER JAMES: Okay. I understand -- I
6 understand your argument.

7 MR. DUNBAR: --- and now in 2015 it's Danger Boy.
8 But in no document will you ever see the
9 production company, but Cast & Crew operates as
10 the employer as you do a statutory employer or
11 a PEO. But look at page 2 of the clincher and
12 it may be labeled page 9. Numeral 3 before the
13 Roman Numeral III it says the sum of \$98,538 or
14 33 dollars as compromised settlement for
15 disputed permanent disability. Disability was
16 paid to that -- to this gentleman pursuant to
17 this clincher. So there's absolutely no
18 dispute that permanency was paid by the
19 insurance of this clincher agreement that was
20 signed by Mr. Padgett's attorney in 2012.
21 What's also most interesting is on page 4,
22 which is also maybe labeled page 11, the
23 agreement letter I, agreement regarding
24 employment. The parties agreed that the
25 claimant is no longer an employee of Cast &



1 Crew Entertainment Services, same as he was in
2 2015, and further agrees that he will not seek
3 employment with Cast & Crew & Entertainment
4 Services, Incorporated. If you look this
5 clincher document, and I did not draft it, it
6 came from another law firm, but it was very,
7 very well prepared. The previous page says
8 this agreement when approved by a commission
9 shall be construed as an act, judgment, or
10 decree. And it's deemed a contract. Mr.
11 Padgett deliberately breached the contract in
12 order to obtain employment. And you ask me why
13 do I say that. On page 45 of his -- of the
14 transcript ---

15 COMMISSIONER JAMES: Of course we have no
16 jurisdiction over that. In fact that language
17 ---

18 MR. DUNBAR: I understand that but it's being
19 construed as a contract and that's my pertinent
20 point, Your Honor, that this commission, with
21 all due respect, has no jurisdiction over this
22 claim because this gentleman said that he would
23 never apply with Cast & Crew ever again. Now
24 during the hearing he said, well, I really
25 didn't know it was Cast & Crew, but I've handed



1 you Exhibit F, and this is very important
2 because when he filled out the I-9 forms the
3 day he was hired on March 30th, 2015, if you
4 look at the very top there is no doubt who the
5 employer is. At the very bottom item 9
6 employer's name and address, Cast & Crew, the
7 very same entity that's referenced throughout
8 this clincher as the employer. The very same
9 entity that's in all the commission's exhibits
10 and filings and pleadings stating that this
11 gentleman worked for Cast & Crew. He signed a
12 clincher, which is to be construed as a
13 contract, that he would never apply. He
14 breached that willfully and knowingly and
15 that's why Commissioner Taylor decided to
16 terminate those benefits. Now she did not find
17 that he ---

18 **COMMISSIONER JAMES:** Let me ask a question. Do we
19 really have jurisdiction over that? That's --
20 if that's violated there's not any type of
21 relief that we can give. That belongs in a
22 civil court.

23 **MR. DUNBAR:** I -- I would whole heartedly agree. As
24 a matter of fact my client has protuitisly (ph)
25 provided medical treatment and had claimant not



1 appealed this this wouldn't be an argument. I
2 would embraced it but got a little greedy. So
3 now my -- my whole argument is that
4 jurisdiction, which can be raised at any time
5 and I have some cases here to support that so
6 you won't think that I'm just blowing smoke.

7 **COMMISSIONER JAMES:** We still have jurisdiction over
8 the comp claim though.

9 **MR. DUNBAR:** But my point is there is no comp claim
10 because he violated the terms of the contract
11 by hiding the fact that he had previously
12 worked for Cast & Crew and that he would no
13 longer apply, and he did apply and started
14 receiving benefits. Now we're not trying to go
15 back and get those benefits, but we believe
16 that the hire was void and is an exception.

17 **COMMISSIONER JAMES:** So you're raising it as an
18 Exhibit and a -- so we don't have jurisdiction
19 because there wasn't employment from the get
20 go?

21 **MR. DUNBAR:** Absolutely. There is no employment
22 from the get go.

23 **COMMISSIONER JAMES:** Okay.

24 **MR. DUNBAR:** And let me further flesh out my
25 argument, if I may have time?



1 COMMISSIONER JAMES: Yes, and I don't know about my
2 colleagues but I may end up having some more
3 questions myself that I may send at times so
4 y'all don't feel rushed. So I want to make
5 sure I understand both of your positions.

6 MR. DUNBAR: All right. Exhibit F, page one, this
7 is where the rubber meets the road. So he says
8 that he does not work for Cast & Crew, this is
9 only a payroll company, despite the fact it
10 says employer's name, despite the fact in 20 --
11 2009 and 2012 he dealt with Cast & Crew, but
12 this is what is interesting: in 2009 he went by
13 Perry Frank Padgett, Jr. Well, in this I-9
14 where you're suppose to give everyone,
15 particularly the Federal Government, your
16 complete name, he does not. He goes Frankie
17 Padgett. But guess what, Frankie is not even
18 his name. Frank is his middle name. He does
19 not disclose his first name, nor his middle,
20 nor any juniors, which he is. On the second
21 page of the same document F, if you look up
22 there it says name, family name, first name,
23 middle initial -- he leaves it blank, other
24 names used if any, he leaves it blank, signs
25 it. But what's more important he realizes that



1 under penalty of perjury he certifies that this
2 information is accurate. Well, he testified
3 that his name is Perry Frank Padgett, Jr., but
4 yet when you look at Exhibit F it is not there.
5 That's how he was hired. And we take the
6 position that when you look the clincher
7 paperwork which prohibited him, precluded him
8 from reapplying he did so deliberately. He
9 knew the only two entities were providing him
10 workers' compensation coverage. That was
11 either Entertainment Partners, that's in the
12 transcript record, or Cast & Crew. So the
13 moment he completed his I-9, before he even
14 stepped foot into a truck, stepped foot onto
15 the premises to begin his employment, he knew
16 it was Cast & Crew. He willfully, wantedly
17 (ph) violated the terms of the clincher. So
18 this is the important document here. This is
19 the important document that Mr. Samuel has you
20 to simply ignore and overlook. It sets forth
21 the amount of permanency, so if you use his --
22 if you use his comp rate by amount of money
23 that was paid, the \$150,000 that's 220 weeks of
24 benefits. I think I've already calculated in
25 my brief but that's 220 weeks. Another 154 and



1 then we've paid another 160 some odd weeks
2 after -- prior to discovering that Frankie
3 Padgett was Perry F. Padgett who should have
4 been precluded from employment in this
5 particular case. So we think there is enough
6 between the clincher, even if you don't go by
7 *Utica-Mohawk*, but you could ignore that. And
8 I set forth in my brief if you just look at the
9 amount that was paid ---

10 COMMISSIONER JAMES: But Mr. Dunbar, how -- since
11 the claim didn't come to resolution, so we all
12 have a have a rating for even medical
13 impairment and sometimes people pay for all
14 types of reasons including medical, so if there
15 wasn't any type of allocation, which I
16 understand what Mr. Samuels is saying as to
17 the -- the legal definition with regards to
18 taking it out over lifetime. It was
19 characterized -- I do see it was characterized
20 as permanent disability, but I don't how -- if
21 I completely accept Mr. Samuels argument and
22 decide even though it was characterized as
23 permanent disability that it doesn't apply at
24 all then we wouldn't have a way to allocate it.
25 But I understand your argument that it does say



1 in here permanent disability, but if we -- if
2 the allocation language goes completely out the
3 window how would I decide what was permanent
4 and what wasn't?

5 MR. DUNBAR: Fortunately, in this case the clincher
6 speaks for itself ---

7 COMMISSIONER JAMES: Okay.

8 MR. DUNBAR: --- it says it's permanent disability.
9 In some clinchers I have put forth the doctors
10 impairment and I've said that the parties agree
11 that based upon the 10 percent rating that
12 there is a 30 percent disability. That's in
13 very few cases but that has been done when the
14 person is still working. In this particular
15 case if you look at Exhibit B, Mr. Hoffman
16 filed Form 50 contending that he was
17 permanently and totally disabled. Therefore,
18 we didn't need an impairment rating or whoever
19 handled it because he is claiming he could no
20 longer work again, therefore, he was 100
21 percent disabled. So I think you could
22 extrapolate from the pleadings, the Form 50,
23 that this gentleman was no longer able to work
24 or contended that he was totally and
25 permanently disabled and had total loss of use



1 of the back and the leg. So that's the
2 argument there, Your Honor, with regard to
3 allocating amount of disability in this case
4 because the pleading set forth that he was
5 permanently and totally disabled.

6 COMMISSIONER JAMES: All right. Under -- let --
7 let's -- whether it's 42-9-150 or whether it's
8 42-9-170 let's have -- the language there says
9 permanent -- permanent injury and it -- it
10 talks about, it specifies 42-9-30 or 42-9-
11 10(B), so walk me through the application on
12 that.

13 MR. DUNBAR: Certainly. If he had sustained an
14 injury under 42-9-30 or 42-9-10, received the
15 -- an award whether it's on a clincher or Form
16 16 ---

17 COMMISSIONER JAMES: And the first one, the
18 permanent, the permanency -- the permanent
19 injury was the left -- left foot.

20 MR. DUNBAR: In this one it was the right leg, the
21 first -- I'm sorry, left leg. You're correct,
22 it was the left leg.

23 COMMISSIONER JAMES: 42-9-30 so the award, according
24 to your argument, would be under 42-9-30 and it
25 says here permanent disability.



1 MR. DUNBAR: Your Honor, I would take the position
2 based upon his pleadings it was a 42-9-10
3 because as I look at Mr. Hoffman's Form 50 that
4 he filed dated November 19, 2010, he indicated
5 that this gentleman was totally and permanently
6 disabled.

7 COMMISSIONER JAMES: But it -- it's a settlement so
8 I don't know how I make the litigation lead to
9 that. I can only use, as you're referring to
10 the clincher, I can only use what's in the
11 clincher because there is -- I can't side it
12 should be allocated a certain way because I
13 would end up trying the 2009 case.

14 MR. DUNBAR: And I don't think you have to allocate
15 it in this case.

16 COMMISSIONER JAMES: Right. But what I'm -- but
17 let's say that I'm agreeing with you, it says
18 whether it's localized term or whether it's
19 not.

20 MR. DUNBAR: Right.

21 COMMISSIONER JAMES: If it had said here that it's
22 permanent disability then it would be under 42-
23 9-30 for the 2009 claim.

24 MR. DUNBAR: Well, it could be 42-9-30 because he
25 also allege hip, back and leg. So it could be



1 multiply body parts or it could be 42-9-10 as
2 a general ---

3 COMMISSIONER JAMES: But I can't litigate that so
4 how do I -- how do I decide how to apply? Do
5 you see what I'm saying?

6 MR. DUNBAR: I'm not sure.

7 COMMISSIONER JAMES: I can't -- well, I can't
8 litigate what's behind us ---

9 MR. DUNBAR: Right.

10 COMMISSIONER JAMES: --- because it doesn't tell me.
11 So I can't decide that -- that it applies, that
12 it's 42-9-10. I can't -- I won't -- I just
13 can't, you know. You may tell me I'm wrong but
14 I just can't do that because that would be
15 going behind the agreement.

16 MR. DUNBAR: Sure. And my argument to you, Your
17 Honor, is that you don't have to trouble
18 yourself to go behind the agreement, and I
19 understand what you're trying to ask me and I
20 wish I could answer that question, but I think
21 this gives you a way out. This clincher, you
22 don't have to worry about how they allocated
23 because whoever drafted it and apparently Mr.
24 Hoffman agreed and so the claimant they
25 attributed all to permanency. So 220 weeks, if



1 you just use the compensation rat was paid for
2 that \$150,000.

3 COMMISSIONER JAMES: Okay.

4 MR. DUNBAR: Now, probably some may have been taken
5 off just because of negotiations but certainly
6 without a doubt according to that document it
7 was attributable and apportioned to permanency.

8 COMMISSIONER JAMES: So doesn't then math then -- do
9 I count the 2009 temporary total under
10 permanent injury for the -- so do I count the
11 154 6/7 under the language of the 42-9-170? I
12 know I count, and Mr. Samuels has agreed, the
13 2015 that there has run in that case at least
14 127 2/7. So do I count, according to your
15 theory I count the 200 and the 154 6/7?

16 MR. DUNBAR: That is my argument, Your Honor.
17 According to 42-9-170 ---

18 COMMISSIONER JAMES: Which they all add up to 417
19 6/7 so why was -- why would --

20 MR. DUNBAR: My math was ---

21 COMMISSIONER JAMES: And I'm -- my math may be
22 wrong.

23 MR. DUNBAR: I have 534 weeks, Your Honor.

24 COMMISSIONER JAMES: Wait a minute. So it's 154
25 6/7, 127 2/7 which adds to like -- no, this



1 math is wrong.' My math is wrong. I'm sorry.

2 MR. DUNBAR: It was 154 in TTD and then if you use
3 the 2009 the \$250,000 that's 220.14793 weeks.
4 And if you look at the amount of temporary
5 total we paid from May 7th, 2015 to May 31st,
6 2018 that's an additional 160 weeks. It's on
7 page 9 of my brief.

8 COMMISSIONER JAMES: Okay.

9 MR. DUNBAR: So according to the calculations that's
10 400 -- 534 weeks of disability payments that
11 have been made. And if you look at the plain
12 -- plan rating of 42-9-170 it says in no case
13 shall it exceed 500 weeks of benefits. Now
14 that language when you look, 42-9-170 refers to
15 42-7-310, 42-9-400, and 42-9-410 those all
16 apply to the South Carolina Second Injury Fund
17 which was a violation in 2007 and no longer has
18 any bearing. So the statute needs to be
19 amended if you want to order temporary total
20 disability compensation benefits in this
21 particular case of over and above 500 weeks.
22 But, again, my argument is the commission has
23 no jurisdiction because this gentleman breached
24 the terms of the contract with regards to the
25 employment and shouldn't have ever been there



1 the first place.

2 COMMISSIONER JAMES: Okay. So that -- has that been
3 appealed? And I know you can raise
4 jurisdiction at any time but was that -- has
5 that issue been appealed from Commissioner
6 Taylor's decision?

7 MR. DUNBAR: No, because you're the only ultimate
8 finder of fact.

9 COMMISSIONER JAMES: Okay. So then you would be
10 raising it for the first time today ---

11 MR. DUNBAR: First time today.

12 COMMISSIONER JAMES: That -- that would be my
13 concern ---

14 MR. DUNBAR: Correct, your honor.

15 COMMISSIONER JAMES: --- in other words y'all be
16 litigating that issue in front of us and we're
17 not here to litigate, we're here to review. So
18 if that's an issue then ---

19 MR. DUNBAR: Let me hand you a couple cases that
20 says that it can be raised by ---

21 COMMISSIONER JAMES: And Mr. Samuels, I know.
22 You'll get -- you'll get additional time and I
23 know. I'm sorry.

24 MR. SAMUELS: No worries, Your honor.

25 COMMISSIONER JAMES: I just want to make sure I



1 understand all of this.

2 MR. DUNBAR: There should be two.

3 COMMISSIONER JAMES: Okay.

4 MR. DUNBAR: I've just handed you a Town of Hilton
5 Head and Columbia and in essence it says with
6 regard to jurisdiction it could be raised at
7 any time by either party ---

8 COMMISSIONER CAMPBELL: Did -- did you have a set
9 for Commissioner McCaskill?

10 COMMISSIONER JAMES: He has -- but I don't think ---

11 MR. DUNBAR: Okay. Well, I'm sorry. My apologies.

12 COMMISSIONER JAMES: But you're correct, jurisdiction
13 can be raised at any time but I don't ---

14 MR. DUNBAR: And the court can raise.

15 COMMISSIONER JAMES: --- I don't know how we
16 litigate that today though.

17 MR. DUNBAR: Well, I'm raising it as an argument
18 that this commission, based upon what's in the
19 record that there's no jurisdiction. And the
20 court -- you -- can also raise it too. You
21 don't even have to wait on Stephen or me to
22 raise it, you can raise it. As a matter of
23 fact, if it isn't raised here the courts could
24 look at it at Supreme Court and if you don't
25 have any jurisdiction you just don't have it



1 and that's my argument.

2 COMMISSIONER JAMES: Right. And I guess maybe the
3 parties have litigated that because it -- no --
4 I -- let me hear from Mr. Samuels ---

5 MR. DUNBAR: All right.

6 COMMISSIONER JAMES: --- on that --

7 MR. DUNBAR: Thank you very much.

8 COMMISSIONER JAMES: --- because especially since
9 it's new. And Mr. Samuels I'm going to set the
10 clock, but can you start with the last issue
11 first as to the jurisdictional issue and -- and
12 whether that's here or whether that's civil
13 court or whether it could be violated. I
14 mean, if you could just start with that.

15 REPLY:

16 MR. SAMUELS: I can, Your Honor. My first point at
17 judicial estoppel is not raised at any level.
18 So that issue is not preserved and not properly
19 before you. As to the jurisdictional issue:
20 the fury behind the jurisdictional issue was
21 that there is this contract that theoretically
22 Mr. Padgett violated by seeking employment with
23 this other production company. That was
24 raised. In fact, two issues were raised that
25 have just been argued now by Mr. Dunbar. Two



1 issues were raised before the single
2 commissioner. The first issue was exactly the
3 jurisdictional issue that you've heard. It was
4 basically trying to extend *Cooper v. McDevitt*
5 & *Street* to say that if you have this contract
6 he says Mr. Padgett committed fraud to induce
7 the employer to hire him the second time with
8 this contract out there and therefore that
9 should be void as an issue. That's his theory.
10 That theory was presented at the single
11 commissioner and the single commissioner said
12 the finding of fact number six there is
13 insufficient evidence support of finding fraud
14 in the inducement that would void the employee-
15 employer relationship at the time of claimant's
16 injury. Therefore, claimant's sustained a
17 compensable injury to his right lower extremity
18 within the course of the scope of this
19 employment. So that issue has been raised, it
20 has been ruled upon, and it has not been
21 appealed. So while it is true that you can
22 raise subject matter jurisdiction any time once
23 you have a finding of fact, which we have from
24 the single commissioner, it is controlling on
25 the issue of subject jurisdiction. If you



1 don't appeal that finding of fact that is the
2 law of the case. And therefore, that entire
3 issue for all the time that has been spent on
4 this argument, it's not preserved, it's not
5 before this panel.

6 COMMISSIONER JAMES: Well, Mr. Samuels wouldn't you
7 agree to ask Mr. Dunbar that that language
8 because we don't have -- we do not have
9 jurisdiction over employment issues. So that
10 language is usually left out there and even if
11 it's in there, any language, if you agree to
12 exchange land in here that's not something we
13 can take any promise over that belongs to the
14 civil court.

15 MR. SAMUELS: I do agree with that, Your Honor. I
16 don't think -- I don't think this body can
17 interpret or enforce contracts. I think none
18 of that is before you. The only issue that is
19 before you, frankly, the issue that's before
20 you is the use of the *Utica-Mohawk* language to
21 say that he has been paid 1,700 weeks. Because
22 not only was the employment relationship issue
23 not appealed but the other issue that Mr.
24 Dunbar raised to the single commissioner was
25 this 500 weeks, this is what the clincher says.



1 She rejected that argument. She did not find
2 that the clincher has anything to do with this
3 case except for the *Utica-Mohawk* language.
4 What the single commissioner found -- he didn't
5 even argue the *Utica-Mohawk* that actually was
6 sua sponte by the single commissioner. What
7 Mr. Dunbar argued, he argued the subject matter
8 jurisdiction and he argued that the money on
9 the clincher that you divide it by the comp
10 rate and you can interpellate that to so many
11 weeks, that's what he argued. And the single
12 commissioner rejected that argument. Mr.
13 Dunbar did not appeal that. So all of that
14 discussion about what does the clincher mean
15 and -- and all that that - that's really not
16 before you either because he didn't he didn't
17 appeal it. He as to raise that issue.

18 COMMISSIONER JAMES: But you upheld that part so one
19 of the possible remedies that we have is to
20 reverse, to -- to affirm or we may decide that
21 it's some hybrid such as the -- the agreement
22 says that it is permanent disability even
23 though it allocates it over a lifetime. So one
24 of the possibilities and I don't know the
25 answers right now but one of the possibilities



1 is that it's amended to 200 the 200 weeks.

2 MR. SAMUELS: I -- I would respectfully disagree on
3 that.

4 COMMISSIONER JAMES: Okay.

5 MR. SAMUELS: I -- I think that has been decided and
6 it's been raised and ruled upon and not
7 appealed. It is the law of the case.

8 COMMISSIONER JAMES: So you're saying it can only be
9 reversed or affirmed, one of the two?

10 MR. SAMUELS: Correct. It could ---

11 COMMISSIONER JAMES: Even if ---

12 MR. SAMUELS: --- only be reversed on same -

13 COMMISSIONER JAMES: --- even if we think it's
14 something different?

15 MR. SAMUELS: Yes, because that issue has already
16 been raised and ruled upon and was not appealed
17 by the -- by the defendants. And I do not
18 think that is, you know, it's not an
19 insignificant matter. I will, because I -- I
20 know there was discussion on it I'll talk about
21 that because the previous clincher says a lot
22 of things. The important part of the previous
23 clincher is -- it says in consideration and
24 payment to the claimant in the sum of \$150,000
25 and going on to the second page, limited the



1 release any consequences whatsoever could
2 employment benefits for disability,
3 disfigurement, bodily impairment, medical
4 treatment and prescriptions, lost time or
5 death, renounces change of condition. It's an
6 unallocated clincher. In fact, even the *Utica-*
7 *Mohawk* language says it is a compromise
8 settlement, a disputed permanent disability.
9 So there's no meeting of the minds in that
10 clincher.

11 COMMISSIONER JAMES: But it does allocate it as a
12 permanent disability though. So ---

13 MR. SAMUELS: It's a -- it's a compromise settlement
14 of permanent disability. And one thing we all
15 know, and the Supreme Court knows because they
16 addressed this issue in *James* is that *Utica-*
17 *Mohawk* language, that entire paragraph is there
18 solely as a -- as a fiction as an accounting
19 mechanism for purposes of maximizing the
20 claimant's social security disability benefits.
21 That's the only thing it exists for. I mean,
22 essentially they're trying to re-litigate
23 *James*. In fact, one of the arguments in *James*,
24 from the defendants in *James*, was the
25 commission doesn't have authority to award



1 1,700 weeks or approve a settlement for 1,700
2 weeks. And, of course, the Supreme Court said
3 no, it's an accounting fiction.

4 COMMISSIONER JAMES: All right. Just one -- I have
5 one last question. The language, because it
6 says permanent injury in 42-9-170 we know there
7 was some permanent injury in the 2009 case,
8 okay, there's permanent injury there. So is
9 there a permanent, you know, is there a
10 permanent injury here? What -- and you
11 mentioned left leg versus right leg and you --
12 and the agreement has bunch of body parts so
13 ...

14 MR. SAMUELS: It does. But other evidence in the
15 record including the 12A left ankle ---

16 COMMISSIONER JAMES: Then I'd have to go by mine --
17 like I told Mr. Dunbar to go by the 2009
18 agreement and decide to litigate what the 2009
19 was behind it.

20 MR. SAMUELS: And -- and that's the point. If the
21 2009 case had clincher and that clincher said
22 either included impairment ratings for the
23 injured body parts or it's said X percent along
24 that line to a specific body part then there
25 would be an argument. I still think your



1 argument failed because it doesn't fit the
2 statute. Well, I guess it sort of fits the
3 statute but then --then we get in to question
4 who the employer is. But ---

5 COMMISSIONER JAMES: All right.

6 MR. SAMUELS: --- if one assumes it's the same
7 employer they still would have to have a
8 clincher that said X number of weeks to a
9 certain body part. But the other point is it
10 also might be the same body part. And here we
11 got two different body parts in two different
12 cases.

13 COMMISSIONER JAMES: So you're back to -- and I
14 can't think of the name of the case right now.
15 The leg which was under, I think it's under the
16 different statute ---

17 MR. SAMUELS: I know it was the ---

18 COMMISSIONER JAMES: --- no, I can't remember the
19 name.

20 MR. SAMUELS: I know it was discussed in *Medellin*.
21 I know that -- that it was an amputation.

22 COMMISSIONER JAMES: It's -- it's not *Medellin*, it's
23 the other one.

24 MR. SAMUELS: But it's discussed in *Medellin*.
25 There's actually a footnote in *Medellin* that



1 says, you know, for example even if you're --
2 you've lost your entire back and been 500 weeks
3 you can still get compensation under 42-9-10.

4 COMMISSIONER JAMES: Okay. Well, we'll look --
5 we'll look at all of that.

6 MR. SAMUELS: I know you have given me some extra
7 time. I did want to mention one other thing
8 because there's a lot of discussion at the I-9.
9 Take a look at the I-9. The I-9 itself which
10 is pages two of three of Mr. Dunbar's APAs.
11 This is part of the copy he handed up. If you
12 look towards the bottom right where it lists
13 the employer it says Danger Boy & Productions,
14 LLC. This is the production company that
15 actually employed Mr. Padgett. Cast & Crew is
16 a payroll company. And kind of the bottom line
17 on this case and I would like to make this
18 point in closing: the bottom line in this case
19 is we have these statutes set up, we have these
20 limits on compensation you can receive from a
21 particular employer because the Act wants
22 employers to keep injured employees on the same
23 job. That's what they want, it's good public
24 policy to keep people employed after they're
25 hurt. So the Act grants employers a credit for



1 keeping people on the same job. That is good
2 policy. But what we have here is a production
3 company who hired a completely different entity
4 in the second case versus the first case. That
5 happened because they're a movie company, and
6 they don't want to build a payroll department
7 and all that and a workers' comp department,
8 that uses a payroll service out of California
9 called Cast & Crew. And Cast & Crew is simply
10 trying to find a way to frankly starve a guy
11 who's badly hurt, who should be receiving
12 temporary and total and when he reaches MMI
13 should receive permanency because the Act also
14 wants to make sure that injured people are
15 compensated. I asked therefore that both in
16 terms of public policy grounds, more
17 particularly on the law that the order of the
18 single commissioner be reversed, that order
19 vacated, that temporary total be reinstated and
20 that any issue of credit be reserved for a
21 later determination by later a commissioner
22 when we actually get to the issue of
23 permanency.

24 COMMISSIONER JAMES: Okay. Thank you, sir.

25 MR. DUNBAR: Your Honor, could I just point out for



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ROA-159

1 the record -- I'm sorry -- just page 17. He
2 said I did not raise -- I raised. That was
3 incorrect.

4 COMMISSIONER JAMES: Okay.

5 MR. DUNBAR: Bottom of page 17 first page 18 ---

6 COMMISSIONER JAMES: Okay. And Mr. Dunbar I will --
7 we'll look through all of that, that all the
8 lawyers pointed out. So that concludes the
9 hearing.

10 (There being nothing further, the full commission
11 hearing concluded at 1:52 p.m.)
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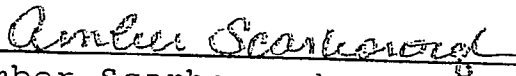


CERTIFICATE

This is to certify that the within status conference consisting of thirty nine (39) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on August 13, 2019.


Amber Scarborough

Notary Public for South Carolina
My Commission Expires: May 30, 2023



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ROA-161

Memorial H E A L T H

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT,PERRY FRANK JR.
MRN: 30195729
DOB: [REDACTED], Sex: [REDACTED]
Acct #: 20015360
Adm: 5/19/2015, D/C: 5/20/2015

Patient Demographics

Name:	Padgett, Perry Frank Jr.	MRN:	30195729	DOB:	[REDACTED]	Sex:	Male	Age:	[REDACTED] (48 yrs)
Address:	[REDACTED]	Phone:	[REDACTED]	Email:	fpdawgs@gmail.com	Employer:	OTHER-danger boy productions (vice principal hba)		
Race:	White or Caucasian								
Ref Status:	Verified								
Ref Source:	Horry, Malcolm H803-943-2771								

Visit Admission Information

Arrival Date/Time:	None	Admit Date/Time:	05/19/2015 8:29 AM	IP Adm. Date/Time:	None
Admission Type:	Elective	Point of Origin:	Physician Or Clinic Referral	Admit Category:	None
Means of Arrival:	None	Primary Service:	Orthopedics	Secondary Service:	N/A
Transfer Source:	None	Service Area:	Mh Physician Health Services	Unit:	See Surgical Center
Admit Provider:	Prather, John, MD	Attending Provider:	Prather, John, MD	Referring Provider:	Horry, Malcolm H

Discharge Summaries

No notes of this type exist for this encounter.

ED Notes

No notes of this type exist for this encounter.

Discharge Information - Patient Record Only

05/20/2015 12:10 PM	Discharge Location:	Home	Discharge Status:	None	Discharge Unit:	See Surgical Center
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History & Physical Notes

H&P by McConnell, Leslie A at 5/19/2015 11:48 AM

Author:	McConnell, Leslie A	Service:	Surgery	Author Type:	Physician Assistant
Filed:	5/19/2015 12:00 PM	Note Time:	5/19/2015 11:48 AM	Status:	Signed
Editor:	McConnell, Leslie A (Physician Assistant)			Cosigner:	Prather, John, MD at 5/19/2015 2:50 PM

Ortho History and Physical

Patient Name: PERRY FRANK Padgett Jr. Admission Date/Time: 5/19/2015 8:29 AM
Age/Race/Sex/BMI: [REDACTED] MRN#: 30195729
DOB: [REDACTED] Attending Provider: John Prather, MD

Generated by ANDERSON, HEATHER at 9/12/17 9:53 AM

Page 4

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Memorial

HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.

MRN: [REDACTED]

DOB: [REDACTED] Sex: [REDACTED]

Acct #: 20015360

Adm: 5/19/2015, D/C: 5/20/2015

History & Physical Notes (continued)

H&P by McConnell, Leslie A at 5/19/2015 9:48 AM (continued)

Patient's PCP: Malcolm Horry

History of Present Illness:

Mr. Perry is a very nice 48 year old male who was stepping up on a trailer about 2 weeks ago when he felt a pop in the posterior aspect of his right ankle. He has had persistent pain and swelling since then. He is unable to plantar flex his right ankle. He was seen and evaluated in our clinic as an outpatient where an Achilles rupture was diagnosed. MRI confirmed this. He is here today for surgical correction of this Achilles rupture.

Past Medical History

- Diabetes mellitus
TYPE 2
- Hypertension

Past Surgical History

- Cholecystectomy
- Ankle surgery
6 SURGERIES
- Toe amputation
GREAT TOE

Left

Left

No Known Allergies

Prior to Admission medications

Medication	Dose	Frequency	Route	Indication	Historical Provider, MD
oxycodone-hydrocodone (PERCOCET)	10-325 mg per tablet	every 4 (four) hours as needed for pain.	by mouth	Yes	Historical Provider, MD
amlodipine-valsartan (EXPORGE)	10-325 mg per tablet	daily.	by mouth		Historical Provider, MD
naproxen (FARXIGA)	10 mg Tablet	daily.	by mouth		Historical Provider, MD
glipizide (GLUCOSTROL)	10 MG tablet	Take 16 mg by mouth 2 (two) times daily before meals.	by mouth		Historical Provider, MD
metFORMIN (GLUCOPHAGE)	1000 MG tablet	Take 1,000 mg by mouth 2 (two) times daily with meals.	by mouth		Historical Provider, MD
pioglitazone (ACTOS)	60 MG tablet	Take 60 mg by mouth daily.	by mouth		Historical Provider, MD

History

- Marital Status: Married
- Spouse Name: N/A
- Number of Children: N/A
- Years of Education: N/A

Memorial

HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED] Sex: [REDACTED]
Acct #: [REDACTED]
Adm: 5/19/2015, D/C: 5/20/2015

History & Physical Notes (continued)

H&P by McConnell, Leslie A at 5/19/2015 11:48 AM (continued)

- | | |
|----------------------|--------------|
| • Smoking status: | Never Smoker |
| • Smokeless tobacco: | Never Used |
| • Alcohol Use: | No |
| • Drug Use: | No |
| • Sexual Activity: | Yes |
| Partners: | Female |

• None

• None

No family history on file.
Review of Systems
Constitutional: Negative.

BP 151/85 | Pulse 105 | Temp(Src) 36.2 °C (97.2 °F) | Resp 6 | SpO2 98%

Physical Exam

Constitutional: He appears well-developed and well-nourished.

Cardiovascular: Normal rate, regular rhythm and normal heart sounds.

Pulmonary/Chest: Breath sounds normal.

Musculoskeletal:

Right ankle: He exhibits decreased range of motion and swelling. Tenderness. Achilles tendon exhibits pain, defect and abnormal Thompson's test results.

DP pulse 2+. There is no palpable popliteal lymphadenopathy.

Ortho Exam

Labs:

Recent Results (from the past 24 hour(s))
POCT GLUCOSE (FINGERSTICK)

Collection Time

05/19/15 9:52 AM

Glucose, Fingerslick	137 (*)	75 - 110 mg/dl
----------------------	---------	----------------

Imaging:

No results found.

ECG:

Ekg 12 Lead

5/15/2015 Ventricular Rate 90 BPM Atrial Rate 90 BPM P-R Interval 162 ms QRS Duration 94 ms Q-T Interval 346 ms QTC Calculation(Bezel) 423 ms Calculated P Axis 25 degrees Calculated R Axis -23 degrees Calculated T Axis 52 degrees Diagnosis Line Normal sinus rhythm Normal ECG Confirmed by GOODMAN, MD, LLOYD S. (215) on 5/15/2015 11:09:07 PM

Memorial

Health

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 5/19/2015, D/C: 5/20/2015

History & Physical Notes (continued)

H&P by McConnell, Leslie A at 5/19/2015 11:48 AM (continued)

Right Achilles rupture

Recommendation is to proceed to the OR for surgical reconstruction of his right Achilles rupture. He understands he will be nonweightbearing following this procedure.

Communication: I examined the patient and reviewed the chart. I discussed the patient's status and plan of care with Patient and Family

Coding

Leslie A McConnell
5/19/2015 / 11:48 AM

Electronically signed by Fraher, John, MD on 5/19/2015 2:56 PM

Consult Notes

No notes of this type exist for this encounter.

Memorial

HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 5/19/2015, D/C: 5/20/2015

Operative Notes

Op Note by Prather, John, MD at 5/19/2015 2:04 PM

Version: 1 of 1

Author: Prather, John, MD

Service: Surgery

Author Type: Physician

Print: 5/19/2015 2:15 PM

Note Time: 5/19/2015 2:04 PM

Status: Signed

Editor: Prather, John, MD (Physician)

Operative Note

Surgery Date: 5/19/2015

Preop Diagnosis: RIGHT ACHILLES TENDON RUPTURE

Postop Diagnosis: * No post-op diagnosis entered *

Procedure(s) (LRB):

RIGHT ACHILLES TENDON RECONSTRUCTION (Right)

Surgeon(s) and Role:

* John Prather, MD - Primary

Assistant(s): Circulator: Beth L Thomson, RN; Hayla Williams

Physician Assistant: Leslie A McConnell

Scrub Person: Frances I Roberts

Procedure Summary

Anesthesia: General

Estimated Blood Loss: less than 50 mL

Drains: None

Specimens: * No specimens in log *

Implants:

Implant Name	Type	Inv. Item	Serial No.	Manufacturer	Lot No.	LRB	No. Used	Action
suture anchor			ar-1927bcnf	ARTHREX INC	1239080	Right	1	Implanted
suture anchor			ar-2324bcct	ARTHREX INC	1268812	Right	1	Implanted
suture anchor			ar-2324bcctf	ARTHREX INC	1368711	Right	1	Implanted

Procedure Detail

Findings:

Avulsed Achilles tendon

Procedure Description:

Procedure

The procedure as well as the risks, benefits, and alternatives of and to the procedure were discussed with the patient. Risks include infection, excessive bleeding, damage to nerves and blood vessels, the need for reoperation, and/or making the condition worse. Risks also include those carried by anesthesia including heart attack, stroke, and death.

Memorial

Health

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 5/19/2015, D/C: 5/20/2015

Operative Notes (continued)

Op Note by Prather, John, MD at 5/19/2015 2:04 PM (continued)

Version 1 of 1

After informed consent was obtained and the appropriate surgical site was signed the patient was taken to the operating room where the extremity was prepped and draped in a sterile fashion. All bony prominences were padded. Preoperative antibiotics were given. No DVT prophylaxis was indicated. A timeout was called and recorded.

An incision was made midline over the Achilles tendon. A dissection was carried out down to the tendon which was avulsed from the posterior calcaneal tuberosity. A sagittal saw was used to take down the posterior superior calcaneal prominence. The avulsed Achilles tendon was debrided down to healthy appearing tissue. A 5.5 mm Arthrex suture anchor was placed in the proximal extent of the cut cancellus bone. A Krakow suture was used to fixate the Achilles tendon. The loose ends of suture were then passed through 2 4.75 millimeter Arthrex knotless anchors placed distally in a triangle arrangement. The sutures were tied with the ankle in maximal plantarflexion.

The tourniquet was released. The wound was copiously irrigated. Hemostasis was achieved. The wound was closed in layers. A sterile soft dressing was placed followed by a posterior splint again in maximal plantar flexion.

The patient emerged from anesthesia without complication and was stable to recovery room.

Complications: none

Electronically signed:
John Prather, MD
5/19/2015 / 2:04 PM

Electronically signed by Prather, John, MD on 5/19/2015 2:15 PM

All Results (05/20/15 - 05/19/15)

Resulted: 05/20/15 0627, Result status: Final

POCT glucose (fingerstick) (13551571) (Abnormal)

Result

Ordering provider: Prather, John, MD 05/20/15 0611 Filed on 05/20/15 0627
Resulting lab: HLAB

Specimen Information

Type: Blood (POC) Created By: 6746 05/20/15 0611

Components

Component	Value	Reference Range	Unit	Lab
Glucose, Fingerstick	157	75 - 110 mg/dl	H	HLAB

Resulted: 05/20/15 0627, Result status: Final

POCT glucose (fingerstick) (13551571)

Result

Ordering provider: Prather, John, MD 05/20/15 0611 Filed on 05/20/15 0627
Resulting lab: HLAB

Memorial

Health

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED] Sex: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/8/2015

Patient Demographics

Name:	Padgett, Perry Frank Jr.	MRN:	30195729	DOB:	06/20/66 (48 yrs)
Address:	PO BOX 1264 VARNVILLE SC 29944	Phone:	803-943-0140 (H) 803-913-0290 (M)	Email:	fpdawgs@gmail.com
Race:	White or Caucasian	Gender:	Male	Occupation:	OTHER-danger boy productions (vice principal hbo)
Referring Provider:	Verified	Referring Provider:	Horry, Malcolm	Referring Provider:	H803-943-2771

Visit Admission Information

Arrival Date/Time:	None	Admit Date/Time:	06/05/2015 8:12 AM	IP Adm. Date/Time:	06/08/2015 4:20 PM
Admission Type:	Elective	Point of Origin:	Physician Or Clinic Referral	Admit Category:	None
Means of Arrival:	None	Primary Service:	Orthopedics	Secondary Service:	N/A
Transfer Source:	None	Service Area:	Mh Physician Health Services	Unit:	Ort Orthopedics
Admit Provider:	Prather, John, MD	Attending Provider:	Prather, John, MD	Referring Provider:	None

Discharge Summaries

Discharge Summaries by McConnell, Leslie A at 6/26/2015 8:34 AM		Version 1 of 1
Author:	McConnell, Leslie A	Author Type: Physician Assistant
Filed:	6/26/2015 8:37 AM	Status: Signed
Editor:	McConnell, Leslie A (Physician Assistant)	Cosigner: Prather, John, MD at 6/26/2015 8:48 AM

Memorial

Health

University Medical Center
Physician Discharge Summary

Patient Name: PERRY FRANK Padgett Jr.

Age/Race/Sex: 48 y.o. male

DOB: 6/20/1966

MRN#: 30195729

Patient's PCP: Malcolm Horry

Generated by ANDERSON, HEATHER at 9/12/17 9:53 AM

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ROA-168

Memorial

Health
University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Discharge Summaries (continued)

Discharge Summaries by McConnell, Leslie A at 6/26/2015 8:34 AM (continued)

Version 1 of 1

Admit date: 6/5/2015
Discharge date: 6/9/2015 6:57 PM
Hospital LOS: 4 day(s)

Active Hospital Problems

Diagnosis	Date Added	Resolution
Pain in joint, lower leg	06/08/2015	Unknown

Resolved Hospital Problems

Diagnosis	Date Added	Date Resolved	Resolution
No resolved problems to display.			

Discharge Medication List as of 6/9/2015 4:16 PM

START taking these medications

	Details
HYDROMORPHONE (DILAUDID) 2 MG tablet	Take 1 tablet (2 mg total) by mouth every 4 (four) hours as needed (PRN breakthrough pain), Starting 6/9/2015, Until Discontinued, Print
ondansetron (ZOFTRAN) 4 MG tablet	Take 1 tablet (4 mg total) by mouth every 8 (eight) hours as needed for Nausea, Starting 6/9/2015, Until Discontinued, Print
!! oxyCODONE-acetaminophen (PERCOCET) 10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for Pain, Starting 6/9/2015, Until Discontinued, Print
!! - Potential duplicate medications found. Please discuss with provider.	

CONTINUE these medications which have NOT CHANGED

	Details
amlodipine-valsartan (EXFORGE) 10-320 mg per tablet	Take 1 tablet by mouth daily, 10-320-25 mg, Until Discontinued, Historical Med
dapagliflozin (FARXIGA) 10 mg Tablet	Take 10 mg by mouth daily, Until Discontinued, Historical Med
glipizide (GLUCOTROL) 10 MG tablet	Take 10 mg by mouth 2 (two) times daily before meals, Until Discontinued, Historical Med
!! oxyCODONE-acetaminophen (PERCOCET) 10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for Pain, Until Discontinued, Historical Med
pioglitazone (ACTOS) 30 MG tablet	Take 30 mg by mouth daily, Until Discontinued, Historical Med
!! - Potential duplicate medications found. Please discuss with provider.	

STOP taking these medications

metFORMIN (GLUCOPHAGE) 1000 MG tablet

Memorial
H E A L T H
University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Discharge Summaries (continued)

Discharge Summaries by McConnell, Leslie A at 6/26/2015 8:34 AM (continued)

Version 1 of 1

Current Providers as of 6/3/2015

PCP: Malcolm H Horry

Referring Provider: not found, starting on Fri Jun 5, 2015 12:00 AM

Admitting Provider: John Prather, MD, (Active)

Attending Provider: John Prather, MD, starting on Fri Jun 5, 2015 8:12 AM, ending on Tue Jun 9, 2015 6:57 PM (Inactive)

Registered Nurse: Brenda S Smith, RN, starting on Fri Jun 5, 2015 5:17 PM, ending on Fri Jun 5, 2015 8:08 PM (Inactive)

Consulting Physician: Steven J Novack, MD, starting on Fri Jun 5, 2015 6:18 PM (Active)

Registered Nurse: Taylor N Veach, RN, starting on Fri Jun 5, 2015 7:03 PM, ending on Sun Jun 7, 2015 7:24 AM (Inactive)

Patient Care Partner: Jennifer L Huey, starting on Fri Jun 5, 2015 8:48 PM (Active)

Physical Therapist: Andi Beth Mincer, PT, starting on Sat Jun 6, 2015 7:12 AM, ending on Sun Jun 7, 2015 2:57 PM (Inactive)

Occupational Therapist: Catherine J Beltrami, OTR, starting on Sat Jun 6, 2015 7:14 AM, ending on Sat Jun 6, 2015 1:41 PM (Inactive)

Registered Nurse: Timothy Flynn, RN, starting on Sat Jun 6, 2015 7:50 AM, ending on Mon Jun 8, 2015 7:28 AM (Inactive)

Patient Care Partner: Shannon M Gonzales, starting on Sat Jun 6, 2015 7:10 PM, ending on Sun Jun 7, 2015 5:12 AM (Inactive)

Respiratory Therapist: Virginia A Nguyen, RRT, starting on Sat Jun 6, 2015 7:15 PM, ending on Sat Jun 6, 2015 9:59 PM (Inactive)

Patient Care Partner: Zachary B Kyser, starting on Sun Jun 7, 2015 7:02 AM, ending on Tue Jun 9, 2015 6:58 AM (Inactive)

Registered Nurse: Ashley Ammerman, RN, starting on Sun Jun 7, 2015 7:05 AM, ending on Sun Jun 7, 2015 7:22 PM (Inactive)

Patient Care Partner: Larissa C Derf, starting on Sun Jun 7, 2015 12:30 PM (Active)

Registered Nurse: Taylor N Veach, RN, starting on Sun Jun 7, 2015 7:20 PM (Active)

Patient Care Partner: Angel M Heald, starting on Sun Jun 7, 2015 7:21 PM, ending on Mon Jun 8, 2015 7:23 AM (Inactive)

Physical Therapist: Chris Purvis, PT, starting on Mon Jun 8, 2015 7:01 AM (Active)

Registered Nurse: Jami L Duncan, RN, starting on Mon Jun 8, 2015 7:28 AM, ending on Mon Jun 8, 2015 7:19 PM (Inactive)

Occupational Therapist: Whitney Calderon, OTR, starting on Mon Jun 8, 2015 7:36 AM (Active)

Patient Care Partner: Dorethea Lowe, starting on Mon Jun 8, 2015 2:58 PM (Active)

Patient Care Partner: Timira D Anderson, starting on Mon Jun 8, 2015 7:30 PM (Active)

Patient Care Partner: Danielle M Marzano, starting on Mon Jun 8, 2015 9:05 PM (Active)

Respiratory Therapist: Virginia A Nguyen, RRT, starting on Tue Jun 9, 2015 7:00 AM, ending on Tue Jun 9, 2015 5:44 PM (Inactive)

Registered Nurse: Kristin M Prall, RN, starting on Tue Jun 9, 2015 7:02 AM (Active)

Social Worker: Kimberly F Collins, starting on Tue Jun 9, 2015 2:38 PM (Active)

Hospital Course:

Mr. Padgett was admitted post op for pain control and PT. As of 6/9 he was deemed well for discharge home. No post-op complications

Consultations while admitted:

REHAB MEDICINE CONSULT

CASE MANAGEMENT CONSULT

Procedures performed while admitted:

Procedure(s) (LRB):

RIGHT ACHILLES RECONSTRUCTION (Right)

6/5/2015

Surgeon(s):

John Prather, MD

NWB

Follow up as outpatient next week

No Follow-up on file.

Recommendations to physicians:

Generated by ANDERSON, HEATHER at 9/12/17 9:53 AM

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Memorial
H E A L T H
University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Discharge Summaries (continued)

Discharge Summaries by McConnell, Leslie A at 6/26/2015 8:34 AM (continued)

Version 1 of 1

Code Status: No Order

Time spent in discharge process: less than 30 minutes

Electronically signed:
Leslie A McConnell
6/26/2015 / 8:34 AM

Electronically signed by Prather, John, MD on 6/28/2015 8:48 AM

ED Notes

No notes of this type exist for this encounter.

Discharge Information - Patient Record Only

Discharge Date/Time	Discharge Disposition	Discharge Destination	Discharge Provider	Unit
06/09/2015 6:57 PM	Dis Home	None	None	Ort Orthopedics

History & Physical Notes

H&P by McConnell, Leslie A at 6/5/2015 11:00 AM

Author: McConnell, Leslie A	Service: Orthopedics	Author Type: Physician Assistant
Filed: 6/5/2015 11:07 AM	Note Time: 6/5/2015 11:00 AM	Status: Signed
Editor: McConnell, Leslie A (Physician Assistant)		Cosigner: Prather, John, MD at 6/8/2015 4:42 PM

Ortho History and Physical

Patient Name: PERRY FRANK Padgett Jr. **Admission Date/Time:** 6/5/2015 8:12 AM

Age/Race/Sex/BMI: 48 y.o. male

MRN#: 30195729

DOB: 6/20/1966

Attending Provider: John Prather, MD

Patient's PCP: Malcolm Horry

History of Present Illness:

Mr. Padgett is a very nice 48-year-old male who is here today for Achilles surgery. He is 2 weeks postop from his right Achilles reconstruction. Unfortunately, sustained another Achilles rupture on weightbearing postoperatively. He has had difficulty with pain control over the past couple weeks as well. He is here today for hardware removal and Achilles reconstruction on the right side.

Past Medical History

- Diabetes mellitus
TYPE 2
- Hypertension

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Memorial

HEALTH
University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

History & Physical Notes (continued)

H&P by McConnell, Louisa A at 6/5/2015 11:09 AM (continued)

Past Surgical History

Procedure	Laterality	Date
Cholecystectomy	Left	
Ankle surgery	Left	
6 SURGERIES		
Toe amputation	Right	
GREAT TOE		
Achilles tendon surgery		

No Known Allergies

Prior to Admission medications

Medication	Dose	Frequency	Start Date	Stop Date	Take As Directed	Provider
amlodipine-valsartan (EXFORGE)	10-320 mg per tablet	Take 1 tablet by mouth daily, 10-320-25 mg			Yes	Historical Provider, MD
aspirin/ibuprofen (FARXIGA)	10 mg Tablet	Take 10 mg by mouth daily.			Yes	Historical Provider, MD
glipizide (GLUCOTROL)	10 MG tablet	Take 10 mg by mouth 2 (two) times daily before meals.			Yes	Historical Provider, MD
metformin (GLUCOPHAGE)	1000 MG tablet	Take 1,000 mg by mouth 2 (two) times daily with meals.			Yes	Historical Provider, MD
oxycodone-acetaminophen (PERCOCET)	10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for pain.			Yes	Historical Provider, MD
pioglitazone (ACTOS)	30 MG tablet	Take 30 mg by mouth daily.			Yes	Historical Provider, MD

History

Marital Status:	Married
Spouse Name:	N/A
Number of Children:	N/A
Years of Education:	N/A

Smoking status:	Never Smoker
Smokeless tobacco:	Never Used
Alcohol Use:	No
Drug Use:	No
Sexual Activity:	Yes
Partners:	Female

None

None

Memorial

HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

History & Physical Notes (continued)

H&P by McConnell, Leslie A at 6/5/2015 11:06 AM (continued)

History reviewed. No pertinent family history.

Review of Systems

Constitutional: Negative.

Respiratory: Negative.

Cardiovascular: Negative.

BP 118/73 | Pulse 95 | Temp(Src) 36.2 °C (97.2 °F) (Oral) | Resp 12 | Ht [REDACTED] | Wt [REDACTED]
8.3 oz) | BMI 42.93 kg/m2 | SpO2 99%

Physical Exam

Constitutional: He is oriented to person, place, and time. He appears well-developed and well-nourished.

Cardiovascular: Normal rate and regular rhythm.

Pulmonary/Chest: Effort normal and breath sounds normal.

Neurological: He is alert and oriented to person, place, and time.

Right Ankle Exam

Comments: Evaluation of his right lower extremity reveals a posterior short leg splint in place. He can flex/extend toes on command. Capillary refill less than 2 sec.

Labs:

Recent Results (from the past 24 hour(s))

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/05/15 9:12 AM

Result	Value	Ref Range
Glucose, Fingerstick	124 (*)	75 - 110 mg/dl

Imaging:

No results found.

ECG:

Ekg 12 Lead

5/15/2015 Ventricular Rate 90 BPM Atrial Rate 90 BPM P-R Interval 162 ms QRS Duration 94 ms Q-T Interval 346 ms QTC Calculation(Bezet) 423 ms Calculated P Axis 25 degrees Calculated R Axis -23 degrees Calculated T Axis 52 degrees Diagnosis Line Normal sinus rhythm Normal ECG Confirmed by GOODMAN, MD, LLOYD S. (215) on 5/15/2015 11:09:07 PM

Right Achilles rupture

Right lower extremity retained hardware

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Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

History & Physical Notes (continued)

H&P by McConnell, Leslie A at 6/5/2015 11:00 AM (continued)

Recommendation for Mr. Padgett at this time is to proceed with hardware removal and Achilles reconstruction of his right Achilles tendon. He understands that he'll be nonweightbearing postoperatively and we will keep him in the hospital for pain control. We have also recommended inpatient rehabilitation as he recovers from this Achilles reconstruction.

Communication: I examined the patient and reviewed the chart. I discussed the patient's status and plan of care with Patient, Family and Attending Physician

Coding

Leslie A McConnell
6/5/2015 / 11:00 AM

Electronically signed by Prather, John, MD on 6/8/2015 4:42 PM

Consult Notes

Consults by Novack, Steven J, MD at 6/8/2015 10:30 AM

Version: 1 of 1

Author: Novack, Steven J, MD	Service: (none)	Author Type: Physician
Filed: 6/8/2015 10:45 AM	Note Time: 6/8/2015 10:30 AM	Status: Signed
Editor: Novack, Steven J, MD (Physician)		

Consult Orders

1. Rehab medicine consult [14215010] ordered by McConnell, Leslie A at 06/05/15 1420

Memorial

H e a l T H

University Medical Center
Consult Note

Patient Name: PERRY FRANK Padgett Jr. Admission Date/Time: 6/5/2015 8:12 AM

Age/Race/Sex: [REDACTED]

MRN#: [REDACTED]

DOB: [REDACTED]

Attending Provider: John Prather, MD

Patient's PCP: Malcolm Horry

Date of Consult: 6/8/2015

Consulting Provider: Steven J Novack, MD

Reason for Consult:

No chief complaint on file.
rt leg pain

History of Present Illness

Generated by ANDERSON, HEATHER at 9/12/17 9:53 AM

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HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/8/2015

Consult Notes (continued)

Consults by Novack, Steven J, MD on 6/8/2015 10:30 AM (continued)

Version 1 of 1

Mr. Padgett is a very nice 48-year-old male who s/p RT Achilles surgery 6/5/15. He is 2 weeks postop from his right Achilles reconstruction. Unfortunately, sustained another Achilles rupture on weightbearing postoperatively. He has had difficulty with pain control over the past couple weeks as well. He is s/p hardware removal and RT Achilles reconstruction.

Past Medical History

Diagnosis	Date
Diabetes mellitus	
TYPE 2	
Hypertension	

- Diabetes mellitus
- TYPE 2
- Hypertension

Past Surgical History

Procedure	Laterality	Date
Cholecystectomy		
Ankle surgery	Left	
6 SURGERIES		
Toe amputation	Left	
GREAT TOE		
Achilles tendon surgery	Right	

- Cholecystectomy
- Ankle surgery
- 6 SURGERIES
- Toe amputation
- GREAT TOE
- Achilles tendon surgery

Left
Left
Right

No Known Allergies

Prior to Admission medications

Medication	Dose	Start Date	End Date	Take	Authorizing Provider
amlodipine-valsartan	Take 1 tablet by mouth daily. 16-320.			Yes	Historical Provider, MD
(EXFORGE) 16-320 mg per tablet	25 mg				
dapagliflozin (FARXIGA) 10 mg Tablet	Take 10 mg by mouth daily.			Yes	Historical Provider, MD
glipizide (GLUCOTROL) 10 MG tablet	Take 10 mg by mouth 2 (two) times daily before meals.			Yes	Historical Provider, MD
metFORMIN (GLUCOPHAGE) 1000 MG tablet	Take 1,000 mg by mouth 2 (two) times daily with meals.			Yes	Historical Provider, MD
oxycodone	Take 1 tablet by mouth every 4 (four) hours as needed for Pain.			Yes	Historical Provider, MD
acetaminophen (PERCOCET) 10-325 mg per hour as needed for Pain.					
pioglitazone (ACTOS) 30 MG tablet	Take 30 mg by mouth daily.			Yes	Historical Provider, MD

History reviewed. No pertinent family history.

SOCIAL HX:

Lives with family in house; Ambulates without AD; does drive a car; currently employed; Self-care with

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PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Consult Notes (continued)

Consults by Novack, Steven J, MD at 6/8/2015 10:30 AM (continued)
ADL's; Never smoker, Alcohol: none and Recreational drug use: none

Version 1 of 1

Review of Systems - Negative except pain and numbness RT lower extremity

BP 116/66 | Pulse 87 | Temp(Src) 36 °C (96.8 °F) (Oral) | Resp 16 | Ht 1.93 m (6' 3.98") | Wt 159.9 kg (352 lb 8.3 oz) | BMI 42.93 kg/m2 | SpO2 96%

Const: Appears stated for age, no evidence of distress/discomfort.

Head: Normocephalic, Atraumatic.

Eyes: Pupils equal and round, lids and conjunctivae reveal no gross abnormality

Neck: No JVD, AROM

Heart: S1 and S2 present, Negative murmurs, Positive edema

Lungs: Bil CTA, no wheezes, crackles, rhonchi, normal respiratory effort

Abd: positive bowel sounds, nontender, nondistended, Positive obese, soft.

Rehabilitation Status- Neuro/Psych: Alert and Oriented to time, place and person, Answers questions appropriately, Follows commands, Affect appropriate to environment

Musc: ROM- LUENormal

RUE Normal

LLE Normal

RLE Decreased

Strength LUE: 5/5 Left hand grasps: 5/5

RUE: 5/5 Right hand grasps: 5/5

LLE: 5/5

RLE: 4/5

no apparent muscle wasting. positive tenderness to palpation to RTleg

Skin: Warm, Dry, except RT lower extremity splinted, + decreased sensation toes rt

Labs:

Recent Results (from the past 48 hour(s))

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/06/15 11:39 AM

Result	Value	Ref Range
Glucose, Fingerslick	154 (*)	75 - 110 mg/dl

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/06/15 3:15 PM

Result	Value	Ref Range
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Health

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Consult Notes (continued)

Consults by Novack, Steven J, MD at 6/8/2015 10:30 AM (continued)

Version: 1 of 1

Glucose, Fingerstick 126 (*) 75 - 110 mg/dl

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/07/15 7:53 AM

Result	Value	Ref Range
Glucose, Fingerstick	163 (*)	75 - 110 mg/dl

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/07/15 11:49 AM

Result	Value	Ref Range
Glucose, Fingerstick	127 (*)	75 - 110 mg/dl

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/07/15 3:41 PM

Result	Value	Ref Range
Glucose, Fingerstick	128 (*)	75 - 110 mg/dl

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/07/15 9:15 PM

Result	Value	Ref Range
Glucose, Fingerstick	95	75 - 110 mg/dl

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/08/15 7:48 AM

Result	Value	Ref Range
Glucose, Fingerstick	104	75 - 110 mg/dl

Lab Results

Component	Value	Date
WHITEBLCOUNT	13.4*	6/6/2015
HGB	13.1*	6/6/2015
HCT	39.9*	6/6/2015
MCV	88.1	6/6/2015
PLT	325	6/6/2015

Lab Results

Component	Value	Date
K	4.1	5/15/2015
AGEGFR	48	5/15/2015
ANIONGAP	15.5	5/15/2015
BUN	12.0	5/15/2015
CALCIUM	10.8*	5/15/2015
CL	89	5/15/2015
CO2	28	5/15/2015
CREATININE	0.53	5/15/2015

Memorial

HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.

MRN: [REDACTED]

DOB: [REDACTED]

Acct #: [REDACTED]

Adm: 6/5/2015, D/C: 6/9/2015

Consult Notes (continued)

Consults by Novack, Steven J, MD of 6/8/2015 10:30 AM (continued)

Version 1 of 1

GENDERFORGF 0.000	5/15/2015
R	
GFRAA 2D1*	5/15/2015
GFRNOTAA 166*	5/15/2015
GLU 105	5/15/2015
NA 138	5/15/2015

No results found for this basename: LABINR, LABPROT

Imaging:

No results found.

Active Problems:

Pain in joint, lower leg

Pt is a good inpatient rehab candidate requiring minimum 3 hours of therapy 5-7 days per week. Pt is high risk for skin breakdown, atelectasis and DVT/PE due to immobility. Pt is high risk for falls. Continue current therapy. Pt needs rehab to maximize functional levels to expedite discharge home. Discharge to inpatient rehab when cleared by MD's/SX/CM. Rehab referral team with assess if need for precertification.

Electronically signed by

Steven J Novack, MD 6/8/2015 10:31 AM

Electronically signed by Novack, Steven J, MD on 6/8/2015 10:45 AM

Memorial

HEALTH

University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Operative Notes

Op Note by Prather, John, MD at 6/5/2015 1:13 PM

Version 2 of 2

Author: Prather, John, MD

Service: Surgery

Author Type: Physician

File: 6/17/2015 11:26 AM

Note Time: 6/5/2015 1:13 PM

Status: Addendum

Editor: Prather, John, MD (Physician)

Related Notes: Original Note by Prather, John, MD (Physician) filed at 6/5/2015 1:16 PM

Operative Note

Surgery Date: 6/5/2015

Preop Diagnosis: RIGHT ACHILLES RUPTURE, RIGHT LOWER EXTREMITY RETAINED HARDWARE

Postop Diagnosis: Post-Op Diagnosis Codes:

* Nontraumatic rupture of Achilles tendon [727.67]

Procedure(s) (LRB):

RIGHT ACHILLES RECONSTRUCTION (Right)

Right calcaneus hardware removal

* Diagnosis form incomplete *

Surgeon(s) and Role:

* John Prather, MD - Primary

Assistant(s): Circulator: Alison Wheeler, RN

Physician Assistant: Leslie A McConnell

Scrub Person: Julia C Sugden

Procedure Summary

Anesthesia: General

Estimated Blood Loss: less than 50 mL

Drains: None

Specimens: * No specimens in log *

Implants:

Implant Name	Type	Inv. Item	Serial No.	Manufacturer	Lot No.	LRB	No. Used	Action
biocomposite achilles speedbridge			AR-8928BC-CP	ARTHREX INC	1427387	Right	1	Implanted

Procedure Detail

Findings:

Achilles tendon rerupture

Procedure Description:

The procedure as well as the risks, benefits, and alternatives of and to the procedure were discussed with the patient. Risks include infection, excessive bleeding, damage to nerves and blood vessels, the need for reoperation, and/or making the condition worse. Risks also include those carried by anesthesia including heart attack, stroke, and death.

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Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Operative Notes (continued)

Op Note by Prather, John, MD at 6/5/2015 1:13 PM (continued)
Procedure

Version 2 of 2

After informed consent was obtained and the appropriate surgical site was signed the patient was taken to the operating room where the extremity was prepped and draped in a sterile fashion. All bony prominences were padded. Preoperative antibiotics were given. No DVT prophylaxis was indicated. A timeout was called and recorded.

A midline incision was made through the previously made surgical incision. This was extended slightly proximally. The Achilles tendon was noted to have ruptured. The suture broke away from the suture anchors. The 2 distal 4.75 mm knotless suture anchors were removed. The proximal 5.5 suture anchor was left in place. The wound was debrided and copiously irrigated. The distal extent of the Achilles tendon was freshened with a blade.

2 new 4.75 mm anchors were placed proximally. Krakow sutures were used to fixate the Achilles tendon. 24.75 knotless anchors were then placed distally in the strands of the proximal row were crossed and placed into the knotless anchors. His provided good fixation. The free FiberWire in each of the proximal 4.75 mm suture anchors and the distal knotless anchors were used to reinforce the fixation. Tourniquet was released hemostasis was achieved wound was copiously irrigated. A sterile dressing was applied in a bivalve cast was placed with the ankle in maximal plantarflexion and a large heel was added to the cast.

Complications: none

Electronically signed:
John Prather, MD
6/5/2015 / 1:13 PM

Please note the debridement refers to excisional debridement of the tendon (subcutaneous tissue).

Electronically signed by Prather, John, MD on 6/17/2015 11:26 AM

Op Note by Prather, John, MD at 6/5/2015 1:13 PM

Version 1 of 2

Author: Prather, John, MD Service: Surgery Author Type: Physician
Filed: 6/5/2015 1:16 PM Note Time: 6/5/2015 1:13 PM Status: Signed
Editor: Prather, John, MD (Physician)
Related Notes: Addendum by Prather, John, MD (Physician) filed at 6/17/2015 11:26 AM

Operative Note

Surgery Date: 6/5/2015

Preop Diagnosis: RIGHT ACHILLES RUPTURE, RIGHT LOWER EXTREMITY RETAINED HARDWARE

Postop Diagnosis: Post-Op Diagnosis Codes:
* Nontraumatic rupture of Achilles tendon [727.67]

Procedure(s) (LRB):
RIGHT ACHILLES RECONSTRUCTION (Right)
Right calcaneus hardware removal
* Diagnosis form Incomplete *

Surgeon(s) and Role:
* John Prather, MD - Primary

Assistant(s): Circulator: Allison Wheeler, RN
Physician Assistant: Leslie A McConnell

Generated by ANDERSON, HEATHER at 9/12/17 9:53 AM

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Memorial
H E A L T H
University Medical Center

Memorial Health University Medical
Center Revenue Location
Abstract of Health Report

PADGETT, PERRY FRANK JR.
MRN: [REDACTED]
DOB: [REDACTED]
Acct #: [REDACTED]
Adm: 6/5/2015, D/C: 6/9/2015

Operative Notes (continued)

Op Note by Prather, John, MD at 6/5/2015 1:13 PM (continued)
Scrub Person: Julia C Sugden

Version 1 of 2

Procedure Summary

Anesthesia: General

Estimated Blood Loss: less than 50 mL

Drains: None

Specimens: * No specimens in log *

Implants:

Implant Name	Type	Inv. Item	Serial No.	Manufacturer	Lot No.	LRB	No. Used	Action
biocomposite achilles speedbridge			AR-8928BC-CP	ARTHREX INC	1427387	Right	1	Implanted

Procedure Detail

Findings:

Achilles tendon rerupture

Procedure Description:

The procedure as well as the risks, benefits, and alternatives of and to the procedure were discussed with the patient. Risks include infection, excessive bleeding, damage to nerves and blood vessels, the need for reoperation, and/or making the condition worse. Risks also include those carried by anesthesia including heart attack, stroke, and death.

Procedure

After informed consent was obtained and the appropriate surgical site was signed the patient was taken to the operating room where the extremity was prepped and draped in a sterile fashion. All bony prominences were padded. Preoperative antibiotics were given. No DVT prophylaxis was indicated. A timeout was called and recorded.

A midline incision was made through the previously made surgical incision. This was extended slightly proximally. The Achilles tendon was noted to have reruptured. The suture broke away from the suture anchors. The 2 distal 4.75 mm knotless suture anchors were removed. The proximal 5.5 suture anchor was left in place. The wound was debrided and copiously irrigated. The distal extent of the Achilles tendon was freshened with a blade.

2 new 4.75 mm anchors were placed proximally. Krakow sutures were used to fixate the Achilles tendon. 24.75 knotless anchors were then placed distally in the strands of the proximal row were crossed and placed into the knotless anchors. His provided good fixation. The free FiberWire in each of the proximal 4.75 mm suture anchors and the distal knotless anchors were used to reinforce the fixation. Tourniquet was released hemostasis was achieved wound was copiously irrigated. A sterile dressing was applied in a bivalve cast was placed with the ankle in maximal plantarflexion and a large heel was added to the cast.

Complications: none

Electronically signed:
John Prather, MD
6/5/2015 / 1:13 PM

Padgett, Perry Frank Jr. (MR # 30195729)

Page 1 of 3

Op Note by Prather, John, MD at 5/3/2017 12:32 PM

Author: Prather, John, MD

Service: Orthopedics

Author Type: Physician

Filed: 5/3/2017 12:39 PM

Note Time: 5/3/2017 12:32 PM

Status: Signed

Editor: Prather, John, MD (Physician)

Operative Note

Patient Name: Perry Frank Padgett Jr.

DOB: [REDACTED]

MRN# [REDACTED]

Surgery Date: 5/3/2017

Preop Diagnosis: Pre-Op Diagnosis Codes:

- * Achilles tendon contracture, right [M67.01]
- * Unspecified disorder of synovium and tendon, right ankle and foot [M67.971]
- * Osteoarthritis of right hindfoot [M19.071]

Post-Op Diagnosis Codes:

- * Achilles tendon contracture, right [M67.01]
- * Unspecified disorder of synovium and tendon, right ankle and foot [M67.971]
- * Osteoarthritis of right hindfoot [M19.071]

Procedure(s) (LRB):

Right hindfoot fusion nail (ankle and subtalar arthrodesis)

Surgeon(s) and Role:

- * Prather, John, MD - Primary

Assistant(s): Circulator: Kirby, Leeann E, RN; Reyes, Rae D, RN

Physician Assistant: MCCONNELL, LESLIE A

Radiology Technologist: Latham, Macey B

Scrub Person: Rahrnouri, Violet E

Procedure Summary

Anesthesia: General

Estimated Blood Loss: less than 100 mL

Drains: None

Pathology Specimens: * No specimens in log *

Non Pathology Item(s).

Implants:

Implant Name	Type	Inv. Item	Serial No.	Manufacturer	Lot No.	LRB	No. Used	Action
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Padgett, Perry Frank Jr. (MR # 30195729)

Page 2 of 3

Op Note by Prather, John, MD at 5/3/2017 12:32 PM (continued)

VALOR NAIL X-LARGE RIGHT			WRIGHT MEDICAL TECH	0211298751	Right	1	Implanted
VALOR SCREW			WRIGHT MEDICAL TECH	1584977	Right	1	Implanted
SCREW 41511500XX 5X50MM - LOG493935		SCREW 41511500XX 5X50MM	WRIGHT MEDICAL TECH	1592770	Right	1	Implanted
Valor screw 5mm L:85mm			WRIGHT MEDICAL TECH	1578198	Right	1	Implanted
Valor screw 5mm L: 100mm			WRIGHT MEDICAL TECH	1583267	Right	1	Implanted
CAP 4151- 2000-03 NAIL END VALOR - LOG493935		CAP 4151- 2000-03 NAIL END VALOR	WRIGHT MEDICAL TECH	1592653	Right	1	Implanted
SCREW 4151150045 VALOR 5X45MM - LOG493935		SCREW 4151150045 VALOR 5X45MM	WRIGHT MEDICAL TECH	1557913	Right	1	Implanted
WIRE 80-0950 K 0.62 - LOG493935		WIRE 80-0950 K 0.62	SOUTHERN ORTHOPEDICS		Right	4	Implanted
SCREW 4151150030 5X30MM - LOG493935		SCREW 4151150030 5X30MM	WRIGHT MEDICAL TECH	1572940	Right	1	Implanted

Findings:

Varus instability hindfoot

Procedure Description:

The procedure as well as the risks, benefits, and alternatives of and to the procedure were discussed with the patient. Risks include infection, excessive bleeding, damage to nerves and blood vessels, the need for reoperation, and/or making the condition worse. Risks also include those carried by anesthesia including heart attack, stroke, and death.

Procedure

After informed consent was obtained and the appropriate surgical site was signed the patient was taken to the operating room where the extremity was prepped and draped in a sterile fashion. All bony prominences were padded. Preoperative antibiotics were given. No DVT prophylaxis was indicated. A timeout was called and recorded.

An incision was made over the distal fibula just anterior towards the ankle joint and was curved distally towards the sinus Tarsi. Dissection was carried out down with care to avoid injury to the superficial peroneal nerve. The peroneal tendons were visualized posterior aspect of the distal fibula and were healthy-appearing without frank tear.

Both the ankle and subtalar joints were exposed. With the help of lamina spreaders and a Hiltnerman retractor the ankle joint was visualized. Using a combination of osteotomes curettes and Rogers close size of the joint were prepared. A 2.0 mm drill bit was used to perforate subchondral bone. A lamina spreader was then inserted into the sinus Tarsi to visualize the posterior and medial facets subtalar joint. Using osteotomes and rongeurs and curettes joint surfaces were prepared. A 2.0 mm drill bit was used to perforate subchondral bone on either side of the joint.

A 2 cm incision was made on the plantar aspect of the foot. A drill bit was passed into a good center center position in the distal tibia. This was overreamed with an entry reamer. Sequential reaming was carried out over a ball-tipped guidewire starting with a size 10 and carrying it up to a 12-1/2. An 11.5 mm x 300 mm implant was chosen. This was malleted into position. The proximal dynamic screw was filled first. Next the calcaneal dynamic screw was inserted. The compression screw was engaged through the end of the nail compressing both the subtalar and tibiotalar joints. The calcaneal and subtalar screws were placed through the drill guide. A screw was then placed in the dynamic screw hole proximally. Lastly

Padgett, Perry Frank Jr. (MR # 30195729)

Page 3 of 3

Op Note by Prather, John, MD at 5/3/2017 12:32 PM (continued)

the proximal most locking screw was placed using the perfect circle technique.

The tourniquet was released hemostasis was achieved wounds were copiously irrigated. Bone graft obtained from the reamers were packed into the sinus Tarsi and around the lateral gutter of the ankle joint. Wounds were closed in layers sterile soft dressing and short-leg splint were applied.

Complications: none

Electronically signed:
John Prather, MD
5/3/2017 / 12:32 PM

Padgett, Perry Frank Jr. (MR # 30195729)

Page 1 of 3

Discharge Summaries by Prather, John, MD at 5/7/2017 12:38 PM

Author: Prather, John, MD

Service: Orthopedics

Author Type: Physician

Filed: 5/8/2017 6:03 PM

Note Time: 5/7/2017 12:38 PM

Status: Signed

Editor: Prather, John, MD (Physician)

Memorial
Health
University Medical Center
Physician Discharge Summary

Patient Name: Perry Frank Padgett Jr.

Age/Race/Sex: [REDACTED]

DOB: [REDACTED]

MRN#: [REDACTED]

Patient's PCP: Horry, Malcolm H

Active Hospital Problems

Admit date: 5/3/2017

Discharge date: 5/7/2017 12:38 PM

Hospital LOS: 4 day(s)

Resolved Hospital Problems

Problem	Date Resolved	PCP
*Osteoarthritis of right ankle and foot	05/03/2017	Yes

Resolved Hospital Problems

Problem	Date Resolved	PCP
No resolved problems to display.		

Discharge Medication List as of 5/7/2017 9:38 AM

START taking these medications

Medication	Dosage	Instructions
oxyCODONE (OXYCONTIN) 20 mg 12 hr tablet	Take 1 tablet (20 mg total) by mouth every 12 (twelve) hours., Starting 5/4/2017, Until Discontinued, Print	

Medication	Dosage	Instructions
II oxyCODONE-acetaminophen (PERCOCET) 10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for Pain., Starting 5/4/2017, Until Discontinued, Print	

II - Potential duplicate medications found. Please discuss with provider.

CONTINUE these medications which have NOT CHANGED

Medication	Dosage	Instructions
amLODIPine-valsartan-hcthlazid (EXFORGE HCT) 10-320-25 mg Tablet	Take by mouth daily., Until Discontinued, Historical Med	
carisoprodol (SOMA) 350 MG tablet	Take 350 mg by mouth nightly., Until Discontinued, Historical Med	
dapagliflozin (FARXIGA) 10 mg Tablet	Take 10 mg by mouth daily., Until Discontinued, Historical Med	
glipizIDE (GLUCOTROL) 10 MG tablet	Take 10 mg by mouth 2 (two) times daily before meals., Until Discontinued, Historical Med	

Padgett, Perry Frank Jr. (MR # 30195729)

Page 2 of 3

Discharge Summaries by Prather, John, MD at 5/7/2017 12:38 PM (continued)

HYDROMORPHONE (DILAUDID) 2 MG tablet	Take 1 tablet (2 mg total) by mouth every 4 (four) hours as needed (PRN breakthrough pain), Starting 6/9/2015, Until Discontinued, Print
metFORMIN (GLUCOPHAGE) 500 MG tablet	Take 500 mg by mouth daily., Until Discontinued, Historical Med
oxyCODONE myristate (XTAMPZA ER) 9 mg capsule, sprinkle, ER 12hr tmpr	Take 9 mg by mouth every 12 (twelve) hours., Until Discontinued, Historical Med
II oxyCODONE-acetaminophen (PERCOCET) 10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for Pain., Until Discontinued, Historical Med
II oxyCODONE-acetaminophen (PERCOCET) 10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for Pain., Starting 6/9/2015, Until Discontinued, Print
pioglitazone (ACTOS) 30 MG tablet	Take 30 mg by mouth daily., Until Discontinued, Historical Med
zolpidem (AMBIEN) 10 mg tablet	Take 10 mg by mouth nightly as needed for Sleep., Until Discontinued, Historical Med
amlodipine-valsartan (EXFORGE) 10-320 mg per tablet	Take 1 tablet by mouth daily. 10-320-25 mg, Until Discontinued, Historical Med
ondansetron (ZOFran) 4 MG tablet	Take 1 tablet (4 mg total) by mouth every 8 (eight) hours as needed for Nausea., Starting 6/9/2015, Until Discontinued, Print

II - Potential duplicate medications found. Please discuss with provider.

Discharge Summary

Current Providers as of 4/28/2017

PCP: Horry, Malcolm H

Referring Provider: Horry, Malcolm H, starting on Wed May 3, 2017 12:00 AM

Admitting Provider: Prather, John, MD, (Active)

Hospital Course:

50 WM s/p hindfoot fusion nail. Post op course complicated only by difficulty with pain control. Okay to d/c home to follow-up with me 10-14 days.

Consultations while admitted:

None

Procedures performed while admitted:

Procedure(s) (LRB):

RIGHT HINDFOOT FUSION, AND SUBTALAR, PERONEAL TENOLYSIS. (Right)

5/3/2017

Surgeon(s):

Prather, John, MD

Discharge Summary

@PROCDischarge@

Recommendations to physicians:

Code Status: No Order

Time spent in discharge process: less than 30 minutes

Electronically signed:

John Prather, MD

5/8/2017 5:59 PM

Padgett, Perry Frank Jr. (MR # 30195729)

Page 3 of 3

Discharge Summaries by Prather, John, MD at 5/7/2017 12:38 PM (continued)



Imaging Specialists

1241 Woodland Avenue Mt. Pleasant, SC 29464 Phone: 843-881-4020 Fax: 843-881-7515

PATIENT NAME: PERRY, Frank PADGETT JR.
GENDER: Male
EXAM DATE: 01/23/2017
MRN: [REDACTED]
DATE OF BIRTH: [REDACTED]
REFERRING DR: PRATHER, JOHN
CC:

CONTRAST: OMNI 3cc, MAG 0.5cc

PROCEDURE: RIGHT ANKLE MRI ARTHROGRAM

INDICATIONS:

Right ankle pain. Decreased range of motion. Multiple prior surgeries for Achilles tendon tearing.

TECHNIQUE:

After written and verbal consent was obtained the patient was placed supine. With imaging guidance an appropriate area for skin puncture was marked. This area was prepped and draped in standard sterile fashion. Local anesthesia was achieved with fourcc 1% lidocaine. A 22-gauge hypodermic needle was advanced to the right tibiotalar joint. Localization of the joint was made with threecc of Omnipaque 240 contrast. Approximately sevencc of dilute gadolinium contrast was injected into the right hip joint. The needle was removed. The patient tolerated the procedure well. Eight views were obtained.

COMPARISON:

None.

FINDINGS:

The obtained images demonstrate a subacute to chronic medial talar dome fracture. There is edema and deformity articular surface noted. The osseous structures otherwise appear intact. Spurring of calcaneus adjacent to the plantar fascia.

Dilute gadolinium contrast within the tibiotalar joint is identified. No discrete loose body is detected. No extension of contrast into the peroneal tendon sheath. The anterior and posterior talofibular ligaments appear intact. Sprain involving the calcaneofibular ligament is noted without definite tearing. Deltoid ligament appears intact.



Imaging Specialists

1241 Woodland Avenue Mt. Pleasant, SC, 29464 Phone: 843-881-4020 Fax 843-881-7515

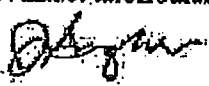
PATIENT NAME: PERRY, Frank PADGETT JR
GENDER: Male
EXAM DATE: 01/23/2017
MRN: [REDACTED]
DATE OF BIRTH: [REDACTED]
REFERRING DR: PRATHER, JOHN
CC:

CONTRAST: OMNI 3cc, MAG 0.5cc

Achilles tendon is significantly thickened measuring approximately 2.7 cm anteroposteriorly at the level of its insertion. It is diffusely hypointense with postoperative changes identified including multiple anchoring screws within adjacent calcaneus. No definite evidence for tearing. Imaging obtained along the course of the mid to lower calf demonstrate no definite tearing of the gastrocnemius tendon.

CONCLUSION:

1. Evidence of Achilles tendon repair with significantly thickened appearance. No definite re-tearing.
2. Subacute to chronic medial talar dome fracture.
3. Intact talofibular and deltoid ligaments. Sprain of the calcaneofibular ligament.


Joseph L. Gagliardi, MD

01/23/2017 03:53 PM

3.0 Tesla
MRI
at Belfair

18 Clarks Summit Drive • Bluffton, SC 29910
(843) 815-9700 • Fax (843) 815-9701

Patient Name: PADGETT, FRANKIE

Date of Exam: 5/18/2015

Referring Physician: Dr. John Thomas Prather

DOB: [REDACTED]

Indication: Right Achilles pain after injury 5/6/2015.

Equipment: 3.0T GE Discovery MR750w 32-channel ultra-short/wide bore MRI scanner with Silent Scan

MRI OF THE RIGHT ANKLE (73721): Sagittal short TR, long TR/long TE, and long TR/short TE fat-suppressed images were performed. In addition, axial long TR/variable echo images were obtained.

There is marrow edema seen involving the posterior half of the calcaneus. No fracture line is seen. There are prominent posterior and plantar calcaneal spurs seen. There is mild increased signal and thickening seen within the adjacent plantar fascia.

There is a very small amount of fluid seen within the joint.

There is disruption of the Achilles tendon seen approximately 2 cm proximal to its insertion adjacent to the superior margin of the calcaneus. This is seen with a 2 cm tendinous gap, which is fluid-filled. There is mild adjacent soft tissue edema.

The flexor hallucis longus, flexor digitorum longus, tibialis anterior/posterior and peroneal tendons are normal in signal intensity and morphology.

The anterior/posterior talofibular and calcaneofibular ligaments appear intact.

The articular cartilage is grossly intact.

IMPRESSION:

1. There is Achilles tendon rupture with a 2 cm tendinous gap. There is adjacent soft tissue edema.
2. Marrow edema noted involving the posterior half of the calcaneus, which may be stress related in nature. No fracture line is seen. Radiographic correlation is recommended.
3. There is a prominent plantar calcaneal spur seen with minimal plantar fasciitis.
4. Very small ankle joint effusion.
5. Otherwise, unremarkable MRI of the ankle.

Electronically Signed by Thomas Knight, MD on 5/18/2015 9:03 PM

CC: One Call Diagnostics

A. Joseph Borelli, Jr., MD

President & Medical Director



Thomas Knight, MD

ROA-190



18 Clarks Summit Drive • Bluffton, SC 29910
(843) 815-9700 • Fax (843) 815-9701

Patient Name: PADGETT, FRANKIE

Date of Exam: 5/29/2015

Referring Physician: Dr. John Thomas Prather

DOB: [REDACTED]

Indication: Right Achilles pain after pop 2 days ago. Patient with history of Achilles surgery 1-1/2 weeks ago.

Comparison: Reference is made to prior study dated 5/18/2015.

Equipment: 3.0T GE Discovery MR750w 32-channel ultra-short/wide bore MRI scanner with Silent Scan

MRI OF THE RIGHT ANKLE (73721): Sagittal short TR, long TR/long TE, and long TR/short TE fat suppressed, and axial variable echo long TR images were obtained.

There is marrow edema again seen within the posterior half of the calcaneus. There is post surgical hardware seen. There is a plantar calcaneal spur again seen with mild increased signal in the adjacent plantar fascia.

There is a very small amount of fluid seen within the joint.

The Achilles tendon is completely torn near its insertion and retracted 2.3 cm. There is marked adjacent soft tissue edema seen.

The flexor hallucis longus, flexor digitorum longus, tibialis anterior/posterior and peroneal tendons are normal in signal intensity and morphology.

The anterior/posterior talofibular and calcaneofibular ligaments appear intact.

IMPRESSION:

1. There is re-rupture of the Achilles tendon near its distal attachment with a 2.3 cm gap. There is adjacent soft tissue edema.
2. There is marrow edema and postsurgical change noted within the posterior half of the calcaneus.
3. Prominent plantar calcaneal spur again seen with minimal plantar fasciitis.
4. Very small ankle joint effusion.

Electronically Signed by Thomas Knight, MD on 5/31/2015 1:23 PM

cc: One Call Diagnostics

A. Joseph Borelli, Jr., MD
President & Medical Director



Thomas Knight, MD

ROA-191



18 Clarks Summit Drive • Bluffton, SC 29910
(843) 815-9700 • Fax (843) 815-9701

Patient Name: PADGETT, FRANKIE

Date of Exam: 10/19/2015

Referring Physician: Dr. John Thomas Prather

DOB: [REDACTED]

Indication: Injury of right Achilles after surgery. Patient with history of Achilles tendon reconstruction 6/5/2015.

Comparison: Reference is made to prior study dated 5/29/2015.

Equipment: 3.0T GE Discovery MR750w 32-channel ultra-short/wide bore MRI scanner with Silent Scan

MRI OF THE RIGHT ANKLE (73721): Sagittal short TR and STIR, coronal and axial variable echo long TR images were obtained.

There are postsurgical changes seen within the posterior calcaneus without marrow signal abnormality. There is a plantar calcaneal spur again noted with mild increased signal and thickening of the adjacent plantar fascia.

There is a very small amount of fluid seen within the joint. There is an 8 mm fluid collection noted just lateral to the talonavicular joint. This is seen on series 4 image 20.

The flexor hallucis longus, flexor digitorum longus, tibialis anterior/posterior and peroneal tendons are normal in signal intensity and morphology.

There is postsurgical thickening of the distal Achilles tendon. There is very mild increased signal seen distally without full-thickness tear.

The anterior/posterior talofibular and calcaneofibular ligaments appear intact.

IMPRESSION:

1. There is postsurgical change noted of the Achilles tendon. There is very mild increased signal seen within the distal tendon which may represent recurrent sprain/low grade partial tear. No full-thickness tear is seen.
2. Plantar calcaneal spur again seen with minimal plantar fasciitis.
3. Small ankle joint effusion.
4. Small ganglion cyst noted along the lateral aspect of the talonavicular joint.
5. Otherwise, unremarkable MRI of the ankle.

Electronically Signed by Thomas Knight, MD on 10/23/2015 10:50 AM

cc: One Call Diagnostics

A. Joseph Borelli, Jr., MD
President & Medical Director



Thomas Knight, MD

ROA-192



18 Clarks Summit Drive • Bluffton, SC 29910
(843) 815-9700 • Fax (843) 815-9701

Patient Name: PADGETT, FRANKIE

Date of Exam: 4/7/2016

Referring Physician: Dr. John Thomas Prather

DOB: [REDACTED]

Indication: Persistent right Achilles pain.

Comparison: Reference is made to prior study dated 10/19/2015.

Equipment: 3.0T GE Discovery MR750w 32-channel ultra-short/wide bore MRI scanner with Silent Scan

MRI OF THE RIGHT ANKLE (73721): Sagittal short TR, long TR/long TE, and long TR/short TE fat suppressed, and axial variable echo long TR images were obtained.

There are postsurgical changes again seen within the posterior calcaneus. There is a plantar calcaneal spur seen without marrow edema. There is minimal increased signal and mild thickening noted of the adjacent plantar fascia (which is slightly decreased in signal intensity compared with previous).

There is a very small amount of fluid again seen within the joint. There is an 8 mm fluid signal mass seen just lateral to the talonavicular joint. This is stable when compared with previous.

The flexor hallucis longus, flexor digitorum longus, tibialis anterior/posterior and peroneal tendons are normal in signal intensity and morphology.

There is postsurgical thickening of the distal Achilles tendon again seen. No new signal abnormality is seen to suggest tear.

The anterior/posterior talofibular and calcaneofibular ligaments appear intact.

IMPRESSION:

1. When compared with the prior study, there is postsurgical change again seen within the Achilles tendon with no evidence of recurrent tear.
2. Very small joint effusion again seen.
3. Small talonavicular ganglion cyst again noted.
4. Plantar calcaneal spur with minimal plantar fasciitis again seen, slightly decreased in severity when compared with previous.
5. Otherwise, unremarkable MRI of the ankle.

Electronically Signed by Thomas Knight, MD on 4/8/2016 1:33 PM

Cc: One Call Diagnostics

A. Joseph Borelli, Jr., MD
President & Medical Director



Thomas Knight, MD

ROA-193

PATIENT NAME: PADGETT, PERRY FRANK # 73302165
DOB: [REDACTED]
PROVIDER: Leslie McConnell, PA-C
DATE: 5/12/2017



ESTABLISHED PATIENT VISIT

DATE OF SURGERY: 05/03/2017

PROCEDURE: Right hindfoot fusion.

HISTORY OF PRESENT ILLNESS: Mr. Padgett is here today for a wound check. He is 9 days out from his procedure.

PHYSICAL EXAM:

EXTREMITY: Evaluation of his right lower extremity reveals nicely healing surgical incisions with staples in place. There is no surrounding erythema, drainage, or fluctuance. No evidence of fluid accumulation. He is neurovascularly intact distally.

IMPRESSION: Postop followup.

PLAN: Recommendation for Mr. Padgett is to place him in a nonweightbearing short leg cast. We have given him additional OxyContin 20 mg and we would like for him to follow up with us next week for staple removal.

A handwritten signature in cursive script, reading "Leslie McConnell", is written over a horizontal line.

Leslie McConnell, PA-C
LM/5461/7298570

Orthopaedic Follow-up Patient Survey

New problem/s: _____
(CC/Location)

- | Treatment | Has this helped? | |
|--|----------------------------|----------------------------|
| ☒ Surgery | ☐ Y | ☐ N |
| ☐ Anti-inflammatories | ☐ Y | ☐ N |
| ☐ Narcotics | ☐ Y | ☐ N |
| ☐ Brace/Cast | ☐ Y | ☐ N |
| ☐ Physical Therapy | ☐ Y | ☐ N |
| ☐ Injection | ☐ Y | ☐ N |

Date: 5-12-17

Follow Up Form

Printed on 05/18/2017 at 08:45 AM

PADGETT, PERRY (██████████)

VISIT: 05/18/2017 08:45 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Ankle Date: 05/18/2017 08:45 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

NONE Date: 05/18/2017 08:45 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Same Date: 05/18/2017 08:45 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

Date: 05/18/2017 08:45 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Severe Date: 05/18/2017 08:45 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

Anti-Inflammatories, Pain Medications Date: 05/18/2017 08:45 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

Pain, Swelling Date: 05/18/2017 08:45 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 05/18/2017 08:45 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 05/18/2017 08:45 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

74 Date: 05/18/2017 08:45 AM

Weight

Enter your Weight in pounds

350 Date: 05/18/2017 08:45 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

NONE Date: 05/18/2017 08:45 AM

Visit Information

Patient

PADGETT, PERRY

Visit

05/18/2017 08:45 AM - Pooler Office

Follow Up Form

Printed on 05/18/2017 at 10:25 AM

PADGETT, PERRY [REDACTED]

VISIT: 05/18/2017 10:25 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Foot Date: 05/18/2017 10:25 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

NONE Date: 05/18/2017 10:25 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Same Date: 05/18/2017 10:25 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

Date: 05/18/2017 10:25 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Extreme Date: 05/18/2017 10:25 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

Surgery, Pain Medications, Splint/ Cast/ Brace, NONE Date: 05/18/2017 10:25 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

Numbness, Pain, Swelling, Tingling, Weakness Date: 05/18/2017 10:25 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 05/18/2017 10:25 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 05/18/2017 10:25 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

36 Date: 05/18/2017 10:25 AM

Weight

Enter your Weight in pounds

360 Date: 05/18/2017 10:25 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

NONE Date: 05/18/2017 10:25 AM

Visit Information

Patient

PADGETT, PERRY- [REDACTED]

Visit

05/18/2017 10:25 AM - Paulsen Building A Floor 1

Follow Up Form

Printed on 06/05/2017 at 08:26 AM

PADGETT, PERRY [REDACTED]

VISIT: 06/05/2017 08:26 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Foot Date: 06/05/2017 08:26 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

Ankle Date: 06/05/2017 08:26 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Same Date: 06/05/2017 08:26 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

Date: 06/05/2017 08:26 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Extreme Date: 06/05/2017 08:26 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

NONE Date: 06/05/2017 08:26 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

None Date: 06/05/2017 08:26 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 06/05/2017 08:26 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 06/05/2017 08:26 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

36 Date: 06/05/2017 08:26 AM

Weight

Enter your Weight in pounds

126 Date: 06/05/2017 08:26 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

Fever, NONE Date: 06/05/2017 08:26 AM

Visit Information

Patient

PADGETT, PERRY [REDACTED]

Visit

06/05/2017 08:26 AM - Paulsen Building A Floor 1

PATIENT NAME: PADGETT, PERRY FRANK # 73302165
DOB: [REDACTED]
PHYSICIAN: John T. Prather, M.D.
DATE: 6/5/2017



RADIOLOGY REPORT

X-RAYS: Radiographic exam right ankle, 3 views, AP, lateral, and mortise, obtained today and reviewed by me reveals TTC fusion nail in good position. The subtalar screw has backed out.

A handwritten signature in black ink, appearing to read 'J. T. Prather', is written over a horizontal line.

J. T. Prather, M.D.
JTP/5461/7381704

Follow Up Form

Printed on 06/12/2017 at 08:46 AM

PADGETT, PERRY

VISIT: 06/12/2017 08:46 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Foot Date: 06/12/2017 08:46 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

Foot Date: 06/12/2017 08:46 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Same Date: 06/12/2017 08:46 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

Date: 06/12/2017 08:46 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Extreme Date: 06/12/2017 08:46 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

NONE Date: 06/12/2017 08:46 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

None Date: 06/12/2017 08:46 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 06/12/2017 08:46 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 06/12/2017 08:46 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

36 Date: 06/12/2017 08:46 AM

Weight

Enter your Weight in pounds

123 Date: 06/12/2017 08:46 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

NONE Date: 06/12/2017 08:46 AM

Visit Information

Patient

PADGETT, PERRY

Visit

06/12/2017 08:46 AM - Paulsen Building A Floor 1

Follow Up Form

Printed on 07/03/2017 at 08:38 AM

PADGETT, PERRY [REDACTED]

VISIT: 07/03/2017 08:37 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Foot Date: 07/03/2017 08:37 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

NONE Date: 07/03/2017 08:37 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Same Date: 07/03/2017 08:37 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

Date: 07/03/2017 08:37 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Extreme Date: 07/03/2017 08:37 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

NONE Date: 07/03/2017 08:37 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

None Date: 07/03/2017 08:37 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 07/03/2017 08:37 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 07/03/2017 08:37 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

36 Date: 07/03/2017 08:37 AM

Weight

Enter your Weight in pounds

122 Date: 07/03/2017 08:37 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

NONE Date: 07/03/2017 08:37 AM

Visit Information

Patient

PADGETT, PERRY [REDACTED]

Visit

07/03/2017 08:37 AM - Paulsen Building A Floor 1

Name: Padgett, Perry

DOB: [REDACTED]

Chart: [REDACTED]

Age: [REDACTED] year old male

Date: 7/3/2017



WHAT MAKES YOUR SYMPTOMS WORSE? ☐ ACTIVITY ☐ EXERCISE ☐ WORK ☐ OTHER:
WHAT MAKE YOU FEEL BETTER ☐ REST ☐ HEAT ☐ ICE ☐ ELEVATION ☐ OTHER:
DO YOU HAVE ANY ONE OF THE FOLLOWING? ☐ FEVER ☐ CHILLS ☐ SWEATS
DO YOU HAVE DIFFICULTY IN CONTROLLING BOWELS OR BLADDER? ☐ YES ☐ NO
CHECK WHICH TREATMENTS YOU HAVE TRIED FOR TODAY'S PROBLEM:
☐ INJECTION ☐ BRACE ☐ THERAPY ☐ CANE/CRUTCH ☐ CHIROPRACTOR ☐ ORTHOTICS ☐ OTHER:

Medical History

•• PLEASE MARK ALL CURRENT AS WELL AS PREVIOUS ILLNESSES ••

☐ AIDS/HIV	☐ BLEEDING PROBLEMS	☐ COPD	☐ STROKE
☐ MIGRAINES	☐ EMPHYSEMA/ASTHMA	☐ HEPATITIS A, B, C	☐ POLIO
☐ ANEMIA	☐ FIBROMYALGIA	☐ OSTEOPOROSIS	☐ STOMACH PROBLEMS (ULCERS, REFLUX)
☐ ARTHRITIS	☐ HEART PROBLEMS	☐ NERVE PROBLEMS	☐ THYROID PROBLEMS
☐ DIABETES	☐ KIDNEY PROBLEMS	☐ PNEUMONIA	☐ BLOOD CLOTS (DVT, PE)
☐ EPILEPSY	☐ HIGH BLOOD PRESSURE	☐ PSYCHIATRIC DISORDER	☐ RHEUMATOID ARTHRITIS
☐ GOUT	☐ MUSCLE DISEASE	☐ DEPRESSION/ANXIETY	

CANCER (TYPE): ☐ BREAST ☐ PROSTATE ☐ LUNG ☐ THYROID ☐ MYELOMA ☐ OTHER: ☐ NONE

PLEASE LIST ALL CURRENT MEDICATIONS, SUPPLEMENTS & HERBAL REMEDIES:

☐ NONE

ARE YOU ALLERGIC TO ANY MEDICATIONS? ☐ NO ☐ YES; ANY BLOOD THINNERS? ASPIRIN PLAVIX COUMADIN NSAIDS OTHERS

PLEASE LIST:

ARE YOU ALLERGIC TO LATEX? ☐ NO ☐ YES

FALLS IN LAST YEAR? ☐ NO ☐ YES

HAVE YOU EVER HAD A REACTION TO ANESTHESIA? ☐ NO ☐ YES

EXPLAIN:

PLEASE LIST ALL PREVIOUS SURGERIES AND DATES:

☐ NONE

ARE THERE ANY ILLNESSES THAT RUN IN YOUR FAMILY? ☐ DIABETES ☐ HIGH BLOOD PRESSURE ☐ HEART DISEASE ☐ ARTHRITIS
☐ CANCER (TYPE):

SMOKING STATUS: ☐ NEVER SMOKER ☐ CURRENT EVERY DAY SMOKER ☐ CURRENT SOME DAY SMOKER ☐ HEAVY TOBACCO SMOKER

☐ LIGHT TOBACCO SMOKER ☐ SMOKER, CURRENT STATUS UNKNOWN ☐ UNKNOWN IF EVER SMOKED ☐ FORMER SMOKER

ENTER ADDITIONAL INFORMATION NEEDED IF SMOKER OR FORMER SMOKER:

DATE PATIENT STARTED SMOKING OR USING TOBACCO: _____ PACKS PER DAY: _____

DATE PATIENT QUIT SMOKING OR USING TOBACCO: _____

DO YOU DRINK ALCOHOLIC BEVERAGES? ☐ NO ☐ YES IF YES, PLEASE LIST AMOUNT AND FREQUENCY:

DO YOU USE RECREATIONAL DRUGS? ☐ NO ☐ YES IF YES, PLEASE LIST AMOUNT AND FREQUENCY:

•• PLEASE MARK ALL CURRENT OR PREVIOUS SYMPTOMS ••

☐ CHEST PAIN	☐ CONSTIPATION	☐ ABNORMAL BLEEDING	☐ ABNORMAL MENSTRUAL CYCLE
☐ COUGH	☐ COLD HANDS/FEET	☐ GROWTH DISTURBANCE	☐ INCONTINENCE OF BOWEL
☐ DEPRESSION	☐ LOSS OF APPETITE	☐ RUNNING NOSE	☐ INCONTINENCE OF URINE
☐ EAR PAIN	☐ MUSCLE WEAKNESS	☐ NUMBNESS OF FEET	☐ SLEEP DISTURBANCE
☐ FAINTING	☐ IMPOTENCE	☐ NUMBNESS OF HANDS	☐ SPUTUM PRODUCTION
☐ FEVER	☐ BALANCE PROBLEMS	☐ SHORTNESS OF BREATH	☐ VISUAL DISTURBANCE
☐ MANIA	☐ SEIZURES	☐ SORE THROAT	☐ SWELLING IN LEGS
☐ SKIN RASH	☐ SKIN ULCERS	☐ WHEEZING	☐ UNEXPLAINED WEIGHT LOSS
☐ VOMITTING	☐ STOMACH PAIN	☐ WEIGHT GAIN	☐ OTHER:

ARE YOU INDEPENDENT IN NORMAL DAILY ACTIVITIES? ☐ NO ☐ YES HAS THIS CHANGED RECENTLY? ☐ NO ☐ YES

PATIENT SIGNATURE	DATE	PHYSICIAN SIGNATURE	DATE
			7/3/17

PATIENT NAME: PADGETT, PERRY FRANK # [REDACTED]
DOB: [REDACTED]
PHYSICIAN: John T. Prather, M.D.
DATE: 7/3/2017



ESTABLISHED PATIENT VISIT

DATE OF SURGERY: 05/03/2017

PROCEDURE: Hindfoot fusion.

HISTORY OF PRESENT ILLNESS: Mr. Padgett follows up today.

PHYSICAL EXAM:

EXTREMITY: Evaluation of the right lower extremity reveals well-healed surgical incisions. He has diffuse edema. Dorsalis pedis pulse is 2+.

DIAGNOSTIC STUDIES:

X-RAYS: Radiographic exam right ankle, 3 views, AP, lateral, and mortise, obtained today and reviewed by me reveals no interval change in the positioning of the ankle fusion or the hardware.

IMPRESSION: Postop followup.

PLAN: Recommendation for Mr. Padgett is to place him back in a short leg cast nonweightbearing. We will proceed with a PET CT scan of his right ankle in 3 weeks, and he will follow up with me in 4 weeks. He is to remain on desk/seated duty.

A handwritten signature in black ink, appearing to read 'J. T. Prather', is written over a horizontal line. The signature is fluid and cursive.

J. T. Prather, M.D.
JTP/5461/7465285

PATIENT NAME: PADGETT, PERRY FRANK # [REDACTED]
DOB: [REDACTED]
PHYSICIAN: John T. Prather, M.D.
DATE: 7/3/2017



RADIOLOGY REPORT

X-RAYS: Radiographic exam right ankle, 3 views, AP, lateral, and mortise, obtained today and reviewed by me reveals no interval change in the positioning of the ankle fusion or the hardware.

A handwritten signature in black ink, appearing to read "J. T. Prather", is written over a horizontal line. The signature is fluid and cursive.

J. T. Prather, M.D.
JTP/5461/7465285

Follow Up Form

Printed on 07/11/2017 at 08:40 AM

PADGETT, PERRY

VISIT: 07/11/2017 08:40 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Foot Date: 07/11/2017 08:40 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

NONE Date: 07/11/2017 08:40 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Same Date: 07/11/2017 08:40 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

Date: 07/11/2017 08:40 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Severe Date: 07/11/2017 08:40 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

NONE Date: 07/11/2017 08:40 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

None Date: 07/11/2017 08:40 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 07/11/2017 08:40 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 07/11/2017 08:40 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

36 Date: 07/11/2017 08:40 AM

Weight

Enter your Weight in pounds

125 Date: 07/11/2017 08:40 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

NONE Date: 07/11/2017 08:40 AM

Visit Information

Patient

PADGETT, PERRY

Visit

07/11/2017 08:40 AM - Pauken Building A Floor 1

PATIENT NAME: PADGETT, PERRY FRANK # [REDACTED]
DOB: [REDACTED]
PHYSICIAN: Gerald Chai, D.O.
DATE: 07/11/2017



ESTABLISHED PATIENT VISIT

CHIEF COMPLAINT: Right ankle pain.

HISTORY OF PRESENT ILLNESS: Mr. Padgett is a very pleasant 51-year-old Caucasian male, accompanied by his wife, who presents today for a followup in regards to medication management for his persistent right ankle pain. He underwent another surgery for right hindfoot fusion with Dr. Prather and is recovering well. He states that he will have another cast put on today and he will be nonweightbearing for 4 more weeks. He is trying to control his diet, as best as he can, since he is mostly sedentary. He is stable on his current opioid regimen, which keeps his pain at a tolerable level, allowing him to be functional without side effects.

Otherwise, no changes in medical history, family history, social history, or review of systems unless stated in the history of present illness upon review of the followup form, medical record intake form and discussion with the patient.

PHYSICAL EXAMINATION:

General: Well nourished, well developed in no acute distress.
Heart: Pulses regular to palpation bilaterally.
Lungs: Non-labored breathing.
Abdomen: Soft, non-tender, non-distended.

Musculoskeletal: Right foot and ankle demonstrate well healed incisions. There is mild edema and diffuse tenderness. However, no wound dehiscence, pus, discharge or lesions. Range of motion of the ankle is restricted.

ASSESSMENT AND PLAN:

1. Right ankle pain. He underwent hindfoot fusion with Dr. Prather, recovering at this point. We will continue with medication management for now.
2. Chronic pain syndrome. Continue with OxyContin 20 mg q. 12 hours for basal analgesia and continue Percocet 10 mg q.i.d. as needed for breakthrough pain, Ambien 10 mg nightly for insomnia, Soma 350 mg nightly for spasms and Elavil 25 mg daily for neuropathic multimodal analgesia.
3. Long-term narcotic medication use. The pain management agreement was reviewed, signed and dated on December 9, 2015.
4. Therapeutic drug monitoring. Urine drug testing performed previously in May of 2017 and is consistent with prescribed medications. Urine drug testing (UDT) is obtained today. National Pain Management Guidelines support and recommend at least quarterly random drug tests for all patients on chronic narcotic usage. To comply with the national Standards, we are obtaining a random UDT today and will repeat randomly at least quarterly to monitor appropriate usage. If patient has an inconsistent result, we may be required to obtain a UDT more frequently than quarterly. The UDT is medically necessary and falls within National Pain Management guidelines. The risks of chronic opioid usage include, but is not limited to: abuse, misuse, diversion, addiction, dependence, etc. We will obtain a urine or oral specimen today and send the specimen for immunoassay and confirmation testing with quantitative analysis and will discuss the results with the patient upon receipt of the final report.
5. Follow up in 3 months for chronic opioid therapy or sooner if needed.

Gerald Chai, D.O.
Gerald Chai, D.O.
GC/5142/7451399

cc: Workman's Compensation
Fax: --

Follow Up Form

Printed on 07/31/2017 at 08:39 AM

PADGETT, PERRY

VISIT: 07/31/2017 08:39 AM - Chatham Orthopaedic Associates

Reason for Visit

Select the patient's Reason for Visit

Choose an option

Ankle Date: 07/31/2017 08:39 AM

New Problems

Select any New Problems the patient is having

Select all that apply and touch Next to continue

Ankle, NONE Date: 07/31/2017 08:39 AM

Better/Worse/Same?

Since your last visit, are you better, worse or the same?

Choose one

Worse Date: 07/31/2017 08:39 AM

Better or Worse by how much?

Better or Worse by how much?

Enter between 0 to 100%

1 Date: 07/31/2017 08:39 AM

Pain Level

Is your pain level none, mild, moderate, severe or extreme?

Choose one

Severe Date: 07/31/2017 08:39 AM

Treatments since last visit

Have you had surgery, anti-inflammatories, pain medications, therapy, injection, splint/cast/brace, TENS or None since your last visit?

Select all that apply and touch Next to continue

NONE Date: 07/31/2017 08:39 AM

Falls in last year?

Have you had any falls in the last year?

Choose one

Question Not Answered By Patient

Falls in last year - Please explain

Please explain the falls in the last year

Touch Next to continue

Question Not Answered By Patient

Have you felt any NEW:

Have you felt any NEW numbness, tingling, swelling, weakness, pain or none since your last visit?

Select all that apply and touch Next to continue

None Date: 07/31/2017 08:39 AM

Have you developed any NEW:

Have you developed any NEW allergies, nausea, vomiting, blood in stool or none since your last visit?

Select all that apply and touch Next to continue

None Date: 07/31/2017 08:39 AM

New Medications?

Have you starting taking any NEW medications?

Choose one

No Date: 07/31/2017 08:39 AM

New Medications List

Please list name and dosage of the new medications are you taking

Touch Next to continue

Question Not Answered By Patient

Height

Enter your Height in inches

36 Date: 07/31/2017 08:39 AM

Weight

Enter your Weight in pounds

589 Date: 07/31/2017 08:39 AM

Smoking Status

Select the patient's Smoking Status

Choose one

Never smoker Date: 11/01/2016 08:16 AM

Smoking Start Date

Enter the date the patient started smoking

Touch Next to continue

Question Not Answered By Patient

Smoking Quit Date

Enter the date the patient quit smoking

Touch Next to continue

Question Not Answered By Patient

New Problems and Needed to see a doctor?

Since your last visit, have you had any new problems with Eyes, Ears, Nerves, Heart, Lungs, Joints, Skin, Fever, Weight Loss, Bowels, Urine, Diabetes, or Psychiatry that resulted in a doctor's visit?

NONE Date: 07/31/2017 08:39 AM

Visit Information

Patient

PADGETT, PERRY

Visit

07/31/2017 08:39 AM - Paulsen Building A Floor 1



PATIENT NAME: PADGETT, PERRY FRANK Chart # [REDACTED]
DOB: [REDACTED]
REFERRING PHYSICIAN: John T. Prather, MD
DOS: 07/31/2017
GENDER: Male

PED CT OF THE Right Lower Extremity w/o Contrast - Right Ankle and Foot

CLINICAL INDICATION: Evaluate hindfoot fusion.

TECHNIQUE: On a CurveBeam PedCAT scanner, a cone beam CT scan of the lower extremity was performed with the patient in an upright non-weight bearing position, utilizing the extended diameter protocol: 35 cm diameter x 20 cm height, 0.37 voxel, 120 kVp. Multiplanar reformates were performed to generate images in the sagittal and coronal planes. 3-D Rendering Post Processing were performed on a workstation. Dose reduction techniques were utilized in the performance of the exam.

QUALITY OF STUDY: Good.

COMPARISONS: X-rays 07/03/2017.

FINDINGS: Hindfoot fusion nail in appropriate position. Loosening of the lateral to medial calcaneal screw. No early evidence for subtalar or tibiotalar arthrodesis.

IMPRESSION: No evidence for subtalar or tibiotalar arthrodesis.

Electronically signed on 07/31/2017 at 05:53:03 PM by J.T. Prather, MD

J. T. Prather, MD
JTP/5008/7506637

PATIENT NAME: PADGETT, PERRY FRANK # [REDACTED]
DOB: [REDACTED]
PHYSICIAN: John T. Prather, M.D.
DATE: 8/21/2017



ESTABLISHED PATIENT VISIT

DATE OF SURGERY: 05/03/2017

PROCEDURE: Right tibiotalar calcaneal fusion.

HISTORY OF PRESENT ILLNESS: Mr. Padgett follows up today. He has had an exacerbation of his pain. He had a flareup over the weekend. He does not recall doing anything in particular. He is fairly miserable this morning.

PHYSICAL EXAM:

EXTREMITY: Evaluation of the right lower extremity reveals well healed surgical incisions. There is diffuse tenderness, but no focal discomfort. Minimal edema.

DIAGNOSTIC STUDIES:

X-RAYS: Three views right ankle reveal an ununited ankle joint, but with possible subtalar union.

IMPRESSION:

1. Status post right TTC fusion.
2. Right hindfoot osteoarthritis.

PLAN: Recommendation for Mr. Padgett is to follow up with me in 1 month. He does have an appointment with Dr. Chai in the next few weeks. We will discontinue his cast today. An option for him would be to remove the proximal 2 screws in the tibia to dynamize his nail.

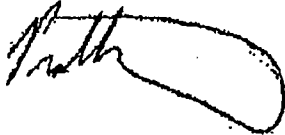
J. T. Prather, M.D.
JTP/5461/7570887

PATIENT NAME: PADGETT, PERRY FRANK # [REDACTED]
DOB: [REDACTED]
PHYSICIAN: John T. Prather, M.D.
DATE: 8/21/2017



RADIOLOGY REPORT

X-RAYS: Three views right ankle reveal an ununited ankle joint, but with possible subtalar union.

97 

J. T. Prather, M.D.
JTP/5461/7570887

PATIENT NAME: **PADGETT, PERRY FRANK #**
DOB: **[REDACTED]**
PHYSICIAN: John T. Prather, M.D.
DATE: 9/18/2017

**ESTABLISHED PATIENT VISIT**

DATE OF SURGERY: 05/03/2017

PROCEDURE: Right TTC fusion nail.

HISTORY OF PRESENT ILLNESS: Mr. Padgett follows up today for a recheck.

PHYSICAL EXAM:

EXTREMITY: Evaluation of the right lower extremity reveals nicely healed surgical incisions. Diffuse edema.

DIAGNOSTIC STUDIES:

X-RAYS: Radiographic exam right ankle, 3 views, AP, lateral, and mortise, obtained today and reviewed by me reveals what appears to be a united subtalar joint and a nonunion of his tibiotalar arthrodesis.

IMPRESSION: Status post right TTC arthrodesis.

PLAN: Recommendation for Mr. Padgett, who has a bone stimulator at home, which has not been set up yet, is to go ahead and get that arranged. We have also discussed removing the proximal 2 screws in his tibia and leaving the screw in the dynamic hole to allow some settling and possibly encourage arthrodesis across the tibiotalar joint.

A handwritten signature in black ink, appearing to read 'J. T. Prather', is written over a large, light-colored oval shape. The signature is cursive and somewhat stylized.

J. T. Prather, M.D.
JTP/5461/7630352

1/1

ROA-219



Closure Report: Medical Case Management

Report Date: July 14, 2017

Vivian Hardin
Zurich North America
PO Box 968084
Schaumburg, IL 60196-8084

Claimant Name: Frankie Padgett
Claim Number: [REDACTED]
L&I #:
Genex File Number: FAFHT1
Employer: Cast & Crew Entertainment Services, Inc
Date of Injury: 06-May-2015
Date of Disability: 06-May-2015
Date of Referral: 16-Jul-2015
Activity Dates: June 19, 2017 to July 14, 2017
Customer Name: Zurich North America
Genex Branch #: 165
Line of Insurance: Workers' Compensation
Case Type: FCM
Diagnosis:

892.0	OPEN WND FT NO TOE ALONE W/O COMP
845.09	OTHER ANKLE SPRAIN AND STRAIN
727.8	OTH D/O OF SYNOVIUM TENDON & BURSA
824.8	UNSPECIFIED CLOSED FRACTURE ANKLE

Current Medical Status:

Mr. Padgett remains non-weight bearing with cast in place and using knee-walker for ambulation. NCM met with Dr. Prather after Mr. Padgett was evaluated on 7/3/17. He stated that the x-rays show proper alignment of the implanted hardware. Early bone growth has been very slow and a request for a bone growth stimulator was received. Dr. Prather would like Mr. Padgett to continue to be non-weight bearing for at least 1 additional month and he was placed in a cast again. Dr. Prather has requested for a CT scan to be done of the ankle prior to his next MD evaluation on 7/31.

On 7/11, Mr. Padgett was re-evaluated by Dr. Chai. No changes were made to the treatment plan; medications refilled.

Medications:

Name	Dosage	Type	Frequency	Purpose	Prescribing Physician	Pharmacy	Start Date	End Date
Percocet	10 mg	Rx	Every 6 hours as needed for breakthrough pain	Pain relief	Dr. Chai		7/29/2015	
Lyrica	75 mg	Rx	3 times daily	Nerve pain relief	Dr. Prathers		7/29/2015	12/7/2015
Ambien CR	10 mg	Rx	at bedtime	for sleep due to pain	Prather	Fred's Pharmacy	8/24/2015	
Cymbalta	60 mg	Rx	daily	pain control and mood	Prather		9/23/2015	12/7/2015



Mobic	15 mg	Rx	daily	anti-inflammatory	Chai		12/9/2015	2/23/2016
Horizant	600 mg	Rx	600 mg twice daily	neuropathic pain control	Chai		12/9/2015	1/18/2016
Flexeril	10 mg	Rx	3 times daily as needed for spasm	muscle relaxer	Chai		1/18/2016	6/27/2016
Elavil	25 mg	Rx	at bedtime	neuropathic pain	Chai		1/18/2016	2/23/2016
Soma	350 mg	Rx	at bedtime	muscle relaxer	Chai		11/1/2016	
amitriptyline	25 mg	Rx	at bedtime	Neuropathic pain	Chai		11/1/2016	
Xtampza ER	9 mg	Rx	twice daily	extended release narcotic pain medication	Chai		11/1/2016	
compound cream: Gabapentin 5%, Ketoprofen 5%, Lidocaine 5% and Cyclobenzaprine 1%	1-2 pumps	Rx	2-3 times daily	for neuropathic pain	Prather		11/3/2016	
Bactrim	as ordered	Rx	as directed	antibiotic	Prather		6/5/2017	

Current Work Status: Unable to RTW at this time due to recent surgery, ankle cast and inability to bear weight

RTW/Disability Projections

Estimated RTW Date: 12/22/17

Source: ODG

Estimated Length of Disability: 268

Source: ODG

RTW Status:

Date of Disability	RTW Date	RTW Date
5/6/2015		

Case Management Impact

Case Summary:

Mr. Padgett has retained representation within this reporting period; direct contact with Mr. Padgett is no longer allowed per attorney restrictions. NCM has been asked by the adjuster to close NCM file at this time. Mr. Padgett remains non-weight bearing from his recent surgery, and is casted. A bone growth stimulator has been ordered, as well as a CT scan to be done prior to the next MD appointment.

Mr. Padgett had an Achilles rupture on 5/6/2015. Since that time, he has had the initial repair, repair from a re-rupture, as well as recent ankle fusion due to inability to bear weight and instability in the



ankle joint. The NCM has kept in close contact with Mr. Padgett, his providers, employer and the adjusters for the carrier. The NCM has been instrumental in coordination of services such as imaging, DME, PT, surgery coordination, and wound care. Throughout the file the NCM has kept all parties updated on Mr. Padgett's current status, treatment plan, recommendations, work status and projections for MMI.

Over the last month, Mr. Padgett has retained representation, which will no longer allow direct contact with Mr. Padgett. Ms. Vivian Hardin, adjuster, as asked NCM to close the case management file at this time.

Accomplished Case Management Goals:

Type	Goals	Date Identified	Target Date	Status	Not Met Reason	Completed Date
STG	Mr. Padgett will report pain control with current medications. Pain will decrease from 8/10 to 3/10 on pain scale with use of Lyrica and Percocet as prescribed by Dr. prather.	7/27/2015	10/27/2015	Not Met	Mr. Padgett's pain continues to be 5/10 to 7/10.	
STG	Mr Padgett will complete the MRI of the right ankle to rule out free floating bone fragment, as suspected by Dr. Prather.	3/30/2016	4/15/2016	Met		4/7/2016
STG	Mr. Padgett will be released to his full duty job as a truck driver with Cast & Crew as documented by Dr. Prather.	7/29/2015	4/18/2016	Not Met	Dr. Prather does not feel Mr. Padgett will return to full duty work. He has residual weakness in the right ankle that affects ability to bear weight and he is unable to drive.	
STG	Mr. Padgett will complete two diagnostic injection into the ankle and sub-talar joint to be used to diagnose the source of his pain complaints.	4/27/2016	5/6/2016	Met		5/5/2016
LTG	Mr. Padgett will obtain MMI for his injury as documented by Dr. Prather. ODG guidelines state 92 days, or October 6, 2015.	7/29/2015	6/6/2016	Not Met	Mr. Padgett required additional arthroscopic surgery on 6/7/16	
STG	Mr. Padgett will complete the arthroscopic exploration of the ankle as recommended by Dr. Prather	5/12/2016	6/15/2016	Met		6/7/2016
STG	Mr. Padgett will complete 12-18 weeks of PT as ordered by Dr. Prather.	6/27/2016	10/25/2016	Met		10/21/2016
LTG	Mr. Padgett will achieve MMI for his right ankle synovitis following post operative changes, as observed on exploratory surgery performed 6/7/16. ODG estimates 112	6/7/2016	11/4/2016	Not Met	MD would like to complete 2nd opinion prior to documenting MMI	



	days from diagnosis. Due to recent re-injury/sprain,					
STG	Mr. Padgett will be fitted for a custom Arizona brace to provide stability of the affected ankle joint, as ordered by Dr. Prather	11/3/2016	11/30/2016	Met		11/29/2016
STG	Mr. Padgett will complete a 2nd opinion with foot/ankle specialist for evaluation and recommendations for any additional treatment recommendations. Ordered by Dr. Prather	11/4/2016	12/29/2016	Met		12/29/2016
STG	Mr. Padgett will complete and MRI arthrogram as ordered by Dr. Prather following IME recommendation.	12/29/2016	1/24/2017	Met		1/24/2017
STG	Mr. Padgett will complete an FCE at MMI to determine his physical capabilities and permanent restrictions.	1/4/2017	3/16/2017	Unable to Meet by Target Date	Treatment plan has changed. Ankle fusion surgery has been recommended. FCE will not be done until he is a MMI from this surgery.	
LTG	Mr. Padgett will achieve MMI from his injuries. Permanent restrictions will be confirmed with FCE testing.	12/29/2016	3/31/2017	Unable to Meet by Target Date	Treatment plan has changed. Ankle fusion surgery has been recommended.	
STG	Mr. Padgett will complete ankle fusion surgery as recommended by Dr. Prather to provide stability and decrease mechanical ankle pain.	3/13/2017	5/12/2017	Met		5/3/2017
STG	Mr. Padgett will report decreased pain with documented medication regimen following surgery. Pain from 9/10 to 4/10.	5/10/2017	7/11/2017	Not Met	Case management file closure prior to goal being met	
LTG	Mr. Padgett will achieve MMI from his injury and ankle fusion surgery 6-9 months from surgical fusion per Dr. Prather.	3/13/2017	12/22/2017	Not Met	Case management file closure prior to goal being met	

Reason for Closure:

Request by adjuster; recent representation

Prescription Drug Monitoring Impact Measures:

Modification to providers drug therapy plan (overall)	x
Return to pre-injury activities and/or RTW	NA
Conversion from brand to generic	x



Conversion to mail order	NA
Directed to PBM/pharmacy network	X
Conversion from physician dispensing	X
Directed to urine drug screen	X
Conversion from, or reduction to unnecessary or inappropriate drug	X
Reduction of Morphine Equivalent Dosage (MED)	X
Facilitated weaning from one or more narcotics	X
Secured partial or full agreement to the recommendation of the peer or pharmacy review	NA
Other change to drug therapy plan	NA

Case Management Interventions:

Activity Date: 19-Jun-2017 - 14-Jul-2017

Activity Date	Prof	Travel	Wait	Activity Note
6/19/2017	0.2			Received elevated toilet seat but it does not have grab bars/rails and he needs to have to help him get up since he is unable to put weight on the foot. NCM will call to see if it can be switched out.
6/19/2017	0.2			Call to One Call DME to see if elevated toilet seat can be switched out for one with hand rails on it to help him grab on and push up on to get up since he cannot bear weight on the foot. They will call patient with instructions on pick up of the one delivered and have the processor put in a new order for a replacement with rails needed.
6/19/2017	0.2			Notify clmt that OCM will be calling him with instructions on pick up of toilet seat and they are ordering a new one with hand rails.
6/21/2017	0.2			Patient would like to know if appointment on 7/11 with Chai can be moved to 7/3 so that he can see both doctors on the same day.
6/21/2017	0.2			Called Kim Morris to see if appointment with Chai can be moved to 7/3 so that he can see both providers on the same day. She has a 2:30 appointment available if he want to change it to 7/3. NCM will talk with patient. Called Kim and let her know that patient wants to leave appointments the way they are. He does not want to have to wait all day to see Chai, as his appointment with Prather on 7/3 is early morning.
6/21/2017	0.2			Call to patient to notify him that they can move the appointment with chai to 7/3 at 230. he said that he did not want to wait all day, as his appointment with Prather is scheduled for early morning. He said he would leave appointments on the schedule as they are, no changes made.
6/26/2017	0.2			Patient states that he received a letter in the mail today stating that they were petitioning to suspend his benefits. He asked NCM to follow up on it.
6/26/2017	0.1			Email to adjuster to follow up on letter received by clmt regarding



				suspension of benefits. Adjuster instructed NCM to have him contact the attorney on the letter received for information.
6/26/2017	0.2			Instructed patient to contact attorney that sent him the letter to follow up on. patient stated that he has made an appointment with an attorney for tomorrow and will have him follow up on it.
6/26/2017	0.2			Call to One Call Care Management to follow up on toilet seat that needs to be swapped out for one with hand rails. Message left for Tasha McQueen
6/28/2017	0.2			Spoke with Mr. Padgett, he has retained an attorney after receiving a letter regarding termination of benefits. Attorney Hoffman in Charleston. Contact information obtained, NCM will call and discuss policy on case management
6/29/2017	0.1			Email to Stephanie, paralegal to Dr. Hoffman to obtain their policy on nurse case management.
6/30/2017	0.1			Call to MD office to confirm appointment on 7/3 at 9:15 am
6/30/2017	0.1			Call to remind patient of appointment on 7/3 at 9:15 am. NCM will meet him there
7/3/2017	0.			Attempt to contact clmt the day of appointment to remind of appointment and confirm his attendance. He left his phone at home and was in route to appointment, as it was a 9:15 appointment.
7/3/2017	0.2			NCM accompanied Mr. Padgett to scheduled appointment with Dr. Prather. Upon arrival to the appointment, Mr. Padgett stated that his attorney has asked him to have a private exam and NCM to meet with Dr. Prather after the evaluation. NCM has left a message for the attorney, but has not spoken with them directly. NCM will attempt to contact the attorney again for full guidelines on patient contact. Mr. Padgett arrives to appointment non-weight bearing with cast in place and using knee-walker.
7/3/2017	0.5			Mr. Padgett was seen by the orthotist for Dr. Prather. Cast was removed, x-rays updated and cast replaced for 1 additional month.
7/3/2017			1	NCM had extended wait time due to inability to attend the evaluation with Mr. Padgett and Dr. Prather (attorney restriction)
7/3/2017	0.5			NCM met with Dr. Prather. He stated that the x-rays show proper alignment of the implanted hardware. Early bone growth has been very slow and a request for a bone growth stimulator was received. Dr. Prather would like Mr. Padgett to continue to be non-weight bearing for at least 1 additional month and he is being placed in a cast. Dr. Prather has requested for a CT scan to be done of the ankle prior to his next MD evaluation on 7/31.
7/3/2017				no new medication orders received. All medications managed by Dr. Chai; Next evaluation with Chai is scheduled for 7/11. Orders for bone growth stimulator and CT scan obtained.
7/3/2017				met with scheduler. Obtained copy of current orders and next appointment scheduled for 7/31 at 9:35 am.
7/3/2017		2		to/from Savannah
7/3/2017				to/from Savannah
7/5/2017	0.1			Update to adjuster following MD appointment on 7/3. Request for approval of bone growth stimulator and CT scan.
7/5/2017	0.2			Call to attorney Hoffman, spoke with Stephanie Mills paralegal. Mr. Padgett's file has actually been transferred to Attorney Steven Samuels



				at 803/779-4000. NCM will contact his office to determine their policy on case management and direct patient contact.
7/5/2017	0.2			Call to Angi at Attorney Samuels office. Direct patient contact is not allowed, all communication should go through their office. NCM may attend appointment, allow for private exam with MD and then NCM may meet with MD with patient in the room. No communication is to take place without the patient present. contact email for Angi: Angi@samuelslawfirm.net Updated on appointment from 7/3. Current status given, plus new orders communicated for CT scan and Bone Growth Stimulator.
7/5/2017	0.			Copy of update from 7/3 visit sent to Angi with Attorney Samuels. Copy of new orders attached. Notified her that adjuster is currently out of the office, but NCM will follow up with her upon her return for approval of the CT scan and Bone Growth Stimulator and will coordinate as soon as the authorization has been received.
7/10/2017	0.1			Call to Dr. Chai's office to confirm appointment for 7/11 at 910 am.
7/11/2017	0.1			Call to MD office to confirm appointment on day of scheduled appointment, Zurich requirement.
7/11/2017			0.5	wait time
7/11/2017	0.5			After patient was examined privately, NCM was asked to join the MD and patient to discuss treatment plan. medications refilled, no changes made. Will follow up in 3months. Patient stated that he had a soft spot on the bottom of his cast and he was re-evaluated by the cast specialist in the office and cast was cut off and replaced with a new cast Follow up with Dr. Chai scheduled for 10/9 at 845 am.
7/11/2017				Refilled Oxycontin 20 mg to be taken every 12 hours as needed for pain. Percocet 10, 4 times a day as needed for pain. urine drug screen collected
7/11/2017		2		to/from Savannah
7/11/2017				to/from Savannah
7/11/2017	0.1			Update to adjuster following appointment. No changes to treatment plan
7/11/2017	0.			Update to employer contact
7/11/2017	0.			Update to clmt attorney
7/11/2017	0.1			Call to One Call Medical to coordinate CT scan as ordered by Dr. Prather. CT of right foot/ankle Ref#P00608409
7/11/2017	0.1			Call to One Call DME to coordinate bone growth stimulator as ordered by Dr. Prather. Ref# 7205258
7/11/2017	0.1			Bone Growth Stimulator order faxed to One Call DME Fax 866-672-5794
7/13/2017				Email from adjuster asking NCM to close file.
7/13/2017	0.1			Notified clmt attorney that NCM will be closing file and involvement per adjuster request.
7/14/2017				review, update and close out care plan document MMI projections



7/14/2017	0.2		Closure letter to clmt/attorney
7/14/2017	0.5		Closure report

Genex Services, LLC

Stacey Kieffer

Submitted By: Stacey Kieffer RN, BS, CCM, COHN-S
Title: Case Manager - Medical
Phone #: (770) -582-9292, 3337
Email: stacey.kieffer@genexservices.com
SK/jo

Vanessa Dickens

Supervised By: Vanessa Dickens M.Ed, CEAS, CCM, CDMS
Supervisor - CM

Cc: Attorney Samuels
1320 Richland Street
Columbia SC 29201

Angi Samuels

From: Jennifer Little <jennifer.little@mgclaw.com>
Sent: Tuesday, October 10, 2017 2:24 PM
To: Angi Samuels
Subject: RE: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. (Claim No.: 2840202414)

Any update? Also, we got your subpoena for personnel file. Cast & Crew is a payroll company and does not have a personnel file for the claimant. I will get you the paycheck stub they have. You will have to subpoena the company(ies) he worked for to get personnel files.

From: Jennifer Little
Sent: Thursday, October 05, 2017 3:59 PM
To: 'Angi Samuels'
Subject: RE: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. (Claim No.: 2840202414)

Thank you for the update!

Thanks,
Jenn

From: Angi Samuels [<mailto:angi@samuelslawfirm.net>]
Sent: Thursday, October 05, 2017 3:59 PM
To: Jennifer Little
Cc: Stephen Samuels
Subject: RE: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. (Claim No.: 2840202414)

Jennifer,

I apologize, the delay is my fault. The subpoena was mistakenly placed in the file rather than in my stack of tasks to handle. I therefore overlooked it until you sent the first follow-up email. I have spoken with Mr. Padgett about the tax returns and he will provide them to us as quickly as he can obtain them.

Angi Samuels
Senior Paralegal/Office Manager
Samuels Law Firm
1320 Richland Street
Columbia, South Carolina 29201
(803) 779-4000 Telephone
(803) 779-4004 Facsimile

Like us on Facebook!

<https://www.facebook.com/samuelslawfirm/>

From: Jennifer Little [<mailto:jennifer.little@mgclaw.com>]
Sent: Thursday, October 5, 2017 3:51 PM
To: Angi Samuels <angi@samuelslawfirm.net>
Subject: RE: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. (Claim No.: 2840202414)

ROA-228

Following on the subpoena we sent to your office for claimant's tax records.

-----Original Message-----

From: Jennifer Little

Sent: Tuesday, September 26, 2017 10:28 AM

To: 'angi@samuelslawfirm.net'

Subject: RE: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. (Claim No.: 2840202414)

Following up again.

-----Original Message-----

From: Jennifer Little

Sent: Tuesday, September 19, 2017 4:19 PM

To: 'angi@samuelslawfirm.net'

Subject: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. (Claim No.: 2840202414)

Angi,

Do you know the status of this subpoena response?

Thanks,

Jenn

Paralegal to Vernon Dunbar



Jennifer Little, *Certified Paralegal*

jennifer.little@mgclaw.com

55 E. Camperdown Way Suite 300

Greenville, SC 29601

Main:864-239-4000 | Direct:864-239-4030 | Fax:864-242-3199

VCARD

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Orthopaedic Specialists
of Charleston
ROPER ST. FRANCIS PHYSICIANS

Appt date: _____
time / location: _____
Doctor / PA: _____
patient chart# _____

REGISTRATION INFORMATION – RETURN FAX: 843-958-2635

Patient Name: PERRY PADDGETT

Date of Birth: 6/26/66 SSN: 249-41-3995

Address: PO Box 1269 139 KERRISON ST
VARNVILLE S.C. 29944

Home phone: 803-913-0290 Cell phone: 803-942-0785

Work phone: _____

Employer (even if no longer employed): CAST + CREW ENTERTAINMENT

Employer complete address: 100 E TULUNGA AVE- 2ND FL
BURBANK CA 91502

Employer phone: 818-972-3254 MIRNA HAGOPJIAN

WORKERS COMP CLAIM# 2800067061

DATE OF INJURY: 8/21/09 Body Part: LT ANKLE

WORKERS COMPENSATION INSURANCE CARRIER AND CLAIMS ADDRESS:

ZURICH SERVICE'S CORPORATION
PO Box 66946
CHICAGO IL 60666-6946

ADJUSTER NAME: VIVIAN HARDIN

ADJUSTER PHONE: 704-551-3468 ADJ FAX: 847-605-7616

ADJUSTER EMAIL: VIVIAN.HARDIN@ZURICHNA.COM

NCM NAME: PAT BOTTI RN CCM

NCM PHONE: 800-958-8423 NCM FAX: 800-626-0717

NCM EMAIL: PATRICIA.BOTTI@ZURICHNA.COM

ROA-230



1331 Lady Street
Columbia, South Carolina 29201
(803) 256-7646 p
(803) 256-8046 f

PATIENT: Padgett, Perry
MRN: 760479
DATE OF BIRTH: 6/20/1966
REF PHYSICIAN: John Clavet, MD
DATE OF EXAM: 10/24/2011
PATIENT PH#: 803-942-0745

EXAM: MRI RIGHT KNEE WITHOUT CONTRAST

HISTORY: A 45-year-old male with 1-2 years of right knee pain.

TECHNIQUE: Sagittal PDW/STIR, coronal T2W/PDW, axial T2W (as well as oblique ACL sequence) imaging performed through the knee without intravenous contrast.

COMPARISON: Not available.

FINDINGS: There is intermediate signal at the central posterior horn of the medial meniscus without a frank tear. Similar changes are present to a lesser degree at the posterior horn of the lateral meniscus. The menisci, articular cartilages, cruciate and collateral ligament complexes appear otherwise unremarkable. A small joint effusion is present. Signal characteristics and outlines of the osseous elements are unremarkable. Soft tissues unremarkable.

IMPRESSION:

1. No findings for internal derangement.
2. Small joint effusion, nonspecific.

David Kallman, M.D.
DK / lb

DD: 10/24/2011
DT: 10/24/2011
Job: 13825982

This document has been electronically reviewed and signed by David Kallman, M.D.





Cast & Crew
ENTERTAINMENT SERVICES

Padgett Jr, Perry Frank
DOB: [REDACTED] yrs. M
DOS: 05/06/15 Work Comp - New

Bisset MD, Wendy

COMPENSATION INJURY / ILLNESS REPORT

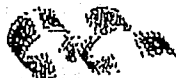
EMPLOYEE NAME <u>Frankie Padgett</u>		SOC SEC NO. [REDACTED]		DATE OF BIRTH [REDACTED]	
EMPLOYEE ADDRESS <u>4500 Goss Drive</u>					
CITY <u>N. Charleston</u>	STATE <u>SC</u>	ZIP CODE <u>29406</u>	PHONE		
OCCUPATION <u>Driver</u>		JOB DUTIES		PHONE	
SUPERVISOR NAME <u>Tim Walters</u>					
DATE OF INJURY / ILLNESS <u>5.6.15</u>		TIME OF INJURY / ILLNESS <u>10.00 AM</u>		EMPLOYEE START TIME <u>0730 AM</u>	
RETURN TO WORK DATE <u>UNKNOWN</u>					
IS MODIFIED DUTY AVAILABLE? ☐ YES ☐ NO		NATURE OF INJURY / ILLNESS <u>SPRAIN / STRAIN POSSIBLE FRACTURE (R) ANKLE</u>			
HOW DID THE INJURY OCCUR? (PLEASE BE SPECIFIC) <u>POPIN (R) ANKLE. STEPPING INTO TRAILER HEARD LOUD</u>					
ADDRESS WHERE INJURY / ILLNESS OCCURRED <u>4280 ASHLEY RIVER RD</u>					
CITY <u>CHAS</u>	STATE <u>SC</u>	ZIP CODE <u>29414</u>	PHONE		
WITNESS NAME <u>BRIAN TURNER (MEDIC)</u>		PHONE <u>843 367 8117</u>			
WITNESS NAME					
PRODUCTION COMPANY NAME <u>DANGER BOYS</u>		PROJECT NAME <u>VICE PRINCIPALS</u>			
CONTACT NAME <u>BRIAN TURNER</u>		MEDIC		PHONE <u>843 367 8117</u>	
CONCURRENT EMPLOYMENT (NAME OTHER EMPLOYER) <u>NA</u>		WILL PRODUCTION TAKE EMPLOYEE BACK TO WORK? ☒ YES ☐ NO			
DATE OF EMPLOYER'S KNOWLEDGE <u>5.6.15</u>		PERSON REPORTED TO <u>BRIAN TURNER</u>		TITLE <u>MEDIC</u>	
LIST ANY PRE-EXISTING INJURIES <u>NA</u>					
IS THE CLAIM QUESTIONABLE? ☐ YES ☒ NO		DID THE EMPLOYEE SEEK MEDICAL ATTENTION? ☒ YES ☐ NO			
PHYSICIAN NAME OR MEDICAL FACILITY <u>NASON MEDICAL</u>		ADDRESS <u>8901 UNIVERSITY BLVD.</u>			
CITY <u>N. CHAS</u>	STATE <u>SC</u>	ZIP CODE <u>29406</u>	PHONE <u>843.300.3500</u>		

Cast & Crew Entertainment Services, LLC • Workers' Compensation Department
Tel: (818) 848-6022 Fax: (818) 848-4614 workcomp@castandcrew.com

Please fax or email the completed copy of this report
to Cast & Crew WITHIN 24 HOURS of knowledge of injury.

2300 Empire Avenue 5th Floor Burbank California 91504-3350 T 818-848-6022 www.castandcrew.com
ALBUQUERQUE ATLANTA BOSTON HONOLULU KANSAS CITY LOS ANGELES MIAMI NEW ORLEANS NEW YORK PHILADELPHIA TORONTO VANCOUVER WASHINGTON

ROA-232



Cast & Crew
Entertainment Services, LLC

Padgett Jr, Perry Frank 53947
DOB: 06/20/66 48 yrs. M
DOS: 05/06/15 Work Comp - New

Bisset MD, Wendy

NOTICE TO MEDICAL PROVIDER

Note to Physician: Our Employee has been sent to your office for initial medical treatment of an injury that may be work-related. Please note that our insurance company, Zurich North America's claim examiner must approve any non-emergency treatment following this visit.

Employee

Name: Frankie Padgett

Soc. Sec. #: [REDACTED]

Date of Injury: 5-6-15

Occupation: TEAMSTER

Incident Location: 4280 ASHLEY RIVER RD
CHAS. SC 29414

Body Part(s) Injured: (R) ANKLE

Production Company

Name: DANGER BOYS

Project Name: VICE PRINCIPALS

Contact Name: BRIAN TURNER

Title: MEDIC

Phone: 843-767-8117

Insurance Co: Zurich
P.O. Box 968005
Schaumburg, IL 60196

Employer: **Cast & Crew Entertainment**
2300 W. Empire
Burbank, CA 91504
Ph: (818) 848-6022
Fax: (818) 848-4614
workcomp@castandcrew.com

Signature: [Signature]

Today's date: 5-6-15

WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Cast & Crew Entertainment Services Inc 2300 Empire Ave 5th Floor Burbank CA 91504		CARRIER/ADMINISTRATOR CLAIM NUMBER 2840202414	OSHA LOG CASE #	REPORT PURPOSE CODE 01
INDUSTRY CODE		JURISDICTION SC	JURISDICTION CLAIM NUMBER	
EMPLOYER FEIN 205544425		INSURED REPORT NUMBER 15001283		LOCATION # 0528700001
		EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		PHONE # 818 848-6022
CARRIER/CLAIMS ADMINISTRATOR CARRIER (NAME, ADDRESS, & PHONE #) American Zurich Ins 1400 American Lane Schaumburg IL 60196 847 605-6000		POLICY PERIOD 1/1/15 TO 1/1/16 CHECK IF APPROPRIATE ☐ SELF INSURANCE	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)	
CARRIER FEIN	POLICY/SELF-INSURED NUMBER WC 9298239	ADMINISTRATOR FEIN		
EMPLOYEE/INJURED				
NAME (LAST, FIRST, MIDDLE) Padgett, Frankie		DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE HIRED 03/30/2015
ADDRESS (INCL ZIP) Varnville SC		SEX ☒ MALE ☐ FEMALE ☐ UNKNOWN	MARITAL STATUS ☐ UNMARRIED ☐ SINGLE/NOVORCED ☐ MARRIED ☐ SEPARATED ☒ UNKNOWN	STATE OF HIRE All Other Gang Bosses
PHONE		# OF DEPENDENTS 0	EMPLOYMENT STATUS Other	
RATE PER:	☒ DAY WEEK ☐ MONTH OTHER	DAYS WORKED/WEEK	FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE? ☐ YES ☐ NO	
OCCURRENCE/TREATMENT				
TIME EMPLOYEE BEGAN WORK AM PM	DATE OF INJURY/ILLNESS 05/06/2015	TIME OF OCCURRENCE 12:00 () CANNOT BE DETERMINED	LAST WORK DATE	DATE EMPLOYER NOTIFIED 05/06/2015
CONTACT NAME/PHONE NUMBER Alicia Elliot 843818-4580		TYPE OF INJURY/ILLNESS Strain	PART OF BODY AFFECTED Ankle	
DID INJURY/ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☒ NO		TYPE OF INJURY/ILLNESS CODE	PART OF BODY AFFECTED CODE	
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED 4280 Ashley River Rd		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED Employee Or Coworker		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED HE STEPPING INTO TRAILER WHEN HE HEARD A LOUD NOISE POP IN RIGHT ANKLE		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED Strain/Injury-Miscellaneous		
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE LL Strain R Ankle		CAUSE OF INJURY CODE		
DATE RETURN(ED) TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? WERE THEY USED?		YES ☐ NO ☐
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS) Nason Medical 8901 University Blvd, Charleston SC 29406		INITIAL TREATMENT 0 NO MEDICAL TREATMENT 1 MINOR: BY EMPLOYER ☒ 2 MINOR CLINIC/HOSP 3 EMERGENCY CARE 4 HOSPITALIZED > 24 HOURS 5 FUTURE MAJOR MEDICAL/ LOST TIME ANTICIPATED		
OTHER:				
WITNESSES (NAME & PHONE #)				
DATE ADMINISTRATOR NOTIFIED 05/06/15	DATE PREPARED 05/06/15	PREPARER'S NAME & TITLE Brian Turner		PHONE NUMBER

FORM IA-1(r 1-1-02)

SEE BACK FOR IMPORTANT INFORMATION

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0528700001

ROA-234

JUL 28 2015 9:15AM

No. 8673 P. 2

DATE: 07/28/ 8 0813		J. Joseph Host 1 - ADM *LIVE		PAGE 1
USER: BRYANT SAB		Patient Demographics		
ACCOUNT #:	J00063137038	NAME:	Padgett, Perry Frank Jr.	
UNIT #:	F040027287	PT STATUS:	CLI	CCI:
ADMITTING PHYSICIAN:		SERVICE:		
ATTENDING PHYSICIAN: Douglas A Hanzel, MD		LOCATION: Hyperbaric Chamber-CH		
REASON FOR VISIT:		ROOM:		
ADMIT COMMENT: scb				
OBS/SVC/RES DATE: 07/27/15		ADMISSION DATE:		
OBS/SVC/RES TIME: 1433		ADMISSION TIME		
ADMIT PRIORITY: Elective		DISCHARGE DATE:		
ADMIT SOURCE: Physician Referral		DISCHARGE TIME:		
BIRTHDATE: 06/20/1966		MAR STATUS: Married		SPECIAL PGM:
AGE: 49	SEX: M	SOC SEC #:		249-41-3995
PATIENT'S ADDRESS		PATIENT'S EMPLOYER		
134 Kerrison Street		Cast and Crew Entertainment		
Varnville, SC 29944		not available		
Hampton SC		Burbank, CA 91504		
		(BUS) 912-999-9999		
		OCCUPATION:		
PERSON TO NOTIFY		NEXT OF KIN		
GUARANTOR		GUARANTOR'S EMPLOYER		
P.				
		(BUS)		
INSURANCE #1		SUBSCRIBER:		
INSURANCE: Zurich		RELATION: Self Same as Pt		
STREET: PO Box 968084		POLICY #: 2840202414		
STREET:		COVERAGE #:		
CITY: Schaumburg, IL 60196		TREATMENT AUTH #:		
COUNTY:		PHONE: 800-366-8366		
COMPANY/ORGANIZATION NAME AND #: Cast and Crew Entertainment				
INSURANCE #2		SUBSCRIBER:		
INSURANCE:		RELATION:		
STREET:		POLICY #:		
STREET:		COVERAGE #:		
CITY:		TREATMENT AUTH #:		
COUNTY:		PHONE:		
COMPANY/ORGANIZATION NAME AND #:				

ROA-235

Padgett, PERRY FRANK Jr.

MRN Sex DOB Age
 [REDACTED] Male [REDACTED]

Leslie A McConnell Physician Assistant Signed Orthopedics H&P Service date: 06/05/2015 11:00 AM

Ortho History and Physical

Patient Name: PERRY FRANK Padgett Jr.
 Admission Date/Time: 6/5/2015 8:12 AM
 Age/Race/Sex/BMI: 48 y.o. male MRN#: [REDACTED]
 DOB: [REDACTED] Attending Provider: John Prather, MD
 Patient's PCP: Malcolm Horry

History

History of Present Illness:

Mr. Padgett is a very nice 48-year-old male who is here today for Achilles surgery. He is 2 weeks postop from his right Achilles reconstruction. Unfortunately, sustained another Achilles rupture on weightbearing postoperatively. He has had difficulty with pain control over the past couple weeks as well. He is here today for hardware removal and Achilles reconstruction on the right side.

Past Medical History

Diagnosis

- Diabetes mellitus
 TYPE 2

- Hypertension

Past Surgical History

Procedure

- Cholecystectomy
- Ankle surgery
 6 SURGERIES
- Toe amputation
 GREAT TOE
- Achilles tendon surgery

Date

Laterality Date

Left

Left

Right

No Known Allergies

Prior to Admission medications

Medication	Sig	Start Date	End Date	Taken g?	Authorizing Provider
amlodipine-valsartan (EXFORGE) 10-320 mg per tablet	Take 1 tablet by mouth daily. 10-320-25 mg			Yes	Historical Provider, MD
dapagliflozin (FARXIGA) 10 mg Tablet	Take 10 mg by mouth daily.			Yes	Historical Provider, MD
glipizide (GLUCOTROL) 10 MG tablet	Take 10 mg by mouth 2 (two) times daily before meals.			Yes	Historical Provider, MD
metFORMIN (GLUCOPHAGE) 1000 MG tablet	Take 1,000 mg by mouth 2 (two) times daily with meals.			Yes	Historical Provider, MD
oxyCODONE-acetaminophen (PERCOCET) 10-325 mg per tablet	Take 1 tablet by mouth every 4 (four) hours as needed for Pain.			Yes	Historical Provider, MD
pioglitazone (ACTOS) 30 MG tablet	Take 30 mg by mouth daily.			Yes	Historical Provider, MD

Padgett, PERRY FRANK Jr. M/N: 30195729

Page 2 of 3

History**Social History**

- Marital Status: Married
- Spouse Name: N/A
- Number of Children: N/A
- Years of Education: N/A

Social History Main Topics

- Smoking status: Never Smoker
- Smokeless tobacco: Never Used
- Alcohol Use: No
- Drug Use: No
- Sexual Activity: Yes
- Partners: Female

Other Topics

- None

Concern

Social History Narrative

- None

History reviewed. No pertinent family history.

Review of Systems

Constitutional: Negative.

Respiratory: Negative.

Cardiovascular: Negative.

Physical ExamBP 118/73 | Pulse 95 | Temp(Src) 36.2 °C (97.2 °F) (Oral) | Resp 12 | Ht 1.93 m (6' 3.98") | Wt 159.9 kg (352 lb 8.3 oz) | BMI 42.93 kg/m² | SpO2 99%**Physical Exam**

Constitutional: He is oriented to person, place, and time. He appears well-developed and well-nourished.

Cardiovascular: Normal rate and regular rhythm.

Pulmonary/Chest: Effort normal and breath sounds normal.

Neurological: He is alert and oriented to person, place, and time.

Right Ankle Exam

Comments: Evaluation of his right lower extremity reveals a posterior short leg splint in place. He can flex/extend toes on command. Capillary refill less than 2 sec.

Results**Labs:**

Recent Results (from the past 24 hour(s))

POCT GLUCOSE (FINGERSTICK)

Collection Time

06/05/15 9:12 AM

Result

Glucose, Fingerstick

Value

124 (*)

Ref Range

75 - 110 mg/dl

Imaging:

No results found.

ECG:

Ekg 12 Lead

5/15/2015 Ventricular Rate 90 BPM Atrial Rate 90 BPM P-R Interval 162 ms QRS Duration 94 ms Q-

Padgett, PERRY FRANK Jr. MDN: [REDACTED]

Page 3 of 3

T Interval 346 ms QTC Calculation(Bezet) 423 ms Calculated P Axis 25 degrees Calculated R Axis -23 degrees Calculated T Axis 52 degrees Diagnosis Line Normal sinus rhythm Normal ECG Confirmed by GOODMAN, MD, LLOYD S. (215) on 5/15/2015 11:09:07 PM

Assessment

Right Achilles rupture
Right lower extremity retained hardware

Plan

Recommendation for Mr. Padgett at this time is to proceed with hardware removal and Achilles reconstruction of his right Achilles tendon. He understands that he'll is to be nonweightbearing postoperatively and we will keep him in the hospital for pain control. We have also recommended inpatient rehabilitation as he recovers from this Achilles reconstruction.

Communication: I examined the patient and reviewed the chart. I discussed the patient's status and plan of care with Patient, Family and Attending Physician

Coding

Leslie A McConnell

6/5/2015 / 11:00 AM

Cosigned John Prather,
by: MD [06/08/2015
4:42 PM]

Padgett, PERRY FRANK Jr. MRN: 30195729

Page 1 of 1

	MRN	Sex	DOB	Age
Padgett, PERRY FRANK Jr.	[REDACTED]	Male	[REDACTED]	[REDACTED]

John Praher, MD

Physician

Signed

Orthopedics

Progress Notes

Service date:
06/08/2015 4:32 PM

Date 6/8/2015

POD# 3

C/o pain not controlled by current regimen. Also complains of insomnia

VS Blood pressure 116/66, pulse 87, temperature 38 °C (98.8 °F), temperature source Oral, resp. rate 16, height 1.93 m (6' 3.98"), weight 159.9 kg (352 lb 8.3 oz), SpO2 96.00%.

Exam RLE
SLC bivalved
Toes up/down
SILT
BCRAssessment
R Achilles reconstruction revisionPlan
Plan for inpt rehab vs home health.Pain control
PT

WORKERS COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Cast & Crew Entertainment Services Inc 2300 Empire Ave 5th Floor Burbank CA 91504		CARRIER/ADMINISTRATOR CLAIM NUMBER 2840202414	OSHA LOG CASE #	REPORT PURPOSE CODE 01
		JURISDICTION SC	JURISDICTION CLAIM NUMBER	
		INSURED REPORT NUMBER 15C01283		
		EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		LOCATION # 0528700001
INDUSTRY CODE		EMPLOYER FEIN 205544425	PHONE # 818 848-6022	
CARRIER/CLAIMS ADMINISTRATOR				
CARRIER (NAME, ADDRESS, & PHONE #) American Zurich Ins 1400 American Lane Schaumburg, IL 60196 847 605-6000		POLICY PERIOD 1/1/15 TO 1/1/16 CHECK IF APPROPRIATE ☐ SELF INSURANCE	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)	
CARRIER FEIN	POLICY/SELF-INSURED NUMBER WC 9298239		ADMINISTRATOR FEIN	
EMPLOYEE/WAGE				
NAME (LAST, FIRST, MIDDLE) Padgett, Frankie		DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE HIRED 03/30/2015
ADDRESS (INCL ZIP) Varnville SC		SEX ☒ MALE ☐ FEMALE ☐ UNKNOWN	MARITAL STATUS ☐ UNMARRIED ☐ SINGLE/DIVORCED ☐ MARRIED ☒ SEPARATED ☐ UNKNOWN	OCCUPATION/JOB TITLE All Other Gang Bosses
PHONE 803 913-0290		# OF DEPENDENTS 0	EMPLOYMENT STATUS Other	
RATE PER: ☒ DAY WEEK ☐ MONTH OTHER		DAYS WORKED/WEEK	FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE? YES ☐ NO ☐	
OCCURRENCE/TREATMENT				
TIME EMPLOYEE BEGAN WORK AM ☐ PM ☐	DATE OF INJURY/ILLNESS 05/06/2015	TIME OF OCCURRENCE 12:00 () CANNOT BE DETERMINED	LAST WORK DATE 05/06/2015	DATE EMPLOYER NOTIFIED 05/06/2015
CONTACT NAME/PHONE NUMBER Alicia Elliot 843818-4580		TYPE OF INJURY/ILLNESS Strain		
DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☒ NO		PART OF BODY AFFECTED Ankle		
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED 4280 Ashley River Rd		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED Employee Or Coworker		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED EE STEPPING INTO TRAILER WHEN HE HEARD A LOUD NOISE POP IN RIGHT ANKLE		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED Strain/Injury-Miscellaneous		
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL Strain R Ankle				
DATE RETURN(ED) TO WORK		IF FATAL, GIVE DATE OF DEATH		WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? YES ☐ NO ☐
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS)		WERE THEY USED?		INITIAL TREATMENT
Nason Medical 8901 University Blvd, Charleston SC 29406				0 NO MEDICAL TREATMENT 1 MINOR: BY EMPLOYER ☒ 2 MINOR CLINIC/HOSP 3 EMERGENCY CARE 4 HOSPITALIZED > 24 HOURS 5 FUTURE MAJOR MEDICAL/ LOST TIME ANTICIPATED
OTHER				
WITNESSES (NAME & PHONE #)				
DATE ADMINISTRATOR NOTIFIED 05/06/15	DATE PREPARED 05/06/15	PREPARER'S NAME & TITLE Brian Turner		PHONE NUMBER

FORM IA-1(r 1-1-02)

SEE BACK FOR IMPORTANT INFORMATION

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ROA-240

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
(803) 737-5723



WCC File #: 1506114
Carrier File #: 2840202414
Carrier Code #: 00438
Employer FEIN #: 205544425000

Claimant's Name: Frankie Padgett Employer's Name: Cast & Crew Entertainment Services Inc
Address: [REDACTED] Address: 2300 Empire Ave
City: Varnville State: SC Zip: 29944 City: Burbank State: CA Zip: 91504
Home Phone: [REDACTED] Work Phone: [REDACTED] Insurance Carrier: American Zurich Ins. Co.
Preparer's Name: Brenda Nichols Law Firm: [REDACTED] Preparer's Phone #: (404) 851-3209

Date of Injury: 05-06-2015 (m/d/yyyy)

Date of Notice to Employer of Injury: 05-06-2015 (m/d/yyyy)

I. **Payment of Temporary Compensation** Check one: ☒ Initial period ☐ Additional period ☐ Corrected compensation rate
(choose A, B, or C)

- ☐ A. Temporary Total at the compensation rate of 786.05 per week. For this period of disability, disability began on 05/07/2015 (m/d/yyyy) and the date of first payment was 06-02-2015 (m/d/yyyy).
- ☐ B. Temporary Partial at the compensation rate of _____ per week. Note: When the Temporary Partial compensation rate will vary, report the first payment here. Supplement this report throughout the period of Temporary Partial compensation by filing a Form 15S with the Form 18, which shall be filed six months after the date of injury and each six months thereafter until the file is closed. For this period of disability, disability began on _____ (m/d/yyyy), and the date of first payment was _____ (m/d/yyyy).

Calculation of Temporary Partial Rate:

Average weekly wage before injury

Current weekly wage

Difference in wages before injury and now

\$

x

.6667

\$

Temporary Partial Compensation Rate

\$

- ☐ C. Salary in lieu of Temporary ☐ Total ☐ Partial (choose one) compensation in the amount of _____ per week. For this period of disability, disability began on _____ (m/d/yyyy) and the date of first payment of salary in lieu of temporary compensation was _____ (m/d/yyyy).

THIS SECTION MAY BE USED ONLY WITHIN 150 DAYS AFTER NOTICE TO EMPLOYER OF INJURY. ATTACH DOCUMENTATION AS TO THE REASON OF THE TERMINATION.

II. **Termination of Temporary Compensation** Temporary compensation payments were stopped on _____ (m/d/yyyy) for the following reason:

- ☐ Claimant has returned to work at least 15 days and no temporary partial compensation is due.
☐ Claimant agrees he/she is able to return to work and has signed a Form 17.
☐ Based on a good faith investigation, the claim is denied. Reason for denial: _____
- ☐ Claimant has been released to return to work without restrictions and employment has been offered.
☐ Claimant has been released to work at limited duty and employer has provided limited duty work consistent with the terms upon which the Employee has been released.
☐ Claimant has refused medical treatment, examination, or evaluation. Note: Benefits must be resumed if claimant accepts the treatment, examination, or evaluation. Additional report must be filed if compensation is resumed.

I certify that this form has been served on the claimant per R.67-211.

Signature of Claims Administrator

06/02/2015

Date (m/d/yyyy)

III. Notice to Injured Worker or Legal Representative when Temporary Compensation Has Been Stopped:

The employer's representative may stop temporary compensation within 150 days of the date of notice of injury for the above reasons. However, if you believe that the temporary compensation should not have been stopped, you may request a hearing by signing below and returning this form to SCWCC Judicial Department at the address at the top of this form. A hearing will be held within 60 days of receipt of your request to determine if temporary compensation has been properly terminated.

MY SIGNATURE BELOW INDICATES THAT I DO NOT AGREE WITH THE TERMINATION OF TEMPORARY COMPENSATION. I REQUEST A HEARING TO DETERMINE WHETHER I AM ENTITLED TO FURTHER TEMPORARY COMPENSATION PAYMENTS.

Check one: Form 15(II) ☐ Has ☐ Has not been received.

Signature of Claimant or Legal Representative

Date (m/d/yyyy)

Employer's representative must complete and file Form 15 with Claims Department within ten days after compensation begins or is terminated. Employer's representative must serve the Form 15 on the claimant when compensation begins per R.67-211. Employer's representative must prepare and serve Form 20 within thirty days of beginning compensation per R.67-1603. Employer's representative must serve per R.67-211 two copies of the Form 15 on claimant immediately on termination of compensation with documentation attached as to the reason for the termination. Injured worker may contest termination of compensation by completing section III of the Form 15 and filing it with Judicial Department.

WCC Form # 15
Rev. 01/2014

15

TEMPORARY COMPENSATION REPORT

ROA-241

South Carolina Workers' Compensation Commission
1612 Marion Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723



WCC File #: 0911896
Carrier File #: 2800067061
Carrier Code #:
Employer FEIN #:

Claimant's Name: Perry Padgett SSN: [REDACTED] Employer's Name: Cast & Crew Entertainment Services, Inc.
Address: [REDACTED] Address: 100 E Tujunga Ave., 2nd Fl
City: Varnville State: SC Zip: [REDACTED] City: Burbank State: CA Zip: 91502
Home Phone: [REDACTED] Work Phone: () Insurance Carrier: American Zurich Insurance Co.
Preparer's Name: David L. Hoffman, Jr. Law Firm: HOFFMAN LAW FIRM Preparer's Phone #: (843) 769-7077

Complete each information blank. To request a hearing, check Box 13b., indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

A claim for workers' compensation benefits is made based on the following grounds: Date of Injury or Illness: August 27, 2009

- 1a. The claimant sustained an accidental injury to left foot, left leg, back, hips, right leg, skin, disfigurement on August 27, 2009 in Charleston County, State of SC.
- 1b. Briefly describe how the accident occurred. Claimant was walking up steps in the dark to a loading dock when he missed a step and fell.
2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the claimant was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the employer on August 27, 2009 in the following manner: Reported to supervisor.
- ☒ 6. Due to injury, the claimant is in need of (check one):
☒ (a) medical examination and treatment for: Left foot, left leg, back, hips, right leg, skin, disfigurement
☒ (b) additional medical examination and treatment for: Left foot, left leg, back, hips, right leg, skin, disfigurement
- ☒ 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of: To be determined
- ☒ 8. Due to the injury, the claimant has permanent disability of the following nature and extent (check one):
☒ (1) General Disability: ☒ Total ☒ Partial ☒ (2) Specific Disability: ☒ Total ☒ Partial
Body part(s) affected are: Left foot, left leg, back, hips, right leg, skin, disfigurement
- ☒ 9. Due to the injury, the claimant has a serious bodily disfigurement consisting of: To be determined
- 10a. At the time of the injury, the claimant was paid weekly wages of \$1BD, and demands accounting of days worked and wages earned as provided by law.
- 10b. Give names and addresses of all employers for whom the claimant has worked since the date of the accident:
None
- 11a. Further grounds of claim: To establish a claim prior to the expiration of the statute of limitations.
- 11b. List names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident:
Nason Medical Center, 1101 Bowman Road, Mt. Pleasant SC 29464; Jeffrey Holman, MD, 302 Medical Park Drive, Ste. 111, Walterboro SC 29488;
Thomas A. Duc, Jr., MD, Pain Associates of Charleston, 8 Farmfield Avenue, Suite B, Charleston, SC 29407
- 11c. To the best of your knowledge, did you have any prior permanent disability? no If yes, describe:
12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.
- ☒ 13a. I am filing a claim. I am not requesting a hearing at this time.
- ☐ 13b. I am requesting a hearing. A \$25 fee is required.
14. Estimated time needed for hearing: _____

I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature: [Signature] Attorney for Claimant: dhoffmanlaw@bellsouth.net Date: 11/19/10
Title: _____ Email: _____
Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form # 50
Revised 9/07

50

Employee's Notice of Claim and/or
Request for Hearing

ROA-242

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO: 0911896

Perry Padgett,)
)
Employee,)
)
vs.)
)
Cast & Crew Entertainment Services,)
)
Employer,)
)
American Zurich Insurance Co.,)
)
Carrier,)
Defendants.)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of November, 2010, I served a copy of the Form 50 Employee's Notice of Claim and/or Request for Hearing to:

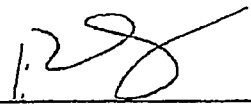
Virginia L. Crocker, Judicial Director
SC Workers' Compensation Commission
P.O. Box 1715
Columbia, SC 29202

☐ VIA FIRST CLASS MAIL
☒ VIA CERTIFIED MAIL ~ RETURN RECEIPT REQUESTED
☐ VIA REGISTERED MAIL

American Zurich Insurance Co.
Zurich North America
PO Box 968080
Schaumburg, IL 60196-8080

☒ VIA FIRST CLASS MAIL
☐ VIA CERTIFIED MAIL ~ RETURN RECEIPT REQUESTED
☐ VIA REGISTERED MAIL

by placing a copy of said documents in the United States mail with sufficient postage thereon



David L. Hoffman, Jr.

ROA-243

South Carolina Workers' Compensation Commission
 1333 Main Street, Suite 500
 P.O. BOX 1715
 Columbia, SC 29202-1715
 (803) 737-5723



WCC File #: 1506114
 Carrier File #: 2840202414
 Carrier Code #: 438-02
 Employer FEIN #: 205544425000

Claimant's Name: Frankie Padgett

Employer's Name: Cast & Crew Entertainment Services Inc

Address: [REDACTED]

Address: 2300 Empire Ave

City: Varnville State: SC Zip: [REDACTED]

City: Burbank State: CA Zip: 91504

Home Phone: (803) 913-0290

Work Phone:

Insurance Carrier: American Zurich Ins. Co.

Preparer's Name: Vivian Hardin

Law Firm:

Preparer's Phone #: (704) 551-3468

1. Date of Injury: 05/06/2015
 (m/d/yyyy)

2. Total Weeks Compensation Paid: 104

3. Type of Compensation Paid (TP or TT)/Periods of Payment:

	(m/d/yyyy)	(m/d/yyyy)
Type: <u>TTD</u>	From: <u>05/07/2015</u>	To: <u>05/03/2017</u>
Type: _____	From: _____	To: _____
Type: _____	From: _____	To: _____

4. Date of First Payment: 06/01/2015
 (m/d/yyyy)

5. Total Amount Paid

(a) Compensation:	<u>\$79,669.20</u>
(b) Medical (Include Nursing, Hospital, Drugs, Etc.):	<u>\$149,715.39</u>

6. Informal Conference is Requested: ☐ Yes ☒ No (check one)

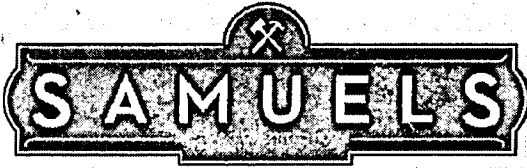
Use these lines to send a memo to the Commission: Status Report

Vivian Hardin /ak
 Employer's Representative

(704) 551-3468
 Phone

05/01/2017
 Date

Type or print all information. File this form six months after the alleged injury date and each six months until the Commission's File is closed. Form 18 must be filed whether or not compensation is ongoing. Check "yes" after Number 6 to request an informal conference. Refer to R.67-413, R.67-507, and R.67-804 for further information.



2016.17029 P
VFD

STEPHEN B. SAMUELS
ATTORNEYS AT LAW

November 13, 2017

Honorable Amy Bracy, Judicial Director
SC Workers' Compensation Commission
Post Office Box 1715
Columbia, South Carolina 29202-1715

Re: Perry F. Padgett vs. Cast & Crew Entertainment Services Inc
W.C.C. File Number: 1506114

Dear Amy:

Enclosed please find **Claimant's Motion to Submit Additional After Discovered Evidence** which we hereby submit for filing on behalf of the Claimant, Mr. Perry F. Padgett. We have also enclosed our check #8899 in the amount of \$25.00 as payment of the filing fee.

By copy of this letter and enclosure to Vernon Dunbar, we are serving counsel for the Defendants, with **Claimant's Motion to Submit Additional After Discovered Evidence**, as indicated by the attached Certificate of Service.

Please do not hesitate to contact us with any questions or if additional information is needed. Thank you for your assistance in this matter.

With kindest regards, I am

Yours very truly,

Stephen B. Samuels

SBS/ars

Enclosure(s) as stated

cc: ✓ Vernon F. Dunbar, Esq.
Honorable Aisha Taylor, Commissioner

WE WORK FOR THE PEOPLE WHO WORK.

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ROA-245

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO.: 1506114

Frankie Padgett,

Claimant,

v.

Cast & Crew Entertainment Services, Inc.,

Employer,

and

American Zurich Insurance Company c/o
Zurich North America,

Carrier,

Defendants,

**CLAIMANT'S MOTION TO SUBMIT
ADDITIONAL AFTER DISCOVERED
EVIDENCE**

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION AND VERNON
DUNBAR, ESQUIRE, ATTORNEY FOR THE DEFENDANTS:

Claimant, by and through his undersigned attorney, hereby moves to submit additional evidence pursuant to Regulations 67-613 and 67-707. The additional evidence to submit would include correspondence from Cast & Crew Entertainment Services, Inc., which was received by Claimant from Defendants after the October 30, 2017 hearing. As grounds for this Motion, Claimant would show the following:

1. This case was heard before Commissioner Aisha Taylor in Monck's Corner, SC on October 30, 2017, wherein each party presented all evidence known to the Claimant at the time of the hearing.

2. On that same day October 30, 2017, the nominal Employer, Cast & Crew, Inc.,

responded to a subpoena from Defense Counsel for various personnel records. Defendants produced the subpoena response to Claimant on November 6, 2017.

3. Claimant hereby moves for leave to submit the additional evidence under Regulation 67-613. The evidence was not known to the moving party at the time of the hearing, by reasonable diligence the new evidence could not have been secured, and the discovery of the new evidence is being brought to the attention of the Commission immediately upon its discovery.

4. The evidence from Cast & Crew, Inc., is an essential element in the proof of the case.

This letter confirms Claimant's position that:

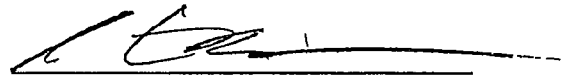
[Cast & Crew, Inc.] are merely a provider of payroll services to the entertainment industry and, in our limited orle, we do not directly employ, or control the day-to-day responsibilities of our payroll clients nor their production employees.

Submission of the Cast & Crew letter into evidence is essential to preserve Claimant's due process rights. See Morgan v. JPS Automotives, 467 S.E.2d 457, 321 S.C. 201 (Ct. App. 1996)

5. Alternatively, Claimant moves to submit the additional evidence to the Appellate Panel under Regulation 67-707 in that the additional evidence is necessary for completion of the record.

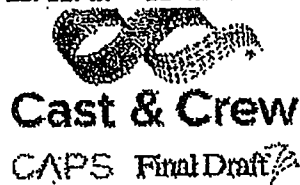
THEREFORE, Claimant moves for leave to submit the October 30, 2017 correspondence of Cast & Crew, Inc.

Respectfully Submitted,



Stephen B. Samuels
Samuels Law Firm, LLC
1320 Richland St.
Columbia, SC 29201
(803) 779-4000

Columbia, South Carolina
November 13, 2017



October 30, 2017

Sent via Fax (800) 238-7307

Response to Subpoena re: Frankie Padgett

RE: Frankie Padgett v. Cast & Crew Entertainment Services, Inc. & Zurich Insurance Company
W.C.C. File No.: 1506114

To Whom It May Concern:

We are in receipt of your subpoena request dated October 18, 2017 (a copy of which is attached) in connection with the above-referenced matter in which you asked Cast & Crew Entertainment Services, Inc. ("we", "us", "our") to provide certain information about Frankie Padgett.

Please note that we are merely a provider of payroll services to the entertainment industry and, in our limited role, we do not directly employ, or control the day-to-day responsibilities of our payroll clients nor their production employees.

Accordingly, we do not maintain any employment files for the individual employees of our payroll clients and we object to your subpoena to the extent it: seeks materials that do not exist and /or that are not in our custody, control, or possession; is overly broad and unduly burdensome; and/or seeks materials or information protected by the attorney-client privilege, by the doctrine of attorney work-product confidentiality or by any other legal protection from discovery. And we reserve our right to amend, revise, and supplement our objections and response to your subpoena.

But, subject to and without waiving the aforementioned, we are producing the information attached that directly relates to the above mentioned matter which information is based solely on information provided to us by our payroll clients and their production employees. Please see the attached payroll history and signed declaration of custodian records.

Regarding your request for medical and workers compensation records, Zurich Claims maintains all such records on our behalf so we direct you to contact them for such records.

Please email us at legal.notices@castandcrew.com to confirm your receipt of this message and the attached and to contact us if you have any further questions.

Attachments

2300 Empire Avenue 5th Floor Burbank California 91504 T 818.248.6022 www.castandcrew.com
 ATLANTA BOSTON CHICAGO DALLAS DENVER LOS ANGELES MIAMI NEW ORLEANS NEW YORK WASHINGTON
 ALBUQUERQUE ATLANTA BOSTON CHICAGO DALLAS DENVER LOS ANGELES MIAMI NEW ORLEANS NEW YORK WASHINGTON
 TORONTO VANCOUVER

ROA-248

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO.: 1506114

Frankie Padgett,

Claimant,

v.

CERTIFICATE OF SERVICE

Cast & Crew Entertainment Services, Inc.,

Employer,

and

American Zurich Insurance Company c/o
Zurich North America,

Carrier,

Defendants,

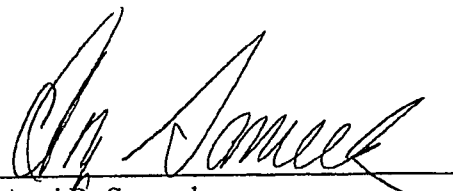
This is to certify that I, Angi R. Samuels, senior paralegal for the Samuels Law Firm, LLC, have caused the following described document, to be served by placing a copy of same in the United States mail, with sufficient postage affixed thereto, and return address clearly marked, on the date indicated below:

Document served: **Claimant's Motion to Submit Additional
After Discovered Evidence**

Person(s) served: Honorable Amy Bracy, Judicial Director
South Carolina Workers' Compensation Commission
Post Office Box 1715
Columbia, SC 29202-1715

Vernon F. Dunbar, Esquire
McAngus, Goudelock & Courie, LLC
Post Office Box 2980
Greenville, SC 29602

November 13, 2017


Angi R. Samuels

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