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Jun 30 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Commons Pleas

J. Derham Cole, Circuit Court Judge

Appellate Case No. 2024-001239
Case No. 2020-CP-42-00055

Lad Santiago,

Appellant,

v.

Oscar Avila Hernandez, *et. al.*

Respondents.

**RETURN TO APPELLANT'S MOTION
TO STRIKE DESIGNATION OF MATTER**

Lad Santiago
5041 N. Blackstock RD
Spartanburg, SC 29303
(864) 576-2983
drladsantiago@gmail.com

Stephen N. Garcia
Bar No. 76191
Garcia Law, LLC
604 Pettigru Street
Greenville, SC 29601
(864) 271-7335
Stephen@scgarcialaw.com

Appellant

Attorney for Respondents

COMES NOW Respondents, by and through undersigned counsel, and file this, their Return to Appellant's Motion to Strike dated June 25, 2025 and state:

1. The crux of Appellant's position regarding the grounds for striking the Respondents' inclusion of the Appellant's Affidavit to the Office of Disciplinary Counsel and the Final Disposition of the Commission on Lawyer Conduct is that:
 - a. The Affidavit and Final Disposition are immaterial;¹
 - b. The Affidavit and Final Disposition have no logical, legal bearing upon the issues;² and
 - c. The inclusion of the Affidavit and Final Disposition are scandalous and offered with the intent to unduly influence this Honorable Court.³
2. While the Respondents disagree with all of the grounds stated in support of the Appellant's Motion to Strike, the Respondents especially disagree with the Appellant's assertion that this Honorable Court can be easily influenced by the Respondents or the Respondents' counsel.
3. Instead, the Respondents and the Respondents' counsel offers the Appellant's Affidavit to the Office of Disciplinary Counsel and the Final Disposition of the Commission on Lawyer Conduct in response to the many, *many* references that the Appellant makes in his Initial Brief and Reply Brief to the purported, unethical behavior of the Respondents' counsel.
4. In at least eighteen (18) separate instances in his Initial Brief and Reply Brief, the Appellant accuses the Respondents' counsel of breaching his ethical obligations to the Court and to the

¹ Appellant's Motion to Strike, p. 2.

² *Id* at p. 3.

³ *Id* at p. 4.

Appellant⁴, but now the Appellant asks this Honorable Court to disallow a response from the Respondents' counsel.

5. The several accusations that the Appellant makes towards the undersigned have already been investigated and cleared by the Office of Disciplinary Counsel.⁵
6. Appellant has made his continued accusations directed at the undersigned a key argument in his Initial Brief and Reply Brief; now Appellant argues that any reference to the underlying Affidavit to the Office of Disciplinary Counsel or the Final Disposition of the Commission on Lawyer Conduct is immaterial, irrelevant and even scandalous.
7. The undersigned responded to these continued accusation *very briefly* and only by including the Appellant's Affidavit to the Office of Disciplinary Counsel and the Final Disposition of the Commission on Lawyer Conduct *as a footnote to a single sentence* in the Respondents' entire Initial Brief.
8. It is absolutely inconsistent—and frankly, absurd—for the Appellant to now argue that any reference to the Appellant's Affidavit to the Office of Disciplinary Counsel and the Final Disposition of the Commission on Lawyer Conduct is immaterial, irrelevant and scandalous when it is the Appellant that has introduced alleged unethical behavior by the undersigned as a cornerstone of his arguments to this Honorable Court.
9. The undersigned must be allowed to respond to the Appellant's frivolous allegations by allowing this Honorable Court the opportunity to review, at its own behest, the prior accusations by the Appellant as well as the findings of the Commission on Lawyer Conduct—

⁴ See Appellant's Initial Brief, p. 2 ¶2 through page 3 ¶1, p. 10, p. 33 ¶2, p. 34 ¶1, p. 34 ¶3, p. 37 ¶1, p. 37 ¶3, p. 38 ¶3, p. 40 ¶3 and ¶4, p. 41 ¶2 and ¶3 and ¶4, p. 42 ¶3, p.45 ¶3; *see also* Appellant's Reply Brief p. 11 ¶2, p. 20 ¶1.

⁵ See Appellant's Affidavit to the Office of Disciplinary Counsel and the Final Disposition of the Commission on Lawyer Conduct attached as Exhibit A and B respectively.

especially where the Commission's findings pertain to the very accusations that the Appellant has made part of his Initial Brief and Reply Brief.

10. Further, the undersigned, in stark contrast to the Appellant, has complete confidence that this Honorable Court will give the Appellant's Affidavit to the Office of Disciplinary Counsel and the Final Disposition of the Commission on Lawyer Conduct its proper weight in maneuvering through the various issues before it.

WHEREFORE, Respondents pray for an order from this Honorable Court denying the Appellant's Motion to Strike, for attorney's fees and costs, and for any further relief the Court deems just and proper.

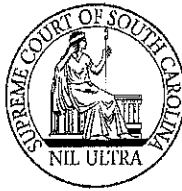
Respectfully submitted,



Stephen N. Garcia, S.C. Bar No. 76191
604 Pettigru Street
Greenville, SC 29601
Dial: (864) 271-7335
Email: Stephen@scgarcialaw.com

Attorney for Respondents

June 30, 2025



The Supreme Court of South Carolina

OFFICE OF DISCIPLINARY COUNSEL

John S. Nichols
Disciplinary Counsel

Post Office Box 12159
Columbia, South Carolina 29211

Kelly B. Arnold
Assistant Disciplinary Counsel

Telephone: (803) 734-2038
Facsimile: (803) 734-1964

March 16, 2020

PERSONAL AND CONFIDENTIAL

Stephen N. Garcia, Esquire
604 Pettigru Street
Greenville, SC 29601

RE: NOTICE OF INVESTIGATION
Complainant: Lad Santiago
Matter Number: 20-DE-L-0290

Dear Mr. Garcia:

We have received information indicating possible professional misconduct on your part. A copy of the information received is enclosed. We are required by the provisions of the Rules for Lawyer Disciplinary Enforcement (RLDE), Rule 413, SCACR, to investigate this matter.

You are hereby notified that the Office of Disciplinary Counsel will investigate the allegations in the enclosed complaint.

The grounds for discipline under RLDE relevant to this matter are found in Rule 7(a). The specific provisions of the Rules of Professional Conduct, Rule 407, SCACR, that we believe are relevant to our investigation at this time are Rules 1.15(d) and (e), 3.3(a)(1) and (3), 3.3(c), and 8.4(d) and (e). We do not allege at this time that you violated any of the Rules, but, instead, list those Rules relevant to this investigation to afford you notice thereof. This investigation may be expanded, as provided in RLDE, if we deem appropriate.


You are required to file a written response with this office within fifteen days of the date of this letter. Your written response must address separately and with specificity whether any of the events mentioned occurred, whether you acknowledge violating the Rules of Professional Conduct, or other rules of this jurisdiction regarding professional conduct of lawyers, and, if so, which rules. Your response must also

include your verification that it is complete and accurate to the best of your knowledge and belief. A form is enclosed for your convenience.

You are further notified that RLDE provides that either the Office of Disciplinary Counsel or you may request that you appear to give a statement concerning this matter on the record and under oath or affirmation. If we request that you appear, we must give you twenty days' notice of the date, time, and place of the required appearance. If you request an opportunity to appear, your written response to this notice must be served on our office prior to or contemporaneously with any such request.

If you have any questions regarding this notice or if you require an extension of time to respond, you should contact our office. Please refer to the matter number set out above on all correspondence and inquiries concerning this matter.

Sincerely,



Kelly B. Arnold

KBA/
Enclosures

Lad Santiago
5041 North Blackstock Road
Spartanburg, South Carolina 29303

RECEIVED

MAR 12 2020

OFFICE OF
DISCIPLINARY COUNSEL

Date: March 11, 2020

Office of Disciplinary Counsel
1220 Senate Street
Suite 309
Columbia, South Carolina 29201

Re: **Grievance Count One** filed against Mr. Stephen N. Garcia, Bar# 76191
604 Pettigru Street, Greenville, South Carolina 29601

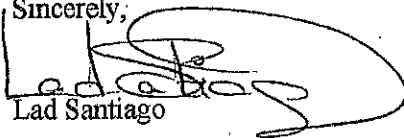
Dear Sir/Madam:

I thank you for the opportunity to file a grievance with your office.

Enclosed is a copy of a sworn affidavit dated and witnessed on March 4, 2020, entitled: Affidavit of Dr. Lad Santiago, Victim and Witness of Criminal Activity Perpetrated Against Dr. Lad Santiago, by Officer Of The Court Operating Under Color Of State Law. The original notarized document (and accompanying enclosures) was sent via UPS on March 4, 2020, but unfortunately, never reached your office. Therefore, I am sending an additional original notarized document to accompany this copy as well as all of the enclosures noted herein.

Thank you for your time in evaluating my grievance. I pray that the appropriate actions will be taken so that the confidence in the rule of law and the justice system will be upheld. Thank you.

Sincerely,


Lad Santiago

LS/eh

Enclosures:

- Affidavit
- List of Exhibits
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

AFFIDAVIT OF
Dr. Lad Santiago
VICTIM AND WITNESS OF CRIMINAL ACTIVITY
PERPETRATED AGAINST
Dr. Lad Santiago,
BY OFFICER OF THE COURT OPERATING UNDER COLOR OF STATE LAW

State of SOUTH CAROLINA)
County of SPARTANBURG) Jurat

I, Lad Santiago: am a live soul, of age of majority, competent to testify, hereafter known as "Affiant" and/or "your Affiant", and state that I have firsthand, personal knowledge of the following facts stated herein, and if called to testify, will testify to the same, and state;

Count One – False Statement

On 02/25/2020, Mr. Stephen Garcia, Esq. through a Motion to Dismiss the legal complaint of Dr. Lad Santiago in the Court of Common Pleas of the Seventh Judicial Circuit, employed facts in paragraphs 8, 15, 22, and 29 of said motion, wherein he states "... that payment for same was immediately due upon receipt of treatment," which statement was not a part of the complaint and/or the exhibits attached thereto submitted to the court by the Affiant, Dr. Lad Santiago. In fact this statement quoted above does not exist in our files. The only form in the patient's file where any mention of a similar statement is found was in the case history form: Health History Questionnaire (Historia de Salud Cuestionario): "Our policy requires payment in full for all services rendered at the time of visit," and this would only apply where there are no exceptions made: "There may be exceptions to this policy, but this will be addressed on an individual basis." See Exhibit C. Such an exception was made to accept payment from the proceeds of any settlement made with the insurance company responsible for the coverage of any medical injuries sustained by our patients and Attorney Stephen N. Garcia's clients. In the exception noted above, the appropriate forms (contracts) were employed and consummated by the parties involved to assure that the medical debts would be paid upon settlement of their cases. See Exhibits A, B. Stephen N. Garcia, Esquire, only employed and noted the phrase in his 12(b)(6) Motion to Dismiss: "... and that payment for same was immediately due upon receipt of treatment," purposefully taking it out of context, knowingly with forethought and malice, in order to alter the judicial machinery of the court basing his contentions upon a false representation of the facts with the willful intent to deceive and undermine the court, and thus, obtain a signed order to dismiss the complaint.

Moreover, Stephen N. Garcia, Esquire was and is the trustee of the trust account that supposedly holds the funds that should have been released to Upstate Clinical Associates via the stipulations set forth in the contract between Dr. Lad Santiago and Attorney Garcia's clients to make payment to Upstate Clinical Associates, but in fact, no funds were ever released, nor is there any verifiable evidence that all of the funds due have been and are currently in trust. Stephen N. Garcia, Esquire as a trustee has unclean hands because he breached his fiduciary duty

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to promptly deliver the funds to Upstate Clinical Associates from the trust account as directed by the Assignment of Benefits contract that his clients agreed to and signed. As the trustee of said funds, Attorney Stephen N. Garcia as trustee, should have acted with impartiality in promptly and completely carrying forth his duty to execute the terms of the signed contracts signed by his clients. Now, he further and presently represents them in an act to oppose a legal complaint filed by the Affiant, Dr. Lad Santiago against his clients for breach of contract. This is a conflict of interest as he has and is presently a trustee of the trust that holds the funds in question. He is defending these clients and supporting their actions of breaching the contracts and not making payment for services rendered by the Affiant, Dr. Lad Santiago, as is so stipulated in the contracts, even though his clients had already agreed before hand with a contractual promise to pay in full. The following exhibits demonstrate his failure to abide by the contracts and they also demonstrate his posture not to perform according to the dictates therein. These exhibits further substantiate his failure to uphold the contracts while making erroneous conclusions regarding their application. See Exhibit D. Please note the rebuttal to his erroneous interpretation. See Exhibit E. Stephen N. Garcia, Esquire had an obligation to uphold and enforce what his clients had previously agreed upon when they signed the contracts of which he was in possession of and privy to. See Exhibit A and B. This type of conduct appears to be a direct violation of **South Carolina Rules of Professional Conduct: Rule 1.15 d: Safekeeping Property: "d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive"** Furthermore, in both situations, the misleading statement and the failure to deliver the funds in the amount of \$17,990.00 to Upstate Clinical Associates appears to be a direct violation of **South Carolina Rules of Professional Conduct: Rule 8.4 d, Misconduct: "It is professional misconduct for a lawyer to: (d) engage in conduct involving dishonesty, fraud, deceit or misrepresentation."** There is no doubt that said untruthful statements by Attorney Stephen N. Garcia, in representing his clients in his motion to dismiss, were cast in an effort to make a false statement of material fact to the court in order to sway the court's posture and decision-making process, an act which appears to be a blatant violation of **South Carolina Rules of Professional Conduct: Rule 4.1a and b: Rule 4.1 - Truthfulness in Statements to Others: "In the course of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact or law to a third person,"** which he has done as is evidenced above.

Moreover, the phrase ". . . that payment for same was immediately due upon receipt of treatment," is irrelevant as other arrangements had already been made as is evidenced by the contracts signed by the patients, i.e. Assignment of Benefits forms. Stephen N. Garcia, Esquire was acutely aware of this, but chose to disregard it, and instead, purposely convoluted the truth through his own ill-conceived machinations. Upon examination, a conceivable mind can easily conclude that his motivation for committing this transgression was committed in order to fabricate the premise of creating another date from which the statute of limitations would begin, and by so doing, create the impression that the case had in fact exceeded the statute of limitations, thereby creating false grounds for the dismissal of said complaint. Furthermore, the actual beginning date for the Statute of Limitations in this case is the date that the contract was breached and not the date when said services ended, which he used as a count-down date from

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which to extend it forward in time to create a false date upon which the Statute of Limitations would end. Furthermore, Stephen N. Garcia, Esquire was absolutely aware and knowledgeable that there were contracts signed by his clients; copies of which he had in his possession, but which Stephen N. Garcia, Esquire willfully and knowingly chose to disregard, thereby ignoring the facts, selecting instead to misrepresent the truth in order to deceive the court, and by so doing gain advantage over the Affiant, Dr. Lad Santiago. Furthermore, Stephen N. Garcia, Esquire breached his fiduciary duty to deliver the funds due to Upstate Clinical Associates from said trust account thus committing a violation of **Rule 1.15d**.

Stephen N. Garcia, Esquire, an OFFICER OF THE COURT, acting under the color of law, while knowing his conduct was unlawful, did commit the act of filing a false document, by knowingly, willfully, and intentionally denying your affiant the exercise and enjoyment of his constitutional rights as they apply to your affiant. This occurred upon Stephen N. Garcia, Esquire submitting an untrue statement as a material fact in his Motion to Dismiss, which was presented by electronic device (email), to the Honorable R. Keith Kelly, on February 26th, 2020, at or about 11:14 A.M., and did file/enter said false document in the Court of Common Pleas, Seventh Judicial Circuit, County of Spartanburg, South Carolina, File No: 2020-CP-42-00055, on February 26th, 2020, on behalf of his clients: Oscar Avila Hernandez, Angelica Calderilla Hernandez, ALA (Minor Child) and JA (Minor Child).

The affiant, charges that heretofore and before the making and filing of this Affidavit in the County of Spartanburg and State of South Carolina, Attorney Stephen N. Garcia, Esquire, OFFICER OF THE COURT, did on February 26th, 2020, on or about 11:14 A.M., in the COURT OF COMMON PLEAS of the SEVENTH JUDICIAL CIRCUIT, in THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA, knowingly commit and/or facilitate the commission of filing into evidence his Motion to Dismiss, and attempt to deceive and controvert the court, and thus cause the court to rely upon his misrepresentation of the facts by stating: "... that payment for same was immediately due upon receipt of treatment," knowing that it was willfully being taken out of context with forethought and malice; a blatant reckless attempt to cause the court to order a dismissal of the complaint, jeopardizing the Plaintiff's ability to redress and be made whole.

The ill-conceived motion named STATE OF SOUTH CAROLINA, 12(b) (6) MOTION TO DISMISS, created and presented by Attorney Stephen N. Garcia, Esquire, OFFICER OF THE COURT, knowingly submitted the aforementioned quoted-untrue statement: "... that payment for same was immediately due upon receipt of treatment," a statement contained within the aforementioned Motion purported and proffered as a material fact, and entered into the COURT OF COMMON PLEAS of the SEVENTH JUDICIAL CIRCUIT, COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA with the appearance of being a legitimate and truthful motion, but with the clear intention to deceive the court and cause it to acquiesce to the dictates of the Motion to Dismiss. Attorney Stephen N. Garcia, Esquire **had the duty** not to violate the **South Carolina Rules of Professional Conduct: Rule 8.4 (d) engage in conduct involving dishonesty, fraud, deceit or misrepresentation**, and therefore, not to commit a transgression of this sort, but instead he chose to engage in conduct involving dishonesty, deceit and misrepresentation with the intent to defraud Upstate Clinical Associates of the funds

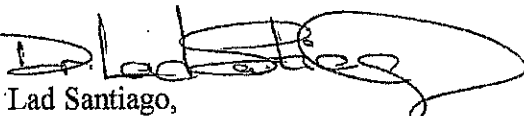
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purportedly safekept for delivery, and thus abuse his position as an Attorney and OFFICER OF THE COURT, giving him advantage over affiant.

Stephen N. Garcia, Esquire acted contrary to the conduct expected of an OFFICER OF THE COURT by willfully giving false and misleading information in his document named Motion to Dismiss that he filed into the court of record. He misrepresented the facts so that he could alter the judicial machinery of the court to acquire a signed court order of dismissal; said document being unethical and unworthy of an OFFICER OF THE COURT, and constituting the use of False Representation of Facts, filed in the COURT OF COMMON PLEAS of the SEVENTH JUDICIAL CIRCUIT, in THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA with File No: 2020-CP-42-00055, on February 26th, 2020 in violation of Official Code of SC§16-9-10 (1), a felony, to wit against the peace and dignity of the State, and, Stephen N. Garcia's Motion to Dismiss described herein above was sent by U.S. Mail and appears to be a violation of 18 USC§1341(1 and 2), a felony.

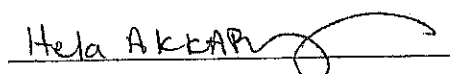
Further, Affiant sayeth naught.

Dated March ^{11th} 4th, 2020.

by: 
Dr. Lad Santiago,
5041 North Blackstock Rd.,
Spartanburg, South Carolina 29303
drladsantiago@gmail.com

State of South Carolina)
County of Spartanburg) Jurat

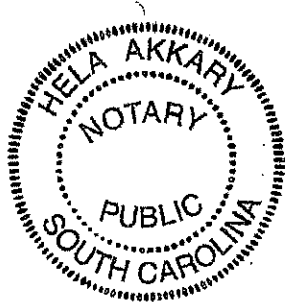
On the ^{11th} 4th day of March, 2020, the above signed "Dr. Lad Santiago," personally appeared before me with this AFFIDAVIT OF Dr. Lad Santiago; VICTIM AND WITNESS OF CRIMINAL ACTIVITY PERPETRATED AGAINST Dr. Lad Santiago, BY OFFICER OF THE COURT UNDER COLOR OF STATE LAW and proved to me on the basis of satisfactory evidence and identification to be the man whose name is subscribed herein above and acknowledged to me that he executed the same in his authorized capacity.


NOTARY PUBLIC

DATE: 3.11.2020

my commission expires

April 22 2029



LIST OF EXHIBITS

EXHIBIT A:	Contracts:	
	Informed Consent for Treatment	
	Assignment of Benefits (Irrevocable Assignment, Lien and Authorization Insurance Benefits and Attorney	
	Informed Consent, Oscar Avila	Page 1
	Informed Consent, Angelica Calderilla	Page 2
	Informed Consent, ALA	Page 3
	Informed Consent, JA	Page 4
	Assignment of Benefits, Oscar Avila	Page 5
	Assignment of Benefits, Angelica Calderilla	Page 6
	Assignment of Benefits, ALA	Page 7
	Assignment of Benefits, JA	Page 8
EXHIBIT B:	Invoices:	
	Invoice, Oscar Avila	Pages 1-4
	Invoice, Angelica Calderilla	Pages 5-8
	Invoice, ALA	Pages 9-11
	Invoice, JA	Pages 12-13
EXHIBIT C:	Health History Form Last Page Statement:	
	English Version	Page 1
	Oscar Avila signed page	Page 2
	Angelica Calderilla signed page	Page 3
	ALA signed page	Page 4
	JA signed page	Page 5
EXHIBIT D:	March 22, 2019 Email:	
	March 22, 2019 Email from Attorney Garcia	Page 1
EXHIBIT E:	March 25, 2019 Email:	
	March 25, 2019 Email Response from UCA to Attorney Garcia	Page 1

Upstate Clinical Associates, LLC
Natural Medicine Clinic
P.O. Box 825
Fairforest, SC 29336
(864)708-2567

Informed Consent for Treatment

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Oscar Avila H 2-6-16
Oscar Avila 2-6-16
Patient's Signature Date

To be completed by patient's representative, if patient is a minor or is physically or mentally incapacitated.

Oscar Avila H
Name of Patient (print)

Dr. [Signature] 6/3/16
Doctor's Signature Date

Signature of Patient's Representative

Relationship to Patient

Upstate Clinical Associates, LLC
Natural Medicine Clinic
P.O. Box 825
Fairforest, SC 29336
(864)708-2567

Informed Consent for Treatment

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Amelica Calhoun 6-08-16
Patient's Signature Date

To be completed by patient's representative,
if patient is a minor or is physically or
mentally incapacitated.

[Signature] 6/12/16
Doctor's Signature Date

Name of Patient (print)

Signature of Patient's Representative

Relationship to Patient

Upstate Clinical Associates, LLC
Natural Medicine Clinic
P.O. Box 825
Fairforest, SC 29336
(864)708-2587

Informed Consent for Treatment

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Oscar Avila H
Patient's Signature Date

[Signature]
Doctor's Signature Date 06/03/16

To be completed by patient's representative, if patient is a minor or is physically or mentally incapacitated.

ALA
Name of Patient (print)
Oscar Avila H
Signature of Patient's Representative
Father
Relationship to Patient

Informed Consent for Treatment

I hereby request and consent to the performance of diagnostic and treatment procedures performed by, or recommended, and/or referred by Upstate Clinical Associates, LLC. These may include, but are not limited to, various diagnostic procedures such as x-rays, neurodiagnostic studies, electrodermal testing, Doppler ultrasound, digital pulse analysis, heart variability analysis, oxymetry, spirometry, laboratory testing (such as hair biopsy, blood chemistries and other analyses of bodily tissues and substances); various modes of manipulative treatments and physiotherapeutics; various natural medicines, nutritional and supplement recommendations, or any other treatments prescribed, on, by, or for me (or on, by, or for the patient named below, for whom I am legally responsible) by the healthcare providers and staff of this facility who now or in the future will render care to me (or the patient named below) while employed by, working, or associated with, Upstate Clinical Associates, LLC, or those who may serve as back-up for this facility, or any other office or clinic associated with Upstate Clinical Associates, LLC.

I have had the opportunity to discuss with the physician(s) and/or staff of this facility regarding the nature and purpose of the above procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of all health care, there are some risks to diagnostic and treatment procedures, including, but not limited to, fractures, disc injuries, strokes, dislocations, strains, and sprains. I do not expect the doctor (or staff) to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor (and/or staff) to exercise judgment during the course of the procedure which the healthcare provider feels at the time, based upon the facts then known, is in my best interest. Alternative treatments may include, but are not limited to: natural medicines and supplements, dietary therapy, metabolic/nutritional therapy, trigger point therapy, laser treatments, LED treatments, exercise therapy, vibration therapy, emotional reinforcement techniques, behavioral modification, acupressure, neurological or brain-based therapy, manipulative or physiotherapeutic procedures. As with any of these alternative procedures there are risks. However, if treatment is not sought, I understand that my condition could get worse, remain the same, or improve.

I also certify that I am seeking care through this facility for my specific health condition(s), and for no other reason.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above named procedures and treatment. I intend this consent form to cover the entire course of treatment for my care in this office.

Patient's Signature

Date



Doctor's Signature



Date

To be completed by patient's representative,
if patient is a minor or is physically or
mentally incapacitated.

Ma Ascencion H.

Name of Patient (print) Signature of
patient's representative

JA

Name of Patient's Representative

Mother

Relationship to Patient

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# _____ Insured's Name: _____
Date of Loss: 5/20/2016 Address: _____
Patient: Oscar Avila _____
Policy: _____

Stephen N. Garcia
To ~~Stephen P. LaTona~~ Attorney at Law.

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

In the event my insurance company obligated to make payments to me upon the charges made by this Office for their services refuses to make such payments, upon demand by me or this Office, I hereby assign and transfer to this Office any and all causes of action that I might have or that might exist in my favor against such company and authorize this Office to prosecute said cause of action either in my name or in the Office's name and further, I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.

I understand that I remain personally responsible for the total amounts due the Office for their services. I further understand and agree that this Assignment, Lien and Authorization does not constitute any consideration for the Office to await payments and they may demand payments from me immediately upon rendering services at their option. And further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee. I agree to pay all costs of collection of any balance due this Office, including reasonable attorney's fees.

I authorize the Office to release any information pertinent to my case to any insurance company, adjuster or attorney to facilitate collection under this Assignment, Lien and Authorization. I agree that the above mentioned Office by given Power of Attorney to endorse/sign my name on any and all checks for payment of my doctor bill. I hereby instruct that in the event another attorney is substituted in this matter, the new attorney honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him. A photocopy of this Assignment shall be considered as effective and valid as the original.

Date: 6/3/2016 Signed: Oscar Avila Hernandez
Witness: [Signature]

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# _____

Insured's Name: _____

Date of Loss: 5/20/2016

Address: _____

Patient: Angelica Calderilla

Policy: _____

Stephen N. Garcia

To ~~Stephen N. Garcia~~ Attorney at Law:

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

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Date: 6/2/16

Signed: Angelica Calderilla C

Witness: [Signature]

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# _____

Insured's Name: _____

Date of Loss: 5/20/2016

Address: _____

Patient: ALA

Policy: _____

Stephen N. Garcia

To ~~Stephen N. Garcia~~ Attorney at Law

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

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OSCAR AVILA PARA

Date: 6/2/16

Signed: ALA

Witness: [Signature]

**IRREVOCABLE ASSIGNMENT, LIEN AND AUTHORIZATION
INSURANCE BENEFITS AND ATTORNEY**

Claim or File# _____

Insured's Name: _____

Date of Loss: 5/20/2016

Address: _____

Patient: JA

Policy: _____

Stephen N. Garcia

To ~~Stephen N. Garcia~~ Attorney at Law.

I hereby authorize and direct you my insurance company, liability insurance adjuster, and/or my attorney, to pay directly to Upstate Clinical Associates, LLC such sums as may be due and owing this Office for services rendered to me, both by reason of accident or illness, and by reason of any other bills that are due this Office, and to withhold such sums from any disability benefits, medical payments benefits, No Fault benefits, health and accident benefits, worker's compensation benefits, or any other insurance benefits obligated to reimburse me or from any settlement, judgment or verdict on my behalf as may be necessary to adequately protect said Office. I hereby further give a lien to said Office against any and all insurance benefits named herein, and any and all proceeds of any settlement, judgment or verdict which may be paid to me as a result of the injuries or illness for which I have been treated by said Office. This is to act as an assignment of my rights and benefits to the extent of the Office's services provided.

In the event my insurance company obligated to make payments to me upon the charges made by this Office for their services refuses to make such payments, upon demand by me or this Office, I hereby assign and transfer to this Office any and all causes of action that I might have or that might exist in my favor against such company and authorize this Office to prosecute said cause of action either in my name or in the Office's name and further, I authorize this Office to compromise, settle or otherwise resolve said claim or cause of action as they see fit.

I understand that I remain personally responsible for the total amounts due the Office for their services. I further understand and agree that this Assignment, Lien and Authorization does not constitute any consideration for the Office to await payments and they may demand payments from me immediately upon rendering services at their option. And further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fee. I agree to pay all costs of collection of any balance due this Office, including reasonable attorney's fees.

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Date: 6/16/2016

Signed: Ma Ascencion Hernandez

Witness: [Signature]

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/9/2019

Phone # (864)708-2567 mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

Oscar Avila - DOA: 05 20 2016
102 Albert Drive
Gaffney, SC 29341

		\$6,517.00	
05/31/2016	Balance forward		0.00
06/02/2016	INV #635. Due 06/02/2016. --- Comprehensive Medl Hist & PhyEx \$300.00	300.00	300.00
06/03/2016	INV #636. Due 06/03/2016. --- Comprehensive Ortho-Neuro Exam \$300.00 --- Meridian Assess & Treatment \$20.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Hi Volt, 2 @ \$30.00 = 60.00	560.00	860.00
06/07/2016	INV #637. Due 06/07/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$20.00 --- Cold Laser \$30.00 --- Hi Frequency Current, 3 @ \$30.00 = 90.00 --- Arthroben \$65.00	255.00	1,115.00
06/16/2016	INV #638. Due 06/16/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$20.00 --- Hi Volt, 3 @ \$30.00 = 90.00	160.00	1,275.00
06/21/2016	INV #639. Due 06/21/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$20.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Hi Frequency Current, 3 @ \$30.00 = 90.00	220.00	1,495.00
06/24/2016	INV #640. Due 06/24/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$20.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Hi Frequency Current, 3 @ \$30.00 = 90.00 --- Arthroben \$65.00 --- End Fatigue Pain Formula \$35.00	320.00	1,815.00
0.00	0.00	0.00	575.00
			5,942.00
			\$6,517.00

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Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/8/2019

Phone# (864)708-2567 mail@naturalmedicinedclinic.org
www.naturalmedicinedclinic.org

Oscar Avila - DOA: 05 20 2016
102 Albert Drive
Gaffney, SC 29341

		\$6,517.00	
06/29/2016	INV #641. Due 06/29/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 3 @ \$30.00 = 90.00 — Hi Volt, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00	310.00	2,125.00
07/14/2016	INV #642. Due 07/14/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — X-Ray Interpretation \$45.00 — Report of Findings \$35.00 — Cold Laser, 3 @ \$30.00 = 90.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Lumbar Decompression \$75.00	405.00	2,530.00
07/28/2016	INV #643. Due 07/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Lumbar Decompression \$75.00	295.00	2,825.00
08/02/2016	INV #644. Due 08/02/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser \$30.00 — Hi Volt, 3 @ \$30.00 = 90.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — Lumbar Decompression \$75.00	325.00	3,150.00
08/25/2016	INV #645. Due 08/25/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser \$30.00 — Hi Volt, 3 @ \$30.00 = 90.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — Lumbar Decompression \$75.00	325.00	3,475.00
0.00	0.00	0.00	575.00
			5,942.00
			\$6,517.00

Upstate Clinical Associates, LLC

P.O. Box 825
 SC 29336

Phone # (864)708-2567

mail@naturalmedicineclinic.org
 www.naturalmedicineclinic.org

5/9/2019

Oscar Avila - DOA: 05 20 2016
 102 Albert Drive
 Gaffney, SC 29341

		\$6,517.00			
08/30/2016	INV #646. Due 08/30/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Hi Frequency Current \$30.00 -- Lumbar Decompression \$75.00 -- Ausanil \$20.00	315.00	3,790.00		
09/02/2016	INV #647. Due 09/02/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Hi Volt, 3 @ \$30.00 = 90.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00 -- Manual Therapy \$35.00 -- Betammune \$33.00 -- Veramannan \$39.00	432.00	4,222.00		
09/08/2016	INV #648. Due 09/08/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cervical Decompression \$75.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Lumbar Decompression \$75.00	340.00	4,562.00		
09/13/2016	INV #649. Due 09/13/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 3 @ \$30.00 = 90.00 -- Hi Volt, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00	385.00	4,947.00		
0.00	0.00	0.00	575.00	5,942.00	\$6,517.00

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

Phone # (864)708-2567

mail@naturalmedicineclinic.org

www.naturalmedicineclinic.org

5/9/2019

Oscar Avila - DOA: 05 20 2016
102 Albert Drive
Gaffney, SC 29341

		\$6,517.00	
09/22/2016	INV #650. Due 09/22/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Volt, 2 @ \$30.00 = 60.00 — Hi Frequency Current \$30.00 — Lumbar Decompression \$75.00	295.00	5,242.00
10/19/2016	INV #651. Due 10/19/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Lumbar Decompression \$75.00 — Manual Therapy, 2 @ \$35.00 = 70.00	305.00	5,547.00
10/28/2016	INV #652. Due 10/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Hi Volt, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 4 @ \$30.00 = 120.00 — Lumbar Decompression \$75.00 — Manual Therapy, 2 @ \$35.00 = 70.00	395.00	5,942.00
11/16/2016	INV #653. Due 11/16/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — Lumbar Decompression \$75.00 — Manual Therapy, 2 @ \$35.00 = 70.00	275.00	6,217.00
12/01/2016	INV #654. Due 12/01/2016. — Comprehensive Ortho-Neuro Exam \$300.00	300.00	6,517.00
0.00	0.00	0.00	575.00
			5,942.00
			\$6,517.00

EXHIBIT B, page 5 of 13

Statement

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/9/2019

Phone # (864)708-2567

mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

Angelica Calderilla
102 Albert Drive
Gaffney, SC 29341

		\$5,178.00	
05/31/2016	Balance forward		0.00
06/02/2016	INV #655. Due 06/02/2016. — Comprehensive Medl Hist & PhyEx \$300.00	300.00	300.00
06/07/2016	INV #656. Due 06/07/2016. — Comprehensive Ortho-Neuro Exam \$300.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 4 @ \$30.00 = 120.00 — Lido Patch \$10.00	510.00	810.00
06/16/2016	INV #657. Due 06/16/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 5 @ \$30.00 = 150.00	280.00	1,090.00
06/21/2016	INV #658. Due 06/21/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 5 @ \$30.00 = 150.00 — Lido Patch \$10.00	290.00	1,380.00
06/29/2016	INV #659. Due 06/29/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 5 @ \$30.00 = 150.00 — Arthroben \$65.00 — Betamune \$33.00 — Veramannan \$39.00	417.00	1,797.00
0.00	0.00	0.00	430.00
		4,748.00	\$5,178.00

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EXHIBIT B, page 6 of 13

Statement

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/9/2019

Phone # (864)708-2567 mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

Angelica Calderilla
102 Albert Drive
Gaffney, SC 29341

		\$5,178.00	
07/14/2016	INV #660, Due 07/14/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- HI Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- X-Ray Interpretation \$45.00 -- Report of Findings \$35.00	375.00	2,172.00
07/28/2016	INV #661, Due 07/28/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- HI Frequency Current, 3 @ \$30.00 = 90.00 -- Lumbar Decompression \$75.00 -- Betamune \$33.00 -- Veramannan \$39.00 -- Skinbiotics Treatment Creme \$28.00	395.00	2,567.00
08/30/2016	INV #662, Due 08/30/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- HI Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- Betamune \$33.00 -- Veramannan \$39.00	367.00	2,934.00
09/02/2016	INV #663, Due 09/02/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$20.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- HI Frequency Current, 3 @ \$30.00 = 90.00 -- Cervical Decompression \$75.00 -- Manual Therapy \$35.00 -- Lido Patch \$10.00	340.00	3,274.00
0.00	0.00	0.00	430.00
		4,748.00	\$5,178.00

A22

Statement

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/9/2019

Phone# (864)708-2567 mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

Angelica Calderilla
102 Albert Drive
Gaffney, SC 29341

		\$5,178.00	
09/08/2016	INV #664. Due 09/08/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Volt, 2 @ \$30.00 = 60.00 — Cervical Decompression \$75.00 — Lido Patch \$10.00	275.00	3,549.00
09/13/2016	INV #665. Due 09/13/2016. — Office Visit \$60.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Cervical Decompression \$75.00 — Manual Therapy \$35.00	330.00	3,879.00
09/22/2016	INV #666. Due 09/22/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 3 @ \$30.00 = 90.00 — Cervical Decompression \$75.00 — Manual Therapy \$35.00 — Colax \$24.00	354.00	4,233.00
10/19/2016	INV #667. Due 10/19/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current \$30.00 — Cervical Decompression \$75.00 — Lumbar Decompression \$75.00	310.00	4,543.00
10/28/2016	INV #668. Due 10/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$20.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — Cervical Decompression \$75.00	205.00	4,748.00
0.00	0.00	0.00	430.00
			4,748.00
			\$5,178.00

Upstate Clinical Associates, LLC

Statement

P.O. Box 825
SC 29336

5/9/2019

Phone # (864)708-2567 mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

Angelica Calderilla
102 Albert Drive
Gaffney, SC 29341

		\$5,178.00	
11/16/2016	INV #669 Due 11/16/2016 --- Office Visit \$50.00 --- Meridian Assess & Treatment \$20.00	130.00	4,878.00
12/01/2016	INV #670 Due 12/01/2016 --- HI Frequency Current, 2 @ \$30.00 = 60.00 --- Comprehensive Ortho-Neuro Exam \$300.00	300.00	5,178.00
0.00	0.00	0.00	430.00
		4,748.00	\$5,178.00

EXHIBIT B, page 9 of 13

Statement

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/9/2019

Phone # (864)708-2567 mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

ALA
c/o Oscar Avila
102 Albert Drive
Gaffney, SC 29341

		\$3,545.00	
05/31/2016	Balance forward		0.00
06/03/2016	INV #677. Due 06/03/2016. --- Comprehensive Medl Hist & PhyEx \$300.00	300.00	300.00
06/07/2016	INV #678. Due 06/07/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser \$30.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00	465.00
06/16/2016	INV #679. Due 06/16/2016. --- Comprehensive Ortho-Neuro Exam \$300.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser \$30.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	415.00	880.00
06/21/2016	INV #680. Due 06/21/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser \$30.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00	1,045.00
06/24/2016	INV #681. Due 06/24/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser \$30.00 --- Hi Frequency Current, 3 @ \$30.00 = 90.00	195.00	1,240.00
06/29/2016	INV #682. Due 06/29/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	1,435.00
07/14/2016	INV #683. Due 07/14/2016. --- Office Visit \$50.00 --- Meridian Assess & Treatment \$25.00 --- Cold Laser, 2 @ \$30.00 = 60.00 --- Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	1,630.00
0.00	300.00	0.00	65.00
		3,180.00	\$3,545.00

A-25

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

5/9/2019

Phone # (864)708-2567 mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

ALA
c/o Oscar Avila
102 Albert Drive
Gaffney, SC. 29341

				\$3,545.00	
07/28/2016	INV #684. Due 07/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00			195.00	1,825.00
08/02/2016	INV #685. Due 08/02/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00 — X-Ray Interpretation \$45.00 — Report of Findings \$35.00			275.00	2,100.00
08/30/2016	INV #686. Due 08/30/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00			195.00	2,295.00
09/08/2016	INV #687. Due 09/08/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current \$30.00			165.00	2,460.00
09/13/2016	INV #688. Due 09/13/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00			165.00	2,625.00
09/22/2016	INV #689. Due 09/22/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser \$30.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00			165.00	2,790.00
0.00	300.00	0.00	65.00	3,180.00	\$3,545.00

Statement

Upstate Clinical Associates, LLC

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5/9/2019

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c/o Oscar Avila
102 Albert Drive
Gaffney, SC. 29341

		\$3,545.00	
10/19/2016	INV #890. Due 10/19/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	2,985.00
10/28/2016	INV #891. Due 10/28/2016. — Office Visit \$50.00 — Meridian Assess & Treatment \$25.00 — Cold Laser, 2 @ \$30.00 = 60.00 — Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	3,180.00
11/16/2016	INV #892. Due 11/16/2016. — Office Visit \$50.00 — Meridian Assessment \$15.00	65.00	3,245.00
01/17/2017	INV #893. Due 01/17/2017. — Comprehensive Ortho-Neuro Exam \$300.00	300.00	3,545.00
0.00	300.00	0.00	65.00
			3,180.00
			\$3,545.00

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EXHIBIT B, page 12 of 13

Statement

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

Phone# (864)708-2567

mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

5/9/2019

<p>JFA 102 Albert Drive Gaffney, SC 29341</p>

		\$2,750.00	
05/31/2016	Balance forward		0.00
06/16/2016	INV #694. Due 06/16/2016. -- Comprehensive Medl Hist & PhyEx \$300.00	300.00	300.00
06/21/2016	INV #695. Due 06/21/2016. -- Comprehensive Ortho-Neuro Exam \$300.00 -- Meridian Assessment \$15.00	315.00	615.00
06/24/2016	INV #696. Due 06/24/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00	195.00	810.00
06/29/2016	INV #697. Due 06/29/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser, 3 @ \$30.00 = 90.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00	225.00	1,035.00
07/14/2016	INV #698. Due 07/14/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00	135.00	1,170.00
07/28/2016	INV #699. Due 07/28/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00	135.00	1,305.00
08/02/2016	INV #700. Due 08/02/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00	215.00	1,520.00
08/30/2016	INV #701. Due 08/30/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser \$30.00 -- Hi Frequency Current, 2 @ \$30.00 = 60.00	165.00	1,685.00
0.00	300.00	0.00	105.00
		2,345.00	\$2,750.00

A28

Statement

Upstate Clinical Associates, LLC

P.O. Box 825
SC 29336

Phone # (864)708-2567

mail@naturalmedicineclinic.org
www.naturalmedicineclinic.org

5/9/2019

JN
102 Albert Drive
Gaffney, SC 29341

		\$2,750.00	
09/08/2016	INV #702. Due 09/08/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser \$30.00 -- HI Frequency Current, 2 @ \$30.00 = 60.00	165.00	1,850.00
09/13/2016	INV #703. Due 09/13/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser, 2 @ \$30.00 = 60.00 -- HI Frequency Current \$30.00	165.00	2,015.00
09/22/2016	INV #704. Due 09/22/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser \$30.00 -- HI Frequency Current, 2 @ \$30.00 = 60.00	165.00	2,180.00
10/19/2016	INV #705. Due 10/19/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- Cold Laser \$30.00 -- HI Frequency Current, 2 @ \$30.00 = 60.00	165.00	2,345.00
11/16/2016	INV #706. Due 11/16/2016. -- Office Visit \$50.00 -- Meridian Assess & Treatment \$25.00 -- HI Frequency Current \$30.00	105.00	2,450.00
01/17/2017	INV #707. Due 01/17/2017. -- Comprehensive Ortho-Neuro Exam \$300.00	300.00	2,750.00
0.00	300.00	0.00	105.00
			2,345.00
			\$2,750.00

A29

MEN ONLY

Do you usually get up to urinate during the night?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, # of times: _____		
Do you feel pain or burning with urination?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any blood in your urine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you feel burning discharge from penis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has the force of your urination decreased?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you had any kidney, bladder, or prostate infections within the last 12 months?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have any problems emptying your bladder completely?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any difficulty with erection or ejaculation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Any testicle pain or swelling?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you had a prostate and rectal exam? Date of prostate exam: _____ Date of rectal exam: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

OTHER PROBLEMS

Check if you have, or have had, any symptoms in the following areas to a significant degree and briefly explain.

<input type="checkbox"/> Skin	<input type="checkbox"/> Lungs	<input type="checkbox"/> Nerves
<input type="checkbox"/> Head/Neck	<input type="checkbox"/> Immune	<input type="checkbox"/> Muscles
<input type="checkbox"/> Brain	<input type="checkbox"/> Back	<input type="checkbox"/> RECENT CHANGES IN:
<input type="checkbox"/> Ears	<input type="checkbox"/> Gastro Intestinal	<input type="checkbox"/> Weight
<input type="checkbox"/> Eyes	<input type="checkbox"/> Pancreas	<input type="checkbox"/> Energy Level
<input type="checkbox"/> Nose	<input type="checkbox"/> Kidney	<input type="checkbox"/> Ability to sleep
<input type="checkbox"/> Mouth	<input type="checkbox"/> Male Genito Urinary	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Throat	<input type="checkbox"/> Female Genito Urinary	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Thyroid	<input type="checkbox"/> Endocrine (Hormones)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Chest/Heart/Vascular	<input type="checkbox"/> Circulation	<input type="checkbox"/> Other: _____

STATEMENT OF ACKNOWLEDGEMENT

Your signature below indicates that you understand that you are solely responsible for any treatment rendered in this office. All services rendered to you are charged directly to you, and you are personally responsible for payment. In most instances, this office does not accept insurance of any kind. There may be exceptions to this policy, but this will be addressed on an individual basis. (Please advise us immediately if you are a Medicare patient, as we do not treat Medicare patients for services covered by Medicare.)

We invite you to discuss with us any questions regarding our services. The best health services are based on a friendly, mutual understanding between provider and patient. Our policy requires payment in full for all services rendered at the time of visit. Your signature also indicates that you authorize the staff to perform any necessary services needed during diagnosis and treatment, and that you understand the above information and guarantee this form was completed correctly to the best of your knowledge and understand it is your responsibility to inform this office of any changes to the information you have provided.

Signature: _____ Date: _____

A30

Tiroides	Endocrine (hormonas)	Otros:
• Pecho / corazón / Vascular	• Circulación	Otros:

DECLARACIÓN DE RECONOCIMIENTO

Su firma indica que usted entiende que usted es el único responsable de cualquier tratamiento dictada en esta oficina. Todos los servicios prestados a que se pagan directamente a usted, y usted es personalmente responsable del pago. En la mayoría de los casos, esta oficina no acepta seguros de ningún tipo. Puede haber excepciones a esta política, pero esto será abordado de manera individual. (Por favor, háganos saber de inmediato si usted es un paciente de Medicare, como no tratamos a los pacientes de Medicare para los servicios cubiertos por Medicare).

Te invitamos a discutir con nosotros alguna pregunta acerca de nuestros servicios. Los mejores servicios de salud se basan en un amistoso, entendimiento mutuo entre el proveedor y el paciente. Nuestra política requiere el pago completo por todos los servicios prestados en el momento de la visita. Su firma también indica que usted autorice al personal para llevar a cabo cualquiera de los servicios necesarios durante el diagnóstico y el tratamiento, y que usted entiende la información anterior y garantiza esta forma fue completada correctamente a lo mejor de su conocimiento y entiendo que es su responsabilidad informar a esta oficina de cualquier cambio en la información que ha proporcionado.

Fecha De La Firma: 2-6-16

6/3/16
 OSCAR A. DIAZ H.

Tiroides	Indocariné (hormonas)	Otros:
• Pecho / corazón / Vascular	• Circulación	Otros:

DECLARACIÓN DE RECONOCIMIENTO

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Fecha: De La Firma: Angelica Calderilla C.
6/2/16

• Tiroides	• Endocríné (hórmonas)	Otros:
• Pecho / corazón / Vasculár	• Circulación	Otros:

DECLARACIÓN DE RECONOCIMIENTO

Su firma indica que usted entiende que usted es el único responsable de cualquier tratamiento dictada en esta oficina. Todos los servicios prestados a que se pagan directamente a usted, y usted es personalmente responsable del pago. En la mayoría de los casos, esta oficina no acepta seguros de ningún tipo. Puede haber excepciones a esta política, pero esto será abordado de manera individual. (Por favor, háganos saber de inmediato si usted es un paciente de Medicare, como no tratamos a los pacientes de Medicare para los servicios cubiertos por Medicare).

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Fecha De La Firma: *Oscar Hvila Para*

6/2/16

ALA

		Otros:
Tiroides	Indocrine (hormonas)	Otros:
Pecho / corazón / Vascular	Circulación	Otros:

DECLARACIÓN DE RECONOCIMIENTO :

Su firma indica que usted entiende que usted es el único responsable de cualquier tratamiento dictada en esta oficina. Todos los servicios prestados a que se pagan directamente a usted, y usted es personalmente responsable del pago. En la mayoría de los casos, esta oficina no acepta seguros de ningún tipo. Puede haber excepciones a esta política, pero esto será abordado de manera individual. (Por favor, háganos saber de inmediato si usted es un paciente de Medicare, como no tratamos a los pacientes de Medicare para los servicios cubiertos por Medicare).

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Fecha De La Firma: Oscar Avila H

Ma Ascención Hernández

6/16/16

For JA



Elizabeth Hughston <upstateclinicalassociates@gmail.com>

Avila cases

Stephen N. Garcia, Esq. <Stephen@scgarcialaw.com>

Fri, Mar 22, 2019 at 11:01 AM

To: Elizabeth Hughston <upstateclinicalassociates@gmail.com>

Cc: "Christopher P. Garcia" <Chris@scgarcialaw.com>, "jmorejon@scgarcialaw.com" <jmorejon@scgarcialaw.com>

Mrs. Santiago,

I have one further followup on this issue.

The assignment of benefits, even if valid, specifically states that your office will retain a lien on "all proceeds of any settlement, judgment or verdict which may be paid to [the patient] as a result of injuries or illness for which [the patient has] been treated by said Office." It is my belief that this language limits the lien to the payments made specifically for the treatment provided by your office. As you are already aware, the carrier vehemently contested the validity and value of the treatment provided by your office. As a result, only a small fraction of the approximately \$17,990.00 bill was considered in the settlement offer, and in an amount far less than what my clients have offered in full and final satisfaction of all outstanding debt. I do not believe I am obligated or authorized to hold the entire \$17,990.00 from my clients, but instead, it is my belief that I am only obligated and authorized to hold that portion that was paid specifically for the treatment provided by your office.

As I have previously intimated, I have done everything I can to bring this matter to a conclusion. I have contacted the Bar regarding my questions and concerns. I will meet with my clients in the early part of next week to bring to their attention, once again, the extent of my obligation to hold these funds. I strongly suggest you contact my office to discuss this matter.

Sincerely,

Stephen



604 Pettigru Street, Greenville, SC 29601
Office: 864.271.7335 Fax: 864.271.7336
Direct Line: 864.214.7359
email: Stephen@SCGarciaLaw.com

PRIVILEGE AND CONFIDENTIALITY NOTICE: This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. The contents of this e-mail message and any attachments are intended solely for the party or parties addressed and named in this message. This communication and all attachments, if any, are intended to be and to remain confidential, and it may be subject to the applicable attorney-client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments.



Elizabeth Hughston <upstateclinicalassociates@gmail.com>

Avila cases

Elizabeth Hughston <upstateclinicalassociates@gmail.com>

Mon, Mar 25, 2019 at 12:28 PM

To: "Stephen N. Garcia, Esq." <Stephen@scgarciaw.com>

Cc: "Christopher P. Garcia" <Chris@scgarciaw.com>, "jmorejon@scgarciaw.com" <jmorejon@scgarciaw.com>

Dear Mr. Stephen Garcia:

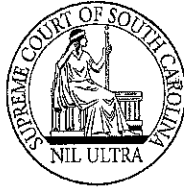
This email is in strict reply to your email of Friday March 22, 2019 at 11:01 am. It is true and I concur, as noted in your email that our office will retain a lien on, "... all proceeds of any settlement, judgment or verdict which may be paid to [the patient] as a result of injuries or illness for which [the patient] has been treated by said Office." As previously noted in my email of Friday, March 22, 2019 at 1:29 pm, this Assignment of Benefits form was upheld by the Court of Appeals in the State of Georgia and was further affirmed by the Supreme Court of same. I do not believe, as you have suggested that the language in the Assignment of Benefits form limits payments to the treatments provided by our office, but rather incorporates the fullest extent of the expenses incurred by the claimant, against any and all proceeds to whatever extent that they may be, as garnered from any settlement proceeds produced.

Although you claim that the carrier vehemently contested the validity and value of our treatment, we provided your office on December 21, 2018, a comprehensive report contesting and rebutting the carrier's independent examiners report that was skewed drastically, at the very least. Our report could have been utilized as ammunition to further the negotiations and interests of all parties concerned. This was in direct response to Christopher Garcia's email requesting help on December 13, 2018 with regard to the IME (independent medical evaluation). However, as per the email issued to us by Mr. Christopher Garcia on December 27, 2018, you will note that he not only failed to challenge the validity of the Insurance carrier's position, but ignored our response to the IME, and only wanted to move on settlement, and thus strictly requested from us a reduction of our fees. Therefore, by not acting on this vital information that we provided to your office (at his request), your firm directly limited the amount of settlement proceeds that could have been obtained and would have benefited all parties involved.

Furthermore, I disagree that only a small fraction of the medical fees were considered in the settlement offer. As you are aware, most insurance companies routinely consider medical fees in their totality in reaching settlement amounts. Furthermore, they never have the best interests of the claimant, as their posture is adversarial in nature as they are driven by their interest to minimize their exposure and losses in matters such as this. Although your opinion is that you only need to hold a percentage of the total service fees incurred by our patients, I believe, given the Assignment of Benefits form, that your duty is to do otherwise given the language contained in this document. Thus, the entire amount of \$17,990.00 is the amount to be held in trust.

Please note, that we also attempted to do everything possible to bring this matter to a satisfactory conclusion. Consequently, in the past couple of months, we have also contacted the SC Bar to discuss this matter wherein certain insights were obtained. In good faith, we have been willing to reach out to your office to bring about a satisfactory resolution to the matter at hand without compromising our interests to the extent and degree that your office has proffered. This is why we reached out to Mr. Oscar Avila recently so that this could be concluded without litigation and further complications. Obviously, this objective was thwarted as was so noted in our last email to you. It would appear that in the interest of all parties concerned that your firm would encourage our patients/your clients to have direct communication with us in order to reach an amicable and just resolution to this matter. Please note that we are still willing to reach out to your office. To this end, Dr. Santiago is willing to speak with you. Thank you.

Upstate Clinical Associates



The Supreme Court of South Carolina

COMMISSION ON LAWYER CONDUCT

Deborah S. McKeown
Commission Counsel

1220 Senate Street, Suite 111
Columbia, South Carolina 29201
Telephone: (803) 734-2037
Fax: (803) 734-0363

June 5, 2020

PERSONAL AND CONFIDENTIAL

Lad Santiago
5041 North Blackstock Road
Spartanburg, SC 29303

RE: Lawyer: Stephen N. Garcia, Esquire
ODC File Number: 20-DE-L-0290
NOTICE OF FINAL DISPOSITION

Dear Dr. Santiago:

You previously filed a complaint with the Office of Disciplinary Counsel about Stephen N. Garcia, Esquire in connection with the above-referenced matter. On June 5, 2020, an investigative panel of the Commission convened to consider the recommendation of the Disciplinary Counsel for disposition of this matter based on the information gathered in the investigation. As required by the Rules for Lawyer Disciplinary Enforcement, Rule 413, SCACR, the inquiries of the panel were limited to whether or not there was evidence of ethical misconduct on the part of Mr. Garcia that would warrant further investigation or the filing of formal charges.

After considering the information received from you, Mr. Garcia's response, and the report of Disciplinary Counsel setting forth the results of the investigation, the investigative panel voted to dismiss your complaint. At the direction of the Commission, I am notifying you of the action taken on this matter. This dismissal constitutes a final disposition of your complaint. As required by the rules, Mr. Garcia and Disciplinary Counsel are being notified of the action taken by the investigative panel by copy of this letter.

Sincerely,
Barbara W. Hinson
Barbara W. Hinson
Administrative Assistant

BWH/

cc: Stephen N. Garcia, Esquire
Kelly B. Arnold, Esquire
Assistant Disciplinary Counsel

B

RECEIVED

Jun 30 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY

Court of Commons Pleas

J. Derham Cole, Circuit Court Judge

Appellate Case No. 2024-001239
Case No. 2020-CP-42-00055

Lad Santiago,

Appellant,

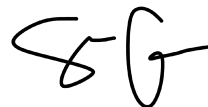
v.

Oscar Avila Hernandez, *et. al.*

Respondents.

PROOF OF SERVICE

I certify that I have served the Respondents' **Return to Appellant's Motion to Strike** on Lad Santiago by depositing a copy of it in the United States Mail, postage prepaid, on **June 30, 2025** addressing to Lad Santiago, 5041 North Blackstock Road, Spartanburg, SC 29303 as well as by email to drladsantiago@gmail.com.



Stephen Garcia, Bar No. 76191
Garcia Law, LLC
604 Pettigru Street
Greenville, South Carolina 29601
(864) 271-7335
Stephen@scgarcialaw.com
Attorney for Respondent

June 30, 2025