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SC Court of Appeals

State of South Carolina
Workers' Compensation Commission

APPELLATE PANEL DECISION AND ORDER

COMMISSION PANEL: The Honorable Aisha Taylor; The Honorable Cynthia C. Dooley; and
The Honorable Gene McCaskill.

SCWCC File No.: 2207041

Walter Hoover,

Claimant,

v.

Tractor Supply Company,

Employer,

and

Starr Specialty Insurance Company,

Carrier,

Defendants.

AFFIRMED

Hearing Held in Richland County, South Carolina,
on April 14, 2025

Per notice timely and properly served upon all Parties of Interest.

Appearances: Walter Hoover, Claimant/Appellant, *pro se*.

Claudia Piechota, Esq., of Holder Padgett Littlejohn & Prickett,
LLC, represents Defendants/Respondents.

Court Reporter: Amber Scarborough, 1230 Richland St, Columbia, SC 29201,
803-252-3445, contact@creelreporting.com.

Filed: June 12, 2025

I. STATEMENT OF THE CASE

Single Commissioner

Claimant sustained an admitted injury by accident to his low back arising out of and in the course and scope of his employment on May 25, 2022. Thereafter, Claimant underwent medical treatment authorized and provided by Defendants.

On May 11, 2023, Defendants filed a Form 21, Employer's Hearing Request, to address suspension, termination, or reduction of Claimant's temporary disability payments for cause; to assert an overpayment of said temporary total disability benefits; and to request a reduction to the correct Claimant's compensation rate of \$361.84.

On May 16, 2023, Claimant filed a Form 50, Employee's Request for Hearing, to determine whether he is entitled to additional benefits under the South Carolina Workers' Compensation Act ("the Act").

On June 21, 2023, Defendants filed a Form 51, Employer's Answer to Request for Hearing, to assert Claimant has been medically non-compliant and is, therefore, not entitled to additional benefits under the Act.

On November 28, 2023, a hearing was held before a Single Commissioner to determine issues set forth on the parties' Forms 50, 51 and 21.¹

During the hearing, Defendants asserted Claimant failed to cooperate and participate in his own treatment and frustrated the efforts of the other persons involved in his claim, including the medical providers, nurse case managers, and Defense counsel, in their diligent attempts to provide him treatment under the Act. Defendants maintained Claimant acted in such a belligerent manner that Dr. Edward Tavel, Dr. Brett Gunter, and Dr. Gisele Girault all released him from their practice or refused

¹ The hearing was originally set for July 27, 2023; however, the hearing was postponed in order to allow Claimant an opportunity to obtain counsel to represent his interests. The Commission granted Claimant's two prior attorneys' requests for relief of counsel. On November 28, 2023, Claimant voluntarily elected to proceed with the hearing *pro se*.

to provide treatment, and a nurse case manager resigned from the claim. Defendants contended that based on his continued medical non-compliance, Claimant had constructively abandoned his workers' compensation claim and was no longer entitled to benefits under the Act pursuant to S.C. Code Ann. § 42-16-60. In the alternative, Defendants requested Claimant to be found at maximum medical improvement and a determination of disability, if any; future medical treatment needs and permanent work restrictions pursuant to S.C. Code Ann. § 42-9-30.

Secondly, Defendants asserted according to payroll records, Claimant's average weekly wage totaled to \$542.73, with a corresponding compensation rate of \$361.84. Defendants asserted a total overpayment based on the correct compensation rate from May 26, 2022, to February 14, 2023, in the amount of \$6,850.58. Thirdly, Defendants requested a credit for temporary benefits paid during Claimant's period of medical non-compliance based on his continued constructive refusal of medical treatment from February 14, 2023, to November 13, 2023, in the amount of \$23,356.48. Collectively, Defendants requested a total of \$30,107.06 for overpayment based on the corrected compensation rate and medical non-compliance. In the alternative, if the Commission found Claimant entitled to additional medical treatment, Defendants requested a reduction in Claimant's compensation rate based on the payroll records to \$361.84. Defendants also requested a credit for overpayment of TTD based on the correct compensation rate and medical non-compliance in the amount of \$30,107.06. Lastly, Defendants requested a nurse case manager remain involved with the claim.

Claimant wished to represent himself in this matter Tr. p. 11, 11. 5-8. He asserted that he was not at maximum medical improvement. Tr. p. 12, 11. 17-19. He also asserted he was entitled to additional medical treatment: specifically, a non-biased doctor and pain management doctor closer to where he lives; he further requested to choose his medical treatment and to be treated independently – outside of the workers' compensation system. Tr. p. 12, 11. 20-25; Tr. p. 13, 11. 1-12.

He additionally alleged that the nurse case manager's job is to stay in contact with him;

however, she did not, and instead, every time he called, he was told he had to wait until he goes before the Commission. Tr. p. 13, 1. 25; Tr. p. 14, 11. 1-5. Because the nurse case manager, in Claimant's opinion, was not doing her job, Claimant did not need her. Tr. p. 16, 11. 13-18. Therefore, he requested a nurse case manager not be involved with his appointments. Tr. p. 16, 11. 13-25.

Claimant further alleged that his appointment with Amanda Dudley was authorized treatment, so he requested reimbursement for the same. Tr. p. 13, 11. 1-12. He additionally requested reimbursement for mileage. Tr. p. 15, 11. 12-17.

Claimant asserted that the workers' compensation system had failed him. Tr. p. 13, 11. 1-15-17. He requested to "discontinue [himself]" of the system and "to close and get out of it and take care of [himself.]" Tr. p. 11, 15-17; Tr. p. 12, 11. 12-13. He felt as though everything was a non-co incidental "intentional delay" and that "the system [was] washing him through" since one year later he was still "sitting here." Tr. p. 13, 11. 14-23. He requested to settle his workers' compensation claim. Tr. p. 16, 11. 3-6.

Claimant pointed out that he had subpoenaed the recorded line from Dr. Gunter's office, which was not produced; so, anything related to what he called an individual at their office, specifically that he called her a b**** on the phone, "should be thrown." Tr. p. 11, 11. 17-20; Tr. p. 12, 11. 2-9. He noted that the allegation of him being "combative" with doctors all had to do with his allergy to a steroid shot. Tr. p. 14, 11. 5-11. Finally, he alleged that Defense counsel "lied" to him in telling him that the doctor had refused to see him, as he called Dr. Davis personally and was told he was an active patient. Tr. p. 17, 11. 11-20; Tr. p. 18, 11. 1-6. Claimant stated, "when somebody tells you that the doctor fires you, you can't go to him no more, and you call him and they go, oh, we didn't fire, you, you know, we don't know what you're talking about. Somebody's lying, and it ain't hard to figure out who." Tr. p. 18, 11. 1-6.

Defense Counsel responded that Defendants have operated in good faith when scheduling Claimant's doctors' appointments. Tr. p. 18, 11. 14-15.

The Single Commissioner determined, *inter alia*:

[C]laimant, Walter Hoover, sustained a compensable injury to his back arising out of and in the course and scope of his employment with Employer, Tractor Supply Company, on May 25, 2022. [C]laimant was non-compliant with medical treatment from February 14, 2023, to November 13, 2023, when he attended appointments authorized and scheduled by Defendants and purposefully acted belligerently. [D]efendants are entitled to terminate all benefits as of January 4, 2024. [C]laimant is not entitled to benefits under the Act due to constructive abandonment of the claim through medical non-compliance, and the claim is dismissed without prejudice. [C]laimant's average weekly wage is \$542.73 and compensation rate is \$361.84. [D]efendants are entitled to a credit of \$30,107.06 for overpayment due to incorrect compensation rate and credit for payment of TTD benefits during the period of Claimant's medical non-compliance, which is February 14, 2023, to November 13, 2023.

(Single Commissioner's Decision and Order filed on February 14, 2024, pp. 34-35.)

Appellate Panel

This matter is now before the South Carolina Workers' Compensation Commission's Appellate Panel pursuant to issues raised on appeal by Claimant. Within the statutory period, Claimant filed a Form 30, Request for Commission Review. Accordingly, the parties presented before the Appellate Panel on April 14, 2025.

II. SINGLE COMMISSIONER FINDINGS OF FACT AND CONCLUSIONS OF LAW

FINDINGS OF FACT

1. These matters were set before the [Single Commissioner] pursuant to Defendants' Form 21 Request for Hearing and Claimant's Form 50 Request for Hearing.
2. This matter was held on November 28, 2023, in Newberry, South Carolina.
3. Claimant, Mr. Walter Hoover, was advised of his right to counsel and informed the Commission that he wished to proceed representing himself.
4. On May 25, 2022, Claimant sustained an admitted injury by accident to the low back arising out

of an in the course and scope of his employment when moving dog kennels.

5. Claimant has undergone various evaluations and treatment for his work-related injury, including imaging, injections, physical therapy, dry needling, and evaluations by multiple specialists including pain management providers and neurologists, as Defendants continued to tirelessly provide additional evaluations despite Claimant's repeated dismissal from medical facilities due to his belligerent behavior.
6. At the hearing, Defendants requested a determination of maximum medical improvement, extent of disability if any, future medical treatment needs, and permanent work restrictions pursuant to § 42-15-60. Defendants asserted that they had in good faith tirelessly provided medical treatment with a multitude of doctors for 9 months, including: Dr. Tavel, Dr. Gunter, Dr. Girault, and Dr. Boyd.
7. Defendants asserted based on his continued medical non-compliance, Claimant had constructively abandoned his workers' compensation claim and is no longer entitled to benefits under the act pursuant to § 42-16-60. In the alternative, Defendants requested Claimant to be found at maximum medical improvement and a determination of disability, if any; future medical treatment needs and permanent work restrictions pursuant to § 42-9-30. Secondly, Defendants assert[ed] according to payroll records, Claimant's average weekly wage totaled to \$542.73, with a corresponding compensation rate of \$361.84. Defendants asserted a total overpayment based on the correct compensation rate from May 26, 2022, to February 14, 2023, in the amount of \$6,850.58. Thirdly, Defendants request[ed] credit for medical noncompliance based on his continued constructive refusal of medical treatment from February 15, 2023, to November 13, 2023, in the amount of \$23,356.48. Collectively, Defendants requested a total of \$30,107.06 for overpayment based on the corrected compensation rate and medical non-compliance.
8. In the alternative, if the Commission f[ound] Claimant entitled to additional medical treatment,

Defendants request[ed] a reduction in Claimant's compensation rate based on the payroll records to \$361.84. Defendants also request[ed] a credit for overpayment of TTD based on the correct compensation rate and medical non-compliance in the amount of \$30,107.06. Lastly, Defendants requested a nurse case manager remain involved with the claim.

9. Claimant requested a finding that he was not at maximum medical improvement, was entitled to additional treatment, and was entitled to treatment he alleged was authorized, and reimbursement for mileage. In addition, he requested the nurse case manager not be involved with his appointments, to choose his medical treatment, and to settle his workers' compensation claim so he could seek treatment on his own.
10. Claimant testified on his own behalf regarding his pre-existing back condition, his admitted work-related injury, the medical evaluations and treatment he has undergone for his work-related injury, the issues he has had with his physicians and nurse case managers, the issues he continues to have [as] a result of his injury, his limitations in daily life, his desire to settle his workers' compensation claim, and the medical treatment he would like to receive.
11. As there was no record of a physician finding that Claimant is at maximum medical improvement, I cannot find Claimant to have reached maximum medical improvement. Accordingly, he cannot be released from the workers' compensation system, as he has requested. Any settlement of Claimant's workers' compensation claim is the responsibility of the parties.
12. The evidence submitted by Claimant at the hearing regarding his alleged medical non-compliance, including the audio/video submissions, were not authenticated with no way of knowing if those were the only conversations Claimant had with the physicians and their staff. Accordingly, I find that it should be given little weight.
13. I find that the evidence included in the Administrative Procedure Act submissions submitted by Defendants regarding Claimant's alleged medical non-compliance should be given the greatest

weight. This includes detailed records from Southeastern Spine Institute, Lexington Medical Center, Palmetto Bone & Joint, Drayer Physical Therapy, South Carolina Internal Medicine LLC, ImageCare Associates LLC; MUSC Columbia Neurosurgery; and Pain Specialists of Charleston P.A. More specifically, this includes records from three different providers, Dr. Gunter, Dr. Tavel, and Dr. Girault, which document Claimant's release from care or refusal for continued treatment of Claimant due to his belligerent behavior towards them and their staff. On February 14, 2023, Dr. Tavel estimated Claimant would reach MMI in three to six months. Def. APA 8 p. 90. A few weeks later on April 25, 2023, Claimant attempted to control his medical treatment in stating he was only interested in moving forward with surgical intervention, though no doctor had determined that to be the appropriate plan of action at that time. APA 8 p. 102. On May 11, 2023, Dr. Tavel's office notified Defendants that they would be releasing Claimant from the practice due to his aggressive behavior. Def. [Exh. E]. Additionally, on February 28, 2023, Claimant called Dr. Gunter's office and berated the office staff, including calling the staff out by name, calling one staff member a "b* ***" and a "hag" and threatened to come into their office and "let them have it" because he wanted pain medication. Def. APA 7 p. 91. On March 6, 2023, Dr. Gunter's office documented a disagreement between the patient, his family, and Dr. Gunter's office, and noted it "certainly" did not appear possible to continue Claimant's care, as there appeared to be too much discord within the relationship between the practice and Claimant. Def. APA 7 p. 92. Dr. Gunter went on to say that Claimant left abruptly after hearing the news; however, he discussed Claimant's dismissal with the young lady present, who asked if Dr. Gunter could refer Claimant to Southeastern Spine Institute, again in attempt to control medical treatment. Def. APA 7 p. 92. On March 7, 2023, the nurse case manager notified Defendants that Dr. Gunter's office was under the impression that Claimant's girlfriend had called impersonating a nurse case manager. Def. [Exh. E]. Additionally, the nurse case manager on the case resigned due to Claimant's threatening comments. Def. [Exh. E]. Thereafter, Claimant consistently called

Defendants' [offices, including Carrier's office] making threatening and disrespectful comments to Defense Counsel, Defense Counsel's staff, Carrier's staff, etc.; yet Defendants in good faith provided additional medical treatment on June 22, 2023, with Dr. Girault. Def. APA [10]. Again, Dr. Girault would not treat Claimant because he was combative upon his arrival to the office and told Dr. Girault "what to do and not do." [Def. APA 10]. Additionally, Dr. Girault found that Claimant's girlfriend recorded the visit without his permission. [Def. APA 10]. Finally, Defendants provided treatment with Dr. Boyd on November 13, 2023, and Claimant refused to allow his nurse case manager to attend the appointment. Def. Exh. F p. 169.

14. Accordingly, I find that Defendants met their burden of proof of constructive non-compliance with treatment, pursuant to § 42-15-60.
15. Further, I find that based on his medical non-compliance, there is constructive abandonment of the claim by Claimant and [he is] no longer entitled to medical or temporary benefits as of January 4, 2024.
16. The claim is dismissed without prejudice as to treatment.
17. I find that Defendants are entitled to credit for any overpayment of TTD benefits during the period of Claimant's constructive medical non-compliance from February 14, 2023, to November 13, 2023, where Claimant attended medical appointments provided by Defendants and acted belligerently towards medical staff in the amount of \$23,256.48.
18. I find that based on the payroll records in evidence, Claimant's average weekly wage is \$542.73 and compensation rate is \$361.84.
19. I find that Defendants are entitled to a credit for any overpayment of temporary total disability benefits due to the incorrect average weekly wage and compensation rate in the amount of \$6,850.58.
20. In total, I find Defendants are entitled to a credit of \$30,107.06 for overpayment due to the

incorrect compensation rate from May 26, 2022, to February 14, 2023, and a credit for payment of TTD benefits during the period of Claimant's medical non-compliance from February 14, 2023, to November 13, 2023.

CONCLUSIONS OF LAW

1. That S.C. Code Ann. § 42-3-180 defines the authority of this Commission to determine all questions arising from the Workers' Compensation Act;
2. That S.C. Code Ann. § 42-1-160 is applicable in defining injury;
3. That S.C. Code Ann. § 42-15-60 sets forth periods during which medical benefits and treatment should be provided;
4. That S.C. Code Ann. § 42-17-40 is applicable in governing the conduct of hearings and the rendering of awards;
5. That S.C. Code Ann. § 42-1-40 is applicable in calculating average weekly wage;
6. That under S.C Code Ann. § 42-15-60, Claimant was constructively non-compliant with treatment during the period February 14, 2023, to November 13, 2023, when he attended appointments authorized, scheduled, and provided by Defendants and purposefully acted belligerently towards those involved in his medical care including Dr. Tavel, Dr. Gunter, and Dr. Girault and their respective staff. Specifically, on February 14, 2023, Dr. Tavel estimated Claimant would reach MMI in three to six months. Def. APA 8 p. 90. A few weeks later on April 25, 2023, Claimant attempted to control his medical treatment in stating he was only interested in moving forward with surgical intervention, though no doctor had determined that to be the appropriate plan of action at that time. APA 8 p. 102. On May 11, 2023, Dr. Tavel's office notified Defendants that they would be releasing Claimant from the practice due to his aggressive behavior. [Def. Exh. E]. Additionally, on February 28, 2023, Claimant called Dr. Gunter's office and berated the office staff, including calling the staff out by name, calling one staff member a

"b* ****" and a "hag" and threatened to come into their office and "let them have it" because he wanted pain medication. Def. APA 7 p. 91. On March 6, 2023, Dr. Gunter's office documented a disagreement between the patient, his family, and Dr. Gunter's office, and noted it "certainly" did not appear possible to continue Claimant's care, as there appeared to be too much discord within the relationship between the practice and Claimant. Def. APA 7 p. 92. Dr. Gunter went on to say that Claimant left abruptly after hearing the news; however, he discussed Claimant's dismissal with the young lady present, who asked if Dr. Gunter could refer Claimant to Southeastern Spine Institute, again in attempt to control medical treatment. Def. APA 7 p. 92. On March 7, 2023, the nurse case manager notified Defendants that Dr. Gunter's office was under the impression that Claimant's girlfriend had called impersonating a nurse case manager. Def. [Exh. E]. Additionally, the nurse case manager on the case resigned due to Claimant's threatening comments. Def. [Exh. E]. Thereafter, Claimant consistently called Defendants' [offices, including Carrier's office] making threatening and disrespectful comments to Defense Counsel, Defense Counsel's staff, Carrier's staff, etc.; yet Defendants in good faith provided additional medical treatment on June 22, 2023, with Dr. Girault. Def. APA [10]. Again, Dr. Girault would not treat Claimant because he was combative upon his arrival to the office and told Dr. Girault "what to do and not do." [Def. APA 10.] Additionally, Dr. Girault found that Claimant's girlfriend recorded the visit without his permission. [Def. APA 10.] Finally, Defendants provided treatment with Dr. Boyd on November 13, 2023, and Claimant refused to allow his nurse case manager to attend the appointment. Def. Exh. F p. 169.

7. That Under S.C. Code Ann. § 42-15-60, Defendants are entitled to terminate all benefits as of January 4, 2024.
8. That Under S.C. Code Ann § 42-15-60 and § 42-1-40, Defendants are entitled to a credit for temporary total disability payments during the period of medical non-compliance, and Claimant

is found to have constructively abandoned his claim.

III. ISSUE ON APPEAL

Whether the Single Commissioner erred as a matter of fact and law that Claimant is not entitled to benefits under the Act due to the constructive abandonment of his claim through medical non-compliance?

IV. DECISION OF THE APPELLATE PANEL

Pursuant to S.C. Code Ann. §42-17-50, we, the Appellate Panel, have reviewed the Decision and Order of the Single Commissioner and weighed the evidence as presented at the initial hearing. We have also considered all issues raised in the respective Appellant and Respondent briefs of the parties, as well as those issues raised at the Full Commission Review Hearing.

After careful review, the Appellate Panel of the South Carolina Workers' Compensation Commission, by unanimous vote, does hereby fully **AFFIRM** the Decision and Order of the Single Commissioner filed on February 14, 2024.

Below are set out the Findings of Fact and Conclusions of Law of the Appellate Panel as to this claim.

FINDINGS OF FACT

1. These matters were set before the Single Commissioner pursuant to Defendants' Form 21 Request for Hearing, [Claimant's Form 50 Request for Hearing, and Defendants' Form 51, Employer's Answer].
2. [The initial hearing] was held on November 28, 2023, in Newberry, South Carolina.
3. Claimant, Mr. Walter Hoover, was advised of his right to counsel and informed the Commission that he wished to proceed representing himself.
4. On May 25, 2022, Claimant sustained an admitted injury by accident to the low back arising out of an in the course and scope of his employment when moving dog kennels.

5. Claimant has undergone various evaluations and treatment for his work-related injury, including imaging, injections, physical therapy, dry needling, and evaluations by multiple specialists including pain management providers and neurologists, as Defendants continued to tirelessly provide additional evaluations despite Claimant's repeated dismissal from medical facilities due to his belligerent behavior.
6. At the [initial] hearing, Defendants requested a determination of maximum medical improvement, extent of disability if any, future medical treatment needs, and permanent work restrictions pursuant to § 42-15-60. Defendants asserted that they had in good faith tirelessly provided medical treatment with a multitude of doctors for 9 months, including: Dr. Tavel, Dr. Gunter, Dr. Girault, and Dr. Boyd.
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11. As there was no record of a physician finding that Claimant is at maximum medical improvement, we cannot find Claimant to have reached maximum medical improvement. Accordingly, he cannot be released from the workers' compensation system, as he has requested. Any settlement of Claimant's workers' compensation claim is the responsibility of the parties.
12. The evidence submitted by Claimant at the [initial] hearing regarding his alleged medical non-compliance, including the audio/video submissions, were not authenticated with no way of knowing if those were the only conversations Claimant had with the physicians and their staff. Accordingly, we find that it should be given little weight.
13. We find that the evidence included in the Administrative Procedure Act submissions submitted by Defendants regarding Claimant's alleged medical non-compliance should be given the greatest weight. This includes detailed records from Southeastern Spine Institute, Lexington Medical

Center, Palmetto Bone & Joint, Drayer Physical Therapy, South Carolina Internal Medicine LLC, ImageCare Associates LLC; MUSC Columbia Neurosurgery; and Pain Specialists of Charleston P.A. More specifically, this includes records from three different providers, Dr. Gunter, Dr. Tavel, and Dr. Girault, which document Claimant's release from care or refusal for continued treatment of Claimant due to his belligerent behavior towards them and their staff. On February 14, 2023, Dr. Tavel estimated Claimant would reach MMI in three to six months. Def. APA 8 p. 90. A few weeks later on April 25, 2023, Claimant attempted to control his medical treatment in stating he was only interested in moving forward with surgical intervention, though no doctor had determined that to be the appropriate plan of action at that time. APA 8 p. 102. On May 11, 2023, Dr. Tavel's office notified Defendants that they would be releasing Claimant from the practice due to his aggressive behavior. Def. [Exh. E]. Additionally, on February 28, 2023, Claimant called Dr. Gunter's office and berated the office staff, including calling the staff out by name, calling one staff member a "b* ****" and a "hag" and threatened to come into their office and "let them have it" because he wanted pain medication. Def. APA 7 p. 91. On March 6, 2023, Dr. Gunter's office documented a disagreement between the patient, his family, and Dr. Gunter's office, and noted it "certainly" did not appear possible to continue Claimant's care, as there appeared to be too much discord within the relationship between the practice and Claimant. Def. APA 7 p. 92. Dr. Gunter went on to say that Claimant left abruptly after hearing the news; however, he discussed Claimant's dismissal with the young lady present, who asked if Dr. Gunter could refer Claimant to Southeastern Spine Institute, again in attempt to control medical treatment. Def. APA 7 p. 92. On March 7, 2023, the nurse case manager notified Defendants that Dr. Gunter's office was under the impression that Claimant's girlfriend had called impersonating a nurse case manager. Def. [Exh. E]. Additionally, the nurse case manager on the case resigned due to Claimant's threatening comments. Def. [Exh. E]. Thereafter, Claimant consistently called Defendants' [offices, including Carrier's office] making threatening and disrespectful comments

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14. Accordingly, we find that Defendants met their burden of proof of constructive non-compliance with treatment, pursuant to § 42-15-60.
15. Further, we find that based on his medical non-compliance, there is constructive abandonment of the claim by Claimant and [he is] no longer entitled to medical or temporary benefits as of January 4, 2024.
16. The claim is dismissed without prejudice as to treatment.
17. We find that Defendants are entitled to credit for any overpayment of TTD benefits during the period of Claimant's constructive medical non-compliance from February 14, 2023, to November 13, 2023, where Claimant attended medical appointments provided by Defendants and acted belligerently towards medical staff in the amount of \$23,256.48.
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20. In total, we find Defendants are entitled to a credit of \$30,107.06 for overpayment due to the incorrect compensation rate from May 26, 2022, to February 14, 2023, and a credit for payment

of TTD benefits during the period of Claimant's medical non-compliance from February 14, 2023, to November 13, 2023.

CONCLUSIONS OF LAW

1. That S.C. Code Ann. § 42-3-180 defines the authority of this Commission to determine all questions arising from the Workers' Compensation Act;
2. That S.C. Code Ann. § 42-1-160 is applicable in defining injury;
3. That S.C. Code Ann. § 42-15-60 sets forth periods during which medical benefits and treatment should be provided;
4. That S.C. Code Ann. § 42-17-40 is applicable in governing the conduct of hearings and the rendering of awards;
5. That S.C. Code Ann. § 42-1-40 is applicable in calculating average weekly wage;
6. That under S.C Code Ann. § 42-15-60, Claimant was constructively non-compliant with treatment during the period February 14, 2023, to November 13, 2023, when he attended appointments authorized, scheduled, and provided by Defendants and purposefully acted belligerently towards those involved in his medical care including Dr. Tavel, Dr. Gunter, and Dr. Girault and their respective staff. Specifically, on February 14, 2023, Dr. Tavel estimated Claimant would reach MMI in three to six months. Def. APA 8 p. 90. A few weeks later on April 25, 2023, Claimant attempted to control his medical treatment in stating he was only interested in moving forward with surgical intervention, though no doctor had determined that to be the appropriate plan of action at that time. APA 8 p. 102. On May 11, 2023, Dr. Tavel's office notified Defendants that they would be releasing Claimant from the practice due to his aggressive behavior. Def. [Exh. E]. Additionally, on February 28, 2023, Claimant called Dr. Gunter's office and berated the office staff, including calling the staff out by name, calling one staff member a "b* ***" and a "hag" and threatened to come into their office and "let them have it" because he

wanted pain medication. Def. APA 7 p. 91. On March 6, 2023, Dr. Gunter's office documented a disagreement between the patient, his family, and Dr. Gunter's office, and noted it "certainly" did not appear possible to continue Claimant's care, as there appeared to be too much discord within the relationship between the practice and Claimant. Def. APA 7 p. 92. Dr. Gunter went on to say that Claimant left abruptly after hearing the news; however, he discussed Claimant's dismissal with the young lady present, who asked if Dr. Gunter could refer Claimant to Southeastern Spine Institute, again in attempt to control medical treatment. Def. APA 7 p. 92. On March 7, 2023, the nurse case manager notified Defendants that Dr. Gunter's office was under the impression that Claimant's girlfriend had called impersonating a nurse case manager. Def. [Exh. E]. Additionally, the nurse case manager on the case resigned due to Claimant's threatening comments. Def. [Exh. E]. Thereafter, Claimant consistently called Defendants' [offices, including Carrier's office] making threatening and disrespectful comments to Defense Counsel, Defense Counsel's staff, Carrier's staff, etc.; yet Defendants in good faith provided additional medical treatment on June 22, 2023, with Dr. Girault. Def. APA [10]. Again, Dr. Girault would not treat Claimant because he was combative upon his arrival to the office and told Dr. Girault "what to do and not do." [Def. APA 10.] Additionally, Dr. Girault found that Claimant's girlfriend recorded the visit without his permission. [Def. APA 10.] Finally, Defendants provided treatment with Dr. Boyd on November 13, 2023, and Claimant refused to allow his nurse case manager to attend the appointment. Def. Exh. F p. 169.

7. That Under S.C. Code Ann. § 42-15-60, Defendants are entitled to terminate all benefits as of January 4, 2024.
8. That Under S.C. Code Ann § 42-15-60 and § 42-1-40, Defendants are entitled to a credit for temporary total disability payments during the period of medical non-compliance, and Claimant is found to have constructively abandoned his claim.

ORDER

THEREFORE IT IS HEREBY ORDERED that the Decision and Order of the Single Commissioner filed in the above-captioned matter on February 14, 2024, is hereby fully **AFFIRMED**.

ACCORDINGLY:

IT IS FURTHER ORDERED that Claimant, Walter Hoover, sustained a compensable injury to his back arising out of and in the course and scope of his employment with Employer, Tractor Supply Company, on May 25, 2022; and

IT IS FURTHER ORDERED that Claimant was non-compliant with medical treatment from February 14, 2023, to November 13, 2023, when he attended appointments authorized and scheduled by Defendants and purposefully acted belligerently; and

IT IS FURTHER ORDERED that Defendants are entitled to terminate all benefits as of January 4, 2024; and

IT IS FURTHER ORDERED that Claimant is not entitled to benefits under the Act due to constructive abandonment of the claim through medical non-compliance, and the claim is dismissed without prejudice; and

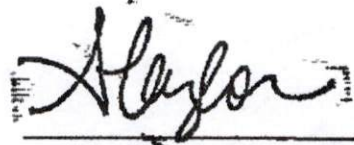
IT IS FURTHER ORDERED that Claimant's average weekly wage is \$542.73 and compensation rate is \$361.84; and

IT IS FURTHER ORDERED that Defendants are entitled to a credit of \$30,107.06 for overpayment due to the incorrect compensation rate and credit for payment of TTD benefits during the period of Claimant's medical non-compliance, which is February 14, 2023, to November 13, 2023; and

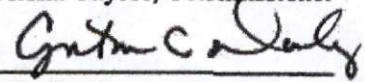
IT IS FURTHER ORDERED that the [Hearing Commissioner, Michael Campbell,] retains jurisdiction with this matter.

AND SO IT IS ORDERED.

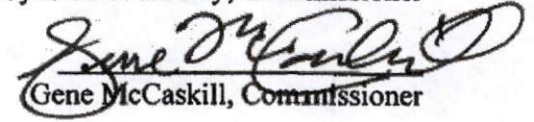
_____(date)
Columbia, SC



Aisha Taylor, Commissioner



Cynthia C. Dooley, Commissioner



Gene McCaskill, Commissioner

Order Served via email:

Walter R. Hoover whooverjr@gmail.com	Claudia Piechota Holder Padgett Littlejohn & Prickett cpiechota@hplplaw.com
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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 June 12, 2025

RECEIVED

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SC Court of Appeals