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**THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

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**APPEAL FROM THE WORKER COMPENSATION COMMISSION**

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**APPEALATE CASE NO. 2025-00114**

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**RECEIVED**

DEC 02 2025

SC Court of Appeals

**BENJAMIN MOSES, CLAIMANT, APPELLANT**

**V.**

**EVANS DELIVERY CO. INC. et Al, EMPLOYER, TRUIMPHE CASUALTY, Co.**

**CARRIER, NATIONAL INTERSTATE INSURANCE COMPANY,**

**DEFENDANTS| RESPONDENTS**

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**MOTION TO DISMISS APPEAL WITH SUPPORTING MEMORADUM**

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**PURSAUNT TO RULE 240 OF (SCACR) CLAIMANT/APPELLANT**

**HEREBY REQUESTING THIS COURT**

Dismiss The Pending Appeal Filed by Myself, Pro Se Claimant/Appellant. The Legal Basis for The Motion is as follows. This is AN Appeal of The Decision and Order of The SC WCC Dated MAY 9, 2025, WAS BASED ON BIAS, RACIAL, And UNCONSTITUTIONAL. This full Commission Fail to Perform Their Fiduciary Duties as Officer of The Court, And Preserving the Rights of Others is fundamental To Due Process, Because the Legal Concept ENSURES FAIR And Just Proceeding for Everyone. Which is stated IN The Fourteenth Amendment of U.S. Constitution, But That "Right" WAS TAKEN AWAY FROM ME, SEE Page: 4 OF The TRANSCRIPTS "Proceeding" Which clearly showed Bias, Which I was NOT, Present When This MEETING Took Place, A clear CASE of "Exparte Communication" Pursuant to SC Rule 3.5. Explanation: Why Case # NO. 2222593 WAS "UNCONSTITUTIONAL," Brought by The Defendant, There's No "STATUE OF LAW" stating A Contract is The Only Determining Document That's Determine one's job Classification, which is the "Merit of the CASE." Federal LAW or STATUE was not Applied To This Case, Which Are Regulated By The (FMCSA) Federal Motor Carrier Safety Administration, Which is Formidable Evidence in The (FMCSA) Regulations 49 C.F.R. § 390.5 AND 49 C.F.R. § 390.5T, Which I'm Also Asserting The "Supremacy Clause Article VI Clause 2 Of The U.S. Constitution," Which Clearly Supersede ANY S.C. Codes Of LAW IN The Respondents Briefs.

Referring To "Respondent Briefs" Table Of Authorities, Case Listed As Precedent Are All CASES That Does Not Fall Under (FMCSA) Regulations With The Exception Of One, Wilkinson v. Palmetto State Transp. Co. 371 S.C. 365, 638 S.E.2d 109 (Ct. App. 206) Which Also Falls Under The Regulations Of The (FMCSA) AND WAS "UNCONSTITUTIONAL" AND Deemed The Same Outcome From The SC WCC. IN Their Brief, they stated I WAS Receiving Benefits under One Beacon QAP, which is clearly A FALSE ADMISSION By the Respondent. If I Was Receiving Benefits, why would I File a Claim Seeking Benefit! AND Medical from The Policy I Paid for Through EVANS Delivery; SEE Exhibit "B" AND "BM" submitted Document by Myself. (Also SEE Page 5 Respondent Brief Benefits).

What more clear is that the One Beacon proclaimed by the Respondent was a Death Benefit Policy which was expired insurance company and currently not operating as a standalone entity, which is clear that Evans Delivery Co. and their Attorney Intent to commit, insurance fraud under 18 U.S.C. section 1033, by them submitting this policy without any description of the One

Beacon policy. See Exhibit "B1" of my submitted documents; what clearer that Attorney McKee was a party to this deceptive action, which he forwarded to me as Exhibit "BM" the policy that was valid at the time of my accident. During August 8, 2023, hearing, he gave me his business card with his personal cell number. See Submission "**D Submission and Submission C,**" stating in the subject line "**WC**" which was to contact him concerning my benefits and medical bills. In the contract provisions and orders, the Respondent's brief states that Evans Delivery Co. forwarded five-day notice of contract termination, but I received the notice 35 days later. This shows a breach of contract by the Respondent, Evans Delivery Co., which also falls under the **statute**/code of the **Uniform Commercial Code** (UCC); the company's only reason for terminating the contract was in retaliation for file worker comp. claim with the SC WCC which also was file without my consent or knowledge by the (Joye Law Firm). Alongside, as I hired to represent me in this matter, see Exhibit "D" for explanation for termination.

Also, a contract provision of ownership of equipment, Attorney Hedlund stated in his brief, both hearing conducted by Commissioner Taylor and Campbell that the equipment was owned by me. But he contradicted himself and committed "**Perjury**" in the transcript. "See page 20", stating the equipment belong to me but also was Evans Delivery equipment, and clearly should have been people's equipment being that they were my employer. But very clear is I hope the Court see's the inconsistency and "**Error of Law**" that the Court and attorney have made to mislead me. But again, as I stated this case was **Unconstitutional**, no "**Statute of Law**" or Evidence to prove their allegation, that I was and independent contractor/Truck Driver, with the criteria needed under the (FMCSA) regulations, such as: my own authority, my own D.O.T. number, my own MC number, which evidence of those documents can be obtain from (FMCSA) Federal Motor Carrier Safety Administration, which they have not proven by a "**Preponderance of the Evidence**" under any statute.

Explanation of hearing Commissioner Taylor decision was more "**Unconstitutional**" on a higher scale of misconduct. As all the court proceedings I was part of, I observed her asleep while Attorney McKee was giving his argument to the court. Which, unbeknown to me until what was supposedly as Appeal Hearing on April 8, 2023, was later viewed as a hearing to vacate the order she signed. A court reporter was presented, but no transcript was recorded. But an order produced and signed by Commissioner Taylor. In that order she states that the Court didn't have

jurisdiction over the claim, but the Court forwarded a document stating that it had full jurisdiction over the claim. See Exhibit "AT," page 7 of the order. And in the order, she violated my attorney–client privilege, S.C. Rule 1.6. See page 2 of the order, see Exhibit "01." Filing information: Why would I contact a former attorney that also mistreated me?

See Exhibit "204," Consent Order concerning jurisdiction of the claim. Explanation of hearing July 30, 2024, by Commissioner Campbell. As Commissioner Taylor stated misconduct in her order, Commissioner Campbell committed the same bias and unfair act, excluding pursuant to S.C. Code Ann. 42-3-170. According to Commissioner Taylor, he stated in his order on page 10, stating the Court does not have jurisdiction of the claim. But also see Exhibit 204, "Consent Order," and on page 2 of both orders violating my attorney–client privilege, S.C. Rule 1.6. See Exhibit "211," Order to Vacate, which was held without any notice given to me or my presence at the hearing.

I file this claim seeking justice but only received injustice by "SC WCC" in doing so they committed mail fraud Federal State 18 USC 1341, perjury S.C. Title 16, Chapter 9 Section 16-9-10 S.C. Code of Law, presenting false document. And fail to fulfill their fiduciary duties as officer of court, that displays misconduct, which makes me mistrust as a citizen of South Carolina. So, I'm asking the court to please consider evidence and "Federal Laws" that governed this industry and reverse the lower court decision based on due process of the law. I'm asking for the full benefit of the policy of \$4,000,000. For pain and suffering and for past and future medical bills sustaining due to the accident on May 13, 2022, what would have been a financial decision I would have had if I was an independent contractor/truck driver with the criteria as the respondent allegations stated. I could have hired a driver to replace myself to operate my truck to supplement my income. Do the fact that I was not receiving the benefit from the policy I purchase through Evans Delivery as a benefit. Due to this on-the-job accident, I'm now experiencing limited motion in my neck, and my arms, burning in my shoulder, and always have been too careful of my activities when outside like my enjoyment of working out or yard activities, and repairing truck with the fear of making my back or neck worse.

This statement acknowledges the relief that I ask the court to grant. Evans Delivery Company is a \$2.3 billion dollar company which has thousands of drivers but fails to put in place the proper

safety precaution that would prevent accidents from happening, but it's profit over safety. As I stated in my information (FMCSA) Federal Motor Carrier Safety Administration 49 C.F.R. 390.5 and 49 C.F.R. 390.5T of regulations, the level of control the company has over drivers does not indicate presents of being independent contractor/truck driver. I was out of work for a year and a half due to my injuries. I incurred when the 1000 lb. pound of fiber fell on me on May 12, 2022, and \$250,000 for the breach of contract committed by Evans Delivery Company which was my sole employer who I solely dependent on work, see Exhibit "02" my pay statement of employment.

**|S| Benjamin Moses**

## SUMMARY

This is a request from the court which is maybe "UNOTHODOX," but this statement is only for clarity for understanding of the "Constitution" and its laws that are based on it. The South Carolina highest court rule that Wilkinson v. Palmetto State Transportation case heard by SC WCC was fair and fell under all constitutional laws, but reverse by the SC Court of Appeal, and then appealed to the SC highest court agency, SC Supreme Court, which also in my opinion which is not a bonding action or thought that would decide a case outcome, but clearly have been in my case 222593 of the SC WCC. The highest court of SC deemed that a contract also was the determining document that determine one's job classification in which they didn't insert the state or the "Federal Statue" or **Laws** base on the "**Rule of Evidence,**" which is a core part of a court hearing/trial to determine its outcome. Maybe I'm reading the wrong "Constitution" that governed these Laws and Statues base on the Supremacy Clause of the Constitution.

|S| **Benjamin Moses**

IN THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

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APPEAL FROM THE WORKER COMPENSATION COMMISSION

CASE NO: 2025-00114

SC WCC FILE NO: 2222593

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BENJAMIN MOSES, CLAIMANT, APPELLANT

V.

EVANS DELIVERY INC. EMPLOYER, TRIUMPHE CASUALITY COMPANY  
RESPONDANTS

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|S| BENJAMIN MOSES

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Dear Clerk of Court,

Enclosed for finding please find the Claimant/Appellant Motion to Dismiss Appeal with Supporting Memorandum, and the Proof of Service concerning the same.

Our check in the amount of \$50.00 for filing the Motion will be sent via U.S. Mail with a copy of this letter.

*Benjamin Moses*

If you have any questions, please contact me.

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U.S. POSTAGE IMI  
\$7.20  
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Attn:  
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