

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

MAY 13 2026

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

SC Court of Appeals

Appellate Case No. 2025-001958

Neval Brunson, Claimant, ... Appellant,

v.

Cutter Buyer, Employer, and
Property and Casualty Company of Hartford, Carrier, ... Respondents.

RECORD ON APPEAL

Stephen B. Samuels
SAMUELS REYNOLDS LAW FIRM, LLC
1320 Richland Street
Columbia, SC 29201
(803) 779-4000
stephen@samuelsreynolds.com

ATTORNEY FOR APPELLANT

Nicolas L. Haigler
ROBINSON GRAY
PO Box 11449
Columbia, SC 29211
(803) 929-1400
nhaigler@robinsongray.com

ATTORNEY FOR RESPONDENTS

VOLUME 1

INDEX

I.	ORDERS	1
	Single Commission Order dated March 25, 2025	1
	Full Commission Order dated September 5, 2025	16
II.	PLEADINGS	29
	Claimant's Form 50 dated September 16, 2024	29
	Defendants' Form 51 dated October 16, 2024	30
	Defendants' Amended Form 51 dated November 19, 2024	31
	Claimant's Form 30 dated April 2, 2025	32
	Claimant's Brief to the Full Commission dated June 23, 2025	34
III.	TRANSCRIPTS	51
	Hearing transcript (Single Commissioner Hearing) dated December 10, 2024.....	51
	Neval Brunson	63
	Direct Examination by Mr. Coggiola	63
	Cross Examination by Mr. Haigler	78
	Redirect Examination by Mr. Coggiola	87
	Bryan Norton	90
	Direct Examination by Mr. Haigler	90
	Cross Examination by Mr. Coggiola	107
	Redirect Examination by Mr. Haigler	118

Anthony Preast.	120
Direct Examination by Mr. Haigler	120
Cross Examination by Mr. Coggiola.	127
Redirect Examination by Mr. Haigler.	132
Recross Examination by Mr. Coggiola.	134
Brandon Conner	135
Direct Examination by Mr. Haigler	135
Cross Examination by Mr. Coggiola.	140
Redirect Examination by Mr. Haigler.	142
Hearing transcript (Full Commission Argument) dated July 14, 2025	144
Argument by Mr. Samuels	146
Argument by Mr. Haigler	153
Argument by Mr. Samuels	162
IV. EXHIBITS	166
Claimant’s Form 58 dated November 26, 2024	166
Defendants’ Form 58 dated November 27, 2024	169
Defendants’ Form 58 (Supplemental) dated December 4, 2024.	170
Defendants’ Form 58 (Second Supplemental) dated December 9, 2024	171
Claimant’s APA Submissions	172
1. Meducare Air2 (07.23.24)	172
2. Prisma Health Richland (07.23.24 - 08.02.24)	179

3. McLeod Orthopaedics - Dr. Sayan(08.12.24 - 10.28.24)	221
4. Marion Physical Therapy (08.20.24 - 11.13.24)	231
Defendants' Exhibits	238
B. Accident Report	238
D. Video of the accident (Via CD)	253
E. Xylem Tree Experts Employee Handbook	254
V. CERTIFICATE OF COUNSEL	306

State of South Carolina
Workers' Compensation Commission

DECISION AND ORDER

THE HONORABLE Cynthia C. Dooley, Commissioner

SCWCC File No.: 2409881

Neval Brunson,

Claimant,

v.

Cutter Buyer, LLC,

Employer,

and

Property & Casualty Insurance Company of Hartford,

Carrier,

Defendants.

Hearing held in Sumter, South Carolina,
on December 10, 2024.

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

Appearances: J. Gabe Coggiola, Esquire, of Marc Brown Law Firm appeared
on behalf of Claimant.

Nicolas L. Haigler, of Robinson Gray Stepp & Laffitte, L.L.C.
appeared on behalf of Defendants.

Purpose of Hearing: To address issues as raised on the Form 50 and 51 filed on behalf
of the parties.

Court Reporter: Elaine G. McLeod -- (803) 603-4128

Filed: March 25, 2025

I. APA SUBMISSIONS

The following medical reports and exhibits were submitted on behalf of the defendants pursuant to the Administrative Procedures Act:

	Physician	Practice	Dates of Service	Page Numbers
1.	None from the defendants			

	Exhibits	Date of Reports	Page Numbers
B.	Accident Report		1 - 15
D.	Video of the accident		USB Drive
E.	Xylem Tree Experts Employee Handbook		16 - 67

Defendants also submitted the following cases: *Black v. Springfield*, 217 S.C. 413, 60 S.E.2d 854 (1950); *Prat v. Morris Roofing, Inc.*, 357 S.C. 619, 594 S.E.2d 272 (2004); and *Wright v. Bi-Lo*, 314 S.C. 152, 442 S.E.2d 186 (Ctr. App. 1994). Defendants further supplemented with a corresponding Memorandum of Law.

The claimant submitted the following medical reports and exhibits pursuant to the Administrative Procedures Act:

	Physician	Practice	Dates of Service	Page Numbers
1.		Meducare Air 2	07/23/2024	1-7
2.		Prisma Health Richland	07/23/2024-08/02/2024	8-49
3.	Dr. Sayan	McLeod Orthopedics	08/12/2024-10/28/2024	50-59
4.		Marion Physical Therapy	08/20/2024-11/13/2024	60-66

	Exhibits	Date of Reports	Page Numbers
A.	Email to Defendants requesting deposition of employer representatives	11/20/2024	67

B.	Subpoena to Defendants requesting personnel file, training materials, and company policies	11/20/2024	68-71

Claimant also submitted the case of *Johnson v. Merchant's Fertilizer Co.*, 198 S.C. 373, 17 S.E.2d 695 (1941). Claimant further supplemented with a corresponding Memorandum of Law.

II. STIPULATIONS

The parties stipulated at the Hearing to the following:

1. Notice of the Hearing was timely and properly served upon all parties of interest.
2. The South Carolina Workers' Compensation Commission has jurisdiction over this matter, and venue set in Sumter County is proper for purposes of this Hearing.
3. The South Carolina Workers' Compensation Commission file is made a part of the record except for any self-serving declarations or unstipulated medical reports.
4. The claimant has an average weekly wage of \$764.00, with a corresponding compensation rate of \$509.36.

III. STATEMENT OF THE CASE

This claim involves an accident on July 23, 2024, involving injuries to the claimant's teeth, head, neck, back, hips, pelvis, and legs. Claimant contends his injuries are compensable, and he is entitled to further medical treatment for his alleged injuries. Defendants do not dispute that the accident occurred, having for a time provided medical treatment, but instead argue that claimant left the course and scope of his employment when he knowingly disobeyed direct instructions from his employer to not ride on the woodchipper from which he fell, directly resulting in his injuries. The defendants cited the aforementioned case law in support of their argument.

IV. EVIDENCE OF THE CASE

The undersigned has carefully considered all the medical evidence presented by the parties in this claim, including but not limited to the relevant medical records and witnesses' Hearing Testimony. The following is specifically noted:

Medical Evidence

Claimant was transported from the scene of the accident via Meducare Air 2 airlift on the date of the accident, July 23, 2024. (Claimant APA p. 1). His initial airlift records indicate he had fallen approximately five feet from a woodchipper onto the concrete, landing on his back and striking his head. (*Id.* at p. 2). He arrived for admission to Prisma Health Emergency Department in Columbia, SC, on the date of the accident where he was reported to have fallen 5 to 6 feet after he was "on top of a wood chipper." (*Id.* at p. 8). He was "unable to recall the events leading up to the fall," and he endorsed a "loss of consciousness." (*Id.*). On physical examination, he was determined to have "posterior scalp hematoma and laceration," along with decreased sensation and strength in the right lower extremity and bruising on his abdomen. (*Id.* at p. 9). He had a "high suspicion for possible spinal injury." (*Id.*).

A CT of his chest abdomen and pelvis showed concerns of a "bony avulsion injury" for the iliac spine with edema and soft tissue swelling. (*Id.* at p. 10-11). A CT of his cervical spine showed no acute findings, and a CT of his head also showed no active or acute findings. (*Id.* at p. 11). An MRI of the lumbar spine showed transverse sacral fracture extending through the S3 vertebral body with involvement of the bilateral sacral ala and extension into the bilateral S3 sacral foramen. (*Id.* at p. 19-21). An x-ray of his pelvis showed a right ASIS avulsion fracture. (*Id.* at p. 27).

Claimant was cleared for discharge from the hospital on August 2, 2024. (*Id.* at p. 42). Upon discharge, he was noted to have pain controlled. (*Id.*). He was referred for an orthopedic surgery consultation with Dr. Cunningham in two to three weeks. (*Id.* at p. 45).

Claimant then presented to McLeod Regional Medical Center on August 12, 2024, with Dr. Sayan. There, he complained of pain in his groin, muscle spasms in the low back and pelvis, along with difficulty weightbearing. (*Id.* at p. 50). He denied memory of the event, reporting that he "woke up in the hospital."

(*Id.*). He was recommended for nonoperative treatment with weightbearing as tolerated and physical therapy, and he was to remain out of work for three months to allow the fracture to heal. (*Id.* at p. 51). His next visit was September 16, 2024, where he reports being able to move from the walker to use of a cane, along with weightbearing on both legs. (*Id.* at P. 54). He was to remain out for work for six more weeks and continue to progress to weightbearing without a cane. (*Id.* at p. 55). By October 28, 2024, he was continuing to use a cane, and reported his hip felt weak, particularly on the right side. (*Id.* at p. 57). During this visit, he was recommended additional physical therapy for a hip, and Dr. Sayan noted he should go to a neurologist for his lower extremity weakness and the headaches, lightheadedness, dizziness and blackouts he had been experiencing. (*Id.* at p. 59). Claimant attended Marion PT for physical therapy from August 20, 2024, until November 13, 2024. (*Id.* at p. 60-66).

Exhibits

Counsel for claimant emailed counsel for defendants regarding the depositions of the employer representatives on November 20, 2024. (*Id.* at p. 67). Claimant further issued a subpoena to defendants' counsel dated November 20, 2024, requesting claimant's personnel file. (*Id.* at p. 68-71).

Defendant Employer Xylem Tree Experts created an incident report on July 24, 2024, wherein it states that on July 23, 2024, the injured employee, the claimant, "fell off chipper" that was attached to a truck. (Def. APA p. 1). The report contained a series of photos which detailed the truck, a pothole in the road, and the tow hitch. (*Id.* at p. 3-15). Defendant employer also produced an "Employee Handbook," in which it provided the company policies for its employees. (*Id.* at p. 16-67). Of note, the handbook detailed the operating procedures for the proper use of the company vehicles and machinery. (*Id.* at p. 56-57). Employees were to wear seatbelts while operating vehicles or machinery, and no one was allowed to ride on "running boards, fenders, or any part of a vehicle except the seats." (*Id.* at p. 56-58). It further explained that violating these policies would result in discipline. (*Id.* at p. 59). Defendants further provided a video showing the interior of a truck, with one individual driving and another hanging on the passenger side window. (Def. APA video submission). Approximately eight seconds into the video, the truck shudders, the vehicle stops, and the two individuals walk towards the back of the vehicle. (*Id.*).

Per the instructions of the undersigned, after the conclusion of the Hearing, counsel for both claimant and defendants submitted respective memorandums of law on the relevant case law governing the issue at hand.

Hearing Testimony

Claimant's Deposition Testimony

Claimant worked for defendants since June of 2024, and worked a grounds person. (Hearing Transcript p. 14). He testified he received no safety training but was given a digital handbook. (*Id.* at p. 15). He testified he was not permitted to drive company vehicles for the employer. (*Id.* at p. 16). On the date of the accident, he said he could recall breaking for lunch, but his next memory was waking up in the hospital. (*Id.* at p. 19). He said he thought he was working that day in Dalzell, SC, but work up in a Prisma Hospital in Columbia, SC. (*Id.* at p. 19). He had broken his pelvic bone, fractured his sacrum, and he had ten staples in the back of his head, along with continued numbness down his right leg. (*Id.* at p. 20). He said he thinks he lost consciousness and was unable to provide details of what happened to his doctors upon admission. (*Id.*). He said he was in the hospital for 11 or 12 days. (*Id.* at p. 21).

After the hospital stay, he presented to Dr. Sayan but was still unable to recall the events of the accident. (*Id.*). He was having pain in his head, waist, right hip, right foot, right leg, both knees and his low back. (*Id.* at p. 22). He was ambulating with a walker, and Dr. Sayan wrote him out of work. (*Id.*). He then presented to physical therapy and was still unable to recall the accident. (*Id.* at p. 22-23). He remained compliant with physical therapy, and his last day was sometime in November. (*Id.* at p. 23). Dr. Sayan recommended continued therapy, and on October 28, 2024, claimant said he presented back to Dr. Sayan with continued low back pain, knee pain, nerve pain on the bottoms of his feet, and pain in the back of his head – along with headaches and blackouts. (*Id.* at p. 24). He further testified he had memory problems, too. (*Id.* at p. 25). After this visit, his treatments stopped. (*Id.*).

He testified that he “somewhat” read the employers handbook, which he admitted included safety rules and guidelines. (*Id.* at p. 25-26). He testified that as to when riding in the company truck, he was to wear a seatbelt. (*Id.* at p. 26). He said on the date of the accident, he thinks he was “riding on the back of

the wood chipper.” (*Id.*) He explained this was an “everyday occurrence.” (*Id.*) He testified that he has observed people riding on top of the truck, on the side of the truck, and even riding in the back where the wood chips are stored. (*Id.* at p. 26-27). He further explained this behavior occurs daily, and in front of supervisors. (*Id.* at p. 27). He denied that his supervisors have told him or the employees collectively not to ride the vehicles in that manner. (*Id.*) He denied recalling what the guidelines said about violating safety policy. (*Id.* at p. 27-28).

Cross-Examination

Claimant confirmed he had read the handbook sections on safety regarding seatbelts and transportation at the workplace. (*Id.* at p. 28-29). However, he denied knowing he was not supposed to ride on the wood chipper when going from location to location. (*Id.* at p. 29). Despite this, he said he had read where it indicated employees should always wear a seatbelt. (*Id.*; Def. Ex. E, p. 56). He said he did not think that applied to the wood chipper. (Hearing Transcript p. 29). He further admitted to reading the section that stated that no one shall be permitted to ride on running boards, fenders, or any part of the vehicles except the seats, but again, stated he did not think that applied to the wood chipper. (*Id.* at p. 30).

He testified that his supervisor had “no objection” to his riding on the chipper because he “didn’t tell me to get off.” (*Id.* at p. 31). He testified that his supervisor, Mr. Norton, never had a conversation with him personally or in a group that he could not ride on the chipper, that he could not ride on the running boards, or that he had to wear a seatbelt in the truck. (*Id.* at p. 31-32). He also said no one with the employer ever had verbal conversations about safety do’s and don’ts – he said that never happened. (*Id.* at p. 37).

Claimant testified that he thinks Squeaky and another individual from the employer came to visit in the hospital. (*Id.* at p. 33). He said he could not recall telling them anything and could not remember details of the conversation. (*Id.* at p. 34). He reconfirmed not having memory of speaking with his doctors or explaining to them how the incident occurred. (*Id.* at p. 36).

Hearing Testimony of Bryan Norton

Mr. Norton testified that he is the general foreman for the employer. (*Id.* at p. 40). At the time of claimant’s injury, Norton said he was supervising around 12 to 13 people. (*Id.* at p. 41). Prior to an employee

starting on the job, Norton testified that they are required to complete a test related to their reading of the employee handbook. (*Id.* at p. 41). This is to ensure they have read all the guidelines. (*Id.*). Once that has been completed, another supervisor, in this case Anthony Preast, completes a second level of training, including safety, with each employee. (*Id.* at p. 42).

On the date of the accident, Norton said he was not around and did not witness the incident. (*Id.* at p. 43). He testified that employees were not to ride on equipment. (*Id.* at p. 44). On that day, there was not an extra transport truck, but they were working in a neighborhood and every location in the neighborhood was within walking distance. (*Id.* at p. 45-46). He testified that the procedure for the claimant to get around on a job in a neighborhood would have been to walk. (*Id.* at p. 47-48). While he did not explicitly tell them to walk that day, he assumed they would know because they “cannot ride” on the wood chipper. (*Id.* at p. 48).

Norton testified specifically that he has had “several meetings about people riding on equipment,” because they were not supposed to ride in that way. (*Id.*). Further, he said they would have safety meetings every day where he would address a safety issue brought to his attention by the employer. (*Id.*). Specifically, he said that he has had meetings “several times about riding on chippers.” (*Id.* at p. 49). He refuted the claimant’s testimony that there had never been such a meeting, stating there had been “quite a few” such meetings. (*Id.*). He denied ever encouraging anyone to ride on the woodchipper and said he had caught people before and given them disciplinary actions. (*Id.* at p. 50).

On the date of the accident, Norton testified that the other three individuals working with the claimant were also written up for safety violations. (*Id.* at p. 51). He testified that prior to Xylem taking over, the previous company did not have the same policies. (*Id.* at p. 51-52). Since the change in ownership the prior January, Norton testified the policies were stricter and required him to enforce them directly. (*Id.* at p. 52). He testified that he was called about the accident, and when he arrived, he found the claimant conscious and laying on his side. (*Id.* at p. 53). He said the claimant was then airlifted. (*Id.*). The same day, he and Mr. Preast drove to the hospital in Columbia to visit the claimant. (*Id.* at p. 53-54). He testified that upon visiting the claimant, the claimant was awake and talking. (*Id.* at p. 54). Norton testified that claimant

was taking responsibility for the accident, saying that “he knew he shouldn’t have been riding on the chipper. That I had meetings about it.” (*Id.*). He said that he was “one hundred percent sure” that the claimant took responsibility. (*Id.* at p. 55-56).

Cross-Examination

Norton testified that he is responsible for ensuring the employees comply with the safety rules. (*Id.* at p. 58). Employees are to report to him when there are unsafe conditions. (*Id.*). Further, employees are to call an “all stop” when there is something that is not safe going on. (*Id.* at p. 58-59). On the date of the accident, neither was there an all stop, nor any report until there was a reported injury. (*Id.* at p. 59). He stated no one involved in the accident was following company policy. (*Id.* at p. 60). The truck that was pulling the chipper, Norton confirmed could not accommodate all the employees on the job. (*Id.* at p. 61). He testified that on the job, in the neighborhood, the employees should have rode in the truck or walked, but that he did not specifically instruct them to do either of those things. (*Id.* at p. 61-62). However, he specified that he did not instruct them to ride on the chipper. (*Id.* at p. 62).

Norton said that it is not just the chipper that is the issue, but that all other equipment, too. (*Id.* at p. 63). He said he had not witnessed people riding on machines like the tractor improperly. (*Id.* at p. 63-64). Prior to the instant accident, he said no longer were employees improperly riding on machines, and that every Monday they were having regular safety meetings to review practices like accidents that could occur. (*Id.* at p. 63-64). However, he stated he had seen it occur before. (*Id.* at p. 64). Norton confirmed that moving from job site to job site was part of the claimant’s job as a crew member. (*Id.* at p. 67).

Redirect

Riding on the wood chipper was not part of the claimant’s job, nor is it “part of anybody’s job.” (*Id.* at p. 68). Norton stated he had informed the claimant on the company safety policy, and the claimant ignored it anyway. (*Id.* at p. 69).

Hearing Testimony of Anthony Preast

Preast is a supervisor for Xylem, and he checks on the foreman to ensure they are doing their jobs, along with putting bids together. (*Id.* at p. 70). His job also involves safety, checking on the work sites to

identify problems that need to be addressed. (*Id.* at p. 71). He was not at the site of the accident at hand. (*Id.*). He stated the company has a safety policy related to riding on the wood chipper, and that the claimant would have to be familiar with it to be employed. (*Id.* at p. 71-72). Riding on the wood chipper was not encouraged. (*Id.* at p. 72). Prest confirmed he had been present for safety meetings with the claimant's crew; however, he had never been present for a conversation related to riding on the wood chipper. (*Id.* at p. 73). Prest confirmed the supervisors must address safety with the crew every Monday morning, regardless of if there had been a safety violation on their particular job or not. (*Id.* at p. 73-74).

He also visited the hospital the date of the accident to see the claimant. (*Id.* at p. 74). Prest said the claimant stated he wished he wouldn't have been on the chipper, and that he was positive the claimant said, "he knew he shouldn't have...rode on the chipper like that." (*Id.* at p. 75). He confirmed such behavior of riding on the woodchipper was a violation of company policy. (*Id.* at p. 76).

Cross-Examination

He confirmed there were others that were riding on the machines, along with the driver not wearing a seatbelt. (*Id.* at p. 78). He confirmed everyone in the video in question during the incident broke company policy. (*Id.* at p. 79). He confirmed there were only three seatbelts on that vehicle where employees could be in compliance with policy when riding in vehicles on that particular job. (*Id.* at p. 79-80).

Redirect

Even with additional vehicles on site, Prest stated that the claimant could still have complied with the safety policy by walking between job sites. (*Id.* at p. 82). Riding on the chipper was "not the only option" available to the claimant. (*Id.* at p. 83). The reason they have the policy against riding on the chipper is to prevent injuries. (*Id.*).

Hearing Testimony of Brandon Connor

Connor testified that he is a groundsman, working to cut brush on the job. (*Id.* at p. 86). He testified that he was driving the truck on the date of the accident. (*Id.*). He said employees were not permitted on the wood chipper, a fact he knew because of Norton's safety meetings. (*Id.* at p.87). He stated they had been

told “multiple times.” (*Id.*). He confirmed the claimant was present for these meetings, and he was sure claimant was aware of the policy. (*Id.* at p. 88). He further confirmed he had been written up for not wearing his seatbelt on the day of the accident. (*Id.* at p. 89).

Cross-Examination

Connor stated Norton had caught people on the chipper before, and Norton had stopped work to get people off the machines. (*Id.* at p. 90). He confirmed he was aware people were riding on the machine when he set off in the truck. (*Id.* at p. 91).

Redirect Examination

Connor confirmed that he had told claimant not to be on the chipper, but that the claimant told him that he was “not the boss man.” (*Id.* at p. 92).

V. FINDINGS OF FACT

The undersigned has carefully considered all the evidence presented by the parties in this claim, including the medical records and exhibits properly included by the parties through APA Submissions. From this evidence, **IT IS FOUND AS A FACT THAT:**

1. Claimant filed a Form 50 seeking a determination of compensability of an accident which occurred on July 23, 2024, when the claimant was sitting on a woodchipper and fell off. He is seeking medical treatment for his low back, pelvis, hip, neck, head, bilateral legs, teeth and fractured coccyx.
2. Defendants originally accepted this case and later denied it, arguing the Claimant intentionally violated express safety rules which the employer told the claimant and other employees not to do. They further argue that the claimant is not owed medical treatment nor TTD benefits due to his intentional disobedience.
3. Claimant was transported by Meducare Air 2 on July 23, 2024, to Prisma Health Richland. It was noted the claimant complained of back pain due to a 5-foot fall from a woodchipper onto concrete and landed on his back and hit his head with loss of consciousness. (Claimant APA p. 1-7).
4. Claimant treated with Prisma Health Richland on July 23, 2024, and discharged on August 2, 2024. Claimant reported significant pain to posterior aspect of his head, mid back pain, and right lower extremity pain. It was noted that the claimant was unable to recall the events leading up to the fall and endorsed loss of consciousness. Claimant complained of right lower extremity numbness. CT of chest showed boney avulsion injury involving right anterior iliac spine with associated edema and soft tissue swelling, no other acute or traumatic findings of the chest, abdomen or pelvis. CT of cervical spine showed no active or acute findings. It was noted that claimant had posterior scalp lacerative with staples repaired in ER. MRI of lumbar spine showed transverse sacral ala and

extension into the bilateral S3 sacral foramen. X-ray of elbow showed no acute osseous process. X-ray of pelvis showed nondisplaced transverse lower sacral fracture, small avulsion fractures from the right iliac wing anteriorly. No SI joint symphysis pubis widening. No hip dislocation. Diagnosis: 1) Sacral fracture, 2) back pain, 3) occipital scalp laceration, 4) paresthesia of right lower extremity. (Claimant APA p. 8-49).

5. Claimant was evaluated by Dr. Sayan on August 12, 2024. Claimant complained of right hip pain and was using a walker. It was noted that claimant did not remember the injury. Assessment: Lateral compression type 1 pelvis fracture with fracture through the sacrum on the right posteriorly as well as the anterior pelvis on the right with an ASIS avulsion fracture. Claimant should remain out of work 3 months. (Claimant APA p. 60-66).
6. Claimant attended physical therapy at Marion PT from 08/20/2024 to 11/13/2024. (Claimant APA p. 60-66).
7. Claimant was evaluated by Dr. Sayan on September 16, 2024. Claimant complained of pain in the right hip with fracture. It was noted that claimant had progressed from the walker to a cane and that he could put full weight on both legs. Claimant complained of soreness and reported his pain level at a 6 out of 10. Assessment: S3-4 nondisplaced fracture. Recommendations: continue with weight bearing as tolerated, remained out of work and medications. (Claimant APA p. 53-56).
8. Claimant was evaluated by Dr. Sayan on October 28, 2024. It was noted that claimant reported that he did not have a lot of pain but does have some weakness in his legs and some lightheadedness, dizziness and blackouts. Claimant was using a cane. Assessment: Recommended neurology referral for lower extremity weakness. EMG/NCS of lower extremity and neurologist for headaches, and lightheadedness, PT, remain out of work and medications. (Claimant APA p. 57-59).
9. Emails were exchanged between Attorney Coggiola and Attorney Haigler regarding the 30(b)(6) depositions. (Claimant APA p. 67).
10. Claimant sent a subpoena dated November 20, 2024, for personnel file material addressed to defendants' counsel. (Claimant APA pp. 68-71).
11. Claimant testified that he had read the company handbook and its sections on seatbelts and transportation at the workplace, including the section that prohibits riding on running boards, fenders, or any part of the vehicles except the seats. However, he stated he did not think this rule applied to the woodchipper. (Hearing Transcript pp. 28-30).
12. Claimant further testified that his supervisor, Bryan Norton, did not tell him personally or as part of a group that he was not permitted to ride on the woodchipper, that he could not ride on the fenders, or that he had to wear a seatbelt in the truck. He testified there was never any verbal conversations about safety rules on the job. (Hearing Transcript pp. 31-32, 37).
13. Bryan Norton testified that before the subject accident, he had "several meetings" regarding employees riding on company equipment, and that the manner in which they were riding was improper. He would conduct daily safety meetings to discuss matters of safety at the direction of the employer. Specifically, there had been "quite a few" meetings where it was discussed that employees were not to ride on the woodchipper. (Hearing Transcript pp. 48-50).

14. Norton also testified that the other three individuals riding the equipment improperly that day were written up for safety violations. He had also handed out disciplinary action to employees who were improperly riding on equipment. (Hearing Transcript pp. 50-51).
15. Norton further testified the claimant admitted knowing he was prohibited from riding on the woodchipper and admitted as much when Norton and Anthony Prest visited him in the hospital. (Hearing Transcript pp. 55-56). This testimony was corroborated by Prest during his examination. (Hearing Transcript, pp. 74-75).
16. Anthony Prest testified that the employer has safety policies prohibiting riding on the woodchipper, and that the claimant would have to be familiar with company policies in order to be employed. (Hearing Transcript pp. 71-72).
17. Brandon Conner testified that he was driving the truck at the time of the accident. He knew employees were not to ride on the woodchipper because of the safety meetings run by Norton, where it had been instructed "multiple times" that employees were not to ride on the equipment. He testified that claimant was present for these meetings. He further confirmed he received a writeup for not wearing a seatbelt while operating the company vehicle at the time of the accident. (Hearing Transcript pp. 86-89).
18. I find the claimant knew and admitted he was expressly prohibited from riding on the woodchipper and chose to do so anyway on the date of the accident. This Finding is supported by the greater weight of the evidence in the record, including but not limited to the Hearing testimony of the claimant, Mr. Norton, Mr. Prest and Mr. Connor.
19. Johnson v. Merchants Fertilizer Co., 198 S.C. 373, 17 S.E.2d 695 (1941) – The court found that not every violation of an order removes an injured worker from the protection of the Act. The court considered the fact that the instructions were general as opposed to specific and noted that general instructions are not enough for the employer to meet their burden of proving a violation of a positive order. (Claimant's APA submission).
20. Accident report dated July 24, 2024. Claimant set on chipper attached to truck while going down the road and fell off, causing cut to his head and broken pelvis. (Def. APA p. 1-15).
21. Defendants submitted an Employee Handbook, which detailed the company policies. (Def. APA p. 16-67). Of relevance, the Handbook details that "employees shall always wear seat belts while operating or riding in a Company vehicle or while conducting company business." (Def. APA p. 56). It further details that "no one shall be permitted to ride on the running boards, fenders, or any part of a vehicle except the seats. No passenger shall stand in a moving vehicle." (*Id.*). Wearing a seat belt while operating company vehicles or equipment was listed as the second of its "Safety Seven" rules. (Def. APA p. 58). Employees who violate the safety rules are subject to discipline. (Def. APA p. 59).
22. Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950) – The court held the claim was not compensable because the injuries were brought about through his own act which were not only wholly without the scope of his employment but had been expressly forbidden by his employers. (Def. APA submission).
23. Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004) – The court held substantial evidence demonstrated the Claimant left the scope of his employment by violating the specific

order not to drive the company vehicle home. The court further stated that when an employer limits the scope of employment by specific prohibitions, an employee leaves the course and scope of their employment when they violate those prohibitions. (Def APA submissions).

24. Wright v. BiLo, Inc., 422 S.E.2d 186 (1994) – The court held that the facts demonstrated clear and explicit orders repeatedly communicated which were subsequently violated by the Claimant in the events leading to his death. The court concluded the Claimant engaged in the specifically forbidden act of pursuing a fleeing shoplifter cannot be within the scope of his employment. (Def. APA submissions).
25. Defendants submitted video of the incident. The three-minute video is from an internal facing camera in a company work truck. Visible are the driver and another employee hanging on the outside of the passenger door. Approximately 18 second into the video, the vehicle shudders, and the individuals in the video look to the rear. Words are exchanged, and the driver stops the vehicle. Both individuals leave the truck and walk towards the rear. (Def. APA Exhibit D).
26. Memorandum of Law prepared by Attorney Coggiola was submitted on behalf of claimant per the request of the undersigned detailing the legal argument on the above-referenced case law.
27. Memorandum of Law prepared by Attorney Haigler was submitted on behalf of defendants per the request of the undersigned detailing the legal argument on the above-referenced case law.
28. Upon review of the record as a whole, specifically the medical evidence and hearing testimony of the claimant and witnesses, and the case law (Johnson, Black, Pratt, and Wright), I find that the Claimant is not entitled to benefits under the Workers' Compensation Act because he clearly violated express and specific orders from his employer not to ride the machinery in the manner that directly resulted in his injuries. The Claimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable. This finding of fact is based upon the greater weight of the evidence.

VI. CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, and as provided by the Code of Laws of South Carolina, § 42-17-40, it is the determination of this Commissioner that:

1. Pursuant to § 42-1-130, the claimant was a covered employee at the time in question; and under § 42-1-140, the defendant employer was a covered employer.
2. Based on Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950), Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004), and Wright v. BiLo, Inc., 422 S.E.2d 186 (1994), and pursuant to § 42-1-160, the claimant did not sustain a compensable injury because he left the course and scope of his employment when he clearly and knowingly violated express and specific orders from his employer not to ride the machinery in the manner which directly resulted in his injuries. This finding is based upon the above-referenced hearing testimony of the claimant and employer representatives.

3. Because the claim is found not compensable for the aforementioned reasons, the Claimant is not entitled to any benefits under §§ 42-9-10, 42-9-20, 42-9-30, 42-9-260, 42-15-60 or any other statute.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Claimant is not entitled to benefits under the Act because he clearly violated express and specific orders from his employer not to ride the machinery in the manner that directly resulted in his injuries. The Claimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable.

CLAIM DENIED.

AND SO IT IS ORDERED.



Commissioner Cynthia C. Dooley

March 25, 2025

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 April Cardwell on March 25, 2025

State of South Carolina
Workers' Compensation Commission

APPELLATE PANEL DECISION AND ORDER

COMMISSION PANEL: The Honorable Melody L. James; The Honorable Aisha G. Taylor;
and The Honorable Gene McCaskill.

SCWCC File No.: 2409881

Nevel Brunson,

Claimant,

v.

Cutter Buyer, LLC,

Employer,

and

Property & Casualty Insurance Company of Hartford,

Carrier,

Defendants.

AFFIRMED

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

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

Appearances: Stephen B. Samuels, Esq., appeared on behalf of
 Claimant/Appellant.

Nicolas L. Haigler Esq., appeared on behalf of
Defendants/Respondents.

Court Reporter: Megan Brown, 803-730-3015.

Filed: September 5, 2025

I. STATEMENT OF THE CASE

Single Commissioner

On December 10, 2024, a hearing was held before a Single Commissioner to determine issues set forth on the parties' Forms 50 and 51. Claimant asserted he sustained injuries on July 23, 2024, to his teeth, head, neck, back, hips, pelvis, and legs arising out of and occurring in the course of his employment. Claimant further asserted he was not a maximum medical improvement (MMI) for his injuries. Claimant sought a finding of compensability and additional causally related medical treatment for the same.

Defendants initially admitted injuries to Claimant's back, pelvis and coccyx, while denying all other alleged injuries. Defendants subsequently denied Claimant's claim, in its entirety, and asserted Claimant's work injuries were the result of him violating express safety rules. Defendants sought a finding that Claimant was not entitled to any additional benefits under the Act.

The Single Commissioner determined, *inter alia*:

[C]laimant is not entitled to benefits under the Act because he clearly violated express and specific orders from [Employer] not to ride the machinery in the manner that directly resulted in his injuries. [C]laimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable.

(Single Commissioner's Decision and Order filed on March 25, 2025, p. 15).

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 July 14, 2025.

II. SINGLE COMMISSIONER FINDINGS OF FACT AND CONCLUSIONS OF LAW

FINDINGS OF FACT

The [Single Commissioner] has carefully considered all the evidence presented by the parties

in this claim, including the medical records and exhibits properly included by the parties through APA Submissions. From this evidence, **IT IS FOUND AS A FACT THAT:**

1. Claimant filed a Form 50 seeking a determination of compensability of an accident which occurred on July 23, 2024, when Claimant was sitting on a woodchipper and fell off. He is seeking medical treatment for his low back, pelvis, hip, neck, head, bilateral legs, teeth and fractured coccyx.
2. Defendants originally accepted this case and later denied it, arguing Claimant intentionally violated express safety rules which Employer told Claimant and other employees not to do. They further argue that Claimant is not owed medical treatment nor TTD benefits due to his intentional disobedience.
3. Claimant was transported by Medicare Air 2 on July 23, 2024, to Prisma Health Richland. It was noted Claimant complained of back pain due to a 5-foot fall from a woodchipper onto concrete and landed on his back and hit his head with loss of consciousness. (Claimant APA p. 1-7).
4. Claimant treated with Prisma Health Richland on July 23, 2024, and discharged on August 2, 2024. Claimant reported significant pain to [the] posterior aspect of his head, mid back pain, and right lower extremity pain. It was noted that Claimant was unable to recall the events leading up to the fall and endorsed of [sic] loss of consciousness. Claimant complained of right lower extremity numbness. CT of chest showed boney avulsion injury involving right anterior iliac spine with associated edema and soft tissue swelling, no other acute of [sic] traumatic findings of the chest, abdomen or pelvis. CT of cervical spine showed no active or acute findings. It was noted that Claimant had posterior scalp lacerative with staples repaired in ER MRI of lumbar spine showed transverse sacral ala and extension into the bilateral S3 sacral foramen. X-ray of elbow showed no acute osseous process. X-ray of pelvis showed nondisplaced transverse lower sacral fracture, small avulsion fractures from the right iliac wing anteriorly. No SI joint symphysis pubis widening. No hip dislocation. Diagnosis: 1) Sacral fracture, 2) back pain, 3) occipital scalp laceration, 4) paresthesia of right lower extremity. (Claimant APA p. 8-49).
5. Claimant was evaluated by Dr. Sayan on August 12, 2024. Claimant complained of right hip pain and was using a walker. It was noted that Claimant did not remember the injury. Assessment: Lateral compression type 1 pelvis fracture with fracture through the sacrum on the right posteriorly as well as the anterior pelvis on the right with an ASIS avulsion fracture. Claimant should remain out of work 3 months. (Claimant APA p. 60-66).
6. Claimant attended physical therapy at Marion PT from 08/20/2024 to 11/13/2024. (Claimant APA p. 60-66).
7. Claimant was evaluated by Dr. Sayan on September 16, 2024. Claimant complained of pain in the right hip with fracture. It was noted that Claimant had progressed from the walker to a cane and that he could put full weight on both legs. Claimant complained of soreness and reported his pain level at a 6 out of 10. Assessment: S3-4 nondisplaced fracture. Recommendations: continue with weight bearing as tolerated, remained out of work and medications. (Claimant APA p. 53-56).

8. Claimant was evaluated by Dr. Sayan on October 28, 2024. It was noted that Claimant reported that he did not have a lot of pain but does have some weakness in his legs and some lightheadedness, dizziness and blackouts. Claimant was using a cane. Assessment: Recommended neurology referral for lower extremity weakness. EMG/NCS of lower extremity and neurologist for headaches, and lightheadedness, PT, remain out of work and medications. (Claimant APA p. 57-59).
9. Emails were exchanged between Attorney Coggiola and Attorney Haigler regarding the 30(b)(6) depositions. (Claimant APA p. 67).
10. Claimant sent a subpoena dated November 20, 2024, for personnel file material addressed to Defendants' counsel. (Claimant APA pp. 68-71).
11. Claimant testified that he had read the company handbook and its sections on seatbelts and transportation at the workplace, including the section that prohibits riding on running boards, fenders, or any part of the vehicles except the seats. However, he stated he did not think this rule applied to the woodchipper. (Hearing Transcript pp. 28-30).
12. Claimant further testified that his supervisor, Bryan Norton, did not tell him personally or as part of a group that he was not permitted to ride on the woodchipper, that he could not ride on the fenders, or that he had to wear a seatbelt in the truck. He testified there was never any verbal conversations about safety rules on the job. (Hearing Transcript pp. 31-32, 37).
13. Bryan Norton testified that before the subject accident, he had "several meetings" regarding employees riding on company equipment, and that the manner in which they were riding was improper. He would conduct daily safety meetings to discuss matters of safety at the direction of Employer. Specifically, there had been "quite a few" meetings where it was discussed that employees were not to ride on the woodchipper. (Hearing Transcript pp. 48-50).
14. Norton also testified that the other three individuals riding the equipment improperly that day were written up for safety violations. He had also handed out disciplinary action to employees who were improperly riding on equipment. (Hearing Transcript pp. 50-51).
15. Norton further testified Claimant admitted knowing he was prohibited from riding on the woodchipper and admitted as much when Norton and Anthony Preast visited him in the hospital. (Hearing Transcript pp. 55-56). This testimony was corroborated by Preast during his examination. (Hearing Transcript, pp. 74-75).
16. Anthony Preast testified that Employer has safety policies prohibiting riding on the woodchipper, and that Claimant would have to be familiar with company policies in order to be employed. (Hearing Transcript pp. 71-72).
17. Brandon Conner testified that he was driving the truck at the time of the accident. He knew employees were not to ride on the woodchipper because of the safety meetings run by Norton, where it had been instructed "multiple times" that employees were not to ride on the equipment. He testified that Claimant was present for these meetings. He further confirmed he received a writeup for not wearing a seatbelt while operating the company vehicle at the time of the accident.

(Hearing Transcript pp. 86-89).

18. I find Claimant knew and admitted he was expressly prohibited from riding on the woodchipper and chose to do so anyway on the date on the accident. This Finding is supported by the greater weight of the evidence in the record, including but not limited to the Hearing testimony of Claimant, Mr. Norton, Mr. Preast and Mr. Connor.
19. Johnson v. Merchants Fertilizer Co., 198 S.C. 373, 17 S.E.2d 695 (1941) - The court found that not every violation of an order removes [sic] an injured worker from the protection of the Act. The court considered the fact that the instructions were general as opposed to specific and noted that general instructions are not enough for the employer to meet their burden of proving a violation of a positive order. (Claimant's APA submission).
20. Accident report dated July 24, 2024. Claimant set on chipper attached to truck while going down the road and fell off, causing cut to his head and broken pelvis. (Def. APA p. 1-15).
21. Defendants submitted an Employee Handbook, which detailed the company policies. (Def. APA p. 16-67). Of relevance, the Handbook details that "employees shall always wear seat belts while operating or riding in a Company vehicle or while conducting company business." (Def. APA p. 56). It further details that "no one shall be permitted to ride on the running boards, fenders, or any part of a vehicle except the seats. No passenger shall stand in a moving vehicle." (*Id.*). Wearing a seat belt while operating company vehicles or equipment was listed as the second of its "Safety Seven" rules. (Def. APA p. 58). Employees who violate the safety rules are subject to discipline. (Def. APA p. 59).
22. Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950) - The court held the claim was not compensable because the injuries were brought about through his own act which were not only wholly without the scope of his employment but had been expressly forbidden by his employers. (Def. APA submission).
23. Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004) - The court held substantial evidence demonstrated Claimant left the scope of his employment by violating the specific order not to drive the company vehicle home. The court further stated that when an employer limits the scope of employment by specific prohibitions, an employee leaves the course and scope of their employment when they violate those prohibitions. (Def APA submissions).
24. Wright v. BiLo, Inc., 422 S.E.2d 186 (1994) - The court held that the facts demonstrated clear and explicit orders repeatedly communicated which were subsequently violated by Claimant in the events leading to his death. The court concluded Claimant engaged in the specifically forbidden act of pursuing a feeling [sic] shoplifter cannot be within the scope of his employment. (Def. APA submissions).
25. Defendants submitted video of the incident. The three-minute video is from an internal facing camera in a company work truck. Visible are the driver and another employee hanging on the outside of the passenger door. Approximately 18 seconds into the video, the vehicle shudders, and the individuals in the video look to the rear. Words are exchanged, and the driver stops the vehicle. Both individuals leave the truck and walk towards the rear. (Def. APA Exhibit D).

26. Memorandum of Law prepared by Attorney Coggiola was submitted on behalf of Claimant per the request of the [Single Commissioner] detailing the legal argument on the above-referenced case law.
27. Memorandum of Law prepared by Attorney Haigler was submitted on behalf of defendants per the request of the [Single Commissioner] detailing the legal argument on the above-referenced case law.
28. Upon review of the record as a whole, specifically the medical evidence and hearing testimony of Claimant and witnesses, and the case law (Johnson, Black, Pratt, and Wright), I find that Claimant is not entitled to benefits under the Workers' Compensation Act because he clearly violated express and specific orders from his employer not to ride the machinery in the manner that directly resulted in his injuries. Claimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable. This finding of fact is based upon the greater weight of the evidence.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, and as provided by the Code of Laws of South Carolina, § 42-17-40, it is the determination of this Commissioner that:

1. Pursuant to § 42-1-130, Claimant was a covered employee at the time in question; and under § 42-1-140, Defendant-Employer was a covered employer.
2. Based on Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950), Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004), and Wright v. BiLo, Inc., 422 S.E.2d 186 (1994), and pursuant to § 42-1-160, Claimant did not sustain a compensable injury because he left the course and scope of his employment when he clearly and knowingly violated express and specific orders from Employer not to ride the machinery in the manner which directly resulted in his injuries. This finding is based upon the above-referenced hearing testimony of Claimant and Employer representatives.
3. Because the claim is found not compensable for the aforementioned reasons, Claimant is not entitled to any benefits under §§ 42-9-10, 42-9-20, 42-9-30, 42-9-260, 42-15-60 or any other statute.

III. ISSUE ON APPEAL

1. Did the Single Commissioner err in finding and concluding "Claimant did not sustain a compensable injury because he clearly and knowingly violated express orders from [Employer] not to ride the machinery in the manner which directly resulted in his injuries"?
2. Did the Single Commissioner err in failing to find the proximate cause of the accident was Employer's failures to provide safe transportation and properly hitch the machine to the truck?

3. Did the Single Commissioner err in finding Claimant was given "express and specific orders from [Employer]" when the undisputed evidence shows that the onsite supervisor did not wear a seatbelt himself, and allowed two employees to ride on the running boards of the truck and two employees to ride on the chipper, all of which was necessitated due to the fact that there was nowhere else for these employees to ride?
4. Did the Single Commissioner err in misapplying case law as even if Claimant violated a safety rule, a mere violation of a safety rule does not take an employee outside the scope of his employment as safety rules inherently govern the "conduct of the workman within the sphere of his employment"?
5. Did the Single Commissioner err by injecting a fault-based analysis into the no-fault workers' compensation system?

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 March 25, 2025.

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

FINDINGS OF FACT

1. Claimant filed a Form 50 seeking a determination of compensability of an accident which occurred on July 23, 2024, when Claimant was sitting on a woodchipper and fell off. He is seeking medical treatment for his low back, pelvis, hip, neck, head, bilateral legs, teeth and fractured coccyx.
2. Defendants originally accepted this case and later denied it, arguing Claimant intentionally violated express safety rules which Employer told Claimant and other employees not to do. They further argue that Claimant is not owed medical treatment nor TTD benefits due to his intentional disobedience.
3. Claimant was transported by Medicare Air 2 on July 23, 2024, to Prisma Health Richland. It was noted Claimant complained of back pain due to a 5-foot fall from a woodchipper onto concrete

and landed on his back and hit his head with loss of consciousness. (Claimant APA p. 1-7).

4. Claimant treated with Prisma Health Richland on July 23, 2024, and discharged on August 2, 2024. Claimant reported significant pain to the posterior aspect of his head, mid back pain, and right lower extremity pain. It was noted that Claimant was unable to recall the events leading up to the fall and endorsed of [sic] loss of consciousness. Claimant complained of right lower extremity numbness. CT of chest showed boney avulsion injury involving right anterior iliac spine with associated edema and soft tissue swelling, no other acute of [sic] traumatic findings of the chest, abdomen or pelvis. CT of cervical spine showed no active or acute findings. It was noted that Claimant had posterior scalp lacerative with staples repaired in ER MRI of lumbar spine showed transverse sacral ala and extension into the bilateral S3 sacral foramen. X-ray of elbow showed no acute osseous process. X-ray of pelvis showed nondisplaced transverse lower sacral fracture, small avulsion fractures from the right iliac wing anteriorly. No SI joint symphysis pubis widening. No hip dislocation. Diagnosis: 1) Sacral fracture, 2) back pain, 3) occipital scalp laceration, 4) paresthesia of right lower extremity. (Claimant APA p. 8-49).
5. Claimant was evaluated by Dr. Sayan on August 12, 2024. Claimant complained of right hip pain and was using a walker. It was noted that Claimant did not remember the injury. Assessment: Lateral compression type 1 pelvis fracture with fracture through the sacrum on the right posteriorly as well as the anterior pelvis on the right with an ASIS avulsion fracture. Claimant shoulder remain out of work 3 months. (Claimant APA p. 60-66).
6. Claimant attended physical therapy at Marion PT from 08/20/2024 to 11/13/2024. (Claimant APA p. 60-66).
7. Claimant was evaluated by Dr. Sayan on September 16, 2024. Claimant complained of pain in the right hip with fracture. It was noted that Claimant had progressed from the walker to a cane and that he could put full weight on both legs. Claimant complained of soreness and reported his pain level at a 6 out of 10. Assessment: S3-4 nondisplaced fracture. Recommendations: continue with weight bearing as tolerated, remained out of work and medications. (Claimant APA p. 53-56).
8. Claimant was evaluated by Dr. Sayan on October 28, 2024. It was noted that Claimant reported that he did not have a lot of pain but does have some weakness in his legs and some lightheadedness, dizziness and blackouts. Claimant was using a cane. Assessment: Recommended neurology referral for lower extremity weakness. EMG/NCS of lower extremity and neurologist for headaches, and lightheadedness, PT, remain out of work and medications. (Claimant APA p. 57-59).
9. Emails were exchanged between Attorney Coggiola and Attorney Haigler regarding the 30(b)(6) depositions. (Claimant APA p. 67).
10. Claimant sent a subpoena dated November 20, 2024, for personnel file material addressed to Defendants' counsel. (Claimant APA pp. 68-71).
11. Claimant testified that he had read the company handbook and its sections on seatbelts and transportation at the workplace, including the section that prohibits riding on running boards,

fenders, or any part of the vehicles except the seats. However, he stated he did not think this rule applied to the woodchipper. (Hearing Transcript pp. 28-30).

12. Claimant further testified that his supervisor, Bryan Norton, did not tell him personally or as part of a group that he was not permitted to ride on the woodchipper, that he could not ride on the fenders, or that he had to wear a seatbelt in the truck. He testified there was never any verbal conversations about safety rules on the job. (Hearing Transcript pp. 31-32, 37).
13. Bryan Norton testified that before the subject accident, he had "several meetings" regarding employees riding on company equipment, and that the manner in which they were riding was improper. He would conduct daily safety meetings to discuss matters of safety at the direction of Employer. Specifically, there had been "quite a few" meetings where it was discussed that employees were not to ride on the woodchipper. (Hearing Transcript pp. 48-50).
14. Norton also testified that the other three individuals riding the equipment improperly that day were written up for safety violations. He had also handed out disciplinary action to employees who were improperly riding on equipment. (Hearing Transcript pp. 50-51).
15. Norton further testified Claimant admitted knowing he was prohibited from riding on the woodchipper and admitted as much when Norton and Anthony Preast visited him in the hospital. (Hearing Transcript pp. 55-56). This testimony was corroborated by Preast during his examination. (Hearing Transcript, pp. 74-75).
16. Anthony Preast testified that Employer has safety policies prohibiting riding on the woodchipper, and that Claimant would have to be familiar with company policies in order to be employed. (Hearing Transcript pp. 71-72).
17. Brandon Conner testified that he was driving the truck at the time of the accident. He knew employees were not to ride on the woodchipper because of the safety meetings run by Norton, where it had been instructed "multiple times" that employees were not to ride on the equipment. He testified that Claimant was present for these meetings. He further confirmed he received a writeup for not wearing a seatbelt while operating the company vehicle at the time of the accident. (Hearing Transcript pp. 86-89).
18. We find Claimant knew and admitted he was expressly prohibited from riding on the woodchipper and chose to do so anyway on the date on the accident. This Finding is supported by the greater weight of the evidence in the record, including but not limited to the Hearing testimony of Claimant, Mr. Norton, Mr. Preast and Mr. Connor.
19. Johnson v. Merchants Fertilizer Co., 198 S.C. 373, 17 S.E.2d 695 (1941) - The court found that not every violation of an order remembers [sic] an injured worker from the protection of the Act. The court considered the fact that the instructions were general as opposed to specific and noted that general instructions are not enough for the employer to meet their burden of proving a violation of a positive order. (Claimant's APA submission).
20. Accident report dated July 24, 2024. Claimant set on chipper attached to truck while going down the road and fell off, causing cut to his head and broken pelvis. (Def. APA p. 1-15).

21. Defendants submitted an Employee Handbook, which detailed the company policies. (Def. APA p. 16-67). Of relevance, the Handbook details that "employees shall always wear seat belts while operating or riding in a Company vehicle or while conducting company business." (Def. APA p. 56). It further details that "no one shall be permitted to ride on the running boards, fenders, or any part of a vehicle except the seats. No passenger shall stand in a moving vehicle." (*Id.*). Wearing a seat belt while operating company vehicles or equipment was listed as the second of its "Safety Seven" rules. (Def. APA p. 58). Employees who violate the safety rules are subject to discipline. (Def. APA p. 59).
22. Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950) - The court held the claim was not compensable because the injuries were brought about through his own act which were not only wholly without the scope of his employment but had been expressly forbidden by his employers. (Def. APA submission).
23. Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004) - The court held substantial evidence demonstrated Claimant left the scope of his employment by violating the specific order not to drive the company vehicle home. The court further stated that when an employer limits the scope of employment by specific prohibitions, an employee leaves the course and scope of their employment when they violate those prohibitions. (Def. APA submissions).
24. Wright v. BiLo, Inc., 422 S.E.2d 186 (1994) - The court held that the facts demonstrated clear and explicit orders repeatedly communicated which were subsequently violated by Claimant in the events leading to his death. The court concluded Claimant engaged in the specifically forbidden act of pursuing a [fleeing] shoplifter cannot be within the scope of his employment. (Def. APA submissions).
25. Defendants submitted video of the incident. The three-minute video is from an internal facing camera in a company work truck. Visible are the driver and another employee hanging on the outside of the passenger door. Approximately 18 seconds into the video, the vehicle shudders, and the individuals in the video look to the rear. Words are exchanged, and the driver stops the vehicle. Both individuals leave the truck and walk towards the rear. (Def. APA Exhibit D).
26. Memorandum of Law prepared by Attorney Coggiola was submitted on behalf of Claimant per the request of the Single Commissioner detailing the legal argument on the above-referenced case law.
27. Memorandum of Law prepared by Attorney Haigler was submitted on behalf of Defendants per the request of the Single Commissioner detailing the legal argument on the above-referenced case law.
28. Upon review of the record as a whole, specifically the medical evidence and hearing testimony of Claimant and witnesses, and the case law (Johnson, Black, Pratt, and Wright), we find that Claimant is not entitled to benefits under the Workers' Compensation Act because he clearly violated express and specific orders from Employer not to ride the machinery in the manner that directly resulted in his injuries. Claimant left the course and scope of his employment when he

rode on the back of the woodchipper. Therefore, his claim is not compensable. This finding of fact is based upon the greater weight of the evidence.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, and as provided by the Code of Laws of South Carolina, § 42-17-40, it is the determination of this Commissioner that:

1. Pursuant to § 42-1-130, Claimant was a covered employee at the time in question; and under § 42-1-140, Defendant-Employer was a covered employer.
2. Based on Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950), Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004), and Wright v. BiLo, Inc., 422 S.E.2d 186 (1994), and pursuant to § 42-1-160, Claimant did not sustain a compensable injury because he left the course and scope of his employment when he clearly and knowingly violated express and specific orders from his employer not to ride the machinery in the manner which directly resulted in his injuries. This finding is based upon the above-referenced hearing testimony of Claimant and Employer representatives.
3. Because the claim is found not compensable for the aforementioned reasons, Claimant is not entitled to any benefits under §§ 42-9-10, 42-9-20, 42-9-30, 42-9-260, 42-15-60 or any other statute.

ORDER

THEREFORE IT IS HEREBY ORDERED that the Decision and Order of the Single Commissioner filed in the above-captioned matter on March 25, 2025, is fully **AFFIRMED**.

ACCORDINGLY:

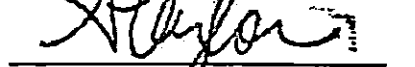
IT IS FURTHER ORDERED that Claimant is not entitled to benefits under the Act because he clearly violated express and specific orders from Employer not to ride the machinery in the manner that directly resulted in his injuries. Claimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable.

[Signatures appear on the following page.]

AND SO IT IS ORDERED.

_____(date)
Columbia, SC


Melody L. Jones, Commissioner


Aisha G. Taylor, Commissioner


Gene McCaskill, Commissioner

Order Served via email:

Nicolas L. Haigler Robinson Gray Stepp & Laffitte, LLC nhaigler@robinsongray.com	Stephen B. Samuels Samuels Reynolds Law Firm stephen@samuelsreynolds.com

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 September 5, 2025

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov



WCC File #: TBD
Carrier File #: Y4HC19158
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Neval Brunson SSN: _____ Employer's Name: Xylem Tree Experts, Inc.
Address: _____ Address: 208 E. Plume St., Suite 250
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: _____ Work Phone: _____ Insurance Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: J. Gabriel Coggiola Law Firm: Marc Brown Law Firm Preparer's Phone #: (803) 440-8604

A claim for workers' compensation benefits is made based on the following grounds:

☒ Injury ☐ Illness ☐ Repetitive Trauma ☐ Occupational Disease ☐ Physical Brain Injury ☐ Concurrent Jurisdiction

1. The claimant sustained an injury to Pelvis, Hip, Back, Neck, Bilateral Legs, Head, Teeth (Part(s) of Body Injured) on 07/23/24 in Sumter County, State of South Carolina.
2. Body part(s) affected are: Pelvis, Hip, Back, Neck, Bilateral Legs, Head, Teeth
Briefly describe how the accident occurred. Claimant was thrown off a wood chipper
3. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
4. The relationship of employer and employee existed at the time of injury.
5. At the time of the injury the claimant was performing services arising out of and in the course of employment.
6. Notice of the accidental injury was given to the Employer on (07/23/2024) in the following manner:
Oral Notice provided to supervisors. Claimant was airlifted from the scene of the accident.

☒ 7. Due to injury, the claimant is in need of (check one):

☒ (a) medical examination and treatment for: Hip, Neck, Back, Bilateral Legs, Head ☒ (b) additional medical examination and treatment for: Pelvis

☒ 8. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
Claimant is currently on a running award of TTD benefits.

☐ 9. Claimant at MMI: ☐ Yes ☒ No. 9a. If yes, due to the injury, the Claimant has permanent disability of the following nature and extent (check one):
☐ (1) General Disability: ☐ Total ☐ Partial ☐ (2) Specific Disability: ☐ Total ☐ Partial ☐ (3) Wage Loss

☒ 10. Due to the injury, the Claimant has a serious bodily disfigurement consisting of: TBD

☒ 11. At the time of the injury, the Claimant was paid weekly wages of \$TBD, and demands accounting of days worked and wages earned as provided by law.

☒ 12. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
None.

☒ 13. Further grounds or unusual aspects of claim:
None.

☒ 13a. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.

☐ 13b. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
Prisma Health Richland, 5 Medical Park Dr., Columbia, SC 29203; McLeod Orthopedics - Dillon, 705 North 8th Ave., Suite 1B, Dillon, SC 29536

☒ 13c. To the best of your knowledge, did you have any prior permanent disability?
If yes, describe: No.

☐ 14. ☐ I am adding a party. _____ (name/address).

☐ I am removing a party. _____ (name/address).

☐ Other amendment: _____

☐ 15. I am filing a claim. I am not requesting a hearing at this time.

Estimated time needed for hearing: 1 Hour

☐ 16. I am requesting a hearing. A \$50 fee is required.

☐ Mediation

☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.

☐ b. Mediation is required pursuant to Reg. 67-1802.

☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.

☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211. See attached certificate of service. I verify the contents of this form are accurate and true to the best of my knowledge.

J. Gabriel Coggiola Attorney
Preparer's Signature

gcoggiola@marchbrownlawfirm.com
Title Email

09/16/2024
Date

Refer to Regulations 67-204 - 67-211, Regulations 67-601 - 67-615, and Regulation 67-1801.
WCC Form # 50
Revised 9/2023

50

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

South Carolina Workers' Compensation
Commission
1333 Main Street, Suite 500
Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov



WCC File #: 2409881
Carrier File #: Y4HC19158
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Neval Brunson SSN: _____ Employer's Name: Cutter Buyer, LLC
Address: _____ Address: 208 E Plume St.
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: _____ Work Phone: _____ Insurance Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: Nicolas L. Haigler, Esquire Law Firm: Robinson Gray Stepp & Lefitte, LLC Preparer's Phone #: 803-929-1400

Date of Injury or Illness: July 23, 2024 Estimated time for hearing: 1 hour

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is admitted the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are: Defendants admit that claimant sustained an injury to his back, pelvis and coccyx. Defendants deny, pending investigation, all other injuries alleged as a result of the admitted injury.
2. It is admitted both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: Defendants admit that the defendant employer and claimant were subject to the Act on the date of accident. See 1-11
3. It is admitted the relationship of employer and employee existed at the time in question. The reasons for denial are: Defendants admit that on the date of accident, claimant was an employee of the defendant employer.
4. It is admitted at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are: Defendants admit, pending additional investigation, that the claimant was performing services arising out of and in the course of his employment.
5. It is admitted notice of injury was given to the employer. The reasons for denial are: Defendants admit that notice was provided to the defendant employer. But see 1-11.
6. It is admitted the employee needs / is entitled to additional medical care as a result of injury or illness. The reasons for denial are: Defendants are providing causally related medical treatment for accepted body parts pending MMI.
7. It is admitted the employee is entitled to temporary total disability for the period(s) of: Upon Information and belief,
Defendants are providing appropriate TTD benefits.
8. It is denied the employee is permanently disabled. The reasons for denial are: Claimant had not yet reached MMI, and any assertion to the contrary is premature.
9. It is denied the employee has a serious disfigurement.
10. It is contented that an average weekly wage of \$ Form 20 applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are: Defendants reserve the right to plead additional defenses as they become available, including but not limited to those set forth in Regulation 67-603.

☐ Mediation

- ☐ (a) Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ (b) Mediation is required pursuant to Reg. 67-1802.
☐ (c) Mediation is requested by consent of the parties pursuant to Reg. 67-1803.
☐ (d) Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov

I certify I have served this document pursuant to Reg. 67-211. See attached certificate of service.

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

Preparer's Signature

Attorney for The Employer/Carrier
Title

nhaigler@robinsongray.com
Email

10/16/2024
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Refer to R. 67-1801 for mediation. Questions about the use of this form may be directed to the Commission's Judicial Department at 803-737-5675 or judicial@wcc.sc.gov or mediation@wcc.sc.gov. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51
Revised 09/23

51

Employer's Answer to Request for Hearing

030

South Carolina Workers' Compensation
Commission
1333 Main Street, Suite 500
Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov



WCC File #: 2409881
Carrier File #: Y4HC19158
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Neval Brunson SSN: _____ Employer's Name: Cutter Buyer, LLC
Address: _____ Address: 208 E Plume St.
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: _____ Work Phone: _____ Insurance Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: Nicolas L. Haigler, Esquire Law Firm: Robinson Gray Stebb & Laffitte, LLC Preparer's Phone #: 803-929-1400

Date of Injury or Illness: July 23, 2024 Estimated time for hearing: 1 hour

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is denied the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Defendants deny this claim pending further investigation.
2. It is admitted both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
Defendants admit that the defendant employer and claimant were subject to the Act on the date of accident. But see No. 1 and No. 11.
3. It is admitted the relationship of employer and employee existed at the time in question. The reasons for denial are:
Defendants admit that on the date of accident, claimant was an employee of the defendant employer.
4. It is denied at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
Defendants deny the accident occurred while the claimant was in the course of his employment.
5. It is admitted notice of injury was given to the employer. The reasons for denial are:
Defendants admit that notice was provided to the defendant employer. But see No. 1 and No. 11.
6. It is denied the employee needs / is entitled to additional medical care as a result of injury or illness. The reasons for denial are:
Defendants are providing causally related medical treatment for accepted body parts pending MMI.
7. It is denied the employee is entitled to temporary total disability for the period(s) of: TTD benefits have been denied based upon a denial of the claim.
8. It is denied the employee is permanently disabled. The reasons for denial are: Claim is now denied.
9. It is denied the employee has a serious disfigurement.
10. It is contended that an average weekly wage of \$ Form 20 applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are: Defendants assert the injury was the result of horseplay and/or the result of the known noncompliance with company policy.

☐ Mediation

- ☐ (a) Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ (b) Mediation is required pursuant to Reg. 67-1802.
☐ (c) Mediation is requested by consent of the parties pursuant to Reg. 67-1803.
☐ (d) Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov

I certify I have served this document pursuant to Reg. 67-211. See attached certificate of service.

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

Preparer's Signature

Attorney for The Employer/Carrier
Title

nhaigler@robinsongray.com
Email

11/19/2024
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Refer to R. 67-1801 for mediation. Questions about the use of this form may be directed to the Commission's Judicial Department at 803-737-5675 or judicial@wcc.sc.gov or mediation@wcc.sc.gov. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51
Revised 09/23

Amended 51

Employer's Answer to Request for Hearing



Claimant's Name: Neval Brunson SSN: _____ Employer's Name: Cutter Buyer, LLC
Address: _____ Address: 208 E. Plume Street, Suite 250
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: () - - Work Phone: () - - Insurance Carrier: Property & Casualty Insurance Co. of Hartford
Preparer's Name: Stephen B. Samuels Law Firm: Samuels Reynolds Law Firm Preparer's Phone #: 803.779.4000

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☒ Claimant ☐ Employer (check one) Date of Injury or Illness: 07.29.21

The undersigned makes application for review of the findings of the Commissioner in the above-captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages if necessary).

See "Attachment to Form 30"

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.
I certify I have served this document pursuant to Reg. 67-211. See attached certificate of service.

Stephen B. Samuels
Preparer's Signature

Attorney _____
Title _____

stephen@samuelsreynolds.com
Email

April 2, 2025
Date

Check this box if you are not represented by an attorney ☐

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or appeals@wcc.sc.gov.

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

Neval Brunson v. Cutter Buyer, LLC

WCC File No. 2409881

ISSUES ON APPEAL

1. Whether the Single Commissioner erred in finding and concluding “the claimant did not sustain a compensable injury because he clearly and knowingly violated express orders from his employer not to ride the machinery in the manner which directly resulted in his injuries.”
2. Whether the Single Commissioner erred in failing to find the proximate cause of the accident was the Employer’s failures to provide safe transportation and properly hitch the machine to the truck?
3. Whether the Single Commissioner erred in finding Claimant was given “express and specific orders from his employer” when the undisputed evidence shows that the onsite supervisor did not wear a seatbelt himself, and allowed two employees to ride on the running boards of the truck and two employees to ride on the chipper, all of which was necessitated due to the fact that there was nowhere else for these employees to ride.
4. Whether the Single Commissioner erred in misapplying case law as even if Claimant violated a safety rule, a mere violation of a safety rule does not take an employee outside the scope of his employment as safety rules inherently govern the “conduct of the workman within the sphere of his employment.”
5. Whether the Single Commissioner erred by injecting a fault-based analysis into the no-fault workers’ compensation system.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO.: 2409881

Neval Brunson,
Claimant,

Appellant,

v.

Cutter Buyer, LLC,
Employer,

and

Property & Casualty Insurance Company of
Hartford,
Carrier,

Defendants/Respondents.

CLAIMANT'S APPELLANT'S BRIEF

Claimant, by and through his undersigned attorney, hereby submits his **CLAIMANT'S APPELLANT'S BRIEF** in support of his claim for workers' compensation benefits.

ISSUES ON APPEAL

1. Whether the Single Commissioner erred in finding and concluding "the claimant did not sustain a compensable injury because he clearly and knowingly violated express orders from his employer not to ride the machinery in the manner which directly resulted in his injuries."
2. Whether the Single Commissioner erred in failing to find the proximate cause of the accident was the Employer's failures to provide safe transportation and properly hitch the machine to the truck?
3. Whether the Single Commissioner erred in finding Claimant was given "express and specific orders from his employer" when the undisputed evidence shows that the driver did not wear a seatbelt, a second employee rode on the running board of the truck, and two employees rode on the chipper, all of which was necessitated due to the fact that there was nowhere else for these employees to ride.

4. Whether the Single Commissioner erred in misapplying case law as even if Claimant violated a safety rule, a mere violation of a safety rule does not take an employee outside the scope of his employment as safety rules inherently govern the “conduct of the workman within the sphere of his employment.”
5. Whether the Single Commissioner erred by injecting a fault-based analysis into the no-fault workers’ compensation system.

STATEMENT OF THE CASE

This matter involves an appeal from a Decision and Order issued by Commissioner Dooley on December 10, 2024. The case involves an admitted accident where the Claimant was seriously injured falling from a chipper which became detached from the truck towing it. Defendants alleged riding the chipper violated company policy thus taking him out of the course of his employment. The Single Commissioner denied the claim holding:

Claimant is not entitled to benefits under the Act because he clearly violated express and specific orders from his employer not to ride the machinery in the manner that directly resulted in his injuries. The Claimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable.

[Order, page 15].

STATEMENT OF THE FACTS

The Employer, Cutter Buyer, LLC, operates a tree cutting service known as Zylem Tree Experts. Neval Brunson was hired by Zylem in June 2024.

Zylem operated two crews: a tree crew and a ground crew. The tree crew worked overhead out of bucket trucks trimming branches on trees along the right of way for power lines. [Tr. page 40, lines 10-14]. The ground crew picked up the branches and ran them through a wood chipper. Brunson worked on the ground crew.

Normally, the crew rode in a “chip truck with a buddy cab” with enough seating to accommodate the entire four-man crew within the truck. However, on July 23, 2024, the regular

buddy truck had been in the shop for a week. Instead, Zylem used a lift truck with a single bench seat to pull the chipper – which meant “you couldn’t sit everybody in there . . .” [Tr. page 44, line 23-page 45, line

On July 23, 2024, the company was clearing tree branches from power lines along Trufield Drive in Sumter Country near Dalzell.

Brunson worked on the 4-man ground crew. The lift truck was being driven by Brandon Conner. No supervisors were on the scene when the accident happened; Conner was merely another groundsman – “not the boss man” – with no authority to give orders. [Tr. page 92, line 8].

At the time of the accident, Brandon Conner was driving the bucket truck (not wearing a seatbelt). [Tr. page 89, lines 1-7]. One worker stood on the running board of the truck hanging on with his arm through the window. The other two workers – including Brunson – rode behind on the chipper.

Brunson himself has no memory of the day in question due to post-traumatic amnesia. Neither of the supervisors who testified were on site when the accident occurred. Bryan Norton, the general foreman, could not see the accident and was “not present at all to see what was going on.” [Tr. Page 43, line 18-page 44, line 2]. Anthony Preast, the supervisor, was not on the job at all. [Tr. page 71, lines 5-7]. Brandon Conner did not testify as to specifically how the accident occurred.

No one disputes that Brunson and another employee, Roberto, were riding on the chipper. The accident report states:

employees sat on chipper attached to truck while going down rode, both fell off chipper causing neval Brunson to fall off an cut in his head an broken pelvis, Roberto also fell but denied service until today an waiting on doctor report today. last update he was claiming to be sore.
[Defendants’ APA page 1 (grammar and spelling errors in original)].

The in-truck video and on scene photographs show the accident occurred when the chipper

came loose from the bucket truck causing the front end to drop to the ground and launching the employees. The video is viewed from the dashboard showing the driver (Conner) and another employee hanging outside on the running board. When the video starts, the bucket truck is already moving and picking up speed. At 19 seconds, the video shows the bucket truck suddenly shift and shake. At 23 seconds, the driver stops the truck while the man on the running board looks back. At 30-33 seconds, both men leave the truck and run towards the back. The driver is in such a hurry that he leaves the driver's door open. [Defendants' Exhibit D].

Assuming the truck is traveling at an average of 20 mph, it would travel 675 feet in 23 seconds. The video shows the truck passing houses on both sides of the street.

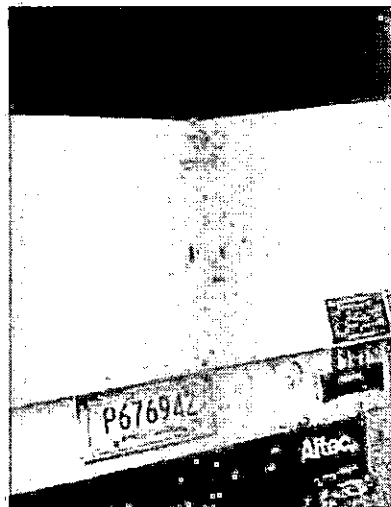
A photograph from the accident report shows the scene looking forward down Trufield Road. A large divot or groove is shown in the pavement. [Defendants' APA page 13]. One can also see a power pole on the left with a clear view down the road showing no trees to clear along the line.



A screen shot from Google Streets from February 2025 (seven months after the accident) shows that the divot has been repaired with road tar. It also shows a wider view of the same scene confirming that there are no trees to clear along the wire. This explains why the crew were riding instead of walking and why the driver was going as fast as he was.



Other photographic evidence shows that Brunson did not merely fall off the back of the chipper. Photograph 6 shows the rear of the bucket truck. There are holes and other damage to the back of the truck. [Defendants APA page 6].



Other closeup photographs were taken of the hitch both hitched and unhitched. [Defendants' APA pages 7-9]. The accident report lists the 2023 MORBARK 1215 CHIPPER and 2019 FORD F750 as assets involved. The report further states: "Anticipated Cost for Repair: \$10000 or Above." [Defendants' APA page 14].

If Neval Brunson had simply fallen off the chipper, there would be no divot in the road, no jarring of the bucket truck severe enough to make the driver immediately come to a stop and run behind it, and no reason for the accident to cause over \$10,000.00 in property damage. Brunson himself testified – without objection – "I was told I was thrown off the wood chipper . . . one of the employees said he saw me go up in the air and come down." [Tr. page 36, line22-page 37, line 3]. The only reasonable inference to be drawn from the accident report is that the chipper became unhitched causing damage to the equipment and launching Brunson into the air causing his injuries.

Brunson was rendered unconscious by the impact. He was airlifted from the scene to the trauma center at Prisma Health in Columbia. [Claimant's APA pages 1-7]. The hospital report states:

Patient was reportedly at work where he works as an arborist. Patient was reportedly on top of a wood chipper and fell approximately 5 to 6 feet. . . . Patient is unable to recall the events leading up to the fall and endorses loss of consciousness. . . . [Claimant's APA page 8].

Brunson suffered a traumatic brain injury with loss of consciousness, transverse sacral fracture, back injury with parasthesia of his right lower extremity. The claim was initially accepted and he was provided limited treatment.

Claimant filed the Form 50 (Request for Hearing) on September 16, 2024. On October 16, 2024, Defendants filed a Form 51 admitting Claimant's allegations as to the back, pelvis and coccyx but denying all other body parts on October 16, 2024. The case was set for a hearing.

On November 19, 2024, Defendants filed an Amended Form 51 denying the claim on the

grounds that “deny the accident occurred while claimant was in the course of his employment.” The Amended Form 51 further stated: “Defendants assert the injury was the result of horseplay and/or the result of the known noncompliance with company policy.” [Amended Form 51]. Defendants also filed a Form 15 (Section III) terminating temporary compensation.

The case was tried on December 10, 2024 before Commissioner Dooley. Defendants argued Brunson violated company policy by riding on the chipper. They argued “when you through acts of your own and with intent violate expressly forbidden, or expressed prohibitions by your employer, and are injured as a result thereof, your claim should be denied because you were outside of the course and scope of your employment when you did that.” [Tr. page 9].

Claimant argued the alleged “violation of the rules were . . . rules concerning the conduct of Mr. Brunson within the scope of his employment and, therefore, leave the scope of his employment unchanged and don’t prevent the recovery of compensation.” [Tr. page 8].

Commissioner Dooley agreed with Defenants position. On March 25, 2025, she issued a Decision and Order denying the claim holding:

Claimant is not entitled to benefits under the Act because he clearly violated express and specific orders from his employer not to ride the machinery in the manner that directly resulted in his injuries. The Claimant left the course and scope of his employment when he rode on the back of the woodchipper. Therefore, his claim is not compensable.
[Order, page 15].

This appeal followed.

ARGUMENT

1. As a safety rule concerns the conduct of the workman within his sphere of employment, a transgression of a safety rule leaves the scope of his employment unchanged, and will not prevent the recovery of compensation.

The legal theory advanced by Defendants is that Neval Brunson violated a written company policy which took him outside the scope of his employment – specifically a provision in the employee handbook against riding on machinery. Any such policy violation did not take Brunson outside the scope of his employment because (1) the Employer did not provide safe transportation on the job other than the chipper because the buddy truck was out of service; (2) the policy was not enforced as shown by the fact that all four members of the crew were in violation of company policy by riding on the chipper, standing on the running board of the truck, or driving without a seatbelt; (3) no supervisor gave explicit instructions not to ride on the chipper on the day of the accident; and (4) the accident was caused by the employer's failure to properly hitch the chipper to the bucket truck.

- A. Violation of a safety rule contained in an employee handbook cannot take an employee out of the course of his employment because safety rules concern the conduct of the employee within the sphere of his employment.

The rule applied by the Single Commissioner in this case is “when an employer limits the sphere of employment by specific prohibitions, injuries incurred while violating these prohibitions are not in the scope of employment and, therefore, are not compensable.” Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950)(police chief given specific instructions not to ride on the fire truck immediately before climbing onto fire truck from which he fell was acting outside scope of his employment). The Black Court explained:

[N]ot every violation of an order given to a workman will necessarily remove him from the protection of the Workmen's Compensation Act . . . Certain rules concern the conduct of the workman within his sphere of employment, while others limit the

sphere itself. A transgression of the former class leaves the scope of his employment unchanged, and will not prevent the recovery of compensation, while a transgression of the latter sort carries the workman outside of the sphere of his employment and compensation will be denied. *Id.*, quoting Johnson v. Merchants Fertilizer Co., 183 S.C. 373, 378-379, 17 S.E.2d 695, 697-698 (1941).

The application of this rule is important. Fundamentally, workers' compensation is a no-fault system. It would frustrate the purposes of the Act if an employer could make every risky or foolish act outside the course of employment (and thus not compensable) merely by inserting a rule against it in their employee handbook. As Professor Larsen observed:

The right to compensation benefits depends on one simple test: Was there a work-connected injury? Negligence, and, for the most part, fault, are not in issue and cannot affect the result. Let the employer's conduct be flawless in its perfection, and let the employee's be abysmal in its clumsiness, rashness and ineptitude; if the accident arises out of and in the course of employment, the employee receives an award. Reverse the positions, with a careless and stupid employer and a wholly innocent employee and the same award issues.

Thus, the test is not the relation of an individual's personal quality (fault) to an event, but the relationship of an event to an employment. The essence of applying the test is not a matter of assessing blame, but of marking out boundaries.

Arthur Larson & Lex K. Larson, Larson's Workers' Compensation Law § 1.03[1] (2014), quoted in Nicholson v. SCDSS, 411 S.C. 381, 769 S.E.2d 1 (2015)(injecting fault into workers' compensation "is unfaithful to the principles underlying the creation of workers' compensation and turns the entire system on its head.").

The Court's point can be illustrated with some examples. A machine operator who injures his hand cleaning a machine in violation of a safety rule; a truck driver who runs a red light and crashes his truck; and a CNA who injures her back using prohibited lifting techniques can all recover for their injuries despite the fact each violated a company policy. The reason is because each rule concerns the "conduct of the workman within his sphere of employment."

In the instant case, the four members of Brunson's crew were caught between a rock and a

hard place. The Employer normally provided a chip truck with a buddy cab which had enough seats with seat belts to accommodate the entire crew. On June 10, 2024, the buddy truck had been out of service for a week. The Employer elected to tow the chipper with a single seat bucket truck making it *impossible* for all members of the crew to sit inside and wear seatbelts.

Bryan Norton, the foreman, tried to get around the need to be driven. He testified “you couldn’t sit everybody in [the bucket truck], but we were in a neighborhood, so, from spot to spot, where we had to chip the brush, you could walk. You know, it was chip here, walk 20-30 foot, you chip again, you know.” [Tr. page 45, lines 1-9].

While Norton may have been correct about how things went during active chipping, the investigation shows the crew was not actively chipping. The video shows the truck accelerating as it goes past the neighborhood – up until the point when the chipper came loose. Assuming the truck is traveling at an average of 20 mph, it would travel 675 feet in the 23 seconds shown on the video. The truck was already moving when the video starts so the distance already traveled was likely much greater. [Defendants’ Exhibit D]. The photographs looking down Trufield Road show the truck was heading into a clear area where there was no brush to clear. The crew was not chipping; they were driving to another location. Walking was impractical if not impossible.

Moreover, the Employer never enforced the “rules all employees are expected to follow” set out in the Employee Handbook. This included the rules that employees always wear seat belts and “No one shall be permitted to ride on the running boards, fenders, or any part of a vehicle except the seats.” [Defendants’ APA page 56].

The video evidence clearly shows the driver not wearing a seatbelt and one employee riding on the running board. [Defendants’ Exhibit D]. The remaining two employees, including Brunson, were riding on the chipper.

It beggars the imagination to assume this was the first time this had happened. Brunson testified:

[G]enerally we ride on - when we are in the area we ride on we all be riding on the back of the wood chipper. . . . That's an every day occurrence. . . . On the top of the truck and ride on the side of the truck. If they - you can climb on top of the truck. One guy I know, he rides in the back of - inside where the chips go inside the truck. I seen this guy and I was, like, wow. Yeah, I've see them ride all over the truck. . . . Daily. It's a daily occurrence.

[Tr. page 26, line 8-page 27, line 12].

Brandon Connor agreed "people keep riding on the equipment . . . pretty frequently." [Tr. page 90, lines 7-18].

Foreman Norton confirmed this testifying: "I've caught people [riding on the chipper] and they've gotten disciplinary actions, you know."¹ [Tr. page 50, lines 16-20]. When asked if this happened on a fairly regular basis, Norton responded: "No. Not anymore, they don't. . . . Well, since the accident, no." [Tr. page 64, lines 4-9].

Another key point about non-enforcement of the rules is the "All-Stop" rule. The Employee Handbook states: "If you notice an unsafe condition that you cannot safely correct yourself, you must report it immediately to your supervisor and call an 'all stop.'" [Defendants' APA page 58]. Anthony Preast, the supervisor over the entire job, testified no "all stop" was called before the accident. He confirmed that "everybody that would have seen [employees riding on the chipper] would have been in violation of company policy." [Tr. page 81, lines 8-15].

For an employer to successfully assert this defense, it is not enough to show the mere existence of a written policy - even more so when, as here, the policy is not enforced. The

¹Norton admitted that he did not write anyone up for safety violations when the company was called Rightway because "they didn't have the policies that Zylem did." [Tr. page 51, lines 22-25]. Zylem took over in January 2024 - six months before the accident. Even after Zylem took over, the driver of the truck, Brandon Connor, testified he had never seen someone get fired for riding on the chipper. [Tr. page 90, lines 6-20]

employee must be given clear and explicit instructions immediately before engaging in the prohibited act (and the prohibition must concern the sphere of employment).

In the three leading cases denying compensation, the employer had repeatedly warned the employee not to engage in the specific act, *including specific instructions given immediately before the act and blatantly disobeyed by the employee*. See, Pratt v. Morris Roofing, Inc., 357 S.C. 619, 594 S.E.2d 272 (2004)(employee explicitly instructed not to take company truck home on the day of the accident); Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950)(police chief given specific instructions not to ride on the fire truck *immediately* before climbing onto fire truck from which he fell); Wright v. Bi-Lo, Inc., 314 S.C. 152, 442 S.E.2d 186 (Ct. App. 1994)(employee specifically told not to pursue a shoplifter and go back into the store *immediately* before chasing shoplifter on moped).

Multiple other cases reached the opposite result even when employees acted outside the scope of their duties – finding the cases compensable because the employer could not prove it had given clear and explicit instructions, because the act benefitted the employer, or because the employer did not enforce the prohibition about acting outside the scope of employment. See, e.g., Grant v. Grant Textiles, 372 S.C. 196, 641 S.E.2d 869 (2007)(injury incurred removing debris from road compensable even though it was not part of employee's job duties); Howell v. Kash & Karry, 264 S.C. 298, 214 S.E.2d 821 (1975)(fall while chasing purse snatcher off the premises not specifically prohibited by employer even though outside regular job duties); Compton v. Town of Iva, 256 S.C. 35, 180 S.E.2d 645 (1971)(employer allowed employees to act outside scope of their duties); Portee v. South Carolina State Hosp., 234 S.C. 50, 106 S.E.2d 670 (1959)(employee died of anaphylactic shock administered by nurse who knew of prohibition against giving shots without doctor's orders); Johnson v. Merchants Fertilizer Co., 198 S.C. 373, 17 S.E.2d 695

(1941)(compensation awarded where employee was found dead in an allegedly prohibited area because conflicting evidence on whether employer had given “clear and explicit” orders on not going into this area).

The main case relied on by Defendants is Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950). Superficially, Black would seem similar to the instant case as both employees were injured falling from equipment. A moment’s analysis shows the similarity to be merely in the means of injury; not the issues at hand here.

The claimant in Black was the *police chief* of a small town. He died when he fell from the side of a *fire truck* on which he was riding out to a fire. The mayor had previously instructed Black not to ride on the truck because it was not his “duty to ride the truck or have anything to do with it.” The Supreme Court held Black’s fatal injuries were outside the scope of his employment, noting the evidence “not only fails to show that deceased’s injuries were sustained while performing duties within the scope of his employment but positively shows that such injury was brought about through his own acts which were not only wholly without the scope of his employment but had been expressly forbidden by his employers.”

Black is instructive because the facts illustrate the bright line test between a violation of policy that takes one outside the scope of employment and one that governs one’s employment. Police officers injured riding on the side of fire trucks were not covered under the Act because riding on a fire truck was both prohibited and outside the scope of their employment. Conversely, firemen injured while riding on the side of fire trucks are covered under the Act – even with the same prohibition in place. The difference: fighting fires is a fireman’s job; not a policeman’s. Black v. Town of Springfield, 217 S.C. 413, 60 S.E.2d 854 (1950)(police chief given specific instructions not to ride on the fire truck **immediately** before climbing onto fire truck from which he fell was acting

outside scope of his employment).

In the instant case, Brunson was part of the ground crew. He was required to use the chipper. If he misused it by riding on it as the crew moved on to another jobsite, it was still machinery that was part of his job. Falling off the chipper is no different than cutting your hand off by putting your hand inside the machine to free a log.²

The claimant in Black was the police chief. His job had *nothing* to do with fire trucks. His choice to ride on the fire truck was done for the thrill of it. Brunson's riding on the chipper was part of his job because the crew was moving to another jobsite (more than 20-30 feet away) and the Employer did not provide a safer option.

The other key difference in Black is that the employer proved the police chief was specifically told by the mayor that riding the fire truck was outside his employment *mere minutes* before he knowingly and intentionally violated the rule. The mayor testified:

I was standing on the street by the police house and Mr. Black approached me very erect and looked like a million dollars and asked if he could go and turn the siren on and take the truck out and I told him 'No, sir.' I was already mad about the whole thing anyway and I told him that he did not have any duties with the fire department and told him he could not do anything about carrying the truck out and *I wanted it specifically understood that none of the police had anything to do with the truck, and in less than five minutes he had done exactly what we told him not to do.*

Id. 420-421, 60 S.E.2d 854, 857-858 (emphasis added).

If a supervisor had explicitly told Brunson not to ride the chipper on the day of the accident, then this case might be closer to Black. That didn't happen. And consider, even if an employee was told not to put his hand into a chipper and still proceeded to do so to clear it, he would still have a compensable claim because safety rules fundamentally "concern the conduct of the workman within his sphere of employment, while others limit the sphere itself." Id.

²The Handbook states: "Employees shall not place any body part into the infeed hopper during chipping operations." [Defendants APA page 58].

Brunson himself testified that foreman Norton had never told him not to ride on the chipper or to get off the chipper. [Tr. pages 26-32]. Norton never directly contradicted Brunson's testimony. At no point did he testify he told Brunson *directly* not to ride on the chipper or to stop riding on the chipper, and certainly not on the day of the accident.

Norton gave vague testimony about safety meetings, catching people riding chippers and other equipment, and writing people up after being caught riding equipment (although no one had been fired for doing so). One would think if he had really given direct and explicit instructions *on the jobsite on the day of the accident* to all four members of the ground crew none of them would be riding without seatbelts, on the running board, or on the chipper. Either these four men had never attended the safety meetings or they knew the employer never truly enforced the rules.

This is not to say that safety is not important. Those of us who work within the workers' compensation system are acutely aware of the impact of workplace injuries on people's lives. The fact of the matter is that no matter how careful or careless people are, accidents with injuries are still going to happen. The Legislature intended the workers' compensation system to provide for injured workers regardless of fault. Pelfrey v. Oconee County, 207 S.C. 433, 440, 36 S.E.2d 297, 300 (1945). ("Common sense indicates that a compensation law passed to increase workers' rights (because their common law rights were too narrow) should not thereafter be narrowly construed.") No matter how well intended, a safety rule cannot eliminate an employer's liability for a workplace accident even when scrupulously enforced – and certainly not when enforcement is lax and sporadic to the point that employees simply ignore it with the tacit consent of management. Pelfrey v. Oconee County, 207 S.C. 433, 440, 36 S.E.2d 297, 300 (1945). ("Common sense indicates that a compensation law passed to increase workers' rights (because their common law rights were too narrow) should not thereafter be narrowly construed.") .

The Appellate Panel should reverse as a matter of law because a safety rule fundamentally concerns the conduct of the workman within his sphere of employment. Additionally, even if violation of a safety rule could take an employee out of the sphere of his employment, the employer failed to prove that Brunson was immediately and specifically instructed by a supervisor not to ride on the chipper, and that it actually enforced the policy prior to Brunson's accident. Therefore, the Panel should award benefits to Brunson or remand to a Single Commissioner for a hearing on benefits due.

B. If fault is to be an issue in this case, then the Employer's failure to provide safe transportation and its further failure to properly hitch the chipper to the bucket truck is the proximate cause of the accident.

The Single Commissioner erroneously found Brunson to be *at fault* for the accident because she found his injuries were caused by his choice "to ride the machinery in the manner that directly caused his injuries." This phrasing indicates that she found him at fault, i.e. negligent, and that his negligence was the cause of his injuries. This is reversible legal error as injecting fault into workers' compensation "is unfaithful to the principles underlying the creation of workers' compensation and turns the entire system on its head." Nicholson v. SCDSS, 411 S.C. 381, 769 S.E.2d 1 (2015).

If fault is now to be a consideration in workers' compensation, then the fault should be found to lie with the Employer. The direct cause of Brunson's injuries is the fact he was "launched" into the air when the chipper became detached from the bucket truck. Had he merely been riding on the chipper at low speed, he likely would not have fallen off and certainly would not have suffered such severe injuries as a TBI and fractured pelvis.

The record shows the Employer (1) failed to provide safe transportation at the site; (2) failed to safely attach the chipper to the bucket truck; and (3) failed to provide adequate supervision to ensure *all* employees followed the Employee Handbook. As such, the proximate cause of the

accident was the negligence of the Employer.

To be clear, Claimant does not believe fault has any place in the workers' compensation system. This issue is only being raised because the Single Commissioner appears to have based her holding on fault.

CONCLUSION

For the foregoing reasons, the Decision and Order of the Single Commissioner should be reversed. The Appellate Panel should either make additional findings on the merits or remand to the jurisdictional Commissioner to take evidence to determine the benefits to which Brunson is entitled.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "S. B. Samuels", is written over a horizontal line.

Stephen B. Samuels
Samuels Reynolds Law Firm, LLC
1320 Richland Street
Columbia, SC 29201
(803) 779-4000

Attorney for Claimant

June 23, 2025
Columbia, South Carolina

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Neval Brunson,	)	
	)	
Employee/Claimant,	)	WCC No.: 2409881
	)	
-vs-	)	
	)	
Cutter Buyer, LLC/SIP	)	
Vegetation Management,	)	
	)	
Employer,	)	
	)	
and	)	
	)	
Property and Casualty	)	
Insurance Company of	)	
Hartford,	)	
	)	
Carrier,	)	
	)	
<u>Defendants.</u>	)	

TRANSCRIPT OF HEARING

Before Commissioner Cynthia C. Dooley, located at
the Sumter County Courthouse, 141 North Main Street,
Sumter, South Carolina, on Tuesday, December 10th, 2024
commencing at 12:09 p.m.

APPEARANCES:

For the Claimant:	Marc Brown Law Firm
	By: J. Gabriel Coggiola, Esquire
	1530 Richland Street
	Columbia, SC 29201
For the Defendants:	Robinson Gray
	By: Nicolas L. Haigler, Esquire
	Post Office Box 11449
	Columbia, SC 29211

ELAINE G. MCLEOD 803.603.4128

INDEX TO EXAMINATIONS:

EXAMINATION OF MR. BRUNSON:

DIRECT EXAMINATION BY MR. COGGIOLA: 13

CROSS-EXAMINATION BY MR. HAIGLER: 28

REDIRECT EXAMINATION BY MR. COGGIOLA: 37

EXAMINATION OF MR. NORTON:

DIRECT EXAMINATION BY MR. HAIGLER: 40

CROSS-EXAMINATION BY MR. COGGIOLA: 57

REDIRECT EXAMINATION BY MR. HAIGLER: 68

EXAMINATION OF MR. PREAST:

DIRECT EXAMINATION BY MR. HAIGLER: 70

CROSS-EXAMINATION BY MR. COGGIOLA: 77

REDIRECT EXAMINATION BY MR. HAIGLER: 82

RECROSS-EXAMINATION BY MR. COGGIOLA: 84

EXAMINATION BY MR. CONNOR:

DIRECT EXAMINATION BY MR. HAIGLER: 85

CROSS-EXAMINATION BY MR. COGGIOLA: 90

REDIRECT EXAMINATION BY MR. HAIGLER: 92

INDEX TO EXHIBITS:

(No exhibits marked.)

ELAINE G. MCLEOD 803.603.4128

1 THE COURT: All right. Today's date
2 is December the 10th of 2024. We are here on WCC file
3 number 2409881. It's the case of Neval Brunson,
4 represented by Gabe Coggiola. Employer is Cutter
5 Buyer, LLC/SIP Vegetation Management; Carrier is
6 Property and Casualty Insurance Company of Hartford,
7 both represented by Nick Haigler.

8 I have a date of accident of July 23rd
9 of 2024. Average weekly wage and compensation rate are
10 in dispute at this point. It's my understanding
11 further discovery will take place and if I do need to
12 make a determination on that the parties will let me
13 know further.

14 We are here to determine issues as
15 set forth on Forms 50 and 51. Prior to going on the
16 record, I did receive APA submissions from the
17 Claimant, pages 1 through 71, and the case of Johnson
18 versus Merchant's Fertilizer Company. I did receive
19 APA submissions from the Defendants, pages 1 through
20 67, two thumb drives, and three cases, Black versus
21 Town of Springfield; Pratt versus Morris Roofing; and
22 Wright versus Bi-Lo.

23 Are there any objections to APA's
24 jurisdiction, venue, or any other items at this time?

25 MR. COGGIOLA: None from the

ELAINE G. MCLEOD 803.603.4128

1 Claimant.

2 MR. HAIGLER: None, Your Honor.

3 Thank you.

4 THE COURT: Without objection, the
5 Commission file becomes a part of the record with the
6 exception of self-serving declarations and unstipulated
7 medical reports. I'm going to let the parties put
8 their position on the record at this time. And since
9 this is a Form 50, we will start off with the Claimant.

10 MR. COGGIOLA: Thank you, Your Honor.
11 I'm here today on behalf of Mr. Neval Brunson. You
12 will hear us refer to the Employer as Zylem Tree
13 Cutters. I think that was just a DBA name of Cutter
14 Buyer.

15 He was working for Zylem and was
16 involved in an accident on July 23rd, 2024. He was
17 sitting on the back of a wood chipper that was being
18 hauled by one of the company trucks. The truck went
19 over a bump and he fell off, landing on the pavement.

20 We allege that he sustained
21 compensable injuries to the back, pelvis, hip, neck,
22 bilateral legs, head, and teeth. Specifically, that he
23 had a hip fracture, a sacrum or coccyx fracture, and
24 lost a tooth, and a laceration to the head requiring
25 staples.

ELAINE G. MCLEOD 803.603.4128

1 This accident was admitted by the
2 Carrier and he was receiving temporary total disability
3 benefits and authorized medical treatment. He was
4 airlifted from the scene, taken to Prisma, where he was
5 inpatient for about 11 days; and, then, was
6 subsequently treated with Dr. Sayan, primarily for the
7 hip, as his authorized treating physician. He was in
8 physical therapy and Dr. Sayan had recommended a
9 neurology referral as a result of his headaches and, I
10 believe, and EMG test as well.

11 We filed a 50 on November, or
12 September 16th, '24 seeking treatment for the back and
13 the head since the ATP was focusing on the hip. On --
14 I'm sorry -- yeah. On October 16th, 2024, Defendant
15 filed a 51 admitting the accident to the back, pelvis,
16 and coccyx, but denied other alleged injuries. And,
17 then, on November 19th, '24 they filed an amended 51
18 denying the claim. And as set forth on the 51, that --
19 because the injury was a result of horseplay and/or
20 result of noncompliance with company policy.

21 As a result, after about four months
22 of treatment and benefits, benefits were stopped and
23 medical treatment was stopped and he has been without
24 benefits since that time.

25 The gist of -- I think the crux of

ELAINE G. MCLEOD 803.603.4128

1 the issue here is whether his violation of company
2 policy and violation of instructions from the Employer
3 somehow takes him out of the course and scope of his
4 employment and denies his entitlement to benefits.

5 The Claimant will rely primarily on
6 the Supreme Court's holding in Johnson v. Merchant's
7 Fertilizer Company wherein the Supreme Court stated
8 that not every violation of an order given to a workman
9 will necessarily remove him from the protection under
10 the Workers' Comp Act. Certain rules concern the
11 conduct of the workman within the sphere of employment,
12 while others limit the sphere itself. A transgression
13 of the former class leaves the scope of his employment
14 unchanged, and will not prevent the recovery of
15 compensation, while a transgression of the latter sort
16 carries the workman outside the sphere of his
17 employment and compensation will be denied.

18 We think that's exactly what the case
19 is here. The rules that we are talking about and the
20 violation of them and the violation of instructions are
21 all rules that concern the conduct of the workman, in
22 this case Mr. Brunson, within the sphere of his
23 employment as a grounds crew member for Zylem Tree
24 Cutters. He was riding on the back of a wood chipper
25 with the rest of the grounds crew. He was where he was

ELAINE G. MCLEOD 803.603.4128

1 supposed to be. He was doing his job.

2 The Defense has cited several cases
3 which have been handed up to you: Wright v. Bi-Lo,
4 Pratt v. Morris, and Black v. -- what's the title of
5 it?

6 MR. HAIGLER: Town of Springfield.

7 MR. COGGIOLA: Town of Springfield.

8 We would argue that all three of those cases are easily
9 distinguishable from this case. All three of those
10 cases involve situations where the rules that were
11 violated limited -- limited or altered the scope of
12 employment, or the sphere of employment, as it's
13 referred to in the Johnson case.

14 In Black it was a police officer who
15 was instructed not to ride on the fire trucks because
16 he is not a fireman. He did, he fell off, he got
17 injured. That rule limited the scope of his
18 employment.

19 And Wright v. Bi-Lo, it was a bag
20 boy. He was instructed not to chase shoplifters. That
21 limited the scope and sphere of his employment because
22 he is not a police officer, he's a bag boy.

23 And, finally, in Pratt, he was
24 instructed that he was no longer able to take trucks
25 home. So, it became a coming and going rule which took

ELAINE G. MCLEOD 803.603.4128

1 him out of the course and scope of his employment.

2 We would argue this is entirely
3 different. These are a violation of the rules were a
4 -- you know, rules concerning the conduct of Mr.
5 Brunson within the sphere of his employment and,
6 therefore, leave the scope of his employment unchanged
7 and don't prevent the recovery of compensation.

8 We would ask the Commission to,
9 number one, have temporary benefits reinstated
10 immediately; we would argue that the termination of the
11 benefits -- the termination of temporary benefits,
12 albeit within 150 days, was not based on a good faith
13 denial. We would argue that it was improper and,
14 therefore, the subject of penalties. We would ask that
15 medical treatment be resumed immediately with his
16 authorized treating physician and that the referral to
17 the neurologist, made by the authorized treating
18 physician, be honored by the Defendants.

19 THE COURT: Very good. And from the
20 Defendants.

21 MR. HAIGLER: Thank you,
22 Commissioner. We take the position that this claim
23 should be denied in total based upon the precedent set
24 forth by the Supreme Court in Black versus Town of
25 Springfield, the Pratt versus Morris Roofing, and from

ELAINE G. MCLEOD 803.603.4128

1 the Court of Appeals in Wright versus Bi-Lo.

2 We believe that all three of these
3 cases expanded the holding from 1941 led by the Supreme
4 Court of South Carolina. In that they basically
5 indicated that when you through acts of your own and
6 with intent violate expressly forbidden, or expressed
7 prohibitions by your employer, and are injured as a
8 result thereof, your claim should be denied because you
9 were outside of the course and scope of your employment
10 when you did that.

11 If you look at the facts of these
12 cases that I've cited, I think they are very analogous
13 to the facts that we have in this case.

14 The -- I think the primary one is the
15 Black case. And, you know, it's been made -- there has
16 been made reference to the fact this was a police
17 officer riding on a fire truck. When you read the
18 testimony that the Court cited in this fairly lengthy
19 opinion, the very first -- the reason -- where they
20 asked the fire chief why -- excuse me, the Mayor of
21 Springfield, why he prohibited the Claimant, who was
22 the police chief, from getting on the truck. He said,
23 "I told Mr. Black you should not ride on that fire
24 truck."

25 Now, this is what's important because

ELAINE G. MCLEOD 803.603.4128

1 what he said to him wasn't that that's not your job
2 because, in fact, later on he said, yeah, the police do
3 have to report to fires. He said the reason that he
4 told him not to do it was he was a large man, weighing
5 about 200 pounds, and even for a young man it's
6 dangerous, and that's what I told the Council at the
7 meeting.

8 He told him not to do it because it
9 was dangerous. It was dangerous for him to be riding
10 on the side of a fire truck. That's exactly the fact
11 that we have here. The reason it was told to Mr.
12 Brunson not to ride on the chipper was because it's
13 dangerous. And, guess what, that's exactly what
14 happened. He got hurt because he was riding on the
15 chipper. He took himself out of the course and scope
16 of his employment when he completely decided, with his
17 own decision, intently, that he was going to just say,
18 you know what, I'm not going to listen to them, I'm
19 going to do what I want to do. And because of that he
20 is sitting in this position today.

21 And we believe that the Supreme Court
22 carved out an exception, that they've continued to
23 carve out with more liberal opinions on this issue from
24 the Johnson case, which was a very narrow issue back in
25 1941, that they have since expanded this to include

ELAINE G. MCLEOD 803.603.4128

1 exactly these types of situations. You should not be
2 able to receive instructions from your employer that
3 are expressed, completely ignore them with your own
4 intent, and then get hurt as a result of that. There
5 is -- that's exactly what they are trying to prohibit.

6 So we would ask that you deny this
7 case. We believe our denial was absolutely in good
8 faith, regardless of how you rule. And we would ask
9 that you deny this case in total.

10 THE COURT: Very good. Anything
11 further?

12 MR. COGGIOLA: Just in quick
13 response. I mean, I don't know exactly if it's being
14 suggested, but it suggests that this was an intentional
15 act. We would wholeheartedly disagree with that. If
16 anything -- if they are saying that this was negligent
17 behavior on his, I think the evidence will show there
18 was negligent behavior on the Employer and on -- well,
19 if anything, on Mr. Brunson's behalf at all.

20 But, fortunately, our Workers' Comp
21 Act is a no-fault system. And we would just point that
22 out that it doesn't matter if there was -- if the
23 behavior was considered negligent. But to say that it
24 was intentional, that he did this, as a defense, well,
25 I would just wholeheartedly disagree.

ELAINE G. MCLEOD 803.603.4128

1 MR. HAIGLER: Let me clarify. He
2 intentionally disobeyed. He didn't intentionally
3 injure himself.

4 THE COURT: Right.

5 MR. HAIGLER: And it is a no-fault
6 system, but the Supreme Court has carved out
7 exceptions, which we are discussing here today, which I
8 think are fairly clear.

9 THE COURT: All right, very good.
10 And for the record, I did -- have asked the parties to
11 prepare Memorandum of Law on this issue which will be
12 due the end of January. All right. We will go ahead
13 and swear the Claimant in at this time.

14 COURT REPORTER: Mr. Brunson, I just
15 need to swear you in. If you will raise
16 your right hand for me, please.

17 (Witness complies.)

18 COURT REPORTER: Do you solemnly
19 swear, or affirm, to tell the truth, the
20 whole truth, and nothing but the truth?

21 MR. BRUNSON: I do.

22 COURT REPORTER: Thank you.

23 THE COURT: Your witness.

24 MR. COGGIOLA: Thank you. Good
25 afternoon, Mr. Brunson. How are you

ELAINE G. MCLEOD 803.603.4128

1 doing today, sir?

2 MR. BRUNSON: I'm doing the best I
3 can.

4 MR. COGGIOLA: I'm going to ask you
5 -- the court reporter is taking down
6 everything you say, so, if you could, try
7 to speak up and speak clearly so she can
8 hear everything, all right?

9 MR. BRUNSON: Will do.

10 (NEVAL BRUNSON, being duly sworn,
11 testified as follows:)

12 DIRECT EXAMINATION BY MR. COGGIOLA:

13 Q. What's your full name, please, just for the
14 record?

15 A. Neval Brunson.

16 Q. All right. How old are you, Mr. Brunson?

17 A. I'm

18 Q. Are you married?

19 A. I am.

20 Q. Are you currently separated?

21 A. I am.

22 Q. How long have you been separated?

23 A. Maybe 12 years.

24 Q. On July 23rd of 2024, at the time of this
25 accident, were you living alone?

ELAINE G. MCLEOD 803.603.4128

1 A. I was.

2 Q. You were? All right. What was your address
3 there?

4 A.

5

6 Q. Okay. Are you still living at that address?

7 A. I'm not.

8 Q. All right. Where are you living now?

9 A. I'm living with my parents at

10

11 Q. All right. Why are you living with your
12 parents?

13 A. Because I need assistance after I had this
14 injury.

15 Q. All right. When did you begin working for
16 Zylem Tree Experts?

17 A. I think in the beginning of June. I'm not
18 quite sure. I think it's in the beginning of June.

19 Q. Of 2024?

20 A. 2024.

21 Q. And what was your job there at Zylem?

22 A. The grounds person.

23 Q. All right. Tell me, when you were hired what
24 kind of safety training program, if at all, were you
25 put through?

ELAINE G. MCLEOD 803.603.4128

1 A. We weren't put through any safety training
2 program.

3 Q. Were you provided a copy of an employee
4 handbook to review?

5 A. We were given a digital handbook.

6 Q. Okay. Describe for me, or describe for the
7 Commissioner, please, what some of your job duties were
8 as a grounds crew member for Zylem.

9 A. As a grounds person you pick up -- they cut
10 the branches from the trees and we pick -- we go along
11 after they're done -- they get through cutting the
12 trees then we pick up the branches and put them in the
13 wood chipper as needed. If not, we put -- we clean up
14 the area after they get through cutting the trees. The
15 branches and everything like that. Pretty much a clean
16 up crew.

17 Q. So what kind of things are you lifting as a
18 grounds crew member?

19 A. We're lifting -- we're lifting tree branches
20 and limbs. Sometimes we're lifting up a tree or
21 whatever, whatever like that, along the way.

22 Q. What would you say was the heavier end of the
23 lifting required as far as weight?

24 A. I think the heaviest thing supposed to not
25 have been no more, at the time, was 40 pounds.

ELAINE G. MCLEOD 803.603.4128

1 Sometimes -- it all depends on what they're cutting.
2 If they're cutting a tree it could be heavier than that
3 sometimes. Sometimes, maybe, I don't know exactly how
4 much a tree weighs, but they sometime be heavier than
5 that.

6 Q. What would you estimate as the heavier weight
7 that you lifted?

8 A. I would say more than -- probably 200, maybe
9 250. But that's with somebody. We're lifting it
10 together.

11 Q. What about on your own?

12 A. On my own, probably about 100 pounds.

13 Q. All right. Were you authorized to drive
14 company vehicles for Zylem?

15 A. I was not.

16 Q. All right. Were you working on July 23rd,
17 2024?

18 A. I was, sir.

19 Q. All right. Do you remember what you all were
20 doing that morning?

21 A. I can't recall exactly. I know we was doing
22 our job as I described earlier.

23 Q. So just doing your normal grounds crew job?

24 A. Yes, sir.

25 Q. All right. Do you remember, within your crew,

ELAINE G. MCLEOD 803.603.4128

1 how many of you were working together that day?

2 A. That day, probably about six or seven. About
3 seven in all that day. But around us, I think the
4 truck that we was on, I think there were four people
5 there.

6 Q. All right. And describe for me -- so there is
7 four of you on your truck?

8 A. Yes, sir.

9 Q. All right. Describe for me the truck that you
10 all are riding in. How many seats does it have?

11 A. It's, from my opinion, I think it's supposed
12 to put two people in it. But, generally, they have
13 three people riding in it.

14 Q. Okay. Is it like a bench seat in the front of
15 the truck?

16 A. It's like a bench seat.

17 Q. All right.

18 A. Well, it's like -- it's like a one-person
19 seat, I think, and then it's like a bigger seat set to
20 the side, so, I think it can sit three people there.

21 Q. Is there a backseat? Like a back cab?

22 A. This particular -- on this day this one didn't
23 have a cab because the one that we generally ride in,
24 it was missing. And, so, this truck here only had --
25 it was seated for three. Only three people can sit in

ELAINE G. MCLEOD 803.603.4128

1 this one.

2 Q. Okay. So, other than the work truck that you
3 and your crew, your grounds crew are riding in, did
4 Zylem ever provide other transportation for grounds
5 crew to ride in?

6 A. They generally have a truck they refer to as a
7 buddy truck that sit two people in the front and two
8 people in the back for a four-man crew.

9 Q. Okay. And you said that's a buddy truck?

10 A. Well, that's what I was told when I got there.
11 They call it the buddy truck.

12 Q. All right. And, so, was the purpose of the
13 buddy truck to just haul more workers?

14 A. Yes.

15 Q. Okay. Was there a buddy truck on the scene
16 with you all on July 23rd, 2024?

17 A. No, there wasn't.

18 Q. All right. Do you know where the buddy truck
19 was?

20 A. It was in the -- it was being repaired, in the
21 repair shop. I'm not exactly sure. I think they said
22 it was in Summerville, South Carolina.

23 Q. All right. Do you know about how long it had
24 been gone? That you all hadn't had the buddy truck?

25 A. I think it had been gone over seven days or

ELAINE G. MCLEOD 803.603.4128

1 more.

2 Q. All right. Do you recall breaking for lunch
3 that day?

4 A. I do. I know this -- I think so, yeah. We
5 take -- we usually take lunch roundabout 12:00.

6 Q. Do you recall anything about the work you were
7 doing after lunch?

8 A. I don't recall.

9 Q. All right. What's the next thing that you do
10 recall? What's the next thing you remember?

11 A. Waking up in the hospital.

12 Q. All right. And I should have asked. What
13 city were you in when you were working? Where were you
14 all?

15 A. It's somewhere -- I think the name of the city
16 was Dalzell. Dalzell. Sumter, South Carolina.

17 Q. All right. And then when you woke up in the
18 hospital, where were you?

19 A. I was in, I think, Columbia. Prisma Hospital.

20 Q. All right. Do you recall the doctors telling
21 you what injuries you sustained?

22 A. I think -- I do remember a little bit. He
23 told me that I had a torn muscle and broken bones.

24 MR. HAIGLER: Commissioner, I'd
25 object to what the doctors told him.

ELAINE G. MCLEOD 803.603.4128

1 THE COURT: Sustained. You can't
2 tell us what the doctor said. The
3 medical notes will speak for themselves.

4 MR. BRUNSON: Okay.

5 THE COURT: You can say what you
6 understood but not what the doctor said.

7 A. I understood that --

8 MR. COGGIOLA: Well, let me just
9 rephrase that.

10 Q. Will you describe to the Commissioner what
11 your understanding was of the injuries that you
12 sustained in the accident?

13 A. I broke my pelvic bone, I broke my -- I
14 fractured my sacrum bone and I had ten staples in the
15 back of my head.

16 Q. Okay. Were you also having numbness and
17 paresthesia down your right leg?

18 A. I continually do.

19 Q. All right. Did you lose consciousness in the
20 accident?

21 A. I believe so.

22 Q. All right. Were you able to provide details
23 of exactly what happened in the accident to the doctors
24 at the emergency room?

25 A. I wasn't.

ELAINE G. MCLEOD 803.603.4128

1 MR. COGGIOLA: And we would just
2 reference Claimant's APA page 8 with
3 respect to his history provided to the
4 doctors at the ER.

5 Q. How long were you in the hospital?

6 A. I think I was there 11 or 12 days. I think it
7 was 11 days.

8 Q. Okay. And, then, after you were discharged
9 were you scheduled for a follow-up with Dr. Sayan?

10 A. I was.

11 Q. Okay. And that was set up by the insurance
12 company?

13 A. Yes, sir.

14 Q. All right. When you presented to Dr. Sayan
15 were you able to recall the details of the accident and
16 describe them to him?

17 A. I wasn't.

18 Q. Okay.

19 MR. HAIGLER: Did he say he was not?
20 I'm sorry. Wasn't?

21 MR. BRUNSON: I wasn't.

22 MR. HAIGLER: Wasn't. Okay, sorry.

23 MR. COGGIOLA: And we would reference
24 Claimant's APA page 50 regarding his
25 description of the accident to Dr. Sayan.

ELAINE G. MCLEOD 803.603.4128

1 Q. All right. So when you got to see him for the
2 first time on August 12th where were you still having
3 pain?

4 A. In my head and my wrist. Not my wrist, my
5 waist. My right hip and my right feet, right leg, and
6 my knees. And my back, lower back.

7 Q. How were you getting around at that point?

8 A. I was on a -- I was on a four-prong cane and
9 my brother was driving me around at the time.

10 Q. And when you say a four-prong, like a walker?

11 A. Yes.

12 Q. All right. Did Dr. Sayan write you out of
13 work?

14 A. He did. He wrote me out for 30 days. Not 30
15 days, three months, I think.

16 Q. All right. And what treatment did he
17 recommend for you at that time?

18 A. Continue physical therapy.

19 Q. All right. Do you recall getting physical
20 therapy on August 20th, 2024?

21 A. I do.

22 Q. And when you presented to the physical
23 therapist were you able to describe to the physical
24 therapist the details of what happened in your
25 accident?

ELAINE G. MCLEOD 803.603.4128

1 A. I wasn't.

2 MR. COGGIOLA: All right. We would
3 reference Claimant's page APA 60 for his
4 account to the physical therapist about
5 the details of the accident.

6 Q. Did you start with physical therapy that day?

7 A. I did.

8 Q. All right. Did you remain compliant with your
9 physical therapy ever since that --

10 A. I did.

11 Q. -- had started?

12 A. Yes, sir, I did.

13 Q. When was the last time you went to physical
14 therapy?

15 A. I think November. Sometime November the 12th
16 or the 17th, I'm not quite sure.

17 Q. But had you completed your course of physical
18 therapy?

19 A. Well, I was -- I had started again and then I
20 got a call when they stopped it.

21 Q. All right. And did you feel like you were
22 getting any improvement with your hip as far as the
23 work you were doing in physical therapy?

24 A. I was until it stopped.

25 Q. Okay. And, then, did you go back to Dr. Sayan

ELAINE G. MCLEOD 803.603.4128

1 on September 16th?

2 A. I did.

3 Q. Did he keep you out of work at that time?

4 A. Until December the 30th.

5 Q. Okay. Did he recommend that you continue
6 physical therapy?

7 A. Yes, sir.

8 Q. All right. And, then, finally did you see Dr.
9 Sayan for a third time on October 28th of 2024?

10 A. I did, sir.

11 Q. All right. What complaints were you making to
12 Dr. Sayan at that time?

13 A. That I had lower back, knee pain, nerve pain
14 on the bottom of my feet, and the back of my head. I
15 was having headaches and I had three blackouts. Those
16 complaints I made to him.

17 Q. Okay. And the headaches that you described to
18 him, have you been having those since the time of your
19 accident?

20 A. I have.

21 Q. All right. And you mentioned blackouts. Tell
22 me what you mean by those.

23 A. I wake up not knowing how I got to the next
24 place or where I was at. I had, like, three of those
25 incidents.

ELAINE G. MCLEOD 803.603.4128

1 Q. Have your headaches affected your memory?

2 A. I think -- I think so.

3 Q. How?

4 A. I just -- I just have short -- short-term -- I
5 just be forgetting things. I'd be -- I'd lose train of
6 thought.

7 Q. Okay. At that final appointment with Dr.
8 Sayan on October 28th, what additional treatment did he
9 recommend for you?

10 A. He recommended for me to go see a neurologist
11 and more physical therapy.

12 Q. Okay. And at that point is that when your
13 treatment was stopped?

14 A. Yes, sir.

15 Q. All right. Let's go back to when you began
16 working at Zylem. You mentioned that you had access to
17 a digital copy of the employee handbook?

18 A. Yes, sir.

19 Q. All right. Did you read that copy? Did you
20 read that?

21 A. I read it somewhat, yes, sir.

22 Q. All right. Did it include some safety rules
23 and guidelines?

24 A. It did.

25 Q. All right. Do you recall the safety rules

ELAINE G. MCLEOD 803.603.4128

1 that were related to riding in a company truck?

2 A. I do, yes, sir.

3 Q. What was your understanding of those rules?

4 A. That you should be -- you should be in your
5 seatbelt and -- I can't remember too much of it, but I
6 remember something about make sure you have your
7 seatbelt on. That's the main thing.

8 Q. Okay. And on the day of your accident you
9 were -- you were, in fact, riding on the wood chipper
10 that was pulled by the truck, correct?

11 A. Yes, I think we generally -- generally we ride
12 on -- when we are in the area we ride on we all be
13 riding on the back of the wood chipper.

14 Q. How often would you say that that takes place?
15 That going from spot to spot people are riding on the
16 back of the wood chipper?

17 A. That's an every day occurrence.

18 Q. All right. Other than riding on the back of a
19 wood chipper, is there any other way you witness people
20 get around other than inside of the truck?

21 A. I have. On the top of the truck and ride on
22 the side of the truck. If they -- you can climb on top
23 of the truck. One guy I know, he rides in the back of
24 -- inside where the chips go inside the truck. I seen
25 this guy and I was, like, wow. Yeah, I've see them

ELAINE G. MCLEOD 803.603.4128

1 ride all over the truck.

2 Q. Okay. What about -- do you all have, like,
3 excavators or buckets?

4 A. Yeah, they have buckets on the tractors. If
5 we have a fence that we need to get over they lift us
6 up over the fence with the tractors and we jump over
7 the fence and we climb across with the aid of the
8 tractor bucket on the tractor.

9 Q. And all these things that you are describing,
10 how often would you say you yourself have witnessed
11 this happen on the job?

12 A. Daily. It's a daily occurrence.

13 Q. Daily?

14 A. Yes.

15 Q. All right. Have you seen this occur in the
16 presence of your supervisors?

17 A. I have.

18 Q. Have your supervisors ever told you all not to
19 do that? Or warned you about what could happen if you
20 do that?

21 A. No, he -- he suggest to do that. Just we --
22 get it done. Just do it this way.

23 Q. All right. And when you had those safety
24 guidelines, when you read those safety guidelines, do
25 you recall what they said about what would happen if

ELAINE G. MCLEOD 803.603.4128

1 you violated those company guidelines?

2 A. No, I don't.

3 Q. Okay. And, again, on that day, the truck that
4 you were assigned to with a four-person crew, was there
5 any way possible that more than three people could have
6 ridden in that truck with a seatbelt?

7 A. No, it's not possible.

8 Q. So were you told and expected to be riding in
9 that crew?

10 A. Can you ask me that question again?

11 Q. Yeah. Were you expected to go with that crew?

12 A. Yes.

13 Q. Okay. And, again, no buddy truck was
14 provided?

15 A. Yes, sir.

16 MR. COGGIOLA: I don't have any
17 further questions at this time.

18 THE COURT: All right, very good.
19 Cross?

20 MR. HAIGLER: Mr. Brunson, my name is
21 Nick Haigler. I represent your Employer
22 in this case.

23 **CROSS-EXAMINATION BY MR. HAIGLER:**

24 Q. To be clear, you were given a -- you were
25 given a digital copy of the manual and I think you

ELAINE G. MCLEOD 803.603.4128

1 testified you read it; is that right? You read parts
2 of it?

3 A. I have.

4 Q. You read the parts, the safety parts, with
5 regard to the seatbelt and how you're supposed to
6 transport yourself around the workplace; is that right?

7 A. Yes, I have.

8 Q. Okay. So you knew you were supposed to be --
9 you knew you were not supposed to be riding on the
10 chipper when you were going from location to location;
11 is that correct?

12 A. No, sir.

13 Q. You didn't know that?

14 A. I didn't read anything that prohibited me from
15 riding on -- riding on the chipper.

16 Q. Okay. You didn't read the part --

17 MR. HAIGLER: Page 56 of Defendant's
18 Exhibit E.

19 Q. You didn't read the part where it says,
20 "Employee shall always wear seatbelts while operating
21 or riding in a company vehicle or while conducting any
22 company business." You didn't read that part?

23 A. I have.

24 Q. That wouldn't include the wood chipper?

25 A. I don't think so.

ELAINE G. MCLEOD 803.603.4128

1 Q. You said you didn't -- did you read the part
2 where it said, "No one shall be permitted to ride on
3 the running boards, fenders, or any part of the vehicle
4 except the seats. No passenger shall stand -- did you
5 read that part of it?

6 A. I have.

7 Q. You don't think that applies to the wood
8 chipper?

9 A. I don't think so.

10 Q. Do you know -- what was your supervisor?

11 A. They call him Squeaky.

12 Q. Is it Bryan Norton?

13 A. I believe so.

14 Q. Okay. Was he out there today? Have you seen
15 him?

16 A. Today? I didn't see him today.

17 Q. Okay. Would you know him if you saw him?

18 A. I would.

19 Q. Was he always on the job with you guys?

20 A. Always.

21 Q. Okay. Your testimony earlier was that he
22 encouraged you to ride on the chipper?

23 A. He didn't give instructions not to ride on the
24 chipper.

25 Q. I wrote down that you said that he suggested

ELAINE G. MCLEOD 803.603.4128

1 doing it that way.

2 A. Yes, I can say that.

3 Q. He suggested that you ride on the chipper
4 while you are on the job?

5 A. He didn't tell me to get on the chipper, but
6 he didn't tell me not to get off the chipper.

7 Q. Well, your testimony earlier was your
8 supervisor suggested that you do it that way. And when
9 you meant that you said riding on the chipper. Did he
10 suggest that you ride on the chipper?

11 A. He had no objection.

12 Q. How do you know that?

13 A. He didn't tell me to get off the chipper.

14 Q. Is it your testimony that at no point --

15 MR. COGGIOLA: I'm going to
16 objection, asked and answered.

17 Q. Is your testimony --

18 MR. HAIGLER: Well, I haven't even
19 asked the question yet.

20 THE COURT: Overruled. I'm going to
21 let him clarify.

22 Q. Is your testimony that Mr. Norton has never
23 told you to your face not to ride on the chipper?

24 A. He has never told me so.

25 Q. Okay. Mr. Norton has never gathered up your

ELAINE G. MCLEOD 803.603.4128

1 crew, which included a gentleman named Brandon, you,
2 another gentleman, and told you that you could not ride
3 on the chipper? That you could not ride on the running
4 boards? That you had to wear a seatbelt while you were
5 in the truck? He never had that conversation with you?

6 A. No, sir, he never did.

7 Q. Now, the truck -- you mentioned earlier that
8 there was one guy who used to ride in the truck where
9 the chips are.

10 A. Yes.

11 Q. Have you ever looked in there?

12 A. I have.

13 Q. Is there a bench in there to sit?

14 A. There's not.

15 Q. Okay. And is there bench anywhere to sit in
16 that truck other than where the driver cab is?

17 A. There's not.

18 Q. Are you sure about that?

19 A. As far as I can --

20 Q. Because you said you don't remember things
21 very well. Are you sure about that?

22 A. I don't think they would put a bench inside of
23 a -- inside of a wood chipper; inside of a place that
24 holds wood chips. I don't think so. I don't think
25 they're designed like that.

ELAINE G. MCLEOD 803.603.4128

1 Q. Okay. Do you remember when you woke up in the
2 hospital? Do you recall that? I know you don't --
3 your testimony is you don't remember what happened, you
4 don't remember going to the hospital. Do you remember
5 waking up in the hospital?

6 A. I do.

7 Q. Do you remember if anyone from your employer
8 came to visit you in the hospital?

9 A. I think I do.

10 Q. Who was that?

11 A. I think -- I think this guy Squeaky came and I
12 think another guy came, another gentleman came there.
13 Two guys came there.

14 Q. Did that guy have, like, yellow or blonde
15 hair? Do you remember?

16 A. I'm not -- I don't know if it was blonde or
17 brunette. It was with a -- I don't think so.

18 Q. Okay. But you remember two gentlemen from
19 your -- you remember Squeaky and another guy coming to
20 see you in the hospital?

21 A. I remember Squeaky. And I think the guy over
22 Squeaky, I think he was there. I don't know what day
23 they came, but I know I seen them. Those two that came
24 there.

25 Q. Okay. And you said the guy over Squeaky.

ELAINE G. MCLEOD 803.603.4128

1 Squeaky's supervisor came; is that what you're saying?

2 A. I think so.

3 Q. All right. Do you remember talking to them?

4 A. I think I do. I remember talking with them.

5 Q. Do you remember what you told them?

6 A. I don't think -- I don't recall the exact
7 words that I spoke to them. I don't recall.

8 Q. You told them that it was your fault that you
9 knew you shouldn't have been riding on that chipper; is
10 that right?

11 A. I don't recall that.

12 Q. You don't deny that either because you don't
13 remember, though, correct?

14 A. I don't recall telling them such a thing as
15 that.

16 Q. That's not the question, sir. You don't
17 remember what you told them, so, you can't deny that;
18 is that fair?

19 A. I can't deny what I can't recall.

20 Q. Okay. So if they testify that that's exactly
21 what you said to them when they came to see you, you
22 can't dispute that, can you?

23 A. I don't recall telling them -- telling them
24 that.

25 Q. That's not the question, sir. Well, your

ELAINE G. MCLEOD 803.603.4128

1 testimony is you don't remember what you told them, so,
2 how do you know what you did or didn't tell them?

3 A. Well, that's true. I don't think I -- I don't
4 remember exactly how the accident happened, so, I don't
5 know what happened. All I know is I woke up in the
6 hospital after lunch.

7 Q. And you don't know what you told them, you
8 don't remember the conversation you had with them; is
9 that right?

10 A. I don't recall.

11 Q. Okay. So, in fact, if they did say that -- if
12 their recollection is that you told them that -- that
13 it was your fault, that you knew you shouldn't have
14 been on that chipper, you can't dispute that because
15 you don't remember; is that fair?

16 MR. COGGIOLA: Again, objection,
17 asked and answered.

18 A. I -- I don't recall telling them --

19 THE COURT: Sustained.

20 A. I don't recall.

21 Q. Okay, you're good. Did you tell the doctor
22 when you went to the emergency room that you fell off a
23 wood chipper?

24 A. No.

25 Q. You did not do that?

ELAINE G. MCLEOD 803.603.4128

1 A. No, I didn't. When I went to the emergency
2 room?

3 Q. Yeah, when you got to the hospital. Do you
4 remember telling the doctor that you fell off the wood
5 chipper?

6 A. No.

7 MR. HAIGLER: Page 26 of the
8 Claimant's APA's, Commissioner.

9 Q. It looks like, according to this report, dated
10 7/23 -- well, let me ask you this: Did you ever tell a
11 doctor that you fell off the wood chipper?

12 A. I don't recall.

13 Q. Well, if there is a report that says that
14 "Patient reports he fell off of the wood chipper
15 approximately a few feet in the air. Reports hitting
16 his head, but is unsure if he lost consciousness." Did
17 you ever tell the doctor that?

18 A. It's a possibility. I don't recall. I don't
19 recall much of that incident.

20 Q. Do you know you fell off the wood chipper or
21 do you not know?

22 A. I was -- I was told I was thrown off the wood
23 chipper.

24 Q. Okay.

25 A. I can't --

ELAINE G. MCLEOD 803.603.4128

1 Q. Who told you that?

2 A. One of the -- one of the employees said he saw
3 me go up in the air and come down. So, I would be just
4 repeating what was told to me.

5 Q. You testified earlier that you weren't put
6 through any training. What did you mean by that?

7 A. On-the-job training. You know, they don't do
8 an on-the-job training. That's what I was referring
9 to.

10 Q. Did anyone at Zylem ever tell you the do's and
11 don'ts of being safe on the job? Like, verbally tell
12 you that stuff?

13 A. No, they don't do that.

14 Q. Never have?

15 A. Never.

16 MR. HAIGLER: Thank you, sir. That's
17 all the questions I have for you.

18 THE COURT: All right. Any further
19 direct?

20 MR. COGGIOLA: Just a couple real
21 quick on redirect.

22 **REDIRECT EXAMINATION BY MR. COGGIOLA:**

23 Q. Mr. Haigler asked you about what you reported
24 to the ER, and I'm referencing Claimant's page 8, the
25 History of Present Illness when you arrived. It says,

ELAINE G. MCLEOD 803.603.4128

1 "Patient was reportedly at work where he is an
2 arborist. Patient reportedly on top of wood chipper
3 and fell approximately five to six feet, landed on his
4 back. Patient is unable to recall events leading up to
5 the fall and endorses loss of consciousness."

6 So, is that what you told them? That you were
7 unable to recall the events leading up to the fall?

8 A. Yes.

9 Q. Okay. And, then, your supervisor that came to
10 see you in the hospital, was he onsite that day?

11 A. He was. I think he was. Bryan? Yeah, he was
12 there.

13 Q. You think he was?

14 A. I believe he was, yeah.

15 Q. Are you sure?

16 A. I'm sure he was there.

17 Q. Okay. And when Bryan and whatever other
18 individual came to see you at the hospital, were you
19 medicated at that time?

20 A. I was.

21 MR. COGGIOLA: I don't have anything
22 further.

23 THE COURT: All right. Any further
24 cross?

25 MR. HAIGLER: None, Your Honor.

ELAINE G. MCLEOD 803.603.4128

1 Thank you.

2 THE COURT: All right. You may step
3 down, sir. Any other witnesses for the
4 Claimant?

5 MR. COGGIOLA: No, Your Honor.

6 THE COURT: All right, very good.
7 Defense?

8 MR. HAIGLER: Let me go get him.
9 You can sit in that chair right there.
10 Commissioner, this is Bryan Norton for
11 the Defense.

12 THE COURT: All right, very good.

13 COURT REPORTER: I just need to swear
14 you in. If you will raise your right
15 hand for me, please.

16 (Witness complies.)

17 COURT REPORTER: Do you solemnly
18 swear, or affirm, to tell the truth, the
19 whole truth, and nothing but the truth?

20 MR. NORTON: Yes, ma'am.

21 COURT REPORTER: Thank you.

22 THE COURT: All right, very good.
23 Your witness.

24 (BRYAN NORTON, being duly sworn,
25 testified as follows:)

ELAINE G. MCLEOD 803.603.4128

REDIRECT EXAMINATION BY MR. HAIGLER:

Q. All right. Mr. Norton, please state and spell your name for the record.

A. Bryan Norton. B-R-Y-A-N, N-O-R-T-O-N.

Q. And, Mr. Norton, who is your employer?

A. Mr. Neval Brunson.

Q. Who is your employer?

A. Oh, I'm sorry.

Q. Who do you work for?

A. I'm sorry. Rightway, Zylem Tree.

Q. Okay. And what do you guys do?

A. We clear the power lines for Black River.

Q. And that's a Co-op?

A. Co-op, that's right.

Q. Got you, all right. And what is your job with Zylem?

A. I'm a supervisor, general foreman.

Q. Foreman?

A. Yes.

Q. Okay. And how many people do you supervise, generally?

A. It varies because we have people steady coming -- you know, coming and going. So, right now we've got 15.

Q. Okay. And --

ELAINE G. MCLEOD 803.603.4128

1 A. At the time -- I might have maybe had 12, 13
2 at the time.

3 Q. At the time of his injury?

4 A. Yeah.

5 Q. Mr. Brunson's injury?

6 A. Yes, sir.

7 Q. Okay. Now, when they come on to the job who
8 is responsible for training them?

9 A. They have to do that before they get out
10 there.

11 Q. And where do they do that?

12 A. There is a test that they have to do online
13 before they get out there.

14 Q. And if they don't pass that test they can't
15 work?

16 A. Well, it's not -- I say it's a test. It's
17 kind of a book you've got to read to make sure you've
18 read all the guidelines and, you know, --

19 Q. Is that it?

20 A. Yes.

21 Q. The employee handbook?

22 A. Yeah, you have to go -- you have to -- I mean,
23 there's all kind of stuff on that thing you've got to
24 go through, you know.

25 Q. Okay.

ELAINE G. MCLEOD 803.603.4128

1 A. And, then, our supervisor, Anthony, comes out,
2 you know, and does the rest of it for us.

3 Q. Okay. And who is your supervisor?

4 A. Anthony Preast.

5 Q. And how do you spell his last name?

6 A. P-R-E-I-S-T, (sic) I think.

7 Q. And when you say he does the rest of it, so,
8 when you hire someone they are given this handbook to
9 review?

10 A. Right, they have to go on --

11 Q. And I think Mr. Brunson said it was digitally
12 given to him. Meaning it was given to him, I guess, on
13 a computer or something?

14 A. Right. They have to go online, fill out the
15 application, and have to complete all videos before
16 they can get hired on the job.

17 Q. Okay. And then Anthony goes over and does
18 what with them?

19 A. He'll come in and he has to drug test them and
20 go over pretty much all of the rest of the stuff, you
21 know. And if you hadn't completed anything on your --
22 online, you can't start working until you complete it.
23 So you have to basically sit in the truck and complete
24 every stage on there. Go over all the safety rules,
25 everything, until it's all done.

ELAINE G. MCLEOD 803.603.4128

1 Q. Who ensures that people go over the safety
2 rules before they start working?

3 A. Anthony.

4 Q. Okay. And he's outside?

5 A. Right.

6 Q. All right. Do you work with the folks? Like,
7 I know you are a supervisor. Are you also working?

8 A. Well, I have -- the way it works, I have these
9 crews over here working with the trucks and then I have
10 machines in the woods working. So, I'm back and forth.
11 I'm not on one site at all times.

12 Q. I got you.

13 A. But we are in the same area, but, you know,
14 I'm over here with the trucks and I'm over here with
15 the machines in the woods.

16 Q. Okay. This particular day, do you recall?

17 A. Yes.

18 Q. All right. Were you onsite that day when this
19 incident occurred?

20 A. No.

21 Q. Where were you?

22 A. I was over there with the machines.

23 Q. Okay. Could you see the accident?

24 A. No.

25 Q. Were you present at all to see what was going

ELAINE G. MCLEOD 803.603.4128

1 on?

2 A. No, I didn't. I didn't see him.

3 Q. Okay. Is that typical that you may be
4 somewhere different than where some people are?

5 A. Yes.

6 Q. Okay.

7 A. Well, see, like, because even my draft cuts in
8 the woods where the bucket -- where the trucks can't go
9 and I have the bush hog follow him through there, you
10 know. So, that's where I was at.

11 Q. Do each of these people doing different jobs,
12 they all have safety rules as far as what they can and
13 can't do --

14 A. Yes.

15 Q. -- with the machines they're working on?

16 A. Yes.

17 Q. What are the rules with regard to the truck
18 pulling the wood chipper? What are the safety rules
19 for that?

20 A. For one thing, you can't ride on no equipment,
21 you know. You're not supposed to ride on any
22 equipment. You know, you got to wear ear plugs, hard
23 hats, right shoes. You know, on that particular day we
24 had a bucket truck pulling the chipper.

25 Q. And why was that?

ELAINE G. MCLEOD 803.603.4128

1 A. Because the chip truck we had was actually in
2 the shop.

3 Q. Okay.

4 A. So we had a bucket truck pulling the
5 equipment. You know, it had -- you couldn't sit
6 everybody in there, but we were in a neighborhood, so,
7 from spot to spot, where we had to chip the brush, you
8 could walk. You know, it was chip here, walk 20-30
9 foot, you chip again, you know. So it wasn't no --

10 Q. Okay. So, typically, there's a truck that
11 holds the crew?

12 A. Right.

13 Q. Or there's a buddy truck? I heard something
14 about a buddy --

15 A. Well, it's not a buddy -- it's always one
16 truck.

17 Q. Okay.

18 A. It's a buddy cab.

19 Q. Got you. But that truck wasn't present that
20 day?

21 A. Right, it was in the shop.

22 Q. Got you. So there was a bucket truck --

23 A. It seats three.

24 Q. Okay. And then there -- and then there was a
25 chipper being pulled behind it?

ELAINE G. MCLEOD 803.603.4128

1 A. With that bucket truck, right.

2 Q. And how many people were on the crew that day
3 working the truck and the chipper?

4 A. There was four. One driver and three people
5 chipping brush which, I mean, we had four people all
6 together.

7 Q. All right. And how did they all -- and I
8 don't know if you remember or not. How did they all
9 get to the site that day because they all --

10 A. Well, I had my other bucket trucks. The guys
11 that actually cut, they just rode in the truck with
12 them because, like I said, we was in a neighborhood.
13 We can all walk -- within walking distance.

14 Q. So did some of the four of them ride in the
15 truck that they were operating and then one or two of
16 them rode in a different truck to the site?

17 A. That's right.

18 Q. And you all were all in a neighborhood?

19 A. In a neighborhood, yeah.

20 Q. So you had multiple operations going on in the
21 same neighborhood?

22 A. Right.

23 Q. Okay.

24 A. Usually how it works, the bucket trucks go
25 ahead, they cut the stuff, they follow them and chip it

ELAINE G. MCLEOD 803.603.4128

1 up.

2 Q. I got you. So how was Mr. Brunson supposed to
3 get around if you didn't have a truck?

4 A. Well, in that -- I mean, really walk because
5 you are chipping brush from here to that wall. You
6 know, because it's house, house, house, house. You
7 know, every yard had brush in it.

8 Q. Okay.

9 A. But he could -- he could have got in the truck
10 because there was an empty seat in the truck.

11 Q. I got you. Well, let me ask you this: What's
12 the procedure? What's the policy for how he should
13 have been getting around that day?

14 A. I mean, honestly, if -- like, if we are in a
15 rural area where there's a house here and then not
16 another house until two miles down the road, we'd give
17 you a ride in the truck.

18 Q. Okay.

19 A. And we got the chip truck, it can't hold four,
20 so, the rest will ride in the buddy cab. Buddy cab has
21 a bench that will hold four or five people, you know.

22 Q. Okay.

23 A. But we didn't have that truck that day, but we
24 was in a neighborhood where, you know, it was walking
25 distance, you know.

ELAINE G. MCLEOD 803.603.4128

1 Q. Okay. So was that the expectation that they
2 would just -- if they couldn't, or didn't want to get
3 in the truck, they would just walk?

4 A. Yeah. I mean, I didn't tell them that's what
5 they had to do, but I'm assuming you know, hey, you
6 know, --

7 Q. Okay. Well, let me ask you this: Are they
8 prohibited from hitching a ride on a wood chipper?

9 A. Yeah, they cannot ride. I've had several
10 meetings about people riding on equipment. There was a
11 meeting brought up prior to that, you're not supposed
12 to ride on any equipment.

13 Q. Okay. Who brought that up?

14 A. I did. I have -- we have to have safety
15 meetings.

16 Q. How often?

17 A. Like, every -- every day I get a message from
18 Zylem on just a safety issue. So I have to address it.

19 Q. Even if it wasn't your safety issue?

20 A. Right. It's just something that Zylem sends
21 out every single day. Every day at 7:00 I get a text
22 from Zylem. It's just a safety thing, you know.

23 Q. So if something occurred in Tennessee --

24 A. Maybe -- yeah --

25 Q. -- they want everybody in the country to

ELAINE G. MCLEOD 803.603.4128

1 address it with their people?

2 A. Right. I have to address it. I've had
3 meeting several times about riding on chippers.

4 Q. All right. Mr. Brunson testified earlier that
5 you've never had a meeting with him or with his crew
6 where you told him and his crew not to ride on the wood
7 chipper; is that true?

8 A. That's not true, no.

9 Q. Okay. How many meetings do you think you've
10 had addressing riding on the wood chipper with his
11 crew?

12 A. Quite a few.

13 Q. Okay. Would you be in trouble if someone got
14 hurt on the wood chipper, riding on the wood chipper,
15 or riding on the side of the truck, or doing something
16 they shouldn't have been doing and got hurt because you
17 didn't tell them they shouldn't do it?

18 A. If I was to come up and tell somebody, yeah,
19 hey, ride on that chipper there and they got hurt,
20 yeah, it would be my fault. Yes.

21 Q. Okay. Well, let me rephrase that. If -- if
22 you didn't give safety training or safety reminders to
23 your people and they got hurt because you didn't do
24 that, could you be in trouble?

25 A. Sure.

ELAINE G. MCLEOD 803.603.4128

1 Q. Okay. Is that part of your job to remind --

2 A. It's a part of my job because once these
3 safety things come through I have to email -- we get
4 emails every day. So I have to -- we have to do a
5 sign-off sheet that, hey, you was in this safety
6 meeting. You know, every time a safety thing -- I
7 mean, Zylem does that every day.

8 Q. Mr. Brunson also testified that you actually
9 encouraged people to ride on the wood chipper?

10 A. No, I've never -- I wouldn't have --

11 Q. Let me rephrase that question. Mr. Brunson
12 testified specifically that you suggested that they do
13 that.

14 A. No, I've never -- never told anybody to ride
15 on the chipper. Never.

16 Q. Okay. Has that been an issue that you all
17 have had to deal with over time that people want to use
18 the chipper to ride on for whatever reason?

19 A. There have been. I've caught people and
20 they've got disciplinary actions, you know.

21 Q. Okay. Well, let's talk about that day. There
22 were four people on that crew, right?

23 A. Right.

24 Q. Two of them were riding on the chipper?

25 A. Right.

ELAINE G. MCLEOD 803.603.4128

1 Q. One of them got hurt.
2 A. Right.
3 Q. One guy, according to the video that we have,
4 was riding on the running boards.
5 A. Right.
6 Q. And one guy was driving without a seatbelt.
7 A. Right.
8 Q. I think he's sitting in the lobby out there.
9 A. That's right.
10 Q. Did they all get written up?
11 A. All three of them got wrote up, yeah.
12 Q. All three of them not including Mr. Brunson --
13 the other three --
14 A. Yes.
15 Q. He hadn't been back to work to be written up.
16 A. Right. The other three have.
17 Q. Okay. And did they get written up because of
18 what happened that day?
19 A. Yes.
20 Q. Because of the safety violations?
21 A. Yes.
22 Q. Have you written up people before?
23 A. Before Zylem took over Rightway didn't -- I
24 ain't -- they didn't have the policies that Zylem did,
25 you know.

ELAINE G. MCLEOD 803.603.4128

1 Q. Okay.

2 A. But since --

3 Q. How long had Zylem been --

4 A. January.

5 Q. Okay. Since January had you had to discipline
6 people or remind people about --

7 A. Yeah.

8 Q. -- the safety policies?

9 A. Right.

10 Q. Is that a yes?

11 A. Yes, yes.

12 Q. Okay. Is Zylem just a more -- are they just
13 stricter than the prior company?

14 A. I guess they're so big they have to be, you
15 know.

16 Q. Okay. How did you find out about the
17 accident?

18 A. They called me. One of the bucket men
19 actually called me.

20 Q. Okay. And said, hey, come up here?

21 A. Yeah. They said they don't know what
22 happened, so, I got over there.

23 Q. To the site?

24 A. To the site, yes, sir.

25 Q. Did you see Mr. Brunson?

ELAINE G. MCLEOD 803.603.4128

1 A. Right.
2 Q. Was he conscious?
3 A. Yes.
4 Q. Was he sitting up?
5 A. No, he was laying on his side. I stayed there
6 with him the whole time until the ambulance got there.
7 Q. Okay. Were you talking to him?
8 A. Yeah, I was talking to him.
9 Q. Okay. Do you know if he -- did he sound like
10 he was coherent or did he --
11 A. He was in pain. He was in pain.
12 Q. Okay. And he went to the hospital. I think
13 he was airlifted to Columbia; is that right?
14 A. Right. That's right.
15 Q. Was he airlifted from that location?
16 A. Well, they had moved him to a school which was
17 probably two or three minutes from there.
18 Q. They airlifted him from there?
19 A. Yeah, the football field is right there, so,
20 they landed the helicopter right there.
21 Q. I got you. And what did you do?
22 A. I got in touch with Mr. Preast and we rode
23 over there.
24 Q. Rode to the hospital in Columbia?
25 A. Right.

ELAINE G. MCLEOD 803.603.4128

1 Q. That same day?

2 A. Same day.

3 Q. Did you get to see Mr. Brunson at some point?

4 A. Yes.

5 Q. Why did you go to the hospital?

6 A. Well, he's one of my employees, so, I mean,
7 you know, --

8 Q. To check on him?

9 A. Check on him, yeah.

10 Q. Okay. When you got to see him, do you
11 remember that interaction?

12 A. Oh, yes.

13 Q. All right. So did you walk into his room or
14 how did that work?

15 A. Well, we didn't get to go back right then.
16 You know, we had to wait and then they let us go back
17 there. He was in the bed and talking to us.

18 Q. Okay. And what did he say to you? Did he say
19 anything to you?

20 A. Yes.

21 Q. What did he say?

22 A. He told us it was his fault. He knew -- he
23 knew he shouldn't have been riding on the chipper.
24 That I had had meetings about it.

25 Q. That's what he said to you?

ELAINE G. MCLEOD 803.603.4128

- 1 A. That's what he said.
- 2 Q. How long did it take for him to say that?
- 3 A. In the conversation, you know. I mean, we
- 4 started a conversation and he said he knew he was
- 5 wrong.
- 6 Q. That was the first thing he said to you?
- 7 A. I can't say it was the first thing he said to
- 8 us, but in the end, you know, he did say that.
- 9 Q. Okay.
- 10 A. Me and Mr. Preast was in there when he said
- 11 it.
- 12 Q. All right. And what was your response?
- 13 A. I said, well, you know I have told people not
- 14 to ride on the chippers, you know.
- 15 Q. Okay.
- 16 A. I mean, I hate it happened, you know.
- 17 Q. Did you ask him what happened or did he just
- 18 tell you? I mean, did you ask him if it was his fault
- 19 or did you --
- 20 A. No, I didn't ask him if it was his fault. I
- 21 mean, he pretty much told me it was his fault.
- 22 Q. Okay. How sure are you that he said I knew I
- 23 shouldn't have been riding on the chipper?
- 24 A. One hundred percent sure.
- 25 Q. Okay. No doubt in your mind?

ELAINE G. MCLEOD 803.603.4128

1 A. No doubt.

2 Q. Does that make sense to you given that you had
3 had meetings with them advising them not to ride on the
4 chipper? Does it make sense why he told you he
5 shouldn't have been on it because he -- you told him he
6 shouldn't have been on it?

7 A. Right.

8 Q. Is that correct?

9 A. Yeah, I told everybody not to be on the
10 chipper.

11 Q. Okay. Are you a hundred percent sure that you
12 told him --

13 A. A hundred percent sure. In the -- in the
14 safety thing you have to sign on before you get hired
15 on. That's in the safety thing. You have -- you have
16 to sign it. You have to put your initials by there
17 that you have read that.

18 Q. Let me ask you this: Did he accidentally
19 violate that policy or did he know the policy and
20 violated it anyway?

21 MR. COGGIOLA: Objection. It calls
22 for speculation.

23 A. I mean, he knew it because --

24 MR. HAIGLER: Hold on a second.

25 THE COURT: Hold on. Sustained.

ELAINE G. MCLEOD 803.603.4128

1 Q. Have you had any conversations with him since
2 then?

3 A. Yeah, I've spoke with him. I kept going over
4 there and dealing with his brother about getting his
5 wallet to him and helping him get his truck and, you
6 know, all that.

7 Q. Okay. You're not mad at him?

8 A. No. I have no hard feelings against him at
9 all.

10 MR. HAIGLER: Okay. I don't have any
11 other questions. Thank you, sir. Answer
12 any questions Mr. Coggiola may have for
13 you.

14 THE COURT: Okay. Cross?

15 MR. COGGIOLA: Hey, good afternoon,
16 Mr. Norton.

17 MR. NORTON: How you're doing?

18 MR. COGGIOLA: My name is Gabe
19 Coggiola. I represent Mr. Brunson in
20 this case. Just a couple of questions to
21 run through with you.

22 **CROSS-EXAMINATION BY MR. COGGIOLA:**

23 Q. So as a supervisor is it on you -- are you
24 responsible for ensuring that the employees adhere to
25 the company policies and safety rules in the handbook

ELAINE G. MCLEOD 803.603.4128

1 that you described?

2 A. Well, they have to do the handbook before they
3 come to my job. That has to be done before they start
4 work. They cannot start work without that.

5 Q. I agree. I understand that they are
6 responsible for knowledge of those rules. As a
7 supervisor, are you responsible for ensuring that they
8 comply with those rules?

9 A. Right, right.

10 Q. All right. And looking at the handbook, let's
11 see. I can show you a copy if you need one.

12 MR. COGGIOLA: I'm referencing
13 Defendant's Exhibit E, page 58.

14 Q. At the Safety Expectations and Discipline
15 Policy section of the company handbook. Are all
16 employees instructed on what to do if they notice an
17 unsafe condition they cannot correct themselves?

18 A. Yes, they're supposed to report it to me.
19 Yes. Report it to me or report to somebody.

20 Q. All right. In addition, are they supposed to
21 call an "all stop"?

22 A. Right.

23 Q. What's an "all stop"?

24 A. Pretty much, I mean, what it says. You know,
25 we can't work this way. You know, this is not safe.

ELAINE G. MCLEOD 803.603.4128

1 Q. So if anyone on the site --

2 A. Anybody on the site.

3 Q. -- witnesses anything that is a violation of
4 these policies they are supposed to call an all stop to
5 work and notify you and not do anything until they get
6 further action?

7 A. Right. They're supposed to call me and say,
8 hey, this is not safe, we can't do this.

9 Q. Did that happen at all on July 23rd of 2024?

10 A. No. Nobody called me until, hey, we got an
11 accident.

12 Q. Okay. I mean, are you aware that any
13 operations were stopped that day? Did anyone there
14 notice --

15 A. Oh, yeah, everybody stopped.

16 Q. I'm not talking about after the accident. I'm
17 talking about before the accident, that morning, had
18 anybody called an all stop to work and called you?

19 A. No.

20 Q. Okay. I mean, I'm just going to show you this
21 quickly. This is the Exhibit submitted by Mr. Haigler.
22 It's the video.

23 A. Right.

24 Q. I mean, it only lasts a couple seconds.

25 A. Oh, yeah. Yeah.

ELAINE G. MCLEOD 803.603.4128

1 Q. Have you got a chance to see this before?

2 A. Yeah, I get the videos, too. Yes, sir.

3 Q. All right. Would you agree the gentleman
4 that's driving is not wearing a seatbelt?

5 A. Oh, yeah. Yeah, like I said, him and the guy
6 on the step rail got wrote up.

7 Q. And there's two gentlemen on the back,
8 including Mr. Brunson, --

9 A. Right, right.

10 Q. -- that are riding on the wood chipper?

11 A. Right.

12 Q. So would you agree that no one in this video
13 is in compliance with company policy?

14 A. Exactly.

15 Q. Okay. And looking at this truck, I think you
16 described -- what did you call them? A chipper truck
17 and the --

18 A. It's a -- the chipper truck has a buddy cab on
19 it.

20 Q. A buddy cab on it?

21 A. Attached to it. That one does not. That's a
22 bucket truck.

23 Q. Okay. So this day there's no way that more
24 than three people could ride in this truck and comply
25 with the rules.

ELAINE G. MCLEOD 803.603.4128

1 A. Right. But from where we was working in the
2 area, he could have got in the truck there because you
3 see the open seat.

4 Q. Right. But my question is, with four people
5 --

6 A. No, four people didn't ride in the truck.

7 Q. -- there is no way that four people --

8 A. No.

9 Q. -- could ride in this thing and comply with
10 your rules?

11 A. No, they rode in the other trucks. The other
12 bucket trucks.

13 Q. All right. And the bucket truck that they
14 normally ride in wasn't there that day?

15 A. It's called a chip truck with a buddy cab,
16 right.

17 Q. Buddy cab, excuse me.

18 A. But we all work in the same neighborhood, so,
19 they just rode in the other bucket trucks with the
20 guys.

21 Q. Okay. And you said, so, basically they should
22 have walked. Is that what I'm understanding your
23 testimony to be?

24 A. Well, I mean, they were chipping brush from
25 here to the wall. I mean, he had a choice to get in

ELAINE G. MCLEOD 803.603.4128

1 the truck or he could have walked, yes.

2 Q. Are you a hundred percent certain that every
3 stop along the way was from here -- from you to the
4 wall?

5 A. Pretty much. That neighborhood had houses
6 right beside each other.

7 Q. But you didn't instruct them that that's what
8 they were supposed to do?

9 A. No, I didn't come out and tell them that, hey,
10 you got to walk. Or I didn't come out and say, hey,
11 you go to ride on the chipper.

12 Q. Okay. And you mentioned that the policy for
13 that day, because the buddy cab wasn't available, was
14 there a policy for a situation like that?

15 A. A policy? Not to my knowledge that there's a
16 policy if we don't have a buddy cab.

17 Q. I mean, if I were to look through this
18 employee handbook that everybody is supposed to know,
19 would I find a policy for what to deal with when you
20 all don't have the buddy cab available?

21 A. That -- I don't know about that. If there is
22 a policy in there --

23 Q. If I told you that there is no policy, no
24 mention of any policy --

25 A. Right.

ELAINE G. MCLEOD 803.603.4128

1 Q. -- in your employee handbook for what to do
2 when you all don't have sufficient equipment for the
3 number of people to ride, would you agree that that's
4 accurate?

5 A. I mean, without reading it myself, no.

6 Q. Would you like to read it?

7 A. I mean, yeah, if I read it and there's not one
8 in there then, you know, --

9 Q. All right. And you talked about how you've
10 had to have meetings, safety meetings before to talk
11 specifically about guys riding on equipment. And it's
12 not just the wood chipper, it's other equipment, too,
13 right?

14 A. Right. If they get on the step rail of the
15 truck or something, you know, you got to tell them, you
16 know, you can't do that.

17 Q. Have you witnessed them ever riding in the
18 bucket of the bulldozers, or whatever you call them,
19 excavators?

20 A. No, we don't have any bulldozers.

21 Q. Well, anything that uses the bucket to dig?

22 A. We don't have that. I mean, we've got a
23 wrapper tractor, but, I mean, the driver rides on it.
24 I mean, yeah.

25 Q. Have you witnessed anybody riding on the

ELAINE G. MCLEOD 803.603.4128

1 tractor other than in the seatbelted seat of the
2 tractor?

3 A. I haven't witnessed that.

4 Q. All right. How often -- I mean, how many
5 times would you say you've seen somebody riding on
6 there? Would it happen on a fairly regular basis?

7 A. No. Not anymore, they don't.

8 Q. Not anymore? Since when?

9 A. Well, since the accident, no.

10 Q. Right. But up until this accident how often
11 would you see it? Was it pretty regular?

12 A. No, no, it wasn't regular.

13 Q. And you said you've had to have several safety
14 meetings about it.

15 A. Well, we have to have meetings every Monday.
16 Every day we have to have meetings. So, that comes up
17 in meetings. And it's just not happened on my job. If
18 it's happening on a job, like I said in Tennessee or
19 Florida, then I have got to address it with my guys,
20 too.

21 Q. Okay.

22 A. So I can't say it has happened particularly on
23 my job if I'm addressing it.

24 Q. But you said you have seen it before.

25 A. Yeah, I've seen people on -- yes.

ELAINE G. MCLEOD 803.603.4128

1 Q. On the equipment before the day of this
2 accident?

3 A. Right. And they've got different disciplinary
4 actions about it.

5 Q. All right. And I looked through the manual.
6 There's some other rules. You have the "Safety Seven",
7 "The Cardinal Rules of Safety". Are you familiar with
8 those?

9 A. I mean, without look at it, you know, my mind
10 probably isn't that good as far as remembering exactly
11 what it says word for word.

12 Q. Okay.

13 MR. COGGIOLA: May I approach?

14 THE COURT: Sure.

15 Q. I'm going to show you page 58 and 59. These
16 are what you guys refer to as the "Safety Seven" and
17 "The Cardinal Rules of Safety". Would you agree that
18 that's what that says?

19 A. True.

20 Q. Do you want to finish looking at the Cardinal
21 Rules? All right. For example, one of them says, "No
22 single employee shall lift over 40 pounds at a time."

23 A. Right.

24 Q. Do you think there's instances where as tree
25 cutters you guys --

ELAINE G. MCLEOD 803.603.4128

1 A. I have a -- I have a wrapper tractor that
2 picks all that up.

3 Q. All right. So is it Zylem's policy that if
4 somebody were to lift 45 pounds and get hurt that they
5 are not entitled to Workers' Compensation?

6 A. I can't speak because I -- I have a tractor to
7 pick up heavy stuff. Nobody has to pick up 40 pounds
8 of anything on my job.

9 Q. All right. The handbook discusses the
10 possible consequences for violating these safety
11 policies and they talk about discipline leading up to
12 and including termination.

13 A. True.

14 Q. Correct? And you said these guys were written
15 up?

16 A. Yes.

17 Q. Is there anything in that employee handbook
18 that tells oncoming employees that a violation of their
19 safety policies will serve as a waiver to their
20 entitlement to Workers' Comp benefits?

21 MR. HAIGLER: I'm going to object.

22 It calls for a legal conclusion.

23 THE COURT: Sustained.

24 Q. Are you aware of any other time that Zylem has
25 denied Workers' Comp benefits for somebody for

ELAINE G. MCLEOD 803.603.4128

1 violating the safety rules?

2 A. I haven't been with them long enough.

3 Q. So the answer to that is no?

4 A. Yeah, it's no. We've only been with them
5 since January, so, I can't say.

6 Q. But that's almost -- my question is yes or no,
7 in the last year, --

8 A. No. No.

9 Q. Okay. Him riding on the back of the equipment
10 from site, from spot to spot, while in violation of a
11 policy, what he was doing, going from spot to spot, is
12 part of his job as a grounds crew member, yes?

13 A. True.

14 Q. Okay. He wasn't doing anything that day that
15 was outside of his job as a grounds crew member?

16 A. I mean, other than riding on the chipper,
17 correct.

18 Q. Right.

19 A. Right.

20 Q. But he was going from --

21 A. Spot to spot.

22 Q. -- spot to spot. He wouldn't be going from
23 that spot to that spot but for his job as a grounds
24 crew member?

25 A. No, going from spot to spot to clean up the

ELAINE G. MCLEOD 803.603.4128

1 brush.

2 MR. COGGIOLA: Okay. Thank you. I
3 appreciate your time, sir.

4 MR. NORTON: Yes, sir.

5 THE COURT: Any further redirect?

6 MR. HAIGLER: I do.

7 REDIRECT EXAMINATION BY MR. HAIGLER:

8 Q. Riding on the chipper was not a part of his
9 job description, though?

10 A. No, no. That's not a part of anybody's job.

11 Q. Okay. He didn't need to do that to do his
12 job, did he?

13 A. No.

14 Q. Okay. And do you believe that he knew the
15 policy regarding the wood chipper and --

16 MR. COGGIOLA: Object.

17 Q. -- choose to violate it anyway?

18 MR. COGGIOLA: Objection. That calls
19 for speculation. That he knows my guy
20 believes.

21 MR. HAIGLER: He told him. He's
22 already testified that he told him.

23 THE COURT: Rephrase your question.
24 In other words, sustaining that.
25 Rephrase your question.

ELAINE G. MCLEOD 803.603.4128

1 Q. And you had told him what the policy was,
2 correct?

3 A. Right.

4 Q. And he violated it anyway?

5 A. Right.

6 MR. HAIGLER: That's all I have.
7 Thank you, Commissioner.

8 MR. COGGIOLA: I don't have anything
9 further. Thank you.

10 THE COURT: All right, very good.
11 You can step down, sir.

12 MR. HAIGLER: Have a seat right here,
13 sir.

14 COURT REPORTER: I just need to swear
15 you in, sir. If you will raise your
16 right hand for me, please.

17 (Witness complies.)

18 COURT REPORTER: All right. Do you
19 solemnly swear, or affirm, to tell the
20 truth, the whole truth, and nothing but
21 the truth?

22 MR. PREAST: I do.

23 COURT REPORTER: Thank you.

24 (ANTHONY PREAST, being duly sworn,
25 testified as follows:)

ELAINE G. MCLEOD 803.603.4128

DIRECT EXAMINATION BY MR. HAIGLER:

Q. Please state your full name and spell your full name for the record.

A. Anthony Shane Preast. A-N-T-H-O-N-Y, S-H-A-N-E, P-R-E-A-S-T.

Q. Mr. Preast, what do you do for a living?

A. I'm a supervisor for Zylem.

Q. Is that where you work? You work for Zylem?

A. Yes.

Q. How long have you been with them?

A. Well, Rightway.

Q. They bought them?

A. Yeah, they bought them out.

Q. Okay. And it was my understanding from prior testimony that was sometime in January of this year?

A. Yes.

Q. Is that right?

A. That's right. Around January.

Q. Okay. And what's your job? What do you do?

A. I -- I go around and I check on the general foremen and make sure they are doing their job. And help put bids together, make sure people are working safe.

Q. Okay. Well, with regard to safety, what kind of things do you do?

ELAINE G. MCLEOD 803.603.4128

1 A. If I go out there and see something wrong I
2 correct it and then I get with the man that is what we
3 call the general foreperson and I have a heart-to-heart
4 talk with him.

5 Q. Okay. Were you on the job when this accident
6 involving --

7 A. No, sir.

8 Q. -- Mr. Brunson occurred? Okay. And I know
9 you are going to know the answer to some of these
10 questions --

11 A. Right.

12 Q. -- before I finish. Let me finish before you
13 start answering.

14 A. Oh, okay.

15 Q. It's really for her benefit more than anyone
16 else.

17 A. Oh, I'm sorry.

18 Q. That's okay. You were not present?

19 A. No.

20 Q. Okay. Is there a policy regarding riding on
21 the wood chipper?

22 A. Yes, sir.

23 Q. Is that a written policy or is that a verbal
24 policy?

25 A. It's in the -- I think they call it Moji (ph).

ELAINE G. MCLEOD 803.603.4128

1 But I can show it to you. When you get hired on, or if
2 you move up into another status in the company, you
3 have to watch the videos and then you have to -- some
4 of them are videos and then you have to take a test.
5 And if you flunk the test you get assistance until you
6 can pass the test.

7 Q. Is the wood chipper a part of any of that?

8 A. I'm pretty sure, yes, sir.

9 Q. Do you know if Mr. Brunson would have taken
10 any of those tests?

11 A. He would have to to be employed. Yes, sir.

12 Q. Are you present on the day-to-day operations?
13 I mean, have you ever been there when Mr. Brunson was
14 working?

15 A. Yes.

16 Q. All right. Is it permitted for employees to
17 ride on the wood chipper?

18 A. No.

19 Q. Has it ever been encouraged or suggested that
20 employees ride on the wood chipper?

21 A. Not to my knowledge, no.

22 Q. Would that be something that you would be okay
23 with?

24 A. No.

25 Q. If a foreman was doing that would you bring

ELAINE G. MCLEOD 803.603.4128

1 that foreman to the side and have a conversation with
2 him?

3 A. Yes, sir.

4 Q. Okay. Have you ever been present for any
5 conversations between Mr. Norton, who is Mr. Brunson's
6 foreman, and Mr. Brunson and his crew? Have you ever
7 been present for any conversations regarding safety
8 that they've had?

9 A. Yes, I have.

10 Q. Have you ever been present for a conversation
11 between Mr. Norton and Mr. Brunson involving riding on
12 the wood chipper?

13 A. No, sir, I have not.

14 Q. Okay. Mr. Norton indicated that sometimes he
15 gets text messages from Zylem with general safety
16 things.

17 A. That's right.

18 Q. Is that something that happens, like, day-to-
19 day or a couple times a week?

20 A. It's mostly it comes on Monday morning, around
21 5:00-ish.

22 Q. Okay. Are those things that he has to address
23 with his crew?

24 A. Yes.

25 Q. Regardless of whether it was his fault or not?

ELAINE G. MCLEOD 803.603.4128

1 It could have been something that happened somewhere
2 else?

3 A. That's correct. It could have happened
4 company wide and they bring it to light.

5 Q. All right, very good. Okay. Did you go to
6 the hospital --

7 A. Yes.

8 Q. -- with Mr. Norton that day?

9 A. Yes, sir. I -- I met him up there.

10 Q. In Columbia?

11 A. Yes, sir.

12 Q. You drove yourself?

13 A. Yes, sir.

14 Q. All right. Did you guys get to see Mr.
15 Brunson?

16 A. Yes, sir.

17 Q. Why did you go to the hospital?

18 A. Because being a supervisor over roughly 90
19 something employees, if something happens I want to
20 make sure they're --

21 Q. You want to make sure what?

22 A. They're okay.

23 Q. I got you, okay. Did you get to see Mr.
24 Brunson?

25 A. Yes, sir.

ELAINE G. MCLEOD 803.603.4128

1 Q. And who was with you when you went to see Mr.
2 Brunson?

3 A. Bryan Norton.

4 Q. Did you guys go into the room?

5 A. Yes, sir.

6 Q. Did you go in together?

7 A. I can't recall.

8 Q. Did you hear Mr. Brunson talk about the
9 accident at all?

10 A. Yes, sir.

11 Q. What did he say?

12 A. He said he wish he wouldn't have rode on the
13 chipper.

14 Q. Did he comment on whether he knew he shouldn't
15 be riding on the chipper?

16 A. Yes, sir.

17 Q. What did he say?

18 A. He said he knew he shouldn't have got on --
19 rode on the chipper like that.

20 Q. Are you -- how sure are you that you heard
21 what you just testified to?

22 A. Pretty positive. Maybe not for word for word,
23 but pretty positive, yes, sir.

24 Q. The gist of what you just testified to you are
25 sure you heard, but you're not sure you heard it

ELAINE G. MCLEOD 803.603.4128

1 exactly word for word like you just said?

2 A. Yes, sir.

3 Q. Okay. Did you understand him to say in
4 whatever way he said it, that he wished he hadn't been
5 on the chipper and he knew he shouldn't have been on
6 the chipper?

7 A. Yes, sir.

8 Q. That's what you took from that conversation?

9 A. That's what -- I heard that, but I don't --
10 the whole conversation -- let me back up. When I got
11 there, okay, I can't remember if Bryan was in there or
12 if I was in there first. And then I was asking him how
13 he was doing and he just -- he told me, you know, it
14 was a stupid thing that he done was riding on the
15 chipper. He knew he shouldn't have been riding on the
16 chipper.

17 Q. Okay. That's what you remember?

18 A. Yes, sir.

19 Q. All right. And is that, in fact, a violation
20 of company policy?

21 A. Yes, sir.

22 Q. Do you know whether he knew that?

23 A. I felt like he did, yes, sir.

24 Q. Did you feel like he knew that because he told
25 you that he knew that?

ELAINE G. MCLEOD 803.603.4128

1 A. No, due to the Moji (ph) thing.

2 Q. Okay. He should have been trained on it?

3 A. Yes, sir.

4 MR. HAIGLER: All right. I don't
5 have any other questions, Commissioner.
6 Thank you.

7 THE COURT: All right. Cross?

8 MR. COGGIOLA: Just briefly. Good
9 afternoon, Mr. Preast. My name is Gabe
10 Coggiola. I represent Mr. Brunson.

11 **CROSS-EXAMINATION BY MR. COGGIOLA:**

12 Q. So in your role as a supervisor you'd be over
13 Mr. Norton?

14 A. Yes, sir.

15 Q. And you said it's your job to make sure people
16 are working safe on the site?

17 A. Yes, sir.

18 Q. And checking on the foremen to make sure of
19 all that?

20 A. Yes, sir.

21 Q. All right. Have you had a chance to view the
22 video of when he fell? When Mr. Brunson fell?

23 A. I'll be honest, I can't recall. I see so many
24 of them.

25 Q. Okay. Well, I'm going to show it to you real

ELAINE G. MCLEOD 803.603.4128

1 quick.

2 A. Okay.

3 Q. It lasts just a couple seconds. And you can't
4 see Mr. Brunson because he's on the back.

5 A. Yes, sir.

6 Q. You can see that's where they hit a bump and
7 then they stop and go to the back.

8 A. Yes, sir.

9 Q. Which is presumably when he fell.

10 A. Yes, sir.

11 Q. All right. Let me show you one more part
12 where the driver jumps out.

13 A. Okay.

14 Q. So would you agree that the driver is not
15 wearing a seatbelt?

16 A. Absolutely.

17 Q. Would you agree that this gentleman is --

18 A. Absolutely.

19 Q. -- not riding in the car?

20 A. Yes, sir.

21 Q. That's he's riding on the running boards?

22 A. That's right. Yes, sir.

23 Q. And there is not only Mr. Brunson but another
24 individual riding on the wood chipper?

25 A. That's what I was told, yes, sir.

ELAINE G. MCLEOD 803.603.4128

1 Q. All right. So as far as following safety and
2 company policies, would you agree that no one on the
3 job site is?

4 A. Now, I wouldn't say that. For that incident,
5 with that vehicle in motion, everybody broke policy.

6 Q. All right. And that's a four-man crew. Would
7 you agree with me that there is only three possible
8 seats that somebody could be --

9 A. I don't know if that's at three-man crew or a
10 two-man crew. It's depending on how Bryan had it
11 structured.

12 Q. Okay. Well, that day, and they've testified
13 to it, there was the driver --

14 A. That's right.

15 Q. -- there was this gentleman and two on the
16 back.

17 A. That's correct.

18 Q. So that's four.

19 A. That's correct.

20 Q. Would you agree with me that there is no way
21 more than three people could ride in this truck in
22 accordance with --

23 A. Oh, I agree with you. There's only three
24 seatbelts.

25 Q. Right. So it would be impossible to follow

ELAINE G. MCLEOD 803.603.4128

1 company policy. Yes?

2 A. Yeah.

3 Q. Okay. With what they were provided?

4 A. No. I don't know if they had a truck behind
5 them. I don't know if he got -- somebody got dropped
6 off. And, you know, you are on a straight road and
7 they're walking and then chipping the brush up and then
8 somebody picked him up, I don't know those facts.

9 Q. And if I were to tell you that Mr. Norton just
10 testified that the truck with the buddy cab was not
11 there that day. That this was the truck that was there
12 that day.

13 A. That's correct.

14 Q. There's no way they could have been in --

15 A. The buddy -- that's right.

16 Q. -- in compliance?

17 A. That's a lift truck, it only holds three.

18 Q. Okay. And, then, I mean, as far as everybody
19 being in compliance with the rules, would you agree
20 that that manual that you referred to also says that if
21 anybody onsite sees an unsafe condition they are
22 supposed to call an all stop --

23 A. That is correct.

24 Q. -- and call a supervisor?

25 A. That's right.

ELAINE G. MCLEOD 803.603.4128

1 Q. All right. So, are you aware if an all stop
2 was called that day --

3 A. Let me correct that supervisor thing.

4 Q. -- before the incident?

5 A. When they say supervisor, they are meaning the
6 supervisor that's over that work group, which would be
7 Bryan Norton.

8 Q. And my question is just are you aware of
9 before this accident at any point leading up to this --

10 A. No.

11 Q. -- somebody called an all stop?

12 A. I'm not aware of it, no, sir.

13 Q. Okay. So everybody that would have seen that
14 would have been in violation of company policy?

15 A. That's correct.

16 Q. By the time you got to the hospital did you
17 already know how he got hurt?

18 A. The only thing I knew was -- I do remember I
19 knocked off early that day. I had -- anyway, that's
20 personal business. And I got a phone call that one of
21 my employees got hurt and he was going to Columbia. So
22 I left and I went to Columbia. And I didn't -- that's
23 pretty much all I remember. That it was a bad
24 incident.

25 Q. And I think you testified that you went to

ELAINE G. MCLEOD 803.603.4128

1 check on him because you all wanted to make sure he got
2 taken care of?

3 A. Yes, sir. I checked on him -- I went to the
4 hospital every afternoon for about three days, if I'm
5 not mistaken, and then I called Mr. Brunson a few times
6 and talked with him on the phone.

7 Q. Are you aware that now his medical treatment
8 and his benefits have been cut off?

9 A. Yes, sir. Make sure he was taken care.

10 Q. Are you aware that now his medical treatment
11 and his benefits have been cut off?

12 A. No, sir, I wasn't aware.

13 Q. Do you consider that taking care of him?

14 A. I don't know the ins and outs of things.

15 MR. COGGIOLA: I don't have anything
16 further.

17 THE COURT: All right. Any further
18 direct?

19 MR. HAIGLER: Just a couple,
20 Commissioner.

21 **REDIRECT EXAMINATION BY MR. HAIGLER:**

22 Q. If they were in a bucket truck and not a
23 typical wood chip truck, could they have still complied
24 with company policy by having two or three people in
25 the truck and two or three people walking from site to

ELAINE G. MCLEOD 803.603.4128

1 site?

2 A. Yes, sir.

3 Q. Were there other ways to comply with company
4 policy other than riding on the chipper?

5 A. Yes, sir.

6 Q. That wasn't the only option, was it?

7 A. No, that was not the only option.

8 Q. And you all have a policy against riding on
9 the chipper for what reason?

10 A. For injuries, for people getting hurt.

11 Q. For exactly what happened in this case; is
12 that right?

13 A. And -- and -- I'm going to say this, those
14 kind of chippers we got nowadays, I mean, they're lucky
15 to be alive. Because if that chipper was running, it's
16 what we call a self-eater, if it would snatch your
17 clothes by the time you stop it --

18 Q. You're dead.

19 A. -- you're dead. It pulls you in and it don't
20 stop.

21 Q. Okay. And in the video that you saw they hit
22 a bump and that's what caused him to fall off the
23 chipper. It appeared anyway. Is that what it looked
24 like?

25 A. Yes.

ELAINE G. MCLEOD 803.603.4128

1 Q. Is that what it looked like?

2 A. That's what it looked like to me.

3 Q. Is that why you don't have people riding on
4 the chipper?

5 A. That's correct.

6 MR. HAIGLER: Thank you, sir.

7 MR. COGGIOLA: I just have one real
8 quick.

9 **RECROSS-EXAMINATION BY MR. COGGIOLA:**

10 Q. And I agree with you that it's lucky that
11 nothing worse happened. Mr. Norton testified that he
12 has witnessed people before this day of accident ride
13 on that chipper, okay?

14 A. Okay.

15 Q. So as the supervisor over him, --

16 MR. HAIGLER: Commissioner, I need to
17 object. This is outside of the scope of
18 my examination.

19 THE COURT: Sustained.

20 MR. COGGIOLA: That's all I have.
21 Thank you, sir.

22 THE COURT: All right. Sir, you can
23 step down.

24 MR. PREAST: All right. Thank you.

25 MR. HAIGLER: I've got one more

ELAINE G. MCLEOD 803.603.4128

1 witness and it will take two minutes.

2 THE COURT: All right.

3 COURT REPORTER: Sir, I just need to
4 swear you in. If you will raise your
5 right hand for me, please.

6 (Witness complies.)

7 COURT REPORTER: Do you solemnly
8 swear, or affirm, to tell the truth, the
9 whole truth, and nothing but the truth?

10 WITNESS: Yes, ma'am.

11 COURT REPORTER: Thank you.

12 (BRANDON CONNOR, being duly sworn,
13 testified as follows:)

14 **DIRECT EXAMINATION BY MR. HAIGLER:**

15 Q. Brandon, please state your full name for the
16 record.

17 A. Brandon Kole Conner.

18 Q. Can you spell your middle and last name,
19 please?

20 A. Middle and last?

21 Q. Yes.

22 A. K-O-L-E. And C-O-N-N-O-R.

23 Q. All right. Mr. Connor, what do you do?
24 What's your work?

25 A. My position?

ELAINE G. MCLEOD 803.603.4128

1 Q. Yeah.

2 A. I'm a groundsman, I chip brush. Anything that
3 needs to be cut on the ground I'll get a saw and I'll
4 cut anything that needs to be cut on the ground. I'll
5 get a pruner and I'll cut the service line. Anything
6 three to five foot around it I have to make sure it's
7 clear.

8 Q. Who do you work for?

9 A. I work for -- the company or my boss?

10 Q. Who's your company?

11 A. Zylem Tree Experts. It used to be Rightway,
12 but now it's Zylem.

13 Q. Okay. And who is your supervisor?

14 A. That would be Squeaky. We call him Squeaky.

15 Q. And what's his real name?

16 A. Mr. Bryan.

17 Q. Bryan Norton?

18 A. Yes, sir.

19 Q. And you all call him Squeaky?

20 A. Yes, sir.

21 Q. Now, do you remember the incident involving
22 Mr. Brunson?

23 A. Yes, sir.

24 Q. Were you driving the truck that day?

25 A. Yes, sir.

ELAINE G. MCLEOD 803.603.4128

1 Q. Okay. Were you -- let me ask you this: Are
2 you aware of the company policies regarding using the
3 truck and the chipper?

4 A. Mostly. Yes, sir.

5 Q. Are folks -- are employees, workers, are they
6 allowed to ride on the chipper?

7 A. No, sir.

8 Q. All right. Who gives you those rules?

9 A. Like, who gives me the rules?

10 Q. Yeah, who told you that? How do you know
11 that?

12 A. Squeaky's had meetings with us. All of us
13 will be in a group in the morning or either afternoon
14 he'll tell us what we are and are not allowed to do.
15 If he's caught something that we've done and he's
16 already told us, he'll tell us again, you know, and
17 such of those things. Telling us not to do those
18 things at all.

19 Q. Okay. Has Squeaky ever told you and Mr.
20 Brunson, or your group, that you were not to ride on
21 the chipper?

22 A. Yes, sir. He's told us multiple times.

23 Q. Okay. How soon before the incident that
24 happened with Mr. Brunson do you remember there being
25 one of those type conversations?

ELAINE G. MCLEOD 803.603.4128

1 A. I do remember it being -- it wasn't even maybe
2 a couple days before. I mean, it happened so much to
3 where he would catch one of us, not me, but one of us.
4 I've been there for eight months now, almost nine
5 months, and there's been, you know, he'll catch
6 somebody just riding on the back, you know, and he'll
7 say it again. He'll get everybody together and tell us
8 again, you know, I do not want to see nobody else
9 riding on the chipper. If I see it again, you will be
10 wrote up.

11 Q. Okay.

12 A. It's been four or five times, you know. And I
13 couldn't tell you how recent it was before that, but it
14 we're talking maybe days, you know.

15 Q. Is there any doubt in your mind that Mr.
16 Brunson heard Squeaky saying you cannot ride on the
17 chipper? Is there any doubt in your mind that he said
18 that to Mr. Brunson? Does that make sense?

19 A. I -- yes, he --

20 Q. Are you sure -- are you sure Mr. Brunson knew
21 that he could not ride on the chipper?

22 A. Yes, sir.

23 Q. Because you were present when he was told; is
24 that --

25 A. Yes, sir.

ELAINE G. MCLEOD 803.603.4128

1 Q. All right. Now, I hate to ask you this, but
2 you were driving the truck that day, right?

3 A. That's correct.

4 Q. And you did not have your seatbelt on, did
5 you?

6 A. I'll be honest with you, I didn't have my
7 seatbelt on.

8 Q. Okay.

9 A. I'm ain't gonna lie to you.

10 Q. All right. Mr. Brunson (sic) testified
11 earlier that you got written up for that.

12 A. Yes, sir.

13 MR. COGGIOLA: You said Mr. Brunson.

14 Mr. Norton, just for the record.

15 MR. HAIGLER: I'm sorry.

16 Q. Mr. Norton testified that you got written up
17 for that.

18 A. Yes, sir.

19 Q. Do you wear your seatbelt now?

20 A. Yes, sir, absolutely.

21 MR. HAIGLER: Thank you, sir. Those
22 are all the questions I have for you. He
23 may have a few for you.

24 THE COURT: Cross?

25 MR. COGGIOLA: Hey, Mr. Connor. My

ELAINE G. MCLEOD 803.603.4128

1 name is Gabe Coggiola. I represent Mr.
2 Brunson.

3 MR. CONNOR: Yes, sir.

4 CROSS-EXAMINATION BY MR. COGGIOLA:

5 Q. So you said -- how long had you been there?

6 A. I've been here for almost nine months now.

7 Q. Okay. And you said Bryan has had to have
8 these talks with you all multiple times because people
9 keep riding on the equipment?

10 A. Yes, sir.

11 Q. So it's something that has happened pretty
12 frequently?

13 A. He's -- it's like -- he's caught people
14 sitting on it at one point and maybe just pulling the
15 truck up maybe ten feet and it'd be like, you know,
16 he's got to tell us -- he'll cut the chipper off, cut
17 the trucks off, he'll get everybody right there, you
18 know. But, yes, sir.

19 Q. Have you ever seen somebody get fired for it
20 right there?

21 A. No, sir.

22 Q. All right. That day, I know you weren't
23 wearing your seatbelt.

24 A. Yes, sir, I wasn't.

25 Q. Was there also somebody riding in the -- on

ELAINE G. MCLEOD 803.603.4128

1 the running boards of the passenger side?

2 A. Like, the step sides?

3 Q. Yeah.

4 A. Correct. Yes, sir.

5 Q. So there was nobody in the truck, in the cab
6 with you other than you driving?

7 A. No, sir, I don't think there was.

8 Q. Okay. And were you aware that they were
9 sitting on the chipper when you drove off?

10 A. Yes, sir, I had -- before I pulled off I seen
11 them just sitting there closing the gate up. You know,
12 we were just going maybe four houses down from where we
13 were. We were pulling the truck up to get the chipper
14 closer to the brush so we could chip that brush up the
15 most efficient way. So, you know, I had already told
16 them, you know, Squeaky is going to get on y'all's A-
17 double S, you know, about that. And I couldn't -- they
18 -- you don't -- you don't tell me what to do, you know.
19 So I got back in the truck.

20 Q. But, again, you knew they were on there, you
21 got the same talks from Squeaky that Mr. Brunson
22 allegedly did and you drove off with them on there?

23 A. Yes, sir.

24 MR. COGGIOLA: All right. Nothing
25 further.

ELAINE G. MCLEOD 803.603.4128

1 MR. HAIGLER: I have one follow-up,
2 two follow-ups.

3 REDIRECT EXAMINATION BY MR. HAIGLER:

4 Q. You actually told him he was not supposed to
5 be on the chipper?

6 A. Yes, sir.

7 Q. And he told you to mind your own business?

8 A. Basically, I'm not the boss man and --

9 Q. He's going to do what he wants to do?

10 A. Yes, sir.'

11 Q. All right. Thank you.

12 MR. HAIGLER: No more witnesses,
13 Commissioner.

14 THE COURT: All right. Then that
15 concludes this hearing.

16 (Proceedings concluded at 11:10 a.m.)
17
18
19
20
21
22
23
24
25

ELAINE G. MCLEOD 803.603.4128

1 STATE OF SOUTH CAROLINA)
2 : C-E-R-T-I-F-I-C-A-T-E
3 COUNTY OF LEXINGTON)

4 I, Elaine G. McLeod, Court Reporter and Notary
5 Public, certify that I did appear at 10:30 a.m. on
6 Tuesday, December 10th, 2024, before Commissioner
7 Cynthia C. Dooley, located at the Sumter County
8 Courthouse, 141 North Main Street, Sumter, South
9 Carolina; that the pages constitute a true and accurate
10 transcript of the testimony given at that time and
11 place.

12 I further certify that I am not of counsel or kin
13 to any of the parties to this cause of action, nor am I
14 interested in any manner in its outcome.

15 IN WITNESS WHEREOF, I have hereunto set my hand and
16 seal this the 26th day of December, 2024.

17
18
19
20
21
22
23
24
25

Elaine G. McLeod

Notary Public for South Carolina

My Commission Expires: 07/24/2025

ELAINE G. MCLEOD 803.603.4128

1 BEFORE THE SOUTH CAROLINA
2 WORKERS' COMPENSATION FULL COMMISSION
3 CASE NO.: 2409881
4 NEVAL BRUNSON,)
5 Claimant,)
6 vs.)
7 CUTTER BUYER, LLC /)
8 SIP VEGETATION MANAGEMENT,)
9 Employer,)
10 and)
11 PROPERTY & CASUALTY)
12 INSURANCE CO. OF HARTFORD,)
13 Carrier,)
14 Defendants.)

15 A P P E L L A T E H E A R I N G

16 DATE: Monday, July 14, 2025
17 TIME: 2:07 p.m.
18 LOCATION: Via CourtCall
19 BEFORE: Commissioner Gene McCaskill, Chair
20 Commissioner Melody James
21 Commissioner Aisha Taylor
22 REPORTED BY: Megan Rish Brown
 South Carolina Court Reporter

23 ABC REPORTING SERVICE
24 257 Summerland Avenue
25 Batesburg, South Carolina 29006
 1-803-532-5255
 1-803-730-3015 (cell)

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 APPEARANCES:

2

3 ATTORNEY FOR THE PLAINTIFF
NEVAL BRUNSON:

4

5 SAMUELS REYNOLDS LAW FIRM
6 BY: STEPHEN SAMUELS, ESQUIRE
1320 Richland Street
Columbia, South Carolina 29201

7

8 ATTORNEY FOR THE DEFENDANTS
9 CUTTER BUYER, LLC / SIP VEGETATION
MANAGEMENT AND PROPERTY CASUALTY INS. CO
OF HARTFORD:

10

11 ROBINSON GRAY STEPP & LAFFITTE, LLC
BY: NICOLAS L. HAIGLER, ESQUIRE
2151 Pickens Street, Suite 500
12 Post Office Box 11449 (29211)
Columbia, South Carolina 29201

13

14

15

16

17

18

19

20

21

22

23

24

25

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 THE COURT REPORTER: Today is July 14, 2025.

2 This is South Carolina Workers' Compensation Case
3 Number 2409881. This is the case of Neval Brunson,
4 Claimant, versus Cutter Buyer, LLC SIP Vegetation
5 Management and Property and Casualty Insurance Company
6 of Hartford. The Appellant is the Claimant represented
7 by Stephen B. Samuels. The Respondent is represented
8 by Nicolas L. Haigler.

9 Each side is allowed ten minutes for oral
10 argument and the Appellant three minutes in reply. You
11 are requested to argue the grounds of exception and
12 stay within the record.

13 COMMISSIONER McCASKILL: All right.
14 Mr. Samuels?

15 MR. SAMUELS: Thank you. May it please the
16 Commission, I'm Stephen Samuels. I represent Neval
17 Brunson. This is an appeal from the single
18 Commissioner in a denied case.

19 The Commissioner held that Mr. Brunson was
20 not entitled to benefits under the Act, because he
21 clearly violated expressed and specific orders from his
22 employer not to ride the machinery in the manner that
23 directly resulted in his injuries, which therefore
24 found he left the course of the scope of his employment
25 when he rode on the back of the wood chipper, and his

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 claim was not compensable. Thus, we contend this is
2 legally and factually erroneous. There is a rule here,
3 and this is a defense that the Defendant can prove, but
4 it has to do with the specifics of the type of rule.

5 Not every violation of an order given to workmen
6 will necessarily remove him from protection of the Act.
7 Certain rules concern the conduct to the work and
8 within his sphere of employment, while others limit the
9 sphere itself. So the claim is not compensable when the
10 injury is brought about through its own act, which is
11 not only wholly without the scope of his employment but
12 also expressly forbidden by the employer. So to begin
13 with, I'll just touch briefly on the facts. If I may,
14 I'd like to share my screen for just a moment.

15 COMMISSIONER McCASKILL: Certainly.

16 MS. BRACY: I've allowed it. It should start
17 sharing. It does say you're sharing your screen,
18 Stephen. I don't know if you need to click on it.

19 MR. SAMUELS: Yeah. I think I've got it.

20 MS. BRACY: There you go.

21 MR. SAMUELS: All right. Thank you. So this
22 is a very brief video taken moments before the
23 accident and I just want to play 23 seconds of it but
24 set the stage, Mr. Brunson worked on a ground crew,
25 not a tree crew. These crews cleared right-of-ways.

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 For the entire week, the bucket truck that
2 they usually rode in was unavailable and was out of
3 service, so instead they were using a bucket truck that
4 did not have enough seating for the entire crew. It
5 had been that way for a week. Everybody knew it. The
6 employer knew it.

7 The chipper was towed by a buddy truck, and
8 during this accident the chipper became unhinged --
9 unhitched and launched Mr. Brunson into the air where
10 he injured his -- fractured his pelvis and suffered a
11 traumatic brain injury. So if you look at the video
12 which I'm playing now, you'll see they are driving
13 through the neighborhood. They are picking up speed
14 going quite a ways, and you will see in just a moment
15 at 23 seconds -- well, 19 seconds, you'll see the
16 judder. That's how we know that it became unhitched in
17 addition to the accident report that shows \$10,000 in
18 property damage.

19 These two guys here in the truck are trying
20 to figure out what's going on. They jump out and run
21 back, and what you would also note is that in the
22 accident report -- you notice in the accident report
23 there's a photograph which was recreated in our brief
24 showing that where they were headed, there were no
25 trees. It was a clear stretch. You can see the power

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 line. You can see an open field on both sides, so it's
2 not a matter of walking 20 or 30 feet. It's not a guy
3 who was joy riding. It is a matter of they're going
4 somewhere.

5 Now, defense has to prove two things; wholly
6 without the scope of employment and expressly forbidden
7 by the employer. So let's begin with the first part. A
8 safety rule considering the use or misuse of equipment
9 the employee uses on the job is inherently governing
10 the sphere of employment. It's within the sphere of
11 employment. It doesn't take you out. It's what you do
12 within your job.

13 An employer cannot insulate itself from
14 liability from workers' compensation accidents simply
15 by setting forth rules. You have a safer workplace,
16 which we all support, but a safety rule is not a shield
17 against liability. So if there's a rule against
18 wearing a hard hat or putting your hand inside a
19 machine to clean it, driving without a seat belt, all
20 of those govern your conduct within your job, and
21 that's why there's -- they don't cause the case to be
22 denied.

23 Look, riding on the outside of a truck or
24 riding in a machine used to get your job to the next
25 job site are all prohibited in the employee handbook in

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 this case, but they all govern the sphere of
2 employment. So this guy is not joy riding. He's not
3 being lazy. He's just going to the next part of the
4 job. And if you look at the case law on the three cases
5 relied on by the Defendants and by the Commissioner,
6 you can see -- you can see how that works.

7 In the Black case, Black was a police chief.
8 He was -- he liked to ride on the side of the fire
9 truck for the fun of it. He had been told repeatedly,
10 and he was told expressly by the mayor 5 minutes before
11 he jumped on the truck to go to a fire that it was not
12 part of his job because he was a police officer, not a
13 firefighter. It wasn't his job.

14 If a firefighter had jumped on the truck,
15 fallen off and been killed, that would be compensable.
16 The same thing with the Wright case. Wright was an
17 hourly employee, a stocker in a grocery store. Only
18 management have authority to apprehend or deal with
19 shoplifters. All the hourly employee was supposed to
20 do was point out the potential shoplifter. Pratt
21 himself, he was obsessed with shoplifters. He wanted
22 to catch a shoplifter, and there was a shoplifter. He
23 chased after the shoplifter, and the manager told him,
24 Come back. It is not your job to apprehend
25 shoplifters. He was specifically told that moments

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 before. Wright blatantly refused. He went after the
2 shoplifter on his moped.

3 In Pratt, that case was denied, because the
4 company told -- normally supplied Pratt a company truck
5 to drive to and from work. They told him, No. Can't
6 drive it. You've been tardy. This is your punishment.

7 He drove the truck anyway and was in an
8 accident. That was not covered, because he disobeyed a
9 rule given to him immediately, and because he was not
10 using the truck for work but using it for personal use,
11 it did not come with an exception of coming-and-going
12 rule. So all three of those individuals disobeyed a
13 rule governing the scope or the sphere of employment;
14 not a fireman, not a security guard, not driving a
15 company truck for company business.

16 So when you look at the rule, the rule
17 governing the use of equipment concerns conduct within
18 the sphere of employment. For that reason, the
19 decision below is erroneous, and we'd ask that you
20 reverse and remand for a hearing on benefits to be
21 awarded. Now, the other part of the rule the
22 Defendants have to prove even if you somehow found the
23 rule applies here, the Defendants emphasized the line
24 in their brief and say the courts in all three of these
25 cases, Black, Wright, and Pratt made particular care to

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 point out that -- to point out how much the common
2 thread that each injured worker violated a rule
3 that's been expressly communicated to them.

4 Remember, Black -- the mayor in Black said, I
5 want it specifically understood that none of the police
6 had anything to do with the truck. In less than 5
7 minutes, he had done exactly what we told him not to
8 do. Same thing in Wright. He was told immediately
9 before he went outside the scope of his employment. In
10 Pratt he had been told earlier that day.

11 Expressly communicated does not mean buried
12 in the employee handbook and vaguely mentioned in
13 safety meetings. It must be actually enforced and
14 communicated at the time of the accident, and here's
15 what we know from the video and the accident report and
16 the testimony: All four of the crew were in violation
17 of the safety rules set out in the employee handbook;
18 one guy riding without a seat belt, one guy riding on
19 the running board, two guys riding on the chipper, and
20 I -- and I have to say about that, if it had been the
21 guy not wearing a seat belt who had been the one
22 injured, how could we possibly find that that violation
23 of the same set of safety rules would mean it's not
24 compensable?

25 It's clearly part of the job. The crew had

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 been violating it an entire week, because the regular
2 buddy truck was not available. All the witnesses
3 confirm the rules were readily violated before
4 Brunson's accident with the acquiescence of management.
5 It was not enforced. They didn't stop people doing
6 this until after the accident. Explicit testimony
7 about that from the supervisor, and there was no
8 foreman or supervisor anywhere near the job.

9 They didn't enforce this rule. They only
10 enforced it as a defense, raised it as a defense for
11 the sake of this case. So the Defendants simply cannot
12 make the required showing of a willful and intentional
13 disobedience of a rule expressly communicated to
14 Brunson contemporaneously with the act of it.

15 COMMISSIONER McCASKILL: That's your time.
16 You'll have 3 minutes in reply.

17 MR. SAMUELS: Thank you, your Honor.

18 COMMISSIONER McCASKILL: All right.

19 Mr. Haigler?

20 MR. HAIGLER: Thank you, commissioners. Can
21 you hear me okay?

22 COMMISSIONER McCASKILL: Yes, sir.

23 MR. HAIGLER: Very good. Thank you for your
24 time this afternoon. Mr. Samuels outlines the elements
25 of this defense, however, I believe he's sort of

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 danced around some of the more pertinent issues.

2 First of all, as pertains to the sphere --
3 and just so you know, the case is the Black case, the
4 Wright case, the Morris Roofing Case. Those really
5 are -- those really are the cases that we should all be
6 looking to to figure out whether this is compensable or
7 not. I know those are the cases Commissioner Dooley
8 used. I believe we all agree those are the proper
9 cases to look at.

10 One of them is the Black case, and I really
11 think that's probably the most important case. It's 75
12 years old this -- in a couple of -- in a couple of
13 weeks, but it's still good law. So let's get back to
14 the sphere issue, because Stephen's point -- and I get
15 where he's coming from, but I think there's one issue
16 that he's missing.

17 The question here is was what he was doing
18 within the sphere of his employment. If we think about
19 it from the standpoint that he was on the wood chipper,
20 which he uses, then he was within the sphere of his
21 employment. If you're just looking at it from the
22 standpoint of it being the wood chipper, that's the
23 machine or one of the machines that he uses during his
24 job. However, he was not using that wood chipper as it
25 was intended to be used. He was using it as

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 transportation, not as a wood chipper.

2 The employer governs the sphere of
3 transportation for him, whether that's via the truck,
4 whether that's by foot, whether that's by some other
5 ride. The sphere of transportation during the job is
6 governed by his employer. That is not in dispute.

7 It's not governed by the Claimant, and so
8 when you're talking about sphere of employment the
9 sphere that we're in is transportation while you're on
10 the job. That is governed by his employer, not by the
11 Claimant. He was not using transportation that was
12 authorized. That is not in dispute.

13 You know, it's interesting there was the
14 argument that's been made -- and I guess I'll go back
15 to their -- let me go through the facts that are not in
16 dispute as far as I'm aware of, and I believe these are
17 all the facts that Commissioner Dooley used to find
18 that this claim was not compensable. Number one, that
19 the Claimant was trained on how to use the chipper. I
20 don't think that's in dispute. He knew that the
21 chipper was used to chip wood, not as a transportation
22 device. Two, Claimant's safety training included,
23 which is in the handbook, which his supervisor went
24 over ad nauseam at the hearing, that they went
25 through significant training with two different people

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 through that handbook, and it was indicated what you
2 could and could not do with different pieces of
3 equipment; be it you have to wear a safety belt.
4 You may not use any other piece of equipment to ride
5 on. If it doesn't have a safety belt, you cannot ride
6 on it. I don't believe there's any refuted evidence in
7 the record on that issue.

8 Claimant was warned multiple times leading up
9 to that accident. Now, Stephen says he wasn't, that we
10 weren't enforcing this. However, what Stephen doesn't
11 tell you is there were two people that testified at the
12 hearing. Number one was his supervisor.

13 His supervisor said, I had multiple meetings
14 with my men leading up to this accident, because I
15 knew people were violating the rules and I was getting
16 texts from my supervisor telling me this was going on,
17 you need to address this. So he was addressing it in
18 multiple meetings before according to the time of the
19 accident, and the testimony is clear on that if you
20 look at pages 48, 49, 51, and 52 of the transcript.
21 Mr. Norton's testimony indicates that. We then call
22 the driver who you just saw, and he confirmed not only
23 did those meetings occur, but that the Claimant was
24 present for each and every one of them and knew because
25 of those meetings that he was not supposed to be on the

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 chipper.

2 He had expressly been told that he was not
3 supposed to be riding on the chipper. Those are the
4 facts that Commissioner Dooley relied on to find this
5 claim not compensable, and if -- and when you read
6 these cases, the expressed nature of the prohibition is
7 very important. It's one of the elements that Stephen
8 just discussed.

9 Finally, and probably even maybe most
10 importantly, again, this was not mentioned anywhere in
11 their brief or in oral argument today, the Claimant
12 admitted this at the hospital when his supervisor and
13 his supervisor's supervisor went to see him in the
14 hospital to check on him, when they walked in the room,
15 the first thing he says was, I know I screwed up. You
16 told me I was not supposed to be on the chipper, and I
17 was on the chipper. And so that's probably the most
18 important evidence. I mean, there's really nothing to
19 refute that. So the Claimant didn't remember what went
20 on in the hospital, so he couldn't refute it, and so
21 the only two witnesses that were there were from the
22 employer, and they both said the same thing at the
23 hearing. There is no evidence to the contrary, and so
24 there is -- there is -- the record is replete with
25 evidence that indicates that he knew he should not be

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 on that chipper riding on it and decided to do so
2 anyway. The sphere of transportation is the employer's.

3 Now, I want to direct you to two cases,
4 because I read their report, and they're both
5 referenced by the Claimant in their oral argument and
6 in their brief. The first is the Black versus Town of
7 Springfield case. Again, that's the Supreme Court case
8 from 1950, and you're right, Black was not a
9 firefighter. However, when you read the interviews and
10 the testimony inside the record, inside the actual
11 court case, he was to report to fires. He was -- part
12 of his job was to report to fires, and that's not
13 unusual when we go to a fire. You see police there all
14 the time. Now, was his job to get transportation to
15 the fire by a fire truck? Maybe not, and I think that
16 was the prohibition, much the same in this case.

17 Mr. Brunson's job was to chip wood. Was his
18 job to take and was to go to the next location to chip
19 the wood or cut the wood or whatever he was supposed to
20 do, was his job to do that via the transportation
21 source he chose? No, it was not.

22 The Claimant makes the analogy that this is
23 sort of like police -- you know, Claimant actually
24 makes the exact analogy in their brief, that this is --
25 even if he had misused the chipper, the chipper is part

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 of his job. He then goes on to analogize this as this:
2 Falling off, it's like falling off -- it's like falling
3 off is the same thing as putting your hand into the --
4 into the chipper to free a log. Is that the same
5 thing? I don't think that's the analogy we're talking
6 about today.

7 Let me give you a better analogy of what
8 we're talking about today. This would be, the chipper
9 is not a vehicle, first of all. That's like saying, I
10 decided to use the truck radiator that has a little
11 wheel that can cut to cut the wood, and I was in there
12 cutting the wood with the truck radiator, and I cut my
13 hand off. The radiator is not a cutter just like the
14 chipper is not a vehicle. That's the proper analogy,
15 and that's why we're -- that's what we're not thinking
16 about here, or at least it appears we're not thinking
17 about.

18 Although, Commissioner Dooley clearly did,
19 and so when you look at the Black case, yes, he was not
20 supposed to be on the fire truck, but reporting to the
21 scene is part of his job. Much the same, Mr. Brunson
22 was not supposed to be on the chipper, but reporting to
23 the scene was part of his job, and they've made this in
24 their brief and I think you've looked at it. They made this
25 wonderful argument that they were riding so fast. They

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 were going down the road. There were no trees on the
2 side.

3 My client testified that -- because that was
4 asked of him. That was an important issue. What was
5 the -- how was he supposed to get there if he didn't
6 have a ride. Well, first of all, he did have a ride.
7 There were -- there was a seat inside that truck he
8 could have used. My client also testified that he was
9 expected to walk, because they were only going a short
10 distance. They were in a small neighborhood going a
11 short distance between locations, and it was perfectly
12 fine for him to walk. And when you look and you read
13 the brief of the Claimant, it's mentioned quite
14 specifically that, quote, "Walking was impractical, if
15 not impossible." Impractical, if not impossible.

16 First of all, it was 20 to 30 feet at a time,
17 and even if you look at the scenario that was outlined
18 in their brief, that may have been a 10th of a mile. I
19 am not sure how a gentleman this age it would be
20 impractical and certainly not impossible for him to
21 walk one 10th of a mile to the next location, so that
22 argument seems to be a bit of a reach to me. So, you
23 know, I think there's a lot of smoking mirrors in this
24 case.

25 This is not a complicated case. It fits very

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 nicely in these -- in these cases from our Appellate
2 Courts, specifically the Black versus Town of
3 Springfield Case, and same in Wright versus Bi-Lo. He
4 was specifically prohibited from doing that.

5 I want to read you the quote from Black if I
6 can, because I think it's so -- actually, I'm sorry.
7 It's from Wright. It's on page 189 of that opinion.
8 The present case establishes the existence of clear and
9 explicit orders. Well, we have that in this case.
10 That's unrefuted in my opinion. Repeatedly
11 communicated to the Claimant and clearly violated by
12 him in the events leading to his death. That is this
13 case. That sentence is this case.

14 It then goes on to say they were looking at
15 prior cases, specifically the Black case. The fire
16 chief or the police chief's injuries from riding on the
17 fire truck are not compensable as they are violative of
18 an expressed prohibition. That's exactly what we have
19 here. Even though he has a legitimate employment duty
20 at the place of the fire truck's ultimate destination.
21 So even though the police chief was ultimately supposed
22 to be there, he violated a prohibition by getting on
23 the fire truck to get there. That is this case.

24 That is the Brunson case, and the Court in
25 Wright said if that's not compensable, then this Wright

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 case is not compensable either, Commissioner, so we
2 would ask that you refer to that as supported by the
3 greater weight of the evidence in the record and the
4 law under these two cases. Thank you very much for
5 your time.

6 COMMISSIONER McCASKILL: All right. Any
7 questions?

8 COMMISSIONER JAMES: None from the
9 Commissioners.

10 COMMISSIONER McCASKILL: No questions. All
11 right. Thank you, sir. All right. Mr. Samuels, you
12 have 3 minutes.

13 MR. SAMUELS: Thank you, your Honors. It's
14 interesting that the employer here never enforced
15 this rule. Brunson himself testified, yeah, generally
16 when we were there, we would all be riding on the back
17 of the wood chipper. That's an everyday occurrence.

18 The driver, the one not wearing the seat
19 belt, said he agreed. People keep riding on equipment
20 pretty frequently, and he had never seen someone get
21 fired for riding on the chipper. The foreman said,
22 I've caught people riding on the chipper, and they've
23 gotten disciplinary action. When he was asked if this
24 happened on a fairly regular basis, he says, No, not
25 anymore, they don't. Well, since the accident, no. So

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 clearly the acquiesce to this, and that kind of brings us
2 within the Compton versus Town of Iva case where the
3 employer actually has to enforce the rule. Remember,
4 this has been going on for a week. All four members of
5 this crew are in one way or another violating one of
6 these rules in the handbook, and to say that this man,
7 has a traumatic brain injury, had no recollection of what
8 he told them in the hospital, barely remembers reading
9 an electronic copy of the handbook, that's not going to
10 allow them to meet the burden of clearly communicating
11 this rule to him when there's not a supervisor on the
12 job. There's not a foreman on the job site. They're
13 not there.

14 These four young guys are doing what they do
15 every single day when they've got to go, not 20 or 30
16 feet. We see in the video they went much, much farther
17 than that. They were going to go much farther than
18 that. This is what they all did.

19 It's without a doubt not enforced, and yes,
20 this -- using this equipment is a restriction, a safety
21 rule. Not wearing your seat belt is a safety rule that
22 concerns the job within the sphere of employment. Had
23 he, as an example, been told at the scene, Don't climb
24 that tree. Don't carry a chainsaw up that tree,
25 because you're ground crew. You're not tree crew, then

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 yes, that would be a proper application of the rule.

2 Here to make this claim not compensable
3 because this guy has a terrible accident because of the
4 employer's failure to provide proper equipment for them
5 to get around the job, for its failure to enforce the
6 rule, and failure to hitch the doggone chipper to the
7 truck properly so that they -- the chipper comes loose,
8 puts a divot in the street and launches this guy into
9 the air, it's supposed to be a no-fault system. What
10 we're doing here -- what the single Commissioner did
11 here would --

12 COMMISSIONER McCASKILL: Finish your thought.

13 MR. SAMUELS: -- would put fault into the
14 system. That's not the way workers' comp works. We
15 therefore would ask that you reverse and remand for a
16 hearing on determination of benefits entitled to
17 Mr. Brunson. Thank you.

18 COMMISSIONER McCASKILL: Thank you. Any
19 questions?

20 COMMISSIONER JAMES: No questions. Thank
21 you.

22 COMMISSIONER McCASKILL: All right. Thank
23 you, gentlemen. That concludes this proceeding.

24 (WHEREUPON, the taking of this hearing was
25 concluded at approximately 2:32 p.m.)

ABC REPORTING SERVICE (803) 730-3015

BRUNSON V. CUTTER BUYER, LLC 7/14/2025

1 CERTIFICATE OF REPORTER
2
3

4 I, Megan Rish Brown, Court Reporter and
5 Notary Public in and for the State of South of South
6 Carolina, do hereby certify that I reported the hearing
7 on the 14th day of July, 2025; and that the foregoing
8 21 pages constitute a true and correct transcription of
9 the said hearing.

10 I further certify that I am neither attorney
11 nor counsel for, nor related to or employed by, any of
12 the parties connected with this action, nor am I
13 financially interested in said cause.

14 I further certify that the original of said
15 transcript shall be hereafter sealed and delivered to
16 Commissioner Gene McCaskill, 1333 Main Street,
17 Columbia, South Carolina.

18 In witness whereof I set my hand and seal
19 this 29th day of September, 2025.
20
21
22
23
24
25

Megan Rish Brown, Court Reporter,
Notary Public
State of South Carolina at Large
My Commission expires:
10/18/2028

ABC REPORTING SERVICE (803) 730-3015



Claimant's Name: Neval Brunson Employer's Name: Cutter Buyer LLC
Address: _____ Address: 208 E. Plume St.
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: () - _____ Work Phone: () - _____ Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: J. Gabriel Coggiola Preparer's Phone #: (803) 440-8604

A claim for workers' compensation benefits is made based on the following grounds:

☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: TBD (Form 20 Requested) 2. AWW: \$TBD (Form 20 Requested) Date of Injury: 7/23/2024
3. Type of injury and body part(s): Back, Pelvis, Hip, Neck, Bilateral Legs, Head, Teeth
4. Facts in controversy: (1) Whether Claimant sustained a compensable injury by accident arising out of and in the course of his employment; (2) Extent of compensable body parts; (3) Whether Defendants properly stopped TTD benefits; (4) Claimant's entitlement to additional medical treatment, and/or, any additional benefits under the Act. *See Attached Addendum
5. Legal issues involved: §42-1-20; §42-1-160; §42-15-60; Reg. 67-504; Reg. 67-510; Johnson v. Merchants Fertilizer Co., 198 S.C. 373, 17 S.E.2d 695 (1941) *See Attached Addendum
6. Unusual aspects: Claim was admitted by Defendants from date of accident until 11/19/24. Since Defendants' denial, Claimant has requested copies of Claimant's personnel file and depositions of employer representatives supporting Defendants' denial, but none have been provided to Claimant.
7. Witnesses (designate if expert):* Claimant, unidentified on-site supervisors/foreman requested by Claimant; Bryan Norton, and any other witnesses identified by Defendants.
8. Exhibits: A. Email to Claimant's Attorney re: requests for depositions; B. Subpoena to Defendants requesting copy of personnel file, training materials, and company policies; (2) Deposition of Claimant.
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance): See attached APA.
10. Name, address, and specialty, if any, of the treating physician: Dr. Ardan Sayan, McLeod Orthopedics, 705 N. 8th Ave., Suite 1B, Dillon, SC, 29536.
11. Impairment rating(s); body part(s); physician and date of opinion: N/A
12. I am amending my Form 50/51 in the following manner: N/A

☐ **Mediation**

- ☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ b. Mediation is required pursuant to Reg. 67-1802.
☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211. See attached certificate of service.

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

Signature: J. Coggiola Email: gcoggiola@marcbrownlawfirm.com
Date of hearing: December 10, 2024 Time needed for hearing: 1.5 Hours

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

Brunson v. Cutter Buyer, LLC
DOA: 07/23/24
SCWCC No.: 2409881

Addendum to Form 58 Pre-Hearing Brief

Claimant was involved in an accident on 07/23/24, when he fell off the back of a woodchipper. Claimant was airlifted to Prisma Health Richland Memorial, where he remained inpatient from 07/23/24 through 08/02/24. According to the medical records, Claimant sustained injuries, including but not limited to a sacral fracture, closed avulsion fracture of the anterior superior iliac spine of the pelvis, an occipital scalp laceration requiring staples, and paresthesia of the right lower extremity.

Claimant was placed on a running award of temporary total disability benefits beginning 07/24/24 and continuing. Defendants provided Claimant was authorized medical treatment under the direction of Dr. Sayan at McLeod Orthopedics in Dillon, SC.

On 09/16/24, Claimant filed a Form 50 Request for Hearing, seeking authorization of additional treatment to Claimant's head and back. On October 16, 2024, Defendants timely filed a Form 51 Answer to Claimant's request for Hearing, wherein Defendants admitted Claimant sustained compensable injuries to his back, pelvis, and coccyx, but denied all other alleged injuries pending investigation.

On 11/19/24, Defendants filed an Amended Form 51, wherein they now denied the claim pending further investigation, asserting "the injury was the result of horseplay and/or the result of noncompliance with company policy." Based on the new denial, approximately four (4) months after the accident, Claimant's TTD benefits were stopped and ongoing medical treatment was denied.

On 11/20/24, Claimant sent Defendants a subpoena for Claimant's personnel file and additional materials, including but not limited to, employee manuals/handbooks, training manuals/handbooks, and warnings or disciplinary actions related to the violation of the "company policy." In addition, Claimant requested dates for the deposition of the employer witnesses identified by Defendants, a 30(B)(6) deposition of the appropriate corporate designee best suited to testify the training received by employees, and (3) the foreman/supervisor on site at the time of Claimant's accident. To date, Claimant has not received a response to their subpoena or any potential dates of deposition of witnesses requested by Claimant.

To the best of Claimant's understanding, Defendants assert the claim is now denied because Claimant was riding on the back of a wood chipper at the time of his accident, which was a violation of a known and taught policy. Defendants' attorney referenced the South Carolina Court of Appeal's holding in *Wright v. Bi-Lo* and the Supreme Court's holding in *Pratt v. Morris Roofing* in support of the denial. In both *Wright* And *Pratt*, the appellate courts upheld denials of injured workers' entitlement to benefits on the grounds that the employee was acting in violation a company order, instruction, or policy, and therefore was not acting in the course and scope of their employment.

This case is clearly distinguishable from *Wright* and *Pratt*. Both *Wright* and *Pratt* cite the Supreme Court holding in *Johnson v. Merchants Fertilizer Co.*, wherein the Court clearly stated:

Not every violation of an order given to a workman will necessarily remove him from the protection of the Workmen's Compensation Act. . . . "Certain rules concern the conduct of

the workman within the *sphere of his employment*, while others *limit the sphere itself*. A transgression of the former class leaves the scope of his employment unchanged, and will not prevent the recovery of compensation, while a transgression of the latter sort carries the workman outside of the sphere of his employment and compensation will be denied. 198 S.C. 373378-379, 17 S.E.2d 695, 697-698 (1941).

The law set forth in *Merchants* is clearly applicable in this case. Even if Defendants can establish that Claimant was a violation of an known and established company policy at the time of accident, which Claimant does not concede he was, that policy would be a rule concerning the conduct of the Claimant within the sphere of his employment. As *Merchant* directs, a transgression of that class of rule leaves the scope of his employment unchanged and does not prevent the recovery of compensation. As such, Defendants contend that Claimant's claim is compensable, Defendants improperly terminated TTD benefits, subjecting them to a penalty, and Claimant's temporary benefits and ongoing medical treatment should resume immediately.



Claimant's Name: Neval Brunson Employer's Name: Cutter Buyer, LLC
Address: _____ Address: 208 E Plume St.
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: _____ Work Phone: _____ Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: Nicolas L. Haigler, Esquire Preparer's Phone #: 803-929-1400

A claim for workers' compensation benefits is made based on the following grounds:

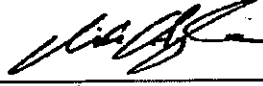
☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: \$TBD 2. AWW: \$TBD Date of Injury: 07/23/2024
3. Type of injury and body part(s): DENIED: pelvis, hip, back, neck, legs, head, and teeth
4. Facts in controversy: (1) Whether claimant sustained any compensable injuries as pled such that he is entitled to any benefits under the Act; (2) Whether claimant violated specific prohibitions provided by employer such as to remove himself from the course of employment; and (3) Whether claimant's action should be considered horseplay.
5. Legal issues involved: See Number 4. S.C. Code Ann. § § 42-1-160, 42-15-60, 42-9-10 (TTD only); Defendants contend the accident was the result of horseplay and/or the result of the known noncompliance with company policy (Pratt v. Morris Roofing and Wright v. Bi-Lo).
6. Unusual aspects: Defendants reserve the right to move to adjourn or postpone the hearing as scheduled to exercise their due process rights as afforded by law to investigate, cross examine, respond to, or otherwise oppose any evidence as submitted by the claimant.
7. Witnesses (designate if expert):* Defendants may call: Bryan Norton. Defendants reserve the right to call any rebuttal witnesses necessary.
8. Exhibits: (A) Claimant's deposition; (B) Accident Report; (C) Personnel records; and (D) Video from the accident.
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance): SEE DEFENDANTS' NOTICE OF WITNESSES AND WRITTEN MEDICAL REPORTS TO BE SUBMITTED AS DIRECT EVIDENCE AT THE HEARING.
10. Name, address, and specialty, if any, of the treating physician: Prior to the denial of this claim the defendants authorized medical treatment with Dr. Ardan Sayan of McLeod Orthopedics.
11. Impairment rating(s); body part(s); physician and date of opinion: None to the defendants' knowledge.
12. I am amending my Form 50/51 in the following manner: None.

☐ **Mediation**

- ☐ (a) Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ (b) Mediation is required pursuant to Reg. 67-1802.
☐ (c) Mediation is requested by consent of the parties pursuant to Reg. 67-1803.
☐ (d) Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

I certify I have served this document pursuant to R. 67-211 by delivering a copy to: see certificate of service.
I verify the contents of this form are accurate and true to the best of my knowledge.

Signature: 

Email: nhaigler@robinsongray.com

Date of hearing: December 10, 2024

Time needed for hearing: 2 hours

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witness at hearings.

South Carolina Workers' Compensation
Commission
1333 Main Street, Suite 500
Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov



**SUPPLEMENTAL
PRE-HEARING BRIEF**
WCC File No: **2409881**

Claimant's Name: Neval Brunson Employer's Name: Cutter Buyer, LLC
Address: _____ Address: 208 E Plume St.
City: _____ State: _____ Zip: _____ City: Norfolk State: V Zip: 23510
Home Phone: _____ Work Phone: _____ Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: Nicolas L. Haigler, Esquire Preparer's Phone #: 803-929-1400

A claim for workers' compensation benefits is made based on the following grounds:

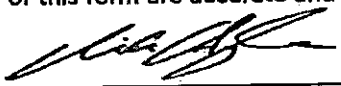
☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: \$TBD 2. AWW: \$TBD - Date of Injury: 07/23/2024
3. Type of injury and body part(s): DENIED: pelvis, hip, back, neck, legs, head, and teeth
4. Facts in controversy: (1) Whether claimant sustained any compensable injuries as pled such that he is entitled to any benefits under the Act; (2) Whether claimant violated specific prohibitions provided by employer such as to remove himself from the course of employment; and (3) Whether claimant's action should be considered horseplay.
5. Legal issues involved: See Number 4, S.C. Code Ann. § § 42-1-160, 42-15-60, 42-9-10 (TTD only); Defendants contend the accident was the result of horseplay and/or the result of the known noncompliance with company policy (Pratt v. Morris Roofing and Wright v. Bi-Lo).
6. Unusual aspects: Defendants reserve the right to move to adjourn or postpone the hearing as scheduled to exercise their due process rights as afforded by law to investigate, cross examine, respond to, or otherwise oppose any evidence as submitted by the claimant.
7. Witnesses (designate if expert):* Defendants may call: Bryan Norton. Defendants reserve the right to call any rebuttal witnesses necessary.
8. Exhibits: (A) Claimant's deposition; (B) Accident Report; (C) Personnel records; (D) Video from the accident; and (E) Xylem Tree Experts Employee Handbook
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance): SEE DEFENDANTS' NOTICE OF WITNESSES AND WRITTEN MEDICAL REPORTS TO BE SUBMITTED AS DIRECT EVIDENCE AT THE HEARING.
10. Name, address, and specialty, if any, of the treating physician: Prior to the denial of this claim the defendants authorized medical treatment with Dr. Ardan Sayan of McLeod Orthopedics.
11. Impairment rating(s); body part(s); physician and date of opinion: None to the defendants' knowledge.
12. I am amending my Form 50/51 in the following manner: None.

☐ **Mediation**

- ☐ (a) Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ (b) Mediation is required pursuant to Reg. 67-1802.
☐ (c) Mediation is requested by consent of the parties pursuant to Reg. 67-1803.
☐ (d) Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

I certify I have served this document pursuant to R. 67-211 by delivering a copy to: see certificate of service.
I verify the contents of this form are accurate and true to the best of my knowledge.

Signature: 

Email: nhaigler@robinsongray.com

Date of hearing: December 10, 2024

Time needed for hearing: 2 hours

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

WCC Form # 58
Revised 9/23

58

**SUPPLEMENTAL
PRE-HEARING BRIEF**

South Carolina Workers' Compensation
Commission
1333 Main Street, Suite 500
Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov



SECOND
SUPPLEMENTAL
PRE-HEARING BRIEF
WCC File No: 2409881

Claimant's Name: Neval Brunson Employer's Name: Cutter Buyer, LLC
Address: _____ Address: 208 E Plume St.
City: _____ State: _____ Zip: _____ City: Norfolk State: VA Zip: 23510
Home Phone: _____ Work Phone: _____ Carrier: Property & Casualty Insurance Company of Hartford
Preparer's Name: Nicolas L. Haigler, Esquire Preparer's Phone #: 803-929-1400

A claim for workers' compensation benefits is made based on the following grounds:

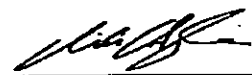
☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: \$504.88 2. AWW: \$757.28 Date of Injury: 07/23/2024
3. Type of injury and body part(s): DENIED: pelvis, hip, back, neck, legs, head, and teeth
4. Facts in controversy: (1) Whether claimant sustained any compensable injuries as pled such that he is entitled to any benefits under the Act; (2) Whether claimant violated specific prohibitions provided by employer such as to remove himself from the course of employment; and (3) Whether claimant's action should be considered horseplay.
5. Legal issues involved: See Number 4. S.C. Code Ann. § § 42-1-160, 42-15-60, 42-9-10 (TTD only); Defendants contend the accident was the result of horseplay and/or the result of the known noncompliance with company policy (Pratt v. Morris Roofing and Wright v. Bi-Lo).
6. Unusual aspects: Defendants reserve the right to move to adjourn or postpone the hearing as scheduled to exercise their due process rights as afforded by law to investigate, cross examine, respond to, or otherwise oppose any evidence as submitted by the claimant.
7. Witnesses (designate if expert):* Defendants may call: Bryan Norton. Defendants reserve the right to call any rebuttal witnesses necessary.
8. Exhibits: (A) Claimant's deposition; (B) Accident Report; (C) Personnel records; (D) Video from the accident; and (E) Xylem Tree Experts Employee Handbook
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance): SEE DEFENDANTS' NOTICE OF WITNESSES AND WRITTEN MEDICAL REPORTS TO BE SUBMITTED AS DIRECT EVIDENCE AT THE HEARING.
10. Name, address, and specialty, if any, of the treating physician: Prior to the denial of this claim the defendants authorized medical treatment with Dr. Ardalan Sayan of McLeod Orthopedics.
11. Impairment rating(s); body part(s); physician and date of opinion: None to the defendants' knowledge.
12. I am amending my Form 50/51 in the following manner: None.

☐ Mediation

- ☐ (a) Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
☐ (b) Mediation is required pursuant to Reg. 67-1802.
☐ (c) Mediation is requested by consent of the parties pursuant to Reg. 67-1803.
☐ (d) Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

I certify I have served this document pursuant to R. 67-211 by delivering a copy to: see certificate of service.
I verify the contents of this form are accurate and true to the best of my knowledge.

Signature: 

Email: nhaigler@robinsongray.com

Date of hearing: December 10, 2024

Time needed for hearing: 2 hours

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

EMS Agency Name: MTC 141 - Medicine
 Alt 2
 At Patient: 07/23/2024 16:09:00
 Prep Complete: 07/23/2024 16:16:00
 Depart/Transport: 07/23/2024 16:18:00
 Arrive Dest: 07/23/2024 16:26:30
 Transfer of Care: 07/23/2024 16:40:00
 In Service: 07/23/2024 17:03:43

Patient Name: Brunson, Nereel

Start Odors:
 Scene Odors:
 Dest. Odors:
 Ending Odors:

Mileage To Scene:
 Mileage To
 Destination:
 Mileage To End:
 Mileage Total:

Other Agencies On Scene

Was Ground Transportation used for the INCIDENT transport of the patient?

Was Ground
 Transportation used
 for the INCIDENT
 transport of the
 patient?

Was Ground
 Transportation used
 to move the patient
 from the INCIDENT
 SCENE/FACILITY to
 the AIRCRAFT?

Was Ground
 Transportation used
 to move the patient
 from the AIRCRAFT
 to the DESTINATION
 FACILITY?

Who Responded

Crew Member	Crew Member Level	Role
Fields, Pamela	Registered Nurse	Primary Patient Caregiver-Transport ; Primary Patient Caregiver-At Scene
Kriven, Timothy	Paramedic	Primary Patient Caregiver-Transport ; Primary Patient Caregiver-At Scene

Primary Impressions: Back Pain

Unit Notified: 07/23/2024 15:42:53
 CAD #: 0220053819A

County CAD Incident Number:

Patient Name: Brunson, Nereel

Date Printed: 07/23/2024 18:05

EMS Agency Name: MTC 101 - Medicare
Alt 2

Patient Name: Brunson, Nival

Narrative

Narrative: L. Requested by Sumter Co EMS for scene response for trauma patient. STOP check completed and flight is accepted. Minimal information obtained in route to scene Rapid, air medical transport is requested to decrease transport time to appropriate trauma center. Ground transport greater than 60 mins air transport 20 min.

C. Fall approximately 5 Feet

H. Flight crew arrives to find patient in care of EMS. Report is that patient fell approximately 5 feet from wood chipper onto concrete, landing on his back and striking his head. +LOC per bystanders.

A. Primary and secondary assessment completed. Patient is

R. Placed on transport monitor (BP, O2 sat, ECG) which is maintained and monitored for changes during transport. IV site patent and healthy in appearance. NS infusing without issues.

T. Loaded into aircraft and secured. Transition to altitude without issues. Monitor remains unchanged. Report called to Richland. No further orders requested or received. Landing at helped without incident. Offloaded and transported to awaiting staff in ED. Bedside report given and patient is left attended.

Initial Assessment

Date/Time of Symptom Onset: 07/23/2024 15:30:56

Complaint Type	Complaint	Duration
Chief (Primary)	Fall	30 Minutes

Primary Symptoms: Pain, Back

Alcohol/Drug Use: None Reported

Initial Patient Acuity: Critical (Red)

Final Patient Acuity: Critical (Red)

Hospital Team Activations

Destination Team Activation Type: No

Barriers to Patient: None Noted

Care:

Cardiac Arrest

Cardiac Arrest: No

Trauma

Possible Injury: Yes

Mechanism of Injury: Blunt

Cause of Injury: Other slipping, tripping and stumbling and falls

Assessment Findings

Assessment

Date/Time of Assessment: 18:10:00

Assessment Findings

07/23/2024 18:10:00		Assessment Findings	
Location	Description	Detailed Findings	
		Details	
Abdomen			
Pelvis	Abruision	Abruisions noted right lower quad and right iliac crest. Generalized pain, non tender to palpation.	
Whole Leg			
Whole Arm			
Back/Spine	Pain	Generalized pain mid/lower back area. No step off or deformity noted per EMS on assessment prior to placing in spinal immobilization.	
Back-General			
Long			

Unit Notified: 07/23/2024 15:30:58

CAD #: 0224065819A

County CAD Incident Number:

Patient Name: Brunson, Nival

Date Printed: 07/23/2024 18:13

DAS Agency Number: MYC 141 - Medicine
Air 2

Patient Name: Brunson, Neval

Normal Findings

Skin: Mental Status: Neurological: Head: Neck:
Abdomen (Generalized, Left Lower Quadrant, Left Upper Quadrant, Periumbilical/Umbilical, Right Lower Quadrant, Right Upper Quadrant, Epigastric);
Whole Leg (Leg-Whole Leg-Left, Leg-Whole Leg-Right); Whole Arm (Arm-Whole Arm and Hand-Left, Arm-Whole Arm and Hand-Right); Lung (Left, Right, Bilateral);

Not Done

Grand Details

Pelvic Exam Details

Abmissions noted right lower quad and right iliac crest. Generalized pain, non tender to palpation.

Respiratory History

Current Medications

Medication

Dosage

Route

Unable to Complete

Medication Allergies

Medication Allergies

No Known Drug Allergy

Medical History: Health Care Personnel: Patient:
Obtained From:

Medical History: Endocrine - Diabetes Type II

Advance Directives: None

Vitals

Time	PTA	Crew	BP	MAP	BP Loc	BP Method	HR	Quality	Pulse Rhythm	HR Method	Resp	SpO2	SpO2 Qualifier
16:11:00	No		147/84	106	Left Arm	Off-Automated	119	Normal	Regular	Electronic Monitor - Cardiac	25	Normal	99
16:16:00	No		135/79	98	Left Arm	Off-Automated	116	Normal	Regular	Electronic Monitor - Cardiac	25	Normal	99
16:21:45	No		137/91	106	Left Arm	Off-Automated	97	Normal	Regular	Electronic Monitor - Cardiac	24	Normal	99
16:25:07	No		129/81	97	Left Arm	Off-Automated	55	Normal	Regular	Electronic Monitor - Cardiac	22	Normal	99
16:30:06	No	Known, Timothy	130/74	93	Left Arm	Off-Automated	94	Normal	Regular	Electronic Monitor - Cardiac	23	Normal	99
16:35:52	No		123/67	86	Left Arm	Off-Automated	91	Normal	Regular	Electronic Monitor - Cardiac	25	Normal	99

Vitals

Time	PTA	Crew	Pain Score	Temp	ECG	ECG Type
16:11:00	No		10 Numeric		Sinus Tachycardia	-4 Lead
16:16:00	No		10 Numeric		Normal Sinus Rhythm	-4 Lead
16:21:45	No		5 Numeric	37.2 No Touch (e.g., infrared)	Normal Sinus Rhythm	-4 Lead
16:25:07	No		5 Numeric		Normal Sinus Rhythm	-4 Lead
16:30:06	No	Known, Timothy	8 Numeric		Normal Sinus Rhythm	-4 Lead
16:35:52	No		5 Numeric		Normal Sinus Rhythm	-4 Lead

Glasgow Coma Score

Time	PTA	Crew	GCS Score	Eye	Verbal	Motor	GCS Qualifier
16:11:00	No		15	4 - Opens Eyes spontaneously	5 - Oriented (>2 Years); Smiles, oriented to sounds, follows objects, interacts	6 - Obeys commands (>2 Years); Appropriate response to stimulation	GCS has legitimate values without interventions
16:16:00	No		15	4 - Opens Eyes spontaneously	5 - Oriented (>2 Years); Smiles, oriented to sounds, follows objects, interacts	6 - Obeys commands (>2 Years); Appropriate response to stimulation	GCS has legitimate values without interventions
16:21:45	No		15	4 - Opens Eyes spontaneously	5 - Oriented (>2 Years); Smiles, oriented to sounds, follows objects, interacts	6 - Obeys commands (>2 Years); Appropriate response to stimulation	GCS has legitimate values without interventions
16:25:07	No		15	4 - Opens Eyes spontaneously	5 - Oriented (>2 Years); Smiles, oriented to sounds, follows objects, interacts	6 - Obeys commands (>2 Years); Appropriate response to stimulation	GCS has legitimate values without interventions
16:30:06	No	Known, Timothy	15	4 - Opens Eyes spontaneously	5 - Oriented (>2 Years); Smiles, oriented to sounds, follows objects, interacts	6 - Obeys commands (>2 Years); Appropriate response to stimulation	GCS has legitimate values without interventions
16:35:52	No		15	4 - Opens Eyes spontaneously	5 - Oriented (>2 Years); Smiles, oriented to sounds, follows objects, interacts	6 - Obeys commands (>2 Years); Appropriate response to stimulation	GCS has legitimate values without interventions

Revised Trauma Score

Date/Time Vital Signs Taken	Revised Trauma Score
16:11:00	12
16:16:00	12
16:21:45	12
16:25:07	12
16:30:06	12

Unit Notified: 07/20/2024 15:43:58

Patient Name: Brunson, Neval

Date Printed: 07/23/2024 16:45

CAD #: 0224065819A

County CAD Incident Number:

EMS Agency Name: MTC141 - MedStar
AR2
163552

Patient Name: Brunson, Nival
12

Vitals

Trauma

Medications

Time	PTA	Crew	Med	Dosage	Route	Add Volume vs (mL)	Response Medication Dose Verified	Medication Authorization	Complication	Role/Type of Person Administering Medication
16:11:00	No	Other, Healthcare Provider	Normal saline	200 Milliliters per Hour (mL/hr)	Intravenous (IV)		Improved	Protocol (Standing Non-Order)		
16:11:00	No	Fields, Pamela	Fentanyl	100 Micrograms (mcg)	Intravenous (IV)		Unchanged	Protocol (Standing Non-Order)		Registered Nurse
16:12:00	No	Fields, Pamela	Ondansetron	4 Milligrams (mg)	Intravenous (IV)		Improved	Protocol (Standing Non-Order)		Registered Nurse
16:19:27	No	Kirven, Timothy	Morphine	5 Milligrams (mg)	Intravenous (IV)	10 mg 1 s (IV)	Improved	Protocol (Standing Non-Order)		Paramedic
16:25:08	No	Fields, Pamela	Acetaminophen	1 Gram (gm)	Intravenous (IV)	1 gm 100 s (IV)	Improved	Protocol (Standing Non-Order)		Registered Nurse
16:35:37	No	Kirven, Timothy	Morphine	5 Micrograms (mcg)	Intravenous (IV)		Improved	Protocol (Standing Non-Order)		Paramedic

Medications

Time	PTA	Crew	Comments
16:11:00	No	Fields, Pamela	Diluted and given slow IVP via NS line.
16:19:27	No	Kirven, Timothy	Diluted and given slow IVP via NS line
16:25:08	No	Fields, Pamela	Infused without reaction or issues.

Medication Time Out (including patient rights) practiced For Yes
all medication administration:

Procedural Time Out N/A
performed for all
procedures: correct
pt, correct site,
agree procedure
needs list

Procedures

Time	PTA	Crew	Procedure	Vascular Access Location	Size of Equipment	Attempts	Response	Success
Yes	Other, Healthcare Provider		Venous Access - Monitoring Existing IV	Antecubital-Right	16	1	Improved	Yes
Yes	Other, Healthcare Provider		Venous Access - Monitoring Existing IV	Antecubital-Left	20	1	Improved	Yes

Controlled Substances

Who will be the EMS Crew
signature for the
Controlled
Substance Worksheet?

Controlled Substances

Controlled Substance Medication Name	Controlled Substance Amount Dosed	Controlled Substance Amount Administered	Controlled Substance Amount Wasted	Crew Initial #1 Name	Crew Initial #2 Name	Crew Initial #1 License ID #	Crew Initial #2 License ID #
Morphine	mg	10	0	Pamela Fields	Timothy Kirven		
Fentanyl	mcg	100	0	Pamela Fields	Timothy Kirven		

Fluid Intake and Output

Intake

IV Fluids Running: 0

IV Fluids Transports: 200

Total Fluids In: 200

Output

Transport Information

Flight Information

Flight Info Date	Altitude	Ambient Temp C
16:26:00		26.11

High Cable: No mitigation

Low Cable: No mitigation

Unit Notified: 07/23/2024 15:43:59

Patient Name: Brunson, Nival

Date Printed: 07/23/2024 15:45

CAD #: 0224965819A

County CAD Incident
Number:

EMS Agency Name: MTC191 - Medicine Air 2		Patient Name: Brunson, Neval		
Temperature Mitigation:		Temperature Mitigation:		
Exposure:				
EMS Professional (Crew Member) ID	Personal Protective Equipment Used	Suspected EMS Work Related Exposure, Injury, or Death		
Fields, Pamela	Gloves	No		
Kiven, Timothy	Gloves	No		
Patient Transport/Transfering:				
Patient Moved to Aircraft/Ambulance: Backboard; Stretcher				
Patient's Position in Transport: Supine				
Patient Moved From Aircraft/Ambulance: Stretcher				
Patient Belongings: Clothing				
Patient Belongings - At Destination with Patient: Left Wrist				
Insurance Information:				
Payments: No Insurance Identified		Work Related: Yes		
Time Notes:				
Time	PTA	Crew	Time Notes	
1821:45	No		No longer moaning in pain. Easily awakened. Continues to have pain "in my back"	
1825:07	No		Monitor unchanged. Remains alert and oriented. Report called to Richmond.	
1832:06	No	Kiven, Timothy	Increasing pain. Medication in prep for loading and breaking across rough parking lot.	
Timeline:				
Timeline:	Time	Type	Details	Crew Member
	07/23/2024 15:07:56	Symptom onset		
	07/23/2024 15:43:00	PSAP Call		
	07/23/2024 15:43:00	Dispatch Notified		
	07/23/2024 15:43:53	Unit Notified by Dispatch		
	07/23/2024 16:02:57	Dispatch Acknowledged		
	07/23/2024 16:02:57	Unit En Route		
	07/23/2024 16:04:47	Scene: Reason for Air Medical Transport (02/2024) - Worksheet		
	07/23/2024 16:07:56	Unit Arrived on Scene		
	07/23/2024 16:08:08	Authorized Representative (B/C) Ambulance Billing Authorization Form (Revision date 12/2/2022) - Worksheet		
	07/23/2024 16:09:00	Vitals	PTA: No LOC Alert	Fields, Pamela
	07/23/2024 16:09:00	Arrived at Patient		
	07/23/2024 16:10:00	Exam		Fields, Pamela
	07/23/2024 16:11:00	Vitals	EP: 147/94 Method of BP: Cuff-Automated Limbs: Left Arm Pulse: 119 Pulse Rate Method: Electronic Monitor - Cardiac Rhythm: Regular Cardiac Rhythm: Sinus Tachycardia Rate: 26 Effort: Normal SpO2: 99 SpO2 Quest: Low Concentration O2 (1-6 LPM) GCS Eye: 4 - Opens Eyes spontaneously GCS Verbal: 5 - Oriented (1-2 Years) Smiles, oriented to sounds, follows objects, obeys GCS Motor: 6 - Obeys commands (1-2 Years) Appropriate response to stimulation GCS Qualifier: GCS has legitimate values without interventions GCS Total: 15 Pals: 10 PTA: No ECG Type: 4 Lead Method of ECG Interpretation: Manual Interpretation Mean Arterial Pressure: 105 Pain Scale Type: Numeric RTS: 12	
	07/23/2024 16:11:00	Fentanyl	Dosage: 100 Micrograms (mcg) Route: Intravenous (IV) Response: Unchanged PTA: No Comments: Dilated and glassy slms NP via NS line.	Fields, Pamela
	07/23/2024 16:12:00	Ondansetron	Dosage: 4 Milligrams (mg) Route: Intravenous (IV) Response: Improved PTA: No	Fields, Pamela
	07/23/2024 16:16:00	Vitals	EP: 135/79 Method of BP: Cuff-Automated Limbs: Left Arm Pulse: 116 Pulse Rate Method: Electronic Monitor - Cardiac Rhythm: Regular Cardiac Rhythm: Normal Sinus Rhythm Rate: 25 Effort: Normal SpO2: 99 SpO2 Quest: Low Concentration O2 (1-6 LPM) GCS Eye: 4 - Opens Eyes spontaneously GCS Verbal: 5 - Oriented (1-2 Years) Smiles, oriented to sounds, follows objects, obeys GCS Motor: 6 - Obeys commands (1-2 Years) Appropriate response to stimulation GCS Qualifier: GCS has legitimate values without interventions GCS Total: 15 Pals: 10 PTA: No ECG Type: 4 Lead Method of ECG Interpretation: Manual Interpretation Mean Arterial Pressure: 90 Pain Scale Type: Numeric RTS: 12	
	07/23/2024 16:16:00	Depart Bedside		
	07/23/2024 16:18:00	Unit Left Scene		
Unit Notified:	07/23/2024 15:43:58	County CAD Incident Number:	0224045819A	
Dispatch Name:	Brunson, Neval	Date Printed:	07/23/2024 18:43	

EMS Agency Name: MTC 141 - Medway Air 2	Patient Name: Brunson, Naval	
07/23/2024 16:19:27 Morphine	Dosage: 5 MG Signs (mg) Route: Intravenous (IV) Response: Improved PTAs: No Comments: Diluted and given slow IV No NS line	Kirven, Timothy
07/23/2024 16:21:45 Vitals	BP: 137/91 Method of BP: Cuff-Automated Limb: Left Arm Pulse: 97 Pulse Rate Method: Electronic Monitor - Cardiac Rhythm: Regular Cardiac Rhythm: Normal Sinus Rhythm Resp: 24 Effort: Normal SPO2: 99 SPO2 Qual: Low Concentration O2 (1-6 LPM) GCS Eyes: 4 - Opens Eyes spontaneously GCS Verbal: 5 - Oriented (>2 Years) Smiles, oriented to sounds, follows objects, interacts GCS Motor: 6 - Obeys commands (>2 Years) Appropriate response to stimulation GCS Qualifier: GCS has legitimate values without interventions GCS Total: 15 Pals: 5 PTAs: No ECG Type: 4 Lead Method of ECG Interpretation: Computer Interpretation Mean Arterial Pressure: 106 Temperature: 37.2°C/99.0°F Temperature Method: No Touch (e.g., Infrared) Pain Scale Type: Numeric RTS: 12	
07/23/2024 16:25:07 Vitals	BP: 129/81 Method of BP: Cuff-Automated Limb: Left Arm Pulse: 95 Pulse Rate Method: Electronic Monitor - Cardiac Rhythm: Regular Cardiac Rhythm: Normal Sinus Rhythm Resp: 22 Effort: Normal SPO2: 99 SPO2 Qual: Low Concentration O2 (1-6 LPM) GCS Eyes: 4 - Opens Eyes spontaneously GCS Verbal: 5 - Oriented (>2 Years) Smiles, oriented to sounds, follows objects, interacts GCS Motor: 6 - Obeys commands (>2 Years) Appropriate response to stimulation GCS Qualifier: GCS has legitimate values without interventions GCS Total: 15 Pals: 5 PTAs: No ECG Type: 4 Lead Method of ECG Interpretation: Computer Interpretation Mean Arterial Pressure: 97 Pain Scale Type: Numeric RTS: 12	
07/23/2024 16:25:00 Acetaminophen	Dosage: 1 Gram (g) Route: Intravenous (IV) Response: Improved PTAs: No Comments: Infused without reaction or issues	Fields, Pamela
07/23/2024 16:26:50 Flight Information		
07/23/2024 16:30:00 Vitals	BP: 124/74 Method of BP: Cuff-Automated Limb: Left Arm Pulse: 94 Pulse Rate Method: Electronic Monitor - Cardiac Rhythm: Regular Cardiac Rhythm: Normal Sinus Rhythm Resp: 21 Effort: Normal SPO2: 99 SPO2 Qual: Low Concentration O2 (1-6 LPM) GCS Eyes: 4 - Opens Eyes spontaneously GCS Verbal: 5 - Oriented (>2 Years) Smiles, oriented to sounds, follows objects, interacts GCS Motor: 6 - Obeys commands (>2 Years) Appropriate response to stimulation GCS Qualifier: GCS has legitimate values without interventions GCS Total: 15 Pals: 5 PTAs: No ECG Type: 4 Lead Method of ECG Interpretation: Computer Interpretation Mean Arterial Pressure: 93 Pain Scale Type: Numeric RTS: 12	Kirven, Timothy
07/23/2024 16:33:37 Morphine	Dosage: 5 Micrograms (mcg) Route: Intravenous (IV) Response: Improved PTAs: No	Kirven, Timothy
07/23/2024 16:35:52 Vitals	BP: 123/67 Method of BP: Cuff-Automated Limb: Left Arm Pulse: 91 Pulse Rate Method: Electronic Monitor - Cardiac Rhythm: Regular Cardiac Rhythm: Normal Sinus Rhythm Resp: 25 Effort: Normal SPO2: 99 SPO2 Qual: Low Concentration O2 (1-6 LPM) GCS Eyes: 4 - Opens Eyes spontaneously GCS Verbal: 5 - Oriented (>2 Years) Smiles, oriented to sounds, follows objects, interacts GCS Motor: 6 - Obeys commands (>2 Years) Appropriate response to stimulation GCS Qualifier: GCS has legitimate values without interventions GCS Total: 15 Pals: 5 PTAs: No ECG Type: 4 Lead Method of ECG Interpretation: Computer Interpretation Mean Arterial Pressure: 86 Pain Scale Type: Numeric RTS: 12	
07/23/2024 16:36:30 Patient Arrived at Destination		
07/23/2024 16:40:00 Destination Patient Transfer of Care Signature	Type: Healthcare Provider Reason: Transfer of Patient Care; Patient Belongings (Receipt) Name: JRN, Alice	
07/23/2024 17:03:43 Unit Back In Service		
07/23/2024 17:52:07 Signature	Type: Crew Member Reason: EMS Provider; Crewmember Signature Name: Fields, Pamela	Fields, Pamela
07/23/2024 18:00:19 Signature	Type: Crew Member Reason: EMS Provider; Crewmember Signature Name: Kirven, Timothy	Kirven, Timothy
→ External Record Number	Pre-Arrival Alert or Activation: No	
→ Hospital Team Activations	Size: 20 No. of Attempts: 1 Response: Improved Success: Yes	Other, Healthcare Provider
→ Venous Access - Monitoring Existing IV	Size: 16 No. of Attempts: 1 Response: Improved Success: Yes	Other, Healthcare Provider
→ Venous Access - Monitoring Existing IV	Dosage: 200 MBStress per Hour (ml/hr) Route: Intravenous (IV) Response: Improved PTAs: Yes	Other, Healthcare Provider
→ Normal saline		

Type of Person Signing: Healthcare Provider	Type of Person Signing: Crew Member
Signature Reason: Transfer of Patient Care; Patient Belongings (Receipt)	Signature Reason: EMS Provider; Crewmember Signature
Paragraph Text:	Paragraph Text:
Status:	I do hereby attest that this information is true, accurate and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may subject me to administrative, civil, or criminal liability.
Signature Graphic:	

Unit Modified: 07/23/2024 15:43:58

CAD #: 0224065819A

County CAD Incident Number

Patient Name: Brunson, Naval

Date Printed: 07/23/2024 18:45

EMS Agency Name: MTC 141 - Mediant
Air 2

Patient Name: Brunson, Nereal



Status:

Signature Graphic:



Printed Name: Alexis J RN

Signature Date: 07/23/2024 16:55:49

Printed Name: Pamela Fields

Signature Date: 07/23/2024 17:52:07

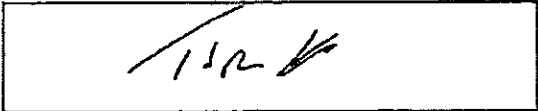
Type of Person Signing: Crew Member

Signature Reason: EMS Provider, Crewmember Signature

Paragraph Text:
I do hereby attest that this information is true, accurate and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may subject me to administrative, civil, or criminal liability.

Status:

Signature Graphic:



Printed Name: Timothy Given

Signature Date: 07/23/2024 18:50:19

Link Notified: 07/23/2024 18:43:54

CAD #: 0224065819A

County CAD Incident
Number:

Patient Name: Brunson, Nereal

Date Printed: 07/23/2024 18:43

PRISMA HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, DC: 8/2/2024

7/23/2024 ED to Hosp Admission (Discharged in RH 7E (confirmed))

Medication List (continued)

Refill: No refills remaining

Stopped in Visit

None

ED Provider Note

ED Provider Notes by Shields, Caleb Mark, MD at 7/23/2024 16:55

Author: Shields, Caleb Mark, MD

Service: Emergency Medicine

Author Type: Resident Physician

Filed: 7/23/2024 8:58 PM

Date of Service: 7/23/2024 4:55 PM

Status: Attended

Editor: Shields, Caleb Mark, MD (Resident Physician)

Cosigner: Stratton, Amanda Jane, MD at 7/23/2024 9:06 PM

Attestation signed by Stratton, Amanda Jane, MD at 7/23/2024 9:06 PM

Attending Attestation

I was present with the resident in the ED for the history and physical of the patient and supervised any procedures on the date of the encounter. I have reviewed the notes, assessments, and agree with the documentation of Neval Brunson, Amanda Jane Stratton, MD

PRISMA HEALTH

Department of Emergency Medicine^[CS:17]
Caleb Mark Shields, MD
7/23/2024^[CS:27]

Patient Name:^[CS:17] Neval Brunson^[CS:27]

MRN:^[CS:17] 977402133^[CS:27]

History of Present Illness

Chief Complaint:^[CS:17] Fall^[CS:27]

History obtained from:^[CS:17] the patient and EMS^[CS:3M]

Neval Brunson^[CS:27] is a(n)^[CS:17] 53 y.o. male^[CS:27] who presents to the ED for evaluation of^[CS:17] fall. Patient was reportedly at work where he works as an arborist. Patient was reportedly on top of a wood chipper and fell approximately 5 to 6 feet. He landed on his back. He reports significant pain to the posterior aspect of his head, he reports mid back pain, reports right lower extremity pain. Patient is unable to recall the events leading up to the fall and endorses loss of consciousness. EMS was called and patient was airlifted to the hospital. He arrives with cervical collar in place. Vital signs stable and route. Blood glucose normal and route. Patient was given 10 of morphine and 100 of fentanyl prior to arrival. Patient denies any past medical history other than diabetes. He denies any blood thinner use. Patient endorses right lower extremity numbness on arrival.^[CS:3M]

History

Post Medical History^[CS:17]

No past medical history on file.^[CS:27]

Medications^[CS:17]

No current outpatient medications^[CS:27]

Surgical History^[CS:17]

No past surgical history on file.^[CS:27]

Generated by 189191 at 9/18/24 8:12 AM

Page 4

07/24/2024 ED to Home-Admission (Discharged to PH) F (continued)

ED Provider Note (continued)

Physical Exam:

Vitals [CS17]

Vitals:

	07/23/24 1838	07/23/24 1745	07/23/24 1748	07/23/24 1815
BP:	130/73	8) 148/57		128/80
Pulse:	60	83	88	77
Resp:	(I) 23	17	(I) 25	16
Temp:	97.3 °F (36.3 °C)			
TempSite:	Oral			
SpO2:	94%			94% [CS27]

General: awake, alert, oriented, in no acute distress

Neurologic: alert, oriented, normal speech, cranial nerves intact, normal strength in RUE and LLE, decreased strength in RLE, normal sensation in RUE and LLE, decreased sensation to light touch in RLE
HEENT: normocephalic, posterior occipital hematoma, PERRLA, EOMI, posterior pharynx normal, mucous membranes moist, midface stable, TM normal without hemotympanum, no raccoon eyes or battle sign
Neck: supple, no adenopathy, no midline spinal tenderness
Back: no tenderness to palpation, no step offs or deformity, no obvious external signs of trauma
Lungs: clear to auscultation and unlabeled breathing, equal breath sounds bilaterally, no wheezing, rhonchi, or rales
Heart: regular rate and rhythm, no murmurs, gallops, or rubs, normal capillary refill
Abdomen: soft, non-tender, non-distended, no rebound or guarding, bruising to anterior abdominal wall
Musculoskeletal: no joint swelling or tenderness noted, no deformities
Skin: 4 cm laceration to posterior scalp overlying hematoma [CS34]

Medical Decision Making

Patient presents to the ED for evaluation of [CS17] fall. Patient was reportedly at work where he works as an arborist. Patient was reportedly on top of a wood chipper and fell approximately 5 to 6 feet. He landed on his back. He reports significant pain to the posterior aspect of his head, he reports mid back pain, reports right lower extremity pain. Patient is unable to recall the events leading up to the fall and endorses loss of consciousness. EMS was called and patient was airlifted to the hospital. He arrives with cervical collar in place. Vital signs stable and route. Blood glucose normal and route. Patient was given 10 of morphine and 100 of fentanyl prior to arrival. Patient denies any past medical history other than diabetes. He denies any blood thinner use. Patient endorses right lower extremity numbness on arrival.

On physical exam patient has posterior scalp hematoma and laceration. He has no tenderness to palpation, step-offs, or deformities of the cervical, thoracic, or lumbar spine despite his reported pain. He has decreased sensation over the right lower extremity and decreased strength in right lower extremity. He has obvious bruising over the abdominal wall but no tenderness. [CS34]

In this multi-trauma patient I considered pathology such as intracranial injury including hemorrhage or stroke, spinal cord or peripheral nerve injury, intrathoracic trauma such as hemothorax / pneumothorax, lung contusion, blunt cardiac injury or aortic injury, crush injury, solid or hollow viscus injury, genitourinary injury, fracture or dislocation, or soft tissue injury such as contusion, strain or sprain. [CS37]

Given the patient's focal neurologic deficit have high suspicion for possible spinal injury. CT of the head, cervical spine, chest abdomen and pelvis were obtained for evaluation of traumatic injury. CBC, CMP, PT, PTT, INR, EKG were obtained for evaluation of this patient's condition. He was given IV pain medications and tolerated them well. [CS34]

The patient's chronic medical conditions [CS17] did [CS34] affect my therapeutic decisions and prior external records [CS17] were not reviewed [CS34].

PRISMA HEALTH

RH7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, DJC: 8/2/2024

6/23/2024 - ED to Hosp Admission (Discharged to RH7E (continued))

ED Provider Note (continued)

Encounter Orders

Labs, imaging and medications ordered as below. (CS:11)

Orders Placed This Encounter

Procedures

- CT Head w/o Contrast
- CT Cervical Spine w/o Contrast
- CT chest abdomen pelvis with contrast
- CBC w/Differential
- Comprehensive Metabolic Panel (CMP)
- Partial Thromboplastin Time
- PT Prothrombin Time with INR
- Glasgow Coma Scale
- Continuous Pulse Oximetry if patient is receiving IV analgesics
- Place the patient in gown
- ECG 12 Lead
- Initiate Peripheral Intravenous (IV) Protocol (Excluding Midline Catheters) (CS:27)

Labs ordered in this encounter were reviewed and compared to prior laboratory values when available for changes from baseline values. Results from this encounter were reviewed and are below. (CS:17)

Labs Reviewed

CBC WITH DIFFERENTIAL - Abnormal; Notable for the following components:

Result	Value
Neutrophils, Abs	5.50 (*)
Eosinophils, Abs	0.03 (*)
Immature Granulocytes,	0.13 (*)
Abs	
All other components within normal limits	

COMPREHENSIVE METABOLIC PANEL (CMP) -

Abnormal; Notable for the following components:

Creatinine	1.41 (*)
AST	79 (*)
ALT	74 (*)

All other components within normal limits

Narrative:

Fasting Glucose:

Impaired Fasting 100 - 125 mg/dL

Diagnostic of Diabetes Mellitus ≥ 126 mg/dL

Random Glucose:

Reference: 70 - 139 mg/dL

Diagnostic of Diabetes Mellitus ≥ 200 mg/dL

PTT PARTIAL THROMBOPLASTIN TIME - Normal

PROTHROMBIN TIME - Normal

Narrative:

Use of INR recommended only for patients on stable, long term oral anticoagulation.

Recommended ranges are:

Prevention/treatment of venous thromboembolism or stroke prevention in Atrial Fibrillation, or Mechanical heart valve prostheses = 2.0 - 3.0 (CS:27)

Imaging reviewed (CS:17)

CT Chest abdomen pelvis with contrast

Final Result

Generated by 189181 at 9/18/24 8:12 AM

Page 6

7/23/2024 ED to H&A - Acute Trauma (Diagnosed in RH 7E) (continued)

ED Provider Note (continued)

Encounter Orders

1. Findings concerning for bony avulsion injury involving the right anterior iliac spine with associated edema and soft tissue swelling in this vicinity.

2. No other acute or traumatic CT findings of the chest, abdomen, or pelvis.

CONTRAST: ICHEXOL 350 MG IODINE/ML
INTRAVENOUS SOLUTION 100ml

All CT scans are performed using radiation dose reduction techniques. Technical factors are evaluated and adjusted to ensure appropriate moderation of exposure. Automated dose management technology is applied to adjust the radiation dose to minimize exposure while achieving a diagnostic-quality image.

Signed by: 7/23/2024 8:03 PM: Bull MD, Douglas

CT Cervical Spine w/Contrast
Final Result

No acute cervical spine CT findings. Mild degenerative changes.

All CT scans are performed using radiation dose reduction techniques. Technical factors are evaluated and adjusted to ensure appropriate moderation of exposure. Automated dose management technology is applied to adjust the radiation dose to minimize exposure while achieving a diagnostic-quality image.

Signed by: 7/23/2024 7:53 PM: Bull MD, Douglas

CT Head w/Contrast
Final Result

No active or acute head CT findings.

All CT scans are performed using radiation dose reduction techniques. Technical factors are evaluated and adjusted to ensure appropriate moderation of exposure. Automated dose management technology is applied to adjust the radiation dose to minimize exposure while achieving a diagnostic-quality image.

Signed by: 7/23/2024 7:54 PM: Bull MD, Douglas (CS27)

Generated by 189181 at 9/18/24 8:12 AM

Page 7

PRISMA HEALTH

RH7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 877402133, DOB: 4/28/1971, Legal Sex M
Adm: 7/23/2024, D/C: 8/2/2024

7/23/2024 - ED to Hosp Admission / Discharged to RH7E (continued)

ED Provider Note (continued)

Encounter Orders

Treatment and medications given this encounter include: [CS:17]
Medications:
Fentanyl (SUBLIMAZE) Injection 25 mcg (25 mcg
Intravenous Given 7/23/24 2001)
Lidocaine-tacipinop-tetracaine (L.E.T.) 4-0.05-0.5 %
Topical gel (has no administration in time range)
Tdap (BOOSTRIX) Injection 0.5 mL (0.5 mL
Intramuscular Given 7/23/24 1743)
Lactated ringers bolus 1,000 mL (1,000 mL Intravenous
New Bag 7/23/24 1841)
Iohexol (OMNIPAQUE) 350 mg iodine/mL Injection 100
mL (100 mL Intravenous Given 7/23/24 1948)
Fentanyl (SUBLIMAZE) Injection 75 mcg (75 mcg
Intravenous Given 7/23/24 2052) [CS:27]

EKG

EKG has been performed, and was interpreted by myself. Interpretation: NSR, no acute
ischemic changes, normal intervals. [CS:34]

POCUS Procedures

Clinical Decision Tools [CS:17]

none [CS:34]

Consults

Patient was discussed with other providers [CS:31] No [CS:34]

ED Course

Patient was seen and evaluated by myself with attending present for clinical oversight. History,
physical, objective evaluation and medical decision making as above. [CS:17]

ED Course as of 7/23/24 2058: [CS:17] [CS:34]

(Tue Jul 23, 2024)

1829 WBC: 7.8 [CS]
1829 Hemoglobin: 13.7 [CS]
1829 Creatinine, Serum(1): 1.41 [CS]
1959 CT Head w/o Contrast [TP]
1959 CT Cervical Spine w/o Contrast [TP]
2021 CT Head w/o Contrast
IMPRESSION: No active or acute head CT
findings. [CS]
2022 CT Cervical Spine w/o Contrast
IMPRESSION:
No acute cervical spine CT findings. Mild
degenerative changes.
[CS]
2022 CT chest abdomen pelvis with contrast
1. Findings concerning for bony avulsion injury
involving the right anterior iliac spine with
associated edema and soft tissue swelling in this
vicinity.

2. No other acute or traumatic CT findings of the
chest, abdomen, or pelvis.

Generated by 189191 at 9/18/24 8:12 AM

Page 8

7/23/2024 ED Follow-Up Admission (Discharged) in RH 7E (continued)

ED Provider Note (continued)

ED Course

[CS]
2025 Orthopedic surgery consulted at this time. [TP]

ED Course User Index

[CS] Shields, Caleb Mark, MD
[TP] Patel, Tarak Vipul, MD

Clinical Impressions as of 7/23/24 2058
Blunt trauma [CS2T]

Patient was reevaluated. The results and disposition were discussed.

Disposition: [CS1T]

Case Transferred: The patient was turned over to the oncoming resident/PA and attending [CS3M]

New Prescriptions:

No medications on file [CS2T]

Electronically signed by Shields, Caleb Mark, MD at 7/23/2024 8:58 PM
Electronically signed by Stratton, Amanda Jane, MD at 7/23/2024 8:08 PM

Attribution Key

CS.1 - Shields, Caleb Mark, MD on 7/23/2024 4:55 PM
CS.2 - Shields, Caleb Mark, MD on 7/23/2024 8:58 PM
CS.3 - Shields, Caleb Mark, MD on 7/23/2024 8:41 PM
M - Manual, T - Template

ED Provider Notes by Patel, Tarak Vipul, MD at 7/23/2024 1630

Author: Patel, Tarak Vipul, MD	Service: Emergency Medicine	Author Type: Physician
Filed: 7/24/2024 2:40 AM	Date of Service: 7/23/2024 7:30 PM	Status: Attested
Editor: Patel, Tarak Vipul, MD (Physician)		Co-signer: Stratton, Amanda Jane, MD at 7/24/2024 10:57 PM

Attestation signed by Stratton, Amanda Jane, MD at 7/24/2024 10:57 PM

Attending Attestation

I was present with the resident in the ED for the history and physical of the patient and supervised any procedures on the date of the encounter. I have reviewed the notes, assessments, and agree with the documentation of Neval Brunson.
Amanda Jane Stratton, MD

PRISMA
HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, DIC: 8/2/2024

07/23/2024 15:05:15: ED Course User Index (continued) [TP.17]

ED Provider Note (continued)

outstanding laboratory and radiologic evaluations, as well as management prior to my assumption of patient care. In brief, this is a (TP.17) 53 y.o. male (TP.27) who presented today for evaluation of (TP.17) fall from approximately 5 feet off which occurred. Landed on his back and there was positive loss of consciousness. (TP.24)

At the time of checkout, the following parts of the workup were pending: (TP.17)
Imaging (TP.24)

ED Course as of 07/24/2024 07:24:01

Tue Jul 23, 2024

- 1929 WBC: 7.8 [CS]
1929 Hemoglobin: 13.7 [CS]
1929 Creatinine, Serum(I): 1.41 [CS]
1959 CT Head w/o Contrast [TP]
1959 CT Cervical Spine w/o Contrast [TP]
2021 CT Head w/o Contrast
IMPRESSION: No acute or acute head CT findings. [CS]
2022 CT Cervical Spine w/o Contrast
IMPRESSION:
No acute cervical spine CT findings. Mild degenerative changes. [CS]
2022 CT chest/abdomen/pelvis with contrast
1. Findings concerning for bony avulsion injury involving the right anterior iliac spine with associated edema and soft tissue swelling in this vicinity.
2. No other acute or traumatic CT findings of the chest, abdomen, or pelvis. [CS]
2035 Orthopedic surgery consulted at this time. [TP]
2107 At this time neurosurgery be consulted due to the right leg numbness as well as sacral fracture. [TP]

Wed Jul 24, 2024

- 0058 MRI Lumbar Spine without Contrast [TP]
0058 MRI Sacrum without contrast
Will reach back out to neurosurgery at this time. [TP]

ED Course User Index

[CS] Shields, Caleb Mark, MD
[TP] Patel, Terak Vipul, MD

Blunt Trauma (TP.27)

Blunt trauma (TP.27)

Consults (TP.17)

Yes, Neurosurgery, Orthopedics, and Trauma (TP.34)

Impression (TP.17)

1. Blunt trauma (TP.27)

Disposition (TP.17)

Admit: The decision to elevate care was made and plan is for admission to the hospital. (TP.24)

Generated by 188191 at 8/18/24 8:12 AM

Page 10

PRISMA HEALTH

RH7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

07/23/2024 - ED to Hosp Admission (Discharged) in RH7E (continued)

ED Care Timeline (continued)

15:29:37	Charting Complete	Pou, Ariana, RN
16:29:37	Patient admitted	Samuel, Sheri
15:29:37	Orders Completed Admit inpatient	Samuel, Sheri
15:29:37	Charting Complete	Patel, Tarak Vipul, MD
15:29:37	Charting Complete	Robinson, Spencer F, DO
15:29:37	Charting Complete	Shields, Caleb Mark, MD
15:29:37	Charting Complete	O'Connor, Joshua, RN
15:30	Sepsis Predictability Other flowsheet entries Deterioration Index IPA: 28.4	Sepsiscore, Background User

H&P Notes

H&P by Maccou, Elana Constanza, MD at 7/23/2024 21:55

Author: Maccou, Elana Constanza, MD
Filed: 7/24/2024 3:42 AM
Editor: Maccou, Elana Constanza, MD (Resident Physician)

Service: Trauma Surgery
Date of Service: 7/23/2024 8:55 PM

Author Type: Resident Physician
Status: Signed
Cosigner: Hessey, Jacob Andrew, MD at 7/24/2024 8:19 PM



Basic Information	
Providers:	
Attending: (EM.TT)	Dr. Jacob Hessey (EM.2M)
Senior Resident/APP: (EM.TT)	Hoffman (EM.2M)
Junior Resident/APP: (EM.TT)	Maccou (EM.2M)
Trauma Type:	
Transportation: (EM.TT)	Helicopter (EM.2M)
History Limitation: (EM.TT)	None (EM.2M)
History of present illness: (EM.TT) Patient is a 53-year-old male who fell off a wood chipper onto his back hitting the back of his head on the ground. Positive LOC, negative anticoagulation. (EM.2M)	
Legal Name (if available):	
DOB:	

Pre-Hospital / ED Arrival	
Date of Injury:	07/23/2024

Generated by 189191 at 8/18/24 8:12 AM

Page 53

PRISMA HEALTH

RH7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

07/23/2024 ED to Hosp Admission (Discharged) In RH 7E (continued)

H&P Notes (continued)

Time of Arrival: ^(EM.1T)	1643 ^(EM.2M)		
Mechanism of Injury: ^(EM.1T)	Fall from 6 feet ^(EM.2M)		
Injury: ^(EM.1T)	Head, Sacrum ^(EM.2M)		
Pre-Hospital Vitals:			
	Blood Pressure: ^(EM.1T) 130/73 ^(EM.2M)	Pulse: ^(EM.1T) 90 ^(EM.2M)	RR: ^(EM.1T) 23 ^(EM.2M)
	Pre-hospital GCS: ^(EM.1T) Not recorded ^(EM.2M)	Pre hospital O2 Sat: ^(EM.1T) 97% ^(EM.2M)	
Treatment:			
	Cervical Collar ^(EM.1T)	No ^(EM.2M)	
	Spinal Immobilization ^(EM.1T)	Unknown ^(EM.2M)	
	Oxygen Therapy ^(EM.1T)	Room Air ^(EM.2M)	
	Fluids ^(EM.1T)	not documented ^(EM.2M)	
	Pre-hospital intubation ^(EM.1T)	No ^(EM.2M)	
	Additional Interventions ^(EM.1T)		
	None ^(EM.2M)		
Additional Notes:			

Primary Survey		
Airway ^(EM.1T)	Patent and Talking ^(EM.2M)	
Breathing ^(EM.1T)	Unlabored	Room Air ^(EM.2M)
Circulation		
Carotid		
Right ^(EM.1T)	2+ ^(EM.2M)	Notes:
Left ^(EM.1T)	2+ ^(EM.2M)	Notes:
Radial		
Right ^(EM.1T)	2+ ^(EM.2M)	Notes:
Left ^(EM.1T)	2+ ^(EM.2M)	Notes:
Femoral		
Right ^(EM.1T)	2+ ^(EM.2M)	Notes:
Left ^(EM.1T)	2+ ^(EM.2M)	Notes:
Dorsalis Pedis		
Right ^(EM.1T)	2+ ^(EM.2M)	Notes:
Left ^(EM.1T)	2+ ^(EM.2M)	Notes:
Brachial (Peds)		
Right		Notes:
Left		Notes:
Disability		
Loss of consciousness? ^(EM.1T)	Yes ^(EM.2M)	

Generated by 189191 at 9/18/24 8:12 AM

Page 54

07/23/2024 ED to Hosp Admission (Discharged) in RH 7E (continued)

H&P Notes (continued)

Moves all extremities? [EM.1T]	Yes [EM.2M]
Pupils: [EM.1T]	3 mm bilaterally, equal, round, reactive to light and accommodation [EM.2M]
Glasgow Coma Scale	Total: [EM.1T] 15 [EM.2M]
Eyes: [EM.1T]	4 - Opens eyes on own [EM.2M]
Verbal: [EM.1T]	5 - Alert and oriented [EM.2M]
Motor: [EM.1T]	6 - Follows simple motor commands [EM.2M]
Exposure	
Clothing removed? [EM.1T]	Yes [EM.2M]
Warm blankets applied? [EM.1T]	Yes [EM.2M]
Rolled? [EM.1T]	Yes [EM.2M]
Spine board removed? [EM.1T]	n/a [EM.2M]
Posterior spine exam: [EM.1T]	Sacral tenderness, mostly right lateral nearly hip [EM.2M]
Rectal Exam [EM.1T]	Tone [EM.2M]
E-FAST Exam [EM.1T]	deferred [EM.2M]
Notes:	

Resuscitation/Interventions

IV Fluids	
Airway [EM.1T]	Patent and Talking [EM.2M]
Oxygen Delivery [EM.1T]	Room Air [EM.2M]
Procedures [EM.1T]	None [EM.2M]
Arterial Blood Gas [EM.1T]	
	No results found for: "PHBG", "POO2", "PO2", "HCO3", "BASEDE", "SO2", "HEMCOOX", "LACTATE" [EM.3T]
Ankle/Brachial Index (ABI)	Left: Right:
Blood Transfusion [EM.1T]	None given [EM.2M]
Resuscitation Course: [EM.1T]	Stable [EM.2M]

Secondary Survey

First set of vitals in Trauma Bay:			
	Blood Pressure: [EM.1T] 149/87 [EM.2M]	Pulse: [EM.1T] 83 [EM.2M]	RR: [EM.1T] 25 [EM.2M]
	GCS: [EM.1T] 15 [EM.2M]	O2 Sat: [EM.1T] 94 [EM.2M]	Calculated Shock Index (HR/SBP): [EM.1T] 0.55 [EM.2M]
Physical Exam:			
Physical Exam			
Constitutional:			
Comments: [EM.1T] Moderate distress secondary to pain [EM.2M]			
HENT:			
Head:			
Comments: [EM.1T] Posterior scalp laceration with staples repaired by the emergency department.			

07/22/24 ED to Home Admitted (Discharged to RH7E) (Continued)

H&P Notes (continued)

hemostatic at the time of evaluation^[EM.2M]
Nose:^[EM.1T] Nose normal^[EM.2M]
Mouth/Throat
Mouth: Mucous membranes are^[EM.1T] moist^[EM.2M]
Comments:^[EM.1T] Poor dentition^[EM.2M]
Eyes:
Extraocular Movements:^[EM.1T] Extraocular movements intact^[EM.2M]
Pupils:^[EM.1T] Pupils are equal, round, and reactive to light^[EM.2M]
Cardiovascular:
Rate and Rhythm:^[EM.1T] Normal rate^[EM.2M] and^[EM.1T] regular rhythm^[EM.2M]
Pulses:^[EM.1T] Normal pulses^[EM.2M]
Pulmonary:
Effort: Pulmonary effort is^[EM.1T] normal^[EM.2M]
Abdominal:
Palpations: Abdomen is^[EM.1T] soft^[EM.2M]
Tenderness: There is^[EM.1T] abdominal tenderness (Right lower quadrant tenderness with bruising near the inguinal ligament)^[EM.2M]. There is no^[EM.1T] guarding^[EM.2M]
Musculoskeletal:
Cervical back:^[EM.1T] Normal range of motion^[EM.2M]
Comments:^[EM.1T] Range of motion of right lower extremity limited secondary to sacral pain
Diminished sensation to touch in the right lower extremity
Tenderness of plantar aspect of bilateral feet^[EM.2M]
Skin:
Capillary Refill: Capillary refill takes^[EM.1T] less than 2 seconds^[EM.2M]
Findings:^[EM.1T] Bruising (Right anterior pelvis, right lower quadrant)^[EM.2M] present
Neurological:
General:^[EM.1T] No focal deficit^[EM.2M] present
Mental Status: He is^[EM.1T] alert^[EM.2M] and^[EM.1T] oriented to person, place, and time^[EM.2M]
Sensory:^[EM.1T] Sensory deficit (Decreased tactile sensation in the right lower extremity)^[EM.2M] present
Psychiatric:
Mood and Affect:^[EM.1T] Mood^[EM.2M] normal.

Past Medical History	
History Limitation: ^[EM.1T]	None ^[EM.2M]
Conditions: ^[EM.1T]	Active Ambulatory Problems Diagnosis: • No Active Ambulatory Problems
	Resolved Ambulatory Problems Diagnosis: • No Resolved Ambulatory Problems
	No Additional Past Medical History ^[EM.3T]
Surgical History: ^[EM.1T]	Appendectomy ^[EM.2M]
Allergies: ^[EM.1T]	None ^[EM.2M]
Medications: ^[EM.1T]	Home Medications <Not Reviewed> None ^[EM.2M]
Family	RNC ^[EM.2M]

07/23/2024, ED to Hosp Admission (Discharged) in RN 7E (continued)

H&P Notes (continued)

History: [EM.1T]	
Social History: [EM.1T]	Negative for alcohol, Negative for drug use, and Positive for tobacco/daily black and milds [EM.2M]
Anti-coagulation/Anti-platelet history: [EM.1T]	None [EM.2M]
Last Meal: [EM.1T]	> 6 hours [EM.2M]
Last Tetanus: [EM.1T]	Given in the trauma bay [EM.2M]

Review of Systems	
Unable to obtain ROS: [EM.1T]	None [EM.2M]
Review of Systems Constitutional: [EM.1T] Negative [EM.2M] HENT: Positive for [EM.1T] dental problem [EM.2M] Eyes: [EM.1T] Negative [EM.2M] Respiratory: [EM.1T] Negative [EM.2M] Cardiovascular: [EM.1T] Negative [EM.2M] Gastrointestinal: [EM.1T] Negative [EM.2M] Endocrine: [EM.1T] Negative [EM.2M] Genitourinary: Positive for [EM.1T] difficulty urinating (Acute, alleviated with pain control) [EM.2M] Musculoskeletal: Positive for [EM.1T] back pain (Low back, sacral) [EM.2M] Skin: Positive for [EM.1T] wound (RLQ, right anterior pelvis) [EM.2M] Allergic/Immunologic: [EM.1T] Negative [EM.2M] Neurological: [EM.1T] Negative [EM.2M] Hematological: [EM.1T] Negative [EM.2M] Psychiatric/Behavioral: Positive for [EM.1T] agitation [EM.2M]	

Objective Findings	
Imaging: [EM.1T]	
MRI Sacrum without contrast [EM.1T] [EM.2M] Final Result MRI L-spine: Trace bone edema at the anterior-superior corners of T12 and L1 without discrete fracture. Mild degenerative changes of the lumbar spine described above. No epidural hematoma in the L-spine. No major ligamentous injury of the L-spine. MRI sacrum: Transverse sacral fracture extending through the S3 vertebral body with involvement of the bilateral sacral ala and extension into the bilateral S3 sacral foramina. A small component extends more inferiorly into the right sacral ala without involvement of the S4 sacral foramen.	

07/23/2024 ED to ER Admission (Discharged) to RH 7E (continued)

H&P Notes (continued)

Bilateral muscle strains of the piriformis muscles.
Dorsal sacral paraspinal muscle strains.
Presacral soft tissue hematoma.
Distal sacral nerve roots are difficult to delineate.
No definitive sacral nerve root avulsion but there may be increased T2 signal/injury of the proximal right-sided S3 sacral nerve.
Small volume lower sacral spinal canal epidural blood products.

Signed by: 7/24/2024 12:35 AM: Garrett MD, Kevin

**MRI Lumbar Spine without Contrast
Final Result**

MRI L-spine:

Trace bone edema at the anterior-superior corners of T12 and L1 without discrete fracture.
Mild degenerative changes of the lumbar spine described above.
No epidural hematoma in the L-spine.
No major ligamentous injury of the L-spine.

MRI sacrum:

Transverse sacral fracture extending through the S3 vertebral body with involvement of the bilateral sacral ala and extension into the bilateral S3 sacral foramina. A small component extends more inferiorly into the right sacral ala without involvement of the S4 sacral foramen.

Bilateral muscle strains of the piriformis muscles.
Dorsal sacral paraspinal muscle strains.
Presacral soft tissue hematoma.
Distal sacral nerve roots are difficult to delineate.
No definitive sacral nerve root avulsion but there may be increased T2 signal/injury of the proximal right-sided S3 sacral nerve.
Small volume lower sacral spinal canal epidural blood products.

Signed by: 7/24/2024 12:35 AM: Garrett MD, Kevin

**XRE Lumbosacral
Final Result**

1. No acute osseous process.

7/23/2024 ED to Hosp Admission Discharged by RH7E (continued)

H&P Notes (continued)

Signed by: 7/23/2024 8:57 PM: Garrett MD, Kevin

XR Elbow Rt. Wt. Right

Final Result

No active or acute findings.

Signed by: 7/23/2024 10:01 PM: Bull MD, Douglas

XR Pelvis Rt. Wt. Right

Final Result

Nondisplaced transverse lower sacral fracture.
Small avulsive fractures from the right iliac wing anteriorly.
No SI joint or symphysis pubis widening. No hip dislocation.

Signed by: 7/23/2024 10:00 PM: Garrett MD, Kevin

CT Chest/abdomen/pelvis with contrast

Final Result

1. Findings concerning for bony avulsion injury involving the right anterior iliac spine with associated edema and soft tissue swelling in this vicinity.
2. No other acute or traumatic CT findings of the chest, abdomen, or pelvis.

CONTRAST: IOHEXOL 350 MG IODINE/ML
INTRAVENOUS SOLUTION 100mL

All CT scans are performed using radiation dose reduction techniques. Technical factors are evaluated and adjusted to ensure appropriate moderation of exposure. Automated dose management technology is applied to adjust the radiation dose to minimize exposure while achieving a diagnostic-quality image.

Signed by: 7/23/2024 8:03 PM: Bull MD, Douglas

CT Cervical Spine w/o Contrast

Final Result

Generated by 169191 at 9/18/24 8:12 AM

Page 58

07/23/2024 - ED to Hosp Admission (Discharged) in RH 7E (continued)

H&P Notes (continued)

No acute cervical spine CT findings. Mild degenerative changes.

All CT scans are performed using radiation dose reduction techniques. Technical factors are evaluated and adjusted to ensure appropriate moderation of exposure. Automated dose management technology is applied to adjust the radiation dose to minimize exposure while achieving a diagnostic-quality image.

Signed by: 7/23/2024 7:53 PM: Bull MD, Douglas

CT Head w/o Contrast

Final Result

No active or acute head CT findings.

All CT scans are performed using radiation dose reduction techniques. Technical factors are evaluated and adjusted to ensure appropriate moderation of exposure. Automated dose management technology is applied to adjust the radiation dose to minimize exposure while achieving a diagnostic-quality image.

Signed by: 7/23/2024 7:54 PM: Bull MD,
Douglas [EAS]

Labs [EAS]

Admission on 07/23/2024

Component	Date	Value	Ref Range	Status
• WBC	07/23/2024	7.8	3.5 - 10.8 K/uL	Final
• nRBC Percent	07/23/2024	0	0% %	Final
• nRBC Abs	07/23/2024	0.0	0.0 - 0.2 K/uL	Final
• RBC	07/23/2024	5.18	4.17 - 5.89 M/uL	Final
• Hemoglobin	07/23/2024	13.7	12.7 - 17.2 g/dL	Final
• Hematocrit	07/23/2024	41.7	39.4 - 51.6 %	Final
• MCV	07/23/2024	80.8	79.0 - 100.0 fL	Final
• MCH	07/23/2024	26.6	25.7 - 33.2 pg	Final
• MCHC	07/23/2024	32.9	30.0 - 36.5 g/dL	Final
• RDW-CV	07/23/2024	14.4	11.6 - 16.0 %	Final
• RDW-SD	07/23/2024	42.4	35.1 - 43.9 fL	Final
• Platelets	07/23/2024	175	150 - 400 K/uL	Final
• MPV	07/23/2024	9.7	9.2 - 12.8 fL	Final
• Neutrophils, %	07/23/2024	70.6	%	Final

07/23/2024 ED to Hosp Admission Discharged 10/16/24 10/25/24

H&P Notes (continued)

• Lymphocytes, %	07/23/2024	21.6	%	Final
• Monocytes, %	07/23/2024	5.3	%	Final
• Eosinophils %	07/23/2024	0.4	%	Final
• Basophils %	07/23/2024	0.4	%	Final
• Immature Granulocytes, %	07/23/2024	1.7	%	Final
• Neutrophils, Abs	07/23/2024	5.50 (H)	1.78 - 5.38 K/uL	Final
• Lymphocytes, Abs	07/23/2024	1.68	1.32 - 3.57 K/uL	Final
• Monocytes, Abs	07/23/2024	0.41	0.30 - 0.82 K/uL	Final
• Eosinophils, Abs	07/23/2024	0.03 (L)	0.04 - 0.54 K/uL	Final
• Basophils, Abs	07/23/2024	0.03	0.01 - 0.06 K/uL	Final
• Immature Granulocytes, Abs	07/23/2024	0.13 (H)	0.00 - 0.03 K/uL	Final
• Sodium	07/23/2024	140	138 - 145 mmol/L	Final
• Potassium	07/23/2024	3.8	3.5 - 5.1 mmol/L	Final
• Chloride	07/23/2024	104	98 - 107 mmol/L	Final
• CO2	07/23/2024	27	22 - 29 mmol/L	Final
• Anion Gap	07/23/2024	9	6 - 16 mmol/L	Final
• BUN	07/23/2024	17	6 - 20 mg/dL	Final
• Creatinine	07/23/2024	1.41 (H)	0.67 - 1.17 mg/dL	Final
• Glucose	07/23/2024	97	70 - 99 mg/dL	Final
• Calcium	07/23/2024	9.6	8.6 - 10.0 mg/dL	Final
• AST	07/23/2024	79 (H)	10 - 50 IU/L	Final
<i>Slight hemolysis; result may be invalid. Interpret with caution. Suggest recollect.</i>				
• ALT	07/23/2024	74 (H)	10 - 50 IU/L	Final
• Alkaline Phosphatase	07/23/2024	85	40 - 129 IU/L	Final
• Protein, Total	07/23/2024	7.2	6.4 - 8.3 g/dL	Final
• Albumin	07/23/2024	3.7	3.5 - 5.2 g/dL	Final
• Bilirubin, Total	07/23/2024	0.3	0.1 - 1.2 mg/dL	Final
• eGFR	07/23/2024	60	>59 mL/min/1.73 m2	Final
<i>Calculated using the CKD-EPI formula, 2021</i>				
• PTT	07/23/2024	24	24 - 36 seconds	Final
• Protime	07/23/2024	12.5	11.8 - 15.0 seconds	Final
• INR	07/23/2024	0.9	0.8 - 1.2	Final
• Heart Rate	07/23/2024	85	bpm	Final
• RR Interval	07/23/2024	704	ms	Final
• Atrial Rate	07/23/2024	85	ms	Final
• PR Interval	07/23/2024	145	ms	Final
• P Wave Duration	07/23/2024	102	ms	Final
• P Horizontal Axis	07/23/2024	34	deg	Final
• P Front Axis	07/23/2024	100	deg	Final
• QRSD Interval	07/23/2024	88	ms	Final
• QT Interval	07/23/2024	340	ms	Final
• QTcB	07/23/2024	405	ms	Final
• QTcF	07/23/2024	382	ms	Final
• QRS Horizontal Axis	07/23/2024	-26	deg	Final
• QRS Axis	07/23/2024	191	deg	Final
• I-40 Horizontal Axis	07/23/2024	29	deg	Final
• I-40 Front Axis	07/23/2024	107	deg	Final
• T-40 Horizontal Axis	07/23/2024	-51	deg	Final
• T-40 Front Axis	07/23/2024	224	deg	Final
• T Horizontal Axis	07/23/2024	67	deg	Final
• T Wave Axis	07/23/2024	126	deg	Final

Generated by 189191 at 9/18/24 8:12 AM

Page 81

07/23/2024 ED to Hosp Admission (Discharged) in RH 7E (continued)

H&P Notes (continued)

• S-T Horizontal Axis	07/23/2024	85	deg	Final
• S-T Front Axis	07/23/2024	-84	deg	Final
• ABO/Rh	07/23/2024	O POS		Final
• Antibody Screen, Gel	07/23/2024	NEG		Final
• ABO Confirmation	07/24/2024	O POS		Final ^(EM.3T)

Diagnosis ^(EM.1T)	Impression/Plan
Patient Active Problem List Diagnosis • Injury resulting from fall from height • Sacral fracture (HCC) • Acute pain due to trauma • Paresthesia of right lower extremity • Occipital scalp laceration • Back pain^(EM.3T)	Plan: ^(EM.1T) Musculoskeletal and Integument Sacral fracture (HCC) Assessment & Plan: ^(EM.3T) Transverse sacral fracture extending through the S3 vertebral body with involvement of the bilateral sacral ala and extension into the bilateral S3 sacral foramina. A small component extends more inferiorly into the right sacral ala without involvement of the S4 sacral foramen. ^(EM.4C1) Orthopedic surgery consult—considering surgical intervention in the morning Rec pending ^(EM.5C1) Other Back pain Assessment & Plan: ^(EM.3T) Bilateral muscle strains of the piriformis muscles. Symptomatic management ^(EM.5C2) Occipital scalp laceration Assessment & Plan: ^(EM.3T) Irrigated and stapled by the emergency department Hemodynamically stable upon evaluation Maintain gauze and secure in place with head wrap, evaluate daily ^(EM.6C3) Paresthesia of right lower extremity Assessment & Plan: ^(EM.3T) Reported right lower extremity weakness and paresthesia in comparison to the left, no traumatic injuries identified on CT scan Neurosurgery consult—recommendation to get spinal MRIs Pan spine MRIs—lumbar spine muscle strains—symptomatic management Neurosurgery signed off, no acute intervention needed ^(EM.7C4)

7/23/2024 ED to Hosp Admission [Discharged] In RH 7E (continued)

H&P Notes (continued)

Acute pain due to trauma Assessment & Plan^[EM.3T] Multimodal pain regimen^[EM.7CS] Injury resulting from fall from height Assessment & Plan^[EM.3T] Level 3 consult Patient works as an arborist fell off of a wood chipper approximately 5-6 feet onto his back Hemodynamically stable Reporting numbness and weakness in the right lower extremity CT head- negative CT C-spine degenerative disc disease, no traumatic injury CT CAP- nondisplaced fracture at the S3-S4 joint without displacement orthopedic surgery consult Pan MRI- left lumbar spine muscle strains- neurosurgery consult, signed off - Patient admitted to the floor for pain control and potential CR with Ortho in the morning^[EM.8CS] Diet^[EM.1T] NPO Diet NPO except meds^[EM.3T] DVT PPX^[EM.1T] This patient does not have an active medication from one of the medication groupers.^[EM.3T] Disposition^[EM.1T] Floor^[EM.2M] Consultation Services^[EM.1T] Orthopedic surgery-Justin Kung, MD Neurosurgery Christopher Hooks, App^[EM.2M]	

This patient and plan was^[EM.1T] discussed^[EM.2M] with^[EM.1T] Dr. Jacob Hessey^[EM.2M], who was available for all medical decision making.

NOTICE FOR THE PATIENT: This clinical note is not created to be interpreted by patients. These notes may contain candid and (unintentionally) offensive descriptions, which are sometimes required for accurate documentation. In addition, patients cannot request to have this documentation modified (unless there is an error in fact). If you would like more information about your health care, please obtain it directly from myself or my staff/colleagues and never solely from clinical notes. Portions of this record may have been created with voice recognition software. Occasional wrong words or "sound alike" substitutions may have occurred due to the inherent limitations of voice recognition software despite my attempts to correct them on review. The dynamic documentation software also pulls and information from medical record that may not have been reviewed or verified.

Thank you for your understanding and cooperation.^[EM.1T]

==[EM.1M]

Electronically signed by Maccou, Elana Constanza, MD at 7/24/2024 3:42 AM
Electronically signed by Hessey, Jacob Andrew, MD at 7/24/2024 6:19 PM

Attribution Key

EM.1 - Maccou, Elana Constanza, MD on 7/23/2024 8:55 PM
EM.2 - Maccou, Elana Constanza, MD on 7/24/2024 3:20 AM
EM.3 - Maccou, Elana Constanza, MD on 7/24/2024 3:42 AM
EM.4 - Maccou, Elana Constanza, MD on 7/24/2024 3:41 AM

**PRISMA
HEALTH.**

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, DIC: 8/2/2024

7/23/2024 ED to Hosp Admission (Discharged) in RH 7E (continued)

Consult Notes (continued)

CC: ^[UK:IT] Fall ^[UK:IM]

HPI:

Patient is a 53 y.o. male with who presented to the ED after ^[UK:IT] fall ^[UK:IM]. Patient was evaluated by the ED and the patient was determined to have ^[UK:IT] right ASIS fracture as well as sacral fracture ^[UK:IM], and Orthopedics was consulted for further evaluation. ^[UK:IT]

Patient reports he fell off of his wood chipper approximately few feet in the air. He reports hitting his head is unsure if he had loss of consciousness. He reports generalized pain throughout including his right leg and bilateral elbows. Reports numbness and tingling to the right lower extremity. ^[UK:IM]

Time of consult: ^[UK:IT] 2035 ^[UK:IM]

Time patient evaluated: ^[UK:IT] 2045 ^[UK:IM]

ROS:

Negative except what is stated in HPI

Past Medical History:

No past medical history on file.

Past Surgical History:

No past surgical history on file.

Medications:

Home Medications <Not Reviewed>

Not on file

Allergies:

No Known Allergies

Family History:

No known family history of bleeding or clotting disorders

Social History: ^[UK:IT]

Smokes tobacco ^[UK:IM], alcohol, illicit drug use.

Physical Exam:

General: Alert, no apparent distress

Cardiovascular: normal rate

Respiratory: non labored respirations

Pelvis: ^[UK:IT] Abrasions to the right hip ^[UK:IM]

LUE

No obvious deformity, lacerations ^[UK:IT]

TTP to left elbow ^[UK:IM]

Flexes/extends all fingers and thumb, abducts/extends thumb, flexes and extends wrist

Flex/extends at elbow, able to abduct and flex shoulder without pain

Sensory: S/LT M/U/R

Palpable radial pulse, extremity warm and well perfused, compartments soft

RUE

Generated by 189191 at 9/18/24 8:12 AM

Page 72

PRISMA HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Naval
MRN: 977402133, DOB: 4/28/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

07/23/2024 ED to Hosp Admission Discharged to RH 7E (continued)

Consult Notes (continued)

No obvious deformity, lacerations^[UK:1T]
TTP to right elbow^[UK:1M]
Flexes/extends all fingers and thumb, abducts/extends thumb, flexes and extends wrist
Flex/extends at elbow, able to abduct and flex shoulder without pain
Sensory: SILT M/U/R
Palpable radial pulse, extremity warm and well perfused, compartments soft

LLE

No obvious deformity, lacerations.
No TTP
No Pain with log roll
Flex/extends knee, and raise leg off the bed
Negative varus/valgus stress at knee, negative lachman's
+ dorsiflexion/plantar flexion of ankle and great toe
SILT Saph/Sural/SP/DP/MP/LP
Palpable DP pulse, warm and well perfused, compartments soft^[UK:1T]
S/S motor throughout^[UK:1M]

RLE^[UK:1T]

Diffuse TTP throughout right lower extremity.
Reports decreased sensation RLE
Mild pain with log roll
Can flex/extend knee^[UK:1T]. Unable to perform straight leg raise secondary to pain^[UK:1M]
Negative varus/valgus stress at knee, negative lachman's
+ dorsiflexion/plantar flexion of ankle and great toe
SILT Saph/Sural/SP/DP/MP/LP
Palpable DP pulse, warm and well perfused, compartments soft^[UK:1T]
S/S motors throughout although slight delay until patient gives full effort

Rectal exam: Good rectal tone, perianal sensation intact^[UK:1M]

Imaging^[UK:1T]

XR pelvis: AP, inlet, and outlet radiographic views demonstrate right ASIS avulsion fracture.

XR right elbow: AP, lateral, and oblique radiographic views of the right elbow demonstrate no acute fracture dislocations

XR left elbow: AP, lateral, and oblique radiographic views of the left elbow demonstrate no acute fracture or dislocation^[UK:1M]

CT chest/abdomen/pelvis demonstrates no acute osseous abnormalities of visible portions of scapula, clavicles, or proximal humerus. The SC joints are symmetric. Femoral heads are well seated in acetabulum^[UK:1T]. There is a right ASIS avulsion fracture with 2 cm of displacement. There are no fractures of the acetabula. No widening of symphysis pubis^[UK:1T]. There is a minimally displaced transverse at S3 fracture^[UK:1M]. SI joints are symmetric without widening. No fractures of ilium or pubic rami.

Labs:

Lab Results

Component	Value	Date
HGB	13.7	07/23/2024
WBC	7.8	07/23/2024
PTT	24	07/23/2024
INR	0.9	07/23/2024

Generated by 189181 at 8/18/24 8:12 AM

Page 73

07/23/2024 - ED to Hosp Admission (Discharged) In RH7E (continued)

Consult Notes (continued)

NA	140	07/23/2024
K	3.8	07/23/2024
GLUCOSE	97	07/23/2024
CREATININE	1.41 (H)	07/23/2024

Assessment and Plan:

S3 y.o. male with ^[JK1T] right ASIS avulsion fracture and right transverse S3 sacral fracture s/p fall ^[JK1M]

- Admitted to Trauma
- Pain control and medical management per primary
- DVT ppx per primary. Ortho recommends ASA 81 BID for at least 4 weeks.
- Weightbearing status: ^[JK1T] WBAT BLE ^[JK1M]
- No further orthopaedic operative intervention at this time. Please call with any questions or concerns. ^[JK1T]
- Plan: ^[JK1T] Follow-up with Dr. Cunningham in 2 to 3 weeks ^[JK1M]

Justin E. Kung, M.D.
PGY-3 - Orthopaedic Surgery
Available on Telmed ^[JK1T]

Electronically signed by Kung, Justin Evan, MD at 7/24/2024 8:40 AM
Electronically signed by Cunningham, Daniel Joseph, MD at 7/24/2024 1:31 PM

Attribution Key

JK1 - Kung, Justin Evan, MD on 7/23/2024 10:42 PM
JK2 - Kung, Justin Evan, MD on 7/24/2024 8:40 AM
JK3 - Kung, Justin Evan, MD on 7/24/2024 8:27 AM
M - Manual, T - Template

Operative Notes

Procedures

Shields, Caleb Mark, MD at 7/23/2024 20:58

Author: Shields, Caleb Mark, MD	Service: Emergency Medicine	Author Type: Resident Physician
Filed: 7/23/2024 8:12 PM	Date of Service: 7/23/2024 8:58 PM	Status: Attested
Editor: Shields, Caleb Mark, MD (Resident Physician)		Cosigner: Stratton, Amanda Jane, MD at 7/23/2024 9:51 PM

Procedure Orders

1. Lac Repair [330783152] ordered by Shields, Caleb Mark, MD

Attestation signed by Stratton, Amanda Jane, MD at 7/23/2024 9:51 PM

Attending Attestation

I was present and supervised the procedure performed by the resident in the Emergency Department.

Amanda Jane Stratton, MD

07/23/2024 ED to Hosp Admission (Discharged) to RH 7E (continued)

Operative Notes (continued)

1. Lac Repair

Date/Time: 7/23/2024 8:58 PM

Performed by: Shields, Caleb Mark, MD
Authorized by: Stratton, Amanda Jane, MD

Consent:

Consent obtained: Verbal

Consent given by: Patient

Risks, benefits, and alternatives were discussed: yes

Risks discussed: Infection, pain, retained foreign body, need for additional repair and poor cosmetic result

Alternatives discussed: No treatment and delayed treatment

Universal protocol:

Procedure explained and questions answered to patient or proxy's satisfaction: yes

Relevant documents present and verified: yes

Test results available: yes

Imaging studies available: yes

Required blood products, implants, devices, and special equipment available: yes

Immediately prior to procedure, a time out was called: yes

Patient identity confirmed: Arm band

Anesthesia:

Anesthesia method: Topical application

Topical anesthetic: LET

Laceration details:

Location: Scalp

Scalp location: Occipital

Length (cm): 4

Depth (mm): 5

Pre-procedure details:

Preparation: Imaging obtained to evaluate for foreign bodies

Exploration:

Hemostasis achieved with: Direct pressure

Imaging outcome: foreign body not noted

Wound exploration: entire depth of wound visualized

Wound extent: no fascia violation noted no foreign bodies/material noted no muscle

damage noted no nerve damage noted no tendon damage noted

underlying fracture noted and no vascular damage noted

Contaminated: no

Treatment:

Area cleansed with: Chlorhexidine

Amount of cleaning: Standard

Irrigation solution: Sterile saline

Irrigation volume: 250

Irrigation method: Pressure wash

Visualized foreign bodies/material removed: no

Skin repair:

Repair method: Staples

Number of staples: 8

Approximation:

Approximation: Close

Repair type:

Repair type: Simple



RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

7/23/2024 5:15 PM Home Observation (Discharge) in RH 7E (Continued)

Clinical Notes (group 3 of 3) (continued)



[AR.1T]

Acute Care Occupational Therapy -
Richland Hospital [AR.1M]

Initial Evaluation

Admission Date: [AR.1T]
7/23/2024 [AR.2T]

ASSESSMENT [AR.1T]

Assessment: OT eval completed for Neval Brunson, a 53 yo M who presents s/p fall from wood chipper, found to have S3-S4 sacral fracture and ASIS avulsion fracture, being managed non-operatively, WBAT BLE [AR.2T] Pt independent prior to admission, was at work when injury occurred. Pt reports 8/10 pain and numbness/tingling down BLE. He req Mod A for bed mobility and Max A to stand from EOB, he tolerates lateral steps toward HOB before required to return to supine due to pain. Pt pre-medicated for eval and gives good effort though at this time he is very limited by pain. Pt w/ intact strength B UE and able to complete UB ADLs w/ set up. He is dependent for LB and toileting ADLs at this time. OT to continue to follow during acute stay, recommend post acute stay at this time as pt lives alone [AR.1M]

Functional Impairment Comments: Decreased balance, Pain, Decreased high-level IADLs, Decreased functional mobility, Decreased self-care trans, Decreased sensation, Decreased ADL status [AR.2T]

GOALS [AR.1T]

ADL Goals

Goal Formulation: With patient

Pt Will Perform Grooming: Standing at the sink, With mod indep

Pt Will Perform UE Dressing: At edge of bed, Independently

Pt Will Perform LE Dressing: At edge of bed, With adaptive equipment, With mod indep

Pt Will Perform Toileting: With mod indep, In bathroom

Functional Transfers: Toilet, Chair, Modified independent [AR.2T]

RECOMMENDATIONS [AR.1T]

OT Disposition Recommendation: Post acute stay: pt can tolerate 3hrs of therapy

Follow Up Needed?: Yes [AR.2T]

PLAN [AR.1T]

Treatment Interventions: Balance training, ADL training, Adaptive equipment training, Bed mobility, Patient/family training, Safety training, Transfers, UE Arom, UE Prom, UE Strengthening

OT Frequency: 2-4x/wk

Goal Expiration Date: 08/08/24

Therapy Plan of Care discussed with: Nurse, Physical Therapist, Patient [AR.2T]

HPI [AR.1T]

History of Present Illness(HPI): Pt found supine in bed, agreeable to eval, RN cleared, no visitors at bedside.

Hospital Course of Stay: Neval Brunson is a 53 y.o. male who presents status post fall from Wood Chipper, Scans

Generated by 189191 at 9/18/24, 8:12 AM

Page 190

PRISMA HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Naval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, DIC: 8/2/2024

07/23/2024 - ED to Hosp Admission (Discharged to RH 7E) (continued)

Clinical Notes (group 3 of 3) (continued)

reveal right S3-S4 sacral fracture and ASIS avulsion fracture. CT head and Spine MRIs all negative. WBAT BLE, no surgical intervention required. [AR.2T]

Problem List [AR.1T]

Patient Active Problem List

Diagnosis	Date Added
• Injury resulting from fall from height	07/24/2024
• Sacral fracture (HCC)	07/24/2024
• Acute pain due to trauma	07/24/2024
• Paresthesia of right lower extremity	07/24/2024
• Occipital scalp laceration	07/24/2024
• Back pain	07/24/2024
• Hepatitis C antibody positive in blood	07/24/2024 [AR.2T]

Past Medical History [AR.1T]

No past medical history on file. [AR.2T]

Past Surgical History [AR.1T]

No past surgical history on file. [AR.2T]

SUBJECTIVE [AR.1T]

Subjective: "My right leg is worse." [AR.2T]

PAIN [AR.1T]

Pain Examination

Pain Scale: 0-10

Verbal Pain Score: 8-severe

Pain Location: Hip

Pain Orientation: Right

Pain Intervention(s): Repositioned [AR.2T]

PRECAUTIONS [AR.1T]

Lower Extremity Weight Bearing Status: Left weight bearing as tolerated, Right weight bearing as tolerated

Additional Precautions: Fall

Bed Alarm activated?: Yes

Other Precautions/Comments: Pt left semi-supine in bed turned towards R with all needs in place. [AR.2T]

HOME ENVIRONMENT [AR.1T]

Type of Home: House

Home Layout: One level, Stairs to enter with rails

Steps with Rail: # of Steps (comment), Bilateral (4)

Lives With: Alone [AR.2T]

PRIOR FUNCTION [AR.1T]

Prior Function-Gait: Independent

Prior Function-Stairs: Independent

Prior Function-Transfer: Independent

Lives With: Alone

ADL Assistance: Independent

Driving: Yes

Financial Management: Yes

Working: Yes

Generated by 169191 at 9/18/24 8:12 AM

Page 181

PRISMA HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Naval
MRN: 977402133, DOB: 4/28/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

07/23/2024 - EP 16 How: Adm: 16:16 Discharged: 16:16 TE: continued

Clinical Notes (group 3 of 3) (continued)

Prior Function Comments: PTA pt independent w/ ADLs and mobility w/o DME^[AR.2T]

ACTIVITY TOLERANCE^[AR.1T]

Sustained Activity Tolerance: Tolerates 10 - 20 min exercise with multiple rests

Oxygen Required?: No

Activity Tolerance Comments: Pt reports dizziness EOB and in standing but settles, limited due to pain.^[AR.2T]

VISION^[AR.1T]

Vision-Basic Screening

Acute Vision Changes: No^[AR.2T]

HEARING/SPEECH^[AR.1T]

Speech/Hearing Assessment

Speech: Clear

Hearing Status: No Impairment^[AR.2T]

COGNITION^[AR.1T]

Arousal/Alertness: Alert, Cooperative

Memory: Appears intact

Orientation Level: Oriented x4

Following Commands: Follows all commands and directions without difficulty

Safety Judgment: Receptive to cues for safety awareness

Initiation: Appears intact^[AR.2T]

SENSATION^[AR.1T]

Light Touch: Partial deficits in the RLE, Partial deficits in the LLE (report numbness/tingling down B LE)^[AR.2T]

PERCEPTION^[AR.1T]

Inattention/Neglect: Appears intact

Motor Planning: Intact^[AR.2T]

COORDINATION^[AR.1T]

Gross Motor RUE: Intact

Gross Motor LUE: Intact

Fine Motor RUE: Intact

Fine Motor LUE: Intact

Gross Grasp: Functional

Coordination: Functional^[AR.2T]

ADL^[AR.1T]

Self Feeding: Setup (supportive sitting upright in bed)

UE Dressing: Minimal Assist (for gown in supine)

LE Dressing: Dependent Assist (for socks)^[AR.2T]

MOBILITY

Bed Mobility^[AR.1T]

Rolling: Supervision

Supine to Sit: Moderate assist

Sit to Supine: Minimal assist

Bed Mobility Comments: Performed log roll and transition to sitting upright on EOB with mod A for LE/trunk assist to upright. Returned to bed level with min A.^[AR.2T]

Transfers^[AR.1T]

Generated by 189191 at 9/18/24 8:12 AM

Page 192

7/23/2024 ED: 6 Hosp Admission (Discharged to RH 7E (continued))

Clinical Notes (group 3 of 3) (continued)

Sit to Stand : Maximal assist

Stand to Sit: Minimal assist, Additional time to complete

Transition Bed to Chair: Unable to assess

Transfer equipment: Rolling walker

Transfer Comments: STS from EOB with max A to achieve upright stance. Significant UE support on RW to offload LE. Able to take 3-4 steps toward HOB w/ Mod A and inc time, initially pivoting R LE but eventually able to clear for side step. He req increased time and multiple attempts to return to seated position, min A for controlled decent, poor sitting tolerance and quickly returns to sidelying w/ assist for BLE back to bed.^[AR.2T]

Balance:^[AR.1T]

Sitting - Static: Contact guard assist

Sitting - Dynamic: Contact guard assist

Standing - Static: Minimal assist

Standing - Dynamic: Minimal assist, Moderate assist

Balance Comments: RW when OOB^[AR.2T]

MUSCULOSKELETAL^[AR.1T]

Upper Extremity Assessment

Upper Extremity Flowsheet

RUE ASSESSMENT		LUE ASSESSMENT	
Hand Dominance	Right	LUE Assessment	Within Functional Limits ☒ >3+/5
RUE Assessment	Within Functional Limits ☒ Functionally >3+/5, reports pain at R elbow from fall but tolerates WB into RW w/o concern ^[AR.2T]		

L LE: grossly >3/5, deferred MMT due to pain/fractures.

RLE:

Pain at hip flexors limiting hip and knee flexion, able to achieve 90deg passively. PF/DF WFL^[AR.1M]

HAND FUNCTION^[AR.1T]

Gross Grasp: Functional

Coordination: Functional^[AR.2T]

EDUCATION

Pt education provided on OT role, POC and discharge recommendations. As well as safety w/ ADLs and functional mobility, positioning and bed mobility, hospital fall precautions, use of call light to ask for assistance and not to get up alone. Pt verbalizes understanding.

TIME SPENT WITH PATIENT^[AR.1T]

Evaluation Time:^[AR.2T] 27^[AR.1M]

Ashlynn Riley, OT^[AR.2T]

PRISMA HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

07/23/2024 - ED to Hosp Admission (Discharged) in RH 7E (continued)

Clinical Notes (group 3 of 3) (continued)

Patient Education

Education provided during PT session, to include:

PT Plan of Care

Safety^[MM.1T], WBAT^[MM.1M]

TIME SPENT WITH PATIENT

Treatment Time: 41min

Wesley Mishue, PTA^[MM.1T]

Electronically signed by Mishue, Wesley, PTA at 7/27/2024 3:48 PM

Attribution Key

MM.1 - Mishue, Wesley, PTA on 7/27/2024 3:48 PM

M - Manual, T - Template

Dreher, Stacy, PTA at 7/29/2024 11:28

Author: Dreher, Stacy, PTA

Service: —

Author Type: Physical Therapy Assistant

Filed: 7/29/2024 12:45 PM

Date of Service: 7/29/2024 11:26 AM

Status: Signed

Editor: Dreher, Stacy, PTA (Physical Therapy Assistant)

PRISMA
HEALTH ^[SD.1T]

Acute Care Physical Therapy
Richland Hospital

Attempted treatment this am. Pt sidelying left on arrival, rocking back and forth and moaning. Pt stated he is unable to participate in mobility at this time due to pain. RN reports pain medication administered about an hour ago. Nurse to follow up with muscle relaxer. Continue PT efforts at a later time.^[SD.1M]

Stacy Dreher, PTA^[SD.2T]

Electronically signed by Dreher, Stacy, PTA at 7/29/2024 12:45 PM

Attribution Key

SD.1 - Dreher, Stacy, PTA on 7/29/2024 12:34 PM

SD.2 - Dreher, Stacy, PTA on 7/29/2024 12:40 PM

M - Manual, T - Template

Dreher, Stacy, PTA at 7/30/2024 12:01

Author: Dreher, Stacy, PTA

Service: —

Author Type: Physical Therapy Assistant

Filed: 7/30/2024 4:14 PM

Date of Service: 7/30/2024 12:01 PM

Status: Signed

Generated by 189191 at 9/18/24 8:12 AM

Page 172

Clinical Notes (group 3 of 3) (continued)

Editor: Dreher, Stacy, PTA (Physical Therapy Assistant)



Attempted treatment at this time, patient working with OT including ambulation in the room. Continue PT efforts at a later time. (SD.1M)

Electronically signed by Dreher, Stacy, PTA at 7/30/2024 4:14 PM

Attribution Key

SD.1 - Dreher, Stacy, PTA on 7/30/2024 4:12 PM
M - Manual, T - Template

Sanders, Nicholas at 7/30/2024 1:18

Author: Sanders, Nicholas
Filed: 7/30/2024 1:20 PM
Editor: Sanders, Nicholas (Student Therapy)

Service: —
Date of Service: 7/30/2024 1:18 PM

Author Type: Student Therapy
Status: Signed
Cosigner: Brown, Whitaker, OTR/L at
7/30/2024 3:45 PM



Treatment

Admission Date:
7/23/2024

ASSESSMENT

Pt continues to make progress toward his goals. Pt is able to perform bed mobility with supervision, while seated EOB he stated he felt dizziness BP taken (143/89) with no acute signs of orthostatic hypotension. Pt was dependent (NS.1T) in session (NS.1M) today for donning socks, due to limitations by pain. Pt was able to ambulate around the room without LOB. (NS.1T) Pt was noted to have a scissoring gait, patient was asked was he aware of this. He stated that he ambulates like this at baseline. (NS.1M) Discussed with patient the importance of getting OOB to increase functional mobility, and decreased chances of orthostatic hypotension.

Functional Impairment Comments: Decreased balance, Pain, Decreased high-level IADLs, Decreased functional mobility, Decreased ADL status

Generated by 189191 at 9/18/24 8:12 AM

Page 173

7/31/2024 - ED to Hosp - Admission (Discharge) in RN 7E (continued)

Clinical Notes (group 1 of 3) (continued)

Harris, Jazmin, LPN at 7/31/2024 0138

Author: Harris, Jazmin, LPN	Service: Trauma Surgery	Author Type: Licensed Nurse
Filed: 7/31/2024 1:41 AM	Date of Service: 7/31/2024 1:38 AM	Status: Signed
Editor: Harris, Jazmin, LPN (Licensed Nurse)		

Attempted to remove staples. The patient was moving a lot and asked me to stop. Removed 2 and stated to him that I have 4 left however, he declined for me to keep going. (M:IMJ)

Electronically signed by Harris, Jazmin, LPN at 7/31/2024 1:41 AM

Attribution Key

JH.1 - Harris, Jazmin, LPN on 7/31/2024 1:38 AM
M - Manual

Blevins, Laura, LPN at 7/31/2024 0950

Author: Blevins, Laura, LPN	Service: Trauma Surgery	Author Type: Licensed Nurse
Filed: 7/31/2024 10:35 AM	Date of Service: 7/31/2024 9:50 AM	Status: Signed
Editor: Blevins, Laura, LPN (Licensed Nurse)		

Pt refused taking his Lovenox. States he wants to take it only once a day. Also refused his bowel regimen this AM. (LB:IM)

Electronically signed by Blevins, Laura, LPN at 7/31/2024 10:35 AM

Attribution Key

LB.1 - Blevins, Laura, LPN on 7/31/2024 10:31 AM
M - Manual



RH7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

7/30/2024 - PRISMA Health Admission (Discharged) to RH7E (continued)

Clinical Notes (group 3 of 3) (continued)

EDUCATION^[NS.17]

Staying OOB

Safety w/ transfers^[NS.1M]

TIME SPENT WITH PATIENT

Treatment Time: 22 minutes

Nicholas Sanders^[NS.17]

Electronically signed by Sanders, Nicholas at 7/30/2024 1:20 PM
Electronically signed by Brown, Whitaker, OTR/L at 7/30/2024 3:45 PM

Attribution Key

NS.1 - Sanders, Nicholas on 7/30/2024 1:18 PM
M - Manual, T - Template

Drher, Stacy, PTA at 7/31/2024 10:11

Author: Dreher, Stacy, PTA

Service: —

Author Type: Physical Therapy Assistant

Filed: 7/31/2024 2:09 PM

Date of Service: 7/31/2024 10:11 AM

Status: Signed

Editor: Dreher, Stacy, PTA (Physical Therapy Assistant)



Acute Care Physical Therapy
Richland Hospital^[SD.1M]

Treatment

ASSESSMENT^[SD.17]

Pt able to progress significantly with mobility this date, ambulating with the rolling walker for support with reciprocal gait pattern. Pt performed bed mobility without additional assistance but before therapist able to lower bottom bed rail and deactivate alarm. Pt not receptive to safety cues for bed mobility and sit to stand. Pt cleared stair training with the walker used for support as patient stating no rails to use for home stairs. Check on later this week to assess patient progress. He reports up and lib in room.^[SD.1M]

PT GOALS

Goal Formulation: With patient

Goals Chosen: Ambulation (1), Perform bed mobility, Transfer (1), Stairs

Ambulation 1 Goal

Distance Patient will Ambulate: 51-75 feet

With (Assistance): Modified independent

With (Assistive Device): Rolling walker

Generated by 189191 at 8/18/24 8:12 AM

Page 176

07/23/2024 - ED to Hosp Admission (Discharged) in RH 7E (continued)

Clinical Notes (group 2 of 3) (continued)

T - Template

Blevins, Laura, LPN at 8/1/2024 10:28

Author: Blevins, Laura, LPN

Filed: 8/1/2024 10:28 AM

Editor: Blevins, Laura, LPN (Licensed Nurse)

Service: Trauma Surgery

Date of Service: 8/1/2024 10:28 AM

Author Type: Licensed Nurse

Status: Signed

Problem: Falls, Risk of

Goal: Absence of falls

Outcome: Progressing

Goal: Absence of physical injury related to falls

Outcome: Progressing^[LB.17]

Electronically signed by Blevins, Laura, LPN at 8/1/2024 10:28 AM

Attribution Key

LB.1 - Blevins, Laura, LPN on 8/1/2024 10:28 AM

T - Template

Franklin, Lanee, LPN at 8/1/2024 9:59

Author: Franklin, Lanee, LPN

Filed: 8/1/2024 9:59 PM

Editor: Franklin, Lanee, LPN (Licensed Nurse)

Service: Trauma Surgery

Date of Service: 8/1/2024 9:59 PM

Author Type: Licensed Nurse

Status: Signed

Problem: Falls, Risk of

Goal: Absence of falls

Outcome: Progressing

Goal: Absence of physical injury related to falls

Outcome: Progressing

Problem: Pressure Injury, Risk of

Goal: Absence of pressure injury

Outcome: Progressing

Problem: Pain

Goal: Patient verbalizes/displays adequate pain relief or comfort level based on goal

Outcome: Progressing

Problem: Case Management - Discharge Planning

Goal: To provide for an appropriate transition of care

Outcome: Progressing^[UF.17]

7/23/2024 ED to Hosp Admission to Prisma Health Richland RH 7E (Continued)

H&P Notes (continued)

EM.5 - Maccou, Elana Constanza, MD on 7/24/2024 3:57 AM
EM.6 - Maccou, Elana Constanza, MD on 7/24/2024 3:40 AM
EM.7 - Maccou, Elana Constanza, MD on 7/24/2024 3:38 AM
EM.8 - Maccou, Elana Constanza, MD on 7/24/2024 3:36 AM
C1 - Copied from Assessment & Plan Note by Maccou, Elana Constanza, MD at 7/24/2024 3:36 AM, C2 - Copied from Assessment & Plan Note by Maccou, Elana Constanza, MD at 7/24/2024 3:42 AM, C3 - Copied from Assessment & Plan Note by Maccou, Elana Constanza, MD at 7/24/2024 3:41 AM, C4 - Copied from Assessment & Plan Note by Maccou, Elana Constanza, MD at 7/24/2024 3:40 AM, C5 - Copied from Assessment & Plan Note by Maccou, Elana Constanza, MD at 7/24/2024 3:38 AM, C6 - Copied from Assessment & Plan Note by Maccou, Elana Constanza, MD at 7/24/2024 3:37 AM, M - Manual, T - Template

Discharge Summary Note

Discharge Summary by Dwyer, Mollie Claire, PA at 8/2/2024 12:12

Author: Dwyer, Mollie Claire, PA Service: Trauma Surgery
Filed: 8/2/2024 12:39 PM Date of Service: 8/2/2024 12:12 PM
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)

Author Type: Physician Assistant
Status: Signed
Cosigner: Hessey, Jacob Andrew, MD at 8/2/2024 10:54 AM

DISCHARGE SUMMARY

DATE OF ADMISSION: [MD.1T] 7/23/2024 [MD.2T]

DATE OF DISCHARGE: [MD.1T] 8/2/2024 [MD.2T]

ADMITTING PHYSICIAN: [MD.1T] Jacob Andrew Hessey, MD [MD.2T]

DISCHARGING PHYSICIAN: [MD.1T] Dr. Jacob Hessey [MD.1M]

DIAGNOSES: [MD.1T]

Patient Active Problem List

Diagnosis:

- Injury resulting from fall from height
- Sacral fracture (HCC)
- Acute pain due to trauma
- Back pain
- Closed avulsion fracture of anterior superior iliac spine of pelvis (HCC) [MD.2T]

CONSULTS THIS ADMISSION: [MD.1T]

Ortho Surgery [MD.1C]
Neurosurgery [MD.1M]
PT/OT [MD.1C]

PROCEDURES: [MD.1T]
[MD.2T] None [MD.1M]

HISTORY OF PRESENT ILLNESS:

This is a [MD.1T] 53 y.o. male [MD.2T] who presented to Prisma Health Richland on [MD.1T] 7/23/2024 [MD.2T] status post [MD.1T] fall [MD.1M]. The patient was paged out as [MD.1T] Level 1 [MD.1M] trauma alert. Upon arrival in the trauma bay, the patient was evaluated following ATLS guidelines. Hemodynamic stability was ensured, and the patient was taken to CT scanner for imaging which revealed the diagnoses listed above. The appropriate consults were contacted, and the patient was admitted [MD.1T] to the floor [MD.1M] for definitive management by the trauma service. [MD.1T]

PRISMA
HEALTH

RH7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, DIC: 8/2/2024

07/23/2024 - ED to Hosp Admission (Discharged) in RH7E (continued)

Discharge Summary Note (continued)

Pt was admitted for management. Ortho and Neurosurgery were both consulted and both signed off. Outpatient follow up requested with Orthopedics. PT/OT consulted and have cleared pt for dispo home with caregiver. Pt tolerating diet, voiding spontaneously. Pt to DC home with parents.^[MD.1M]

For details regarding the patient's hospital course, please see diagnoses listed below with their respective interventions.

HOSPITAL COURSE:^[MD.1T]

Musculoskeletal and Integument

Closed avulsion fracture of anterior superior iliac spine of pelvis (HCC)

Assessment & Plan^[MD.2T]

CT CAP: findings concerning for bony avulsion injury involving the right anterior iliac spine with associated edema and soft tissue swelling in this vicinity

Ortho consulted - non-op

WBAT

Follow-up with Dr. Cunningham in 2 to 3 weeks (Approx 8/6-8/13)

- pt DC with ASA 81mg BID per ortho recs

On 8/2/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition was updated as above.^[MD.2C1]

Sacral fracture (HCC)

Assessment & Plan^[MD.2T]

^[MD.4C2]transverse sacral fracture extending through the S3 vertebral body with involvement of the bilateral sacral ala and extension into the bilateral S3 sacral foramina^[B4.1C2]

A^[MD.4C2] small component extends more inferiorly into the right sacral ala without involvement of the S4 sacral foramen.^[B4.1C2]

Orthopedic surgery consult^[B4.2C2]ed:

DVT ppx per primary. Ortho recommends ASA 81 BID for at least 4 weeks^[H5.1C2] (pt DC with ASA 81mg BID per ortho recs)^[MD.2C2]

Weightbearing status: WBAT BLE

No further orthopaedic operative intervention at this time. Please call with any questions or concerns.

Follow-up with Dr. Cunningham in 2 to 3 weeks (Approx 8/6-8/13)^[H5.1C2]^[MD.1C2]^[H5.1C2]

On 8/2/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[H5.2C2] remains unchanged at this time^[AC.1C2]^[H5.2C2]

Other

Back pain

Assessment & Plan^[MD.2T]

Pt reported weakness/paresthesias in the leg

Neurosurgery consult-recommendation to get spinal MRIs

Pan spine MRIs completed with b^[MD.5C3]lateral muscle strains of the piriformis muscles

Symptomatic management^[B4.3C3] - muscle relaxer prn, opiate pain medication prn^[MD.6C3]

PT/OT consulted for eval to determine dispo^[H5.3C3] - cleared for dispo home with caregiver^[MD.7C3]

On 8/2/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[H5.4C3] remains unchanged at this time^[AC.2C3]^[H5.4C3]

Acute pain due to trauma

Assessment & Plan^[MD.2T]

Generated by 189191 at 9/18/24 8:12 AM

Page 65

7/23/2024 - ED 6 Hosp Admission (Documented in RNTE (continued))

Discharge Summary Note (continued)

Multimodal pain regimen^[EA, 4C4]
Scheduled^[HS, 5C4] gabapentin (increased dose 7/26)^[AC, 3C4]
Flexeril 10 mg as needed for muscle spasms
Norco 7.5/10 mg as needed pain scale^[AC, 4C4]
Lidocaine patch^[AC, 3C4]

DC with gabapentin taper and norco rx^[MD, 8C4]

On 8/2/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[AC, 3C4] remains unchanged at this time^[MD, 8C4] ^[AC, 3C4]

Injury resulting from fall from height

Assessment & Plan^[MD, 2T]

Level 3 consult
Patient works as an arborist fell off of a wood chipper approximately 5-6 feet onto his back
Hemodynamically stable
Reporting numbness and weakness in the right lower extremity
CT head- negative
CT C-spine degenerative disc disease, no traumatic injury
CT CAP- nondisplaced fracture at the S3-S4 joint without displacement orthopedic surgery consult
Pan MRI- left lumbar spine muscle strains- neurosurgery consult, signed off
Patient admitted to the floor for pain control^[EM, 5C5]
PT/OT consulted - cleared for DC home^[MD, 7C5]

On 8/2/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition remains unchanged at this time^[MD, 6C5]

Constipation- resolved as of 7/31/2024

Assessment & Plan^[MD, 2T]

No BM since admission (7 days)
Miralax and pericolace ongoing
MOM x 3 doses ordered^[MD, 5C5]
BM 7/30^[MD, 10C5]

On 7/31/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition was updated as above^[MD, 9C5]

Need for hepatitis C screening test- resolved as of 7/29/2024

Assessment & Plan^[MD, 2T]

Per chart review, Hepatitis C Antibody is equivocal by screening methodology. As appropriate clinically, consider HCV RNA viral load testing by PCR. (A) this was completed in 2019
Not documented any further in Care Everywhere- will need to discuss with patient and determine if this was fully worked up.^[HS, 6C7]

Discussed with patient at bedside 7/28. Patient only aware of any formal hepatitis C diagnosis.^[AC, 5C7]
Repeat labs ordered for 7/29 for screening^[AC, 5C7], negative for antibody. Reviewed with patient^[AC, 7C7]

On 7/29/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[HS, 7C7] remains unchanged at this time^[AC, 2C7] ^[HS, 7C7]

Occipital scalp laceration- resolved as of 8/2/2024

Assessment & Plan^[MD, 2T]

Generated by 189191 at 8/18/24 8:12 AM

Page 66

8/2/2024 2:00 PM 7E Discharge (continued)

Discharge Summary Note (continued)

Irrigated and stapled by the emergency department ^[EM,1CS] 7/23
Evaluate for staple removal in ^[AC,1CS] 5 ^[MD,11CS] ^[AC,1CS] days (~7/30) ^[MD,11CS]
Wound hemostatic ^[HS,2CS]
Staples removed - steri strips overlying - well healed ^[MD,10CS]

On 8/2/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition ^[HS,2CS] remains unchanged at this time ^[AC,9CS] ^[HS,2CS]

Paresthesia of right lower extremity—resolved as of 8/1/2024

Assessment & Plan ^[MD,2T]

Reported right lower extremity weakness and paresthesia in comparison to the left; no traumatic injuries identified on CT scan
Neurosurgery consult—recommendation to get spinal MRIs
Pan spine MRIs ^[EM,4CS] completed with ^[AC,9CS] lumbar spine muscle strains—symptomatic management
Neurosurgery signed off, no acute intervention needed ^[EM,4CS]
Ortho ^[HS,8CS] ^[AC,1CS] aware and proceeding with nonoperative management ^[HS,8CS]
PT/OT consulted for evaluation ^[HS,9CS]
Pt states that this has resolved ^[MD,12CS]

On 8/1/2024, I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition ^[HS,6CS] remains unchanged at this time ^[AC,1CS]

On ^[MD,1T] 8/2/2024 ^[MD,2T], the patient was evaluated by the trauma team. At this time the patient was tolerating a diet, their pain was well controlled, and they denied issues with voiding and defecating. Discharge and follow-up instructions were provided. All questions were answered. At this time, the patient was deemed acceptable for discharge.

PHYSICAL EXAM ON DISCHARGE:

Physical Exam ^[MD,1T]

Vitals ^[MD,1M] reviewed.

Constitutional:

General: He is ^[MD,1T] not in acute distress ^[MD,1M].

Appearance: He is not ^[MD,1T] ill-appearing ^[MD,1M].

HEENT:

Head: ^[MD,1T] Normocephalic ^[MD,1M].

Comments: ^[MD,1T] Healing wound to L occiput - staples removed, steri strips overlying - no surrounding erythema, edema, warmth, drainage ^[MD,1M]

Mouth/Throat:

Mouth: Mucous membranes are ^[MD,1T] moist ^[MD,1M].

Eyes:

Extraocular Movements: ^[MD,1T] Extraocular movements intact ^[MD,1M].

Pupils: ^[MD,1T] Pupils are equal, round, and reactive to light ^[MD,1M].

Cardiovascular:

Rate and Rhythm: ^[MD,1T] Normal rate ^[MD,1M].

Pulses: ^[MD,1T] Normal pulses ^[MD,1M].

Pulmonary:

Effort: Pulmonary effort is ^[MD,1T] normal ^[MD,1M], No ^[MD,1T] respiratory distress ^[MD,1M].

Breath sounds: Normal ^[MD,1T] breath sounds ^[MD,1M], No ^[MD,1T] wheezing ^[MD,1M].

Chest:

Chest wall: No ^[MD,1T] tenderness ^[MD,1M].

Abdominal:

Generated by 189191 at 8/18/24 8:12 AM

Page 67

**PRISMA
HEALTH**

RH 7E
5 Medical Park Rd -
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/26/1971, Legal Sex: M
Adm: 7/23/2024, D/C: 8/2/2024

8/2/2024 ED to Hosp Admission (Discharge) in RH 7E (continued)

Discharge Summary Note (continued)

General: Abdomen is ^(MD, IT) flat ^(MD, IM). There is no ^(MD, IT) distension ^(MD, IM).
Palpations: Abdomen is ^(MD, IT) soft ^(MD, IM).
Tenderness: There is no ^(MD, IT) guarding ^(MD, IM).

Musculoskeletal:

General: No ^(MD, IT) deformity ^(MD, IM) or ^(MD, IT) signs of injury ^(MD, IM).
Cervical back: ^(MD, IT) Normal range of motion ^(MD, IM).
Comments: ^(MD, IT) TTP right hip
Grossly moving all extremities ^(MD, IM)

Skin:

General: Skin is ^(MD, IT) warm ^(MD, IM).
Capillary Refill: Capillary refill takes ^(MD, IT) less than 2 seconds ^(MD, IM).
Comments: ^(MD, IT) Bruising to right abdomen, right forearm, medial elbow
Abrasion to right hip ^(MD, IM)

Neurological:

General: ^(MD, IT) No focal deficit ^(MD, IM) present.
Mental Status: He is ^(MD, IT) alert ^(MD, IM) and ^(MD, IT) oriented to person, place, and time ^(MD, IM).

Psychiatric:

Mood and Affect: ^(MD, IT) Mood ^(MD, IM) normal.
Behavior: ^(MD, IT) Behavior ^(MD, IM) normal.

MEDICATIONS ON DISCHARGE:^(MD, IT)

Discharge Medication List

New Medications

acetaminophen 325 mg tablet

Sig: Take 2 tablets (650 mg) by mouth every 4 (four) hours as needed for fever greater than or equal to 100.4 F, headaches, mild pain or moderate pain

Refills: 0

Last Dose: 1,000 mg on July 29, 2024 5:01 AM

Commonly known as: TYLENOL

aspirin 81 mg EC tablet

Sig: Take 1 tablet (81 mg) by mouth 2 (two) times a day Starting 8/3

Qty: 60 tablet

Refills: 0

Commonly known as: ECOTRIN

gabapentin 300 mg capsule

Sig: Take 1 capsule (300 mg) by mouth 2 (two) times a day for 7 days, THEN 1 capsule (300 mg) daily for 7 days.

Qty: 21 capsule

Refills: 0

Last Dose: 400 mg on August 2, 2024 8:17 AM

Commonly known as: NEURONTIN

Start taking on: August 2, 2024

7/23/2024 - ED to Hosp Admission (Discharged to RH 7E (continued))

Operative Notes (continued)

Post-procedure details:

Dressing: ^[CS.1M] Open (no dressing) ^[CS.1M]

Procedure completion: ^[CS.1M] Tolerated well, no immediate complications ^[CS.1M]

Electronically signed by Shields, Caleb Mark, MD at 7/23/2024 8:12 PM
Electronically signed by Stratton, Amanda Jane, MD at 7/23/2024 8:51 PM

Attribution Key

CS.1 - Shields, Caleb Mark, MD on 7/23/2024 8:58 PM
CS.2 - Shields, Caleb Mark, MD on 7/23/2024 8:12 PM
M - Manual, T - Template

Clinical Notes (group 1 of 3)

Assessment & Plan Note

Dwyer, Mollie Claire, PA at 7/24/2024 03:37

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/2/2024 12:22 PM	Date of Service: 7/24/2024 3:37 AM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Injury resulting from fall from height		

Level 3 consult

Patient works as an arborist fell off of a wood chipper approximately 5-6 feet onto his back

Hemodynamically stable

Reporting numbness and weakness in the right lower extremity

CT head- negative

CT C-spine degenerative disc disease, no traumatic injury

CT CAP- nondisplaced fracture at the S3-S4 joint without displacement orthopedic surgery consult

Pan MRI- left lumbar spine muscle strains- neurosurgery consult; signed off

Patient admitted to the floor for pain control ^[EM.1M]

PT/OT consulted - cleared for DC home ^[MD.1M]

On ^[MD.2M] 8/2/2024 ^[MD.1M], I personally examined the patient, reviewed documentation, and updated both as needed.
Patient's plan of care for this condition ^[MD.2M] remains unchanged at this time ^[MD.2M]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 12:22 PM

Attribution Key

EM.1 - Maccou, Elena Constanza, MD on 7/24/2024 3:38 AM
MD.1 - Dwyer, Mollie Claire, PA on 8/2/2024 12:22 PM
MD.2 - Dwyer, Mollie Claire, PA on 7/30/2024 3:43 PM
M - Manual, T - Template

Dwyer, Mollie Claire, PA at 7/24/2024 03:38

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/2/2024 12:39 PM	Date of Service: 7/24/2024 3:38 AM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Sacral fracture (HCC)		

^[MD.1M] Transverse sacral fracture extending through the S3 vertebral body with involvement of the bilateral sacral ala

Generated by 189191 at 8/18/24 8:12 AM

Page 76

8/2/2024 - ED to Wasp Bites (Discharged) to RH7E (continued)

Clinical Notes (group 1 of 3) (continued)

and extension into the bilateral S3 sacral foramina^[EM.1C]
A^[MD.1M] small component extends more inferiorly into the right sacral ala without involvement of the S4 sacral foramen.^[EM.1C]

Orthopedic surgery consult^[EM.2M] ed^[HS.1M]

DVT ppx per primary. Ortho recommends ASA 81 BID for at least 4 weeks^[HS.1C] (A^[MD.2M] pt DC with ASA 81mg BID per ortho recs^[MD.2C] [MD.2M]

Weightbearing status: WBAT BLE

No further orthopaedic operative intervention at this time. Please call with any questions or concerns.

Follow-up with Dr. Cunningham in 2 to 3 weeks^[HS.1C] (Approx 8/15/24^[HS.1M] 8-31^[MD.3M] 8-15^[HS.1M])

On^[HS.2T] 8/2/2024^[MD.4T], I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[HS.2T] remains unchanged at this time^[AC.1M] [HS.2T]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 12:39 PM

Attribution Key

AC.1 - Crossley, Allyson Rebecca, PA on 7/26/2024 2:19 PM
EM.1 - Maccoiu, Elena Constanza, MD on 7/24/2024 3:41 AM
EM.2 - Maccoiu, Elena Constanza, MD on 7/24/2024 3:37 AM
HS.1 - Stephenson, Hannah Grace, PA on 7/24/2024 12:01 PM
HS.2 - Stephenson, Hannah Grace, PA on 7/24/2024 12:04 PM
MD.1 - Dwyer, Mollie Claire, PA on 7/30/2024 3:40 PM
MD.2 - Dwyer, Mollie Claire, PA on 8/2/2024 12:39 PM
MD.3 - Dwyer, Mollie Claire, PA on 8/2/2024 12:12 PM
MD.4 - Dwyer, Mollie Claire, PA on 8/2/2024 12:22 PM
C - Copied, M - Manual, T - Template

Dwyer, Mollie Claire, PA at 7/24/2024 03:38

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/2/2024 12:24 PM	Date of Service: 7/24/2024 3:38 AM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Acute pain due to trauma		

Multimodal pain regimen^[EM.1M]

Scheduled^[HS.1M] gabapentin (increased dose 7/26)^[AC.1M]

Flexeril 10 mg as needed for muscle spasms

Norco 7.5/10 mg as needed pain scale^[AC.2M]

Lidocaine patch^[AC.1M]

DC with gabapentin taper and norco rx^[MD.1M]

On^[AC.1T] 8/2/2024^[MD.1T], I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[AC.1T] remains unchanged at this time^[MD.2M] [AC.1T]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 12:24 PM

Attribution Key

AC.1 - Crossley, Allyson Rebecca, PA on 7/26/2024 2:25 PM
AC.2 - Crossley, Allyson Rebecca, PA on 7/26/2024 12:55 PM
EM.1 - Maccoiu, Elena Constanza, MD on 7/24/2024 3:38 AM
HS.1 - Stephenson, Hannah Grace, PA on 7/25/2024 11:13 AM
MD.1 - Dwyer, Mollie Claire, PA on 8/2/2024 12:24 PM
MD.2 - Dwyer, Mollie Claire, PA on 7/30/2024 3:43 PM
M - Manual, T - Template

Generated by 189191 at 8/18/24 8:12 AM

Page 77

Clinical Notes (group 1 of 3) (continued)

Dwyer, Mollie Claire, PA at 7/24/2024 03:40

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/1/2024 5:21 PM	Date of Service: 7/24/2024 3:40 AM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Paresthesia of right lower extremity		

Reported right lower extremity weakness and paresthesia in comparison to the left, no traumatic injuries identified on CT scan

Neurosurgery consult--recommendation to get spinal MRIs

Pan spine MRIs^[EM.1M] completed with^[AC.1M] lumbar spine muscle strains--symptomatic management

Neurosurgery signed off, no acute intervention needed^[EM.1M]

Ortho^[HS.1M] aware and proceeding with nonoperative management^[HS.1M]

PT/OT consulted for evaluation^[HS.2M]

Pt states that this has resolved^[MD.1M]

On^[HS.1M] 8/1/2024^[MD.2M], I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[HS.1M] remains unchanged at this time^[AC.2M]

Electronically signed by Dwyer, Mollie Claire, PA at 8/1/2024 5:21 PM

Attribution Key

AC.1 - Crossley, Alyson Rebecca, PA on 7/28/2024 12:53 PM
AC.2 - Crossley, Alyson Rebecca, PA on 7/28/2024 2:19 PM
EM.1 - Maccou, Eliana Constanza, MD on 7/24/2024 3:38 AM
HS.1 - Stephenson, Hannah Grace, PA on 7/24/2024 12:03 PM
HS.2 - Stephenson, Hannah Grace, PA on 7/25/2024 11:11 AM
MD.1 - Dwyer, Mollie Claire, PA on 8/1/2024 5:20 PM
MD.2 - Dwyer, Mollie Claire, PA on 8/1/2024 5:21 PM
M - Manual, T - Template

Dwyer, Mollie Claire, PA at 7/24/2024 03:41

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/2/2024 12:22 PM	Date of Service: 7/24/2024 3:41 AM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Occipital scalp laceration		

Irrigated and stapled by the emergency department^[EM.1M] 7/23

Evaluate for staple removal in^[AC.1M] 5^[MD.1M] days (~7/30)^[MD.1M]

Wound hemostatic^[HS.1M]

Staples removed - steri strips overlying - well healed^[MD.2M]

On^[HS.1M] 8/2/2024^[MD.3M], I personally examined the patient, reviewed documentation, and updated both as needed. Patient's plan of care for this condition^[HS.1M] remains unchanged at this time^[AC.2M] ^[HS.1M]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 12:22 PM

Attribution Key

AC.1 - Crossley, Alyson Rebecca, PA on 7/28/2024 2:19 PM
AC.2 - Crossley, Alyson Rebecca, PA on 7/27/2024 11:47 AM
EM.1 - Maccou, Eliana Constanza, MD on 7/24/2024 3:40 AM
HS.1 - Stephenson, Hannah Grace, PA on 7/24/2024 12:04 PM
MD.1 - Dwyer, Mollie Claire, PA on 7/30/2024 3:41 PM

7/23/2024 ED to Hosp Admission (Discharge) to RH7E (continues)

Clinical Notes (group 1 of 3) (continued)

MD.2 - Dwyer, Mollie Claire, PA on 7/31/2024 8:54 PM
MD.3 - Dwyer, Mollie Claire, PA on 8/2/2024 12:22 PM
M - Manual, T - Template

Dwyer, Mollie Claire, PA at 7/24/2024 03:42

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/2/2024 12:24 PM	Date of Service: 7/24/2024 3:42 AM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Back pain		

Pt reported weakness/paresthesias in the bay^[MD.1M]
Neurosurgery consult-recommendation to get spinal MRIs
Pan spine MRIs completed^[MD.1C] with b^[MD.1M] lateral muscle strains of the piriformis muscles^[EM.1C]
Symptomatic management^[EM.1M] - muscle relaxer pm, opiate pain medication pm^[MD.2M]
PT/OT consulted for eval to determine dispo^[HS.1M] - cleared for dispo home with caregiver^[MD.3M]

On^[HS.2T] 8/2/2024^[MD.4T], I personally examined the patient, reviewed documentation, and updated both as needed.
Patient's plan of care for this condition^[HS.2T] remains unchanged at this time^[AC.1M] ^[HS.2T]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 12:24 PM

Attribution Key

AC.1 - Crossley, Allyson Rebecca, PA on 7/28/2024 2:24 PM
EM.1 - Maccou, Elana Constanza, MD on 7/24/2024 3:42 AM
HS.1 - Stephenson, Hannah Grace, PA on 7/24/2024 12:15 PM
HS.2 - Stephenson, Hannah Grace, PA on 7/25/2024 11:14 AM
MD.1 - Dwyer, Mollie Claire, PA on 8/2/2024 12:23 PM
MD.2 - Dwyer, Mollie Claire, PA on 7/30/2024 3:43 PM
MD.3 - Dwyer, Mollie Claire, PA on 8/2/2024 12:22 PM
MD.4 - Dwyer, Mollie Claire, PA on 8/2/2024 12:24 PM
C - Copied, M - Manual, T - Template

Crossley, Allyson Rebecca, PA at 7/24/2024 17:24

Author: Crossley, Allyson Rebecca, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 7/29/2024 12:55 PM	Date of Service: 7/24/2024 5:24 PM	Status: Edited
Editor: Crossley, Allyson Rebecca, PA (Physician Assistant)		
Related Problem: Hepatitis C antibody positive in blood		

Per chart review^[HS.1M] Hepatitis C Antibody is equivocal by screening methodology. As appropriate clinically, consider HCV RNA viral load testing by PCR. (A)^[HS.1C] this was completed in 2019
Not documented any further in Care Everywhere- will need to discuss with patient and determine if this was fully worked up.^[HS.1M]

Discussed with patient at bedside 7/28. Patient only aware of any formal hepatitis C diagnosis^[AC.1M]
Repeat labs ordered for screening^[AC.2M], negative for antibody. Reviewed with patient^[AC.3M]

On^[HS.2T] 7/29/2024^[AC.4T], I personally examined the patient, reviewed documentation, and updated both as needed.
Patient's plan of care for this condition^[HS.2T] remains unchanged at this time^[AC.5M] ^[HS.2T]

Electronically signed by Crossley, Allyson Rebecca, PA at 7/29/2024 12:55 PM

Attribution Key

Generated by 189191 at 9/18/24 8:12 AM

Page 79

PRISMA
HEALTH

RH 7E
5 Medical Park Rd
COLUMBIA SC 29203

Brunson, Neval
MRN: 977402133, DOB: 4/28/1971, Legal Sex: M
Adm: 7/23/2024, DIC: 8/2/2024

07/23/2024 - ED to Hosp Admission (Discharged) in RH 7E (continued)

Clinical Notes (group 1 of 3) (continued)

AC.1 - Crossley, Allyson Rebecca, PA on 7/28/2024 12:00 PM
AC.2 - Crossley, Allyson Rebecca, PA on 7/28/2024 7:39 AM
AC.3 - Crossley, Allyson Rebecca, PA on 7/29/2024 12:54 PM
AC.4 - Crossley, Allyson Rebecca, PA on 7/29/2024 12:55 PM
AC.5 - Crossley, Allyson Rebecca, PA on 7/28/2024 2:24 PM
HS.1 - Stephenson, Hannah Grace, PA on 7/24/2024 5:19 PM
HS.2 - Stephenson, Hannah Grace, PA on 7/25/2024 11:12 AM
C - Copied, M - Manual, T - Template

Dwyer, Mollie Claire, PA at 7/30/2024 15:44

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 7/31/2024 5:54 PM	Date of Service: 7/30/2024 3:44 PM	Status: Edited
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Constipation		

No BM since admission (7 days)
Miralax and pericolace ongoing
MOM x 3 doses ordered^[MD.1M]
BM 7/30^[MD.2M]

On^[MD.1T] 7/31/2024^[MD.2T], I personally examined the patient, reviewed documentation, and updated both as needed.
Patient's plan of care for this condition^[MD.1T] was updated as above^[MD.1M]

Electronically signed by Dwyer, Mollie Claire, PA at 7/31/2024 5:54 PM

Attribution Key

MD.1 - Dwyer, Mollie Claire, PA on 7/30/2024 3:44 PM
MD.2 - Dwyer, Mollie Claire, PA on 7/31/2024 5:54 PM
M - Manual, T - Template

Dwyer, Mollie Claire, PA at 8/2/2024 12:39

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/2/2024 12:39 PM	Date of Service: 8/2/2024 12:39 PM	Status: Written
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		
Related Problem: Closed avulsion fracture of anterior superior iliac spine of pelvis (HCC)		

CT CAP: ^[MD.1M] findings concerning for bony avulsion injury involving the right anterior iliac spine with associated edema and soft tissue swelling in this vicinity^[MD.1C]
Ortho consulted - non-op
WBAT^[MD.1M]

Follow-up with Dr. Cunningham in 2 to 3 weeks (Approx 8/5-8/13)^[MD.1C]
- pt DC with ASA 81mg BID per ortho recs^[MD.1M]

On^[MD.1T] 8/2/2024^[MD.2T], I personally examined the patient, reviewed documentation, and updated both as needed.
Patient's plan of care for this condition^[MD.1T] was updated as above^[MD.1M]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 12:39 PM

Attribution Key

MD.1 - Dwyer, Mollie Claire, PA on 8/2/2024 12:37 PM
MD.2 - Dwyer, Mollie Claire, PA on 8/2/2024 12:39 PM
C - Copied, M - Manual, T - Template

7/23/2024 ED to Hosp Admissions Discharged to RN7E (continued)

Clinical Notes (group 1 of 3) (continued)

- Sacral and iliac fractures (Consult note 7/23)^[LH,IM]

Treatment^[LH,IM]

- PT/OT eval and treat (Progress note 7/24)
- PT/OT recommending acute rehab (Progress note 7/25)^[LH,IM]

Reference Material:

Functional quadriplegia (R532) is the lack of ability to use one's limbs or to ambulate due to extreme debility or frailty caused by another medical condition without physical injury or damage to the spinal cord. Typically, the patient requires "total care". The usual findings are: bedridden, inability to turn, unable to feed or groom self, urinary/fecal incontinence, flexion contractures.

Common Causes:

- Severe, end-stage dementia
- Advanced progressive neuro-degenerative disorder (e.g. Multiple sclerosis, ALS, CP, Huntington's disease)
- Severe brain injury/brain damage
- Advanced musculoskeletal deformity, severe crippling arthritis
- Profound intellectual disability

Pinson, R. & Tang, C. (2023) 2024 CDI Pocket Guide. Houston, TX: Pinson & Tang LLC^[LH,IM]

Electronically signed by Dwyer, Mollie Claire, PA at 8/2/2024 1:25 PM

Attribution Key

LH.1 - Hertzog, Liane H on 7/28/2024 8:38 AM
MD.1 - Dwyer, Mollie Claire, PA on 8/2/2024 1:24 PM
C - Copied, M - Manual, T - Template

Dwyer, Mollie Claire, PA at 8/2/2024 1527

Author: Dwyer, Mollie Claire, PA	Service: Trauma Surgery	Author Type: Physician Assistant
Filed: 8/21/2024 7:18 AM	Date of Service: 8/2/2024 3:27 PM	Status: Signed
Editor: Dwyer, Mollie Claire, PA (Physician Assistant)		Cosigner: Fitzgerald, Michael Thomas, MD at 8/21/2024 8:50 AM

Reviewer/Contact Info: Liane H Hertzog, CDIS^[LH,IM] // liane.hertzog@prismahealth.org^[LH,IM]

Alternate Contact Info: Deborah OKonek, CDI Manager; (803)-960-1233

Query Submission Date: 08/19/2024 Query Due Date^[LH,IM] 08/21/2024^[LH,IM]

PROVIDER QUERY

THIS QUERY IS PART OF THE PERMANENT MEDICAL RECORD

Please exercise your independent professional judgment. The fact that a question is asked does not imply that a particular answer is desired or expected. We greatly appreciate your clarification on this issue. Place an X that corresponds to your answer choice or free text an answer in the provider response box AND/OR document your response within the medical record (example: progress notes, d/c summary, OP note, etc.).

Query Question: Based on your medical judgment, could you please^[LH,IM] further clarify the loss of consciousness^[LH,IM]? For example:

Generated by 189191 at 9/18/24 8:12 AM

Page 82

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29506-2617

Brunson, Neval
MRN: 862662, DOB: 4/26/1971, Legal Sex: M
Visit date: 8/12/2024

08/12/2024 - Office Visit in McLeod Orthopedic Office (continued) 11:27 AM

Clinical Notes (continued)

Procedure: No surgery found
Procedure Date: No surgery found

HPI:

Neval Brunson is a 53 y.o. male^(ASTT) who presents with a chief complaint of right hip pain after being thrown off a log splitter. This is a work comp injury. He presents today with right hip pain located in the groin associate with muscle spasm extending to the back part of his lower back and pelvis. He states he has some difficulty putting full weight on his right leg. He has been using a walker. The injury occurred on 7/23/24. He states he does not really remember the injury he does not know if he hit his head or loss consciousness or if he was in shock. He states he woke up in the hospital^(ASTM)

Past Medical History:

Past Medical History:

Diagnosis: 1. HCC

- Fracture of hip (HCC)

Family History:

History reviewed. No pertinent family history.

Surgical History:

Past Surgical History:

Procedure: 1. Lateral

- APPENDECTOMY

Medications:

Current Outpatient Medications

Medication: 1. acetaminophen (TYLENOL)

• acetaminophen (TYLENOL)	650 mg. oral, Every 6 hours PRN
• aspirin	81 mg. oral, 2 times daily
• gabapentin (NEURONTIN)	300 mg. oral, 3 times daily
• naloxone (NARCAN)	4 mg. nasal, As needed

Allergies:

No Known Allergies

Vitals:

BP 110/77 | Pulse 85 | Temp 36.6 °C (97.9 °F) | Ht 5' 10" (1.778 m) | Wt 63.6 kg (140 lb 3.2 oz) | BMI 20.12 kg/m²

Review of Systems:^(ASTT)

Review of Systems

Printed on 11/22/24 9:14 AM

Page 24

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29506-2617

Brunson, Neval
MRN: 862682, DOB: 4/26/1971, Legal Sex: M
Visit date: 8/12/2024

8/12/2024 Office Visit in McLeod Orthopaedic Division (continued)

Clinical Notes (continued)

Constitutional: Patient denies chills, fever, night sweats, or weight loss

Eye: Patient denies changes in vision, blurry vision, eye pain.

ENT: Patient denies dental pain, ear pain, trouble swallowing, rhinorrhea, or sore throat

Cardiovascular: Patient denies chest pain, leg swelling, fainting

Respiratory: Patient denies cough, wheeze or SOB

GI: Patient denies abdominal pain, constipation, diarrhea, nausea/vomiting

Genitourinary: Patient denies discharge, dysuria, flank pain, urinary retention

Musculoskeletal/per NPI

Neurologic: Patient denies headache, neck stiffness, numbness, slurred speech, weakness, or seizure

Skin: Patient denies diaphoretic, jaundice, pruritus, or rash

Hematologic and Lymphatic: Patient denies easy bruising, lymphadenopathy, easy or spontaneous bleeding

Allergic and Immunologic: Patient denies hives, sneezing, or tongue swelling

Endocrine: Patient denies excessive thirst, fatigue, or nocturia

Psychiatric: Patient denies anxiety, depression, mania^[AS.1M]

Physical Exam:^[AS.1T]

General: Alert cooperative no acute distress the right lower extremity was examined there is no focal wounds or evidence of open fracture he tolerates gentle range of motion of the hips bilaterally.

His compartments of thigh and leg are soft and compressible he can wiggle his toes his sensation is intact light touch L2-S1 his DP and PT pulse are 2+^[AS.1M]

Image Results:

No image results found.^[AS.1T]

MRI of the sacrum MRI of the lumbar spine 3 views of the left elbow 3 views of the right elbow x-rays of the pelvis CT chest abdomen pelvis CT cervical spine CT head from 7/23 and 7/24/2024 were reviewed by me as were his hospital notes from Prisma^[AS.1M]

Encounter Diagnoses:

No diagnosis found.

Assessment/Plan:^[AS.1T]

Findings represent a lateral compression type I pelvic fracture with fracture through the sacrum on the right posteriorly as well as the anterior pelvis on the right with an ASIS avulsion fracture. We discussed treatment options at length the standard of care for this type of fracture is a trial of nonoperative treatment with protected weightbearing using a walker and physical therapy

He will be out of work for 3 months for the time being to allow for fracture healing

Continue weightbearing as tolerated with the use of a walker at all times

I gave him prescription for Flexeril and hydrocodone to help with pain and muscle spasms he can also take Tylenol and ibuprofen as needed

Follow-up in 6 weeks with x-rays^[AS.1M]

MCLEOD ORTHOPEDICS-DILLON
705 NORTH 8TH AVENUE SUITE 1B
DILLON, SC 29536
843-487-1588

CERTIFICATE TO RETURN TO WORK/SCHOOL

PATIENT'S NAME Neel Brunson DOB - 4-26-71

WILL BE OUT OF WORK/SCHOOL FROM 8/12/24 TO 11/12/24

AND IS ABLE TO RETURN TO WORK/SCHOOL ON _____

NATURE OF ILLNESS OR INJURY _____

COMMENTS _____

RESTRICTIONS (IF ANY) _____

EXCUSE FOR SIGNIFICANT OTHER _____

PATIENT'S NAME _____

SIGNIFICANT OTHER'S NAME _____ RELATION _____

DATES OUT OF WORK _____ THRU _____

RETURN TO WORK DATE _____

REASON FOR EXCUSE _____

DATE 8/12/24

PHYSICIAN'S SIGNATURE Bridgette Ferguson, MD / Maria Limberg, Physical Therapist

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29505-2617

Brunson, Neval
MRN: 862662, DOB: 4/26/1971, Legal Sex: M
Visit date: 9/16/2024

09/16/2024 Office Visit in McLeod Orthopaedic Division (continued)

Medication List (continued)

Instructions: Take 1 tablet (800 mg) by mouth in the morning, at noon, and at bedtime.
Authorized by: Sayan, Ardalan E, MD
Start date: 8/16/2024
Quantity: 80 tablet
Ordered on: 8/16/2024
End date: 10/30/2024
Refill: No refills remaining

tramadol (Ultram) 50 mg tablet
Instructions: Take 1 tablet (50 mg) by mouth every 4 (four) hours if needed for pain for up to 5 days.
Authorized by: Sayan, Ardalan E, MD
Start date: 8/16/2024
Quantity: 20 tablet
Ordered on: 8/16/2024
End date: 9/21/2024
Refill: No refills remaining

Stopped In Visit

None

Clinical Notes

Addendum Note

Benjamin, Colleen, MA at 9/16/2024 1645

Author: Benjamin, Colleen, MA
Filed: 9/17/2024 8:19 AM
Editor: Benjamin, Colleen, MA (Medical Assistant)
Added by: BENJAMIN-BETHEA, COLLEEN on: 9/17/2024 08:19 AM

Service: Orthopedics
Encounter Date: 9/16/2024

Author Type: Medical Assistant
Status: Signed

Modules accepted: Orders

Electronically signed by Benjamin, Colleen, MA at 9/17/2024 8:19 AM

Attribution Key

Attribution information is not available for this note.

Progress Notes

Sayan, Ardalan E, MD at 9/16/2024 1545

Author: Sayan, Ardalan E, MD
Filed: 9/16/2024 4:49 PM
Editor: Sayan, Ardalan E, MD (Physician)

Service: Orthopedics
Encounter Date: 9/16/2024

Author Type: Physician
Status: Signed

Patient ID: [AS.17] Neval Brunson [AS.27]

Reason for visit: [AS.17] Pain of the Right Hip (Trauma on 07/23/24 fell off wood chipper) and Fracture [AS.27]

Procedure: [AS.17] No surgery found [AS.27]

Procedure Date: [AS.17] No surgery found [AS.27]

HPI: [AS.17]

Printed on 11/22/24 9:13 AM

Page 15

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29505-2617

Brunson, Neval
MRN: 862662, DOB: 4/26/1971, Legal Sex: M
Visit date: 9/16/2024

09/16/2024 - Office Visit in McLeod Orthopaedic Clinic (continued)

Clinical Notes (continued)

Neval Brunson^(AS.1T) is a^(AS.1T) 53 y.o. male^(AS.2T) presents for work comp injury ASIS avulsion fracture nondisplaced sacral fractures S3-S4. He is overall progressing he progressed off a walker to a cane. He can ambulate put full weight on both of his legs. He does complain of some soreness especially at the top of his hip and pelvis some weakness in his hip area and some tingling in the back of his heel. He denies any bowel or bladder incontinence he does state he is getting better he rates his overall pain a 6 out of 10 today^(AS.1M)

Past Medical History:^(AS.1T)

Past Medical History:

Diagnosis: Lateral Date:

- Fracture of hip (HCC)^(AS.2T)

Family History:^(AS.1T)

History reviewed. No pertinent family history.^(AS.2T)

Surgical History:^(AS.1T)

Past Surgical History:

Procedure: Lateral Date:

- APPENDECTOMY^(AS.2T)

Medications:^(AS.1T)

Current Outpatient Medications

Medication	Instructions
• aspirin	81 mg, 2 times daily
• gabapentin (NEURONTIN)	300 mg, 3 times daily
• naloxone (NARCAN)	4 mg, As needed
• sennosides-docusate sodium (Peri-Colace) 8.6-50 mg tablet	1 tablet, oral, Daily ^(AS.2T)

Allergies:^(AS.1T)

No Known Allergies^(AS.2T)

Vitals:^(AS.1T)

BP 120/82 | Pulse 88 | Temp 36.4 °C (97.6 °F) | Ht 5' 10" (1.778 m) | Wt 63.3 kg (139 lb 9.6 oz) | BMI 20.03 kg/m²^(AS.2T)

Review of Systems:^(AS.1T)

Review of Systems^(AS.1M)

Physical Exam:^(AS.1T)

General: Alert cooperative no acute distress the hip and pelvis were examined he tolerates logroll Stinchfield FABER and FADIR's motor function to the right lower extremity is 5 out of 5 hip flexion hip extension knee flexion knee extension ankle flexion ankle extension

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29506-2617

Brunson, Neval
MRN: 862662, DOB: 4/28/1971, Legal Sex: M
Visit date: 9/16/2024

09/16/2024 - Office Visit in McLeod Orthopaedic (B) (ongoing continued) 11:12 AM

Clinical Notes (continued)

Sensation is intact light touch across the foot and heel

He has some pain with resisted hip flexion^[AS.1M]

Image Results^[AS.1T]

XR pelvis 1 or 2 views

AP pelvis demonstrates some ossific calcification above the ASIS. No discrete pelvic ring fracture visualized no interval displacement of known sacral fracture. Pelvic ring appears intact^[AS.2T]

Encounter Diagnoses^[AS.1T]

Multiple closed fractures of pelvis without disruption of pelvic ring, initial encounter (HCC)^[AS.2T]

Assessment/Plan^[AS.1T]

S3-S4 nondisplaced fracture continue weightbearing as tolerated continue with core strengthening continue with hip range of motion gradually include some hip strengthening especially on the right for ASIS avulsion fracture

Progress to weightbearing without a cane over the next 6 weeks

Follow-up in 6 weeks for clinical check with x-rays as well

Continue out of work for 6 more weeks

Will discontinue the Flexeril he states it feels like his blood pressure drops when he takes it

I will prescribe him some ibuprofen and some Ultram as needed at night for severe pain or discomfort^[AS.1M]

Orders^[AS.1T]

Orders Placed This Encounter

- XR pelvis 1 or 2 views^[AS.2T]

Procedures^[AS.1T]

Procedures^[AS.1M]

Disclaimer: This note was dictated via the Dragon Naturally Speaking application at point of care. A reasonable attempt at proofreading has been made. Nonetheless, incidental transcription errors may occur.^[AS.1M]

Electronically signed by Sayan, Ardalan E, MD at 9/16/2024 4:49 PM

Attribution Key

AS.1 - Sayan, Ardalan E, MD on 9/16/2024 4:37 PM
AS.2 - Sayan, Ardalan E, MD on 9/16/2024 4:46 PM
M - Manual, T - Template

Printed on 11/22/24 9:13 AM

Page 17

McLeod Health

MCLEOD ORTHOPAEDIC DILLON
705 N 8TH AVE SUITE 1B
DILLON SC 29536-2549
843-487-1588
Dept Fax: 843-487-1590

September 16, 2024

Patient: **Neval Brunson**
Date of Birth: **4/26/1971**
Date of Visit: **9/16/2024**

To Whom It May Concern:

It is my medical opinion that Neval Brunson Will be out of work until his next follow up appointment on 10/28/2024 .

If you have any questions or concerns, please don't hesitate to call.

Sincerely,



ARDALAN SAYAN, MD

CC: No Recipients

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29506-2617

Brunson, Neval
MRN: 862662, DOB: 4/26/1971, Legal Sex: M
Visit date: 10/28/2024

10/28/2024 Office Visit in McLeod Orthopaedic Clinic (continued)

Medication List (continued)

Quantity: 90 tablet

Refill: No refills remaining

Stopped in Visit

None

Clinical Notes

Addendum Note

Benjamin, Colleen, MA at 10/28/2024 1430

Author: Benjamin, Colleen, MA

Service: Orthopedics

Author Type: Medical Assistant

Filed: 10/28/2024 4:31 PM

Encounter Date: 10/28/2024

Status: Signed

Editor: Benjamin, Colleen, MA (Medical Assistant)

Attended by: BENJAMIN, BETHEA, COLLEEN on: 10/28/2024 04:31 PM

Modules accepted: Orders

Electronically signed by Benjamin, Colleen, MA at 10/28/2024 4:31 PM

Attribution Key

Attribution information is not available for this note.

Progress Notes

Sayan, Ardalan E, MD at 10/28/2024 1430

Author: Sayan, Ardalan E, MD

Service: Orthopedics

Author Type: Physician

Filed: 10/28/2024 4:31 PM

Encounter Date: 10/28/2024

Status: Signed

Editor: Sayan, Ardalan E, MD (Physician)

Patient ID: ^[AS.1T] Neval Brunson ^[AS.2T]

Reason for visit: ^[AS.1T] No chief complaint on file ^[AS.2T]

Procedure: ^[AS.1T] No surgery found ^[AS.2T]

Procedure Date: ^[AS.1T] No surgery found ^[AS.2T]

HPI: ^[AS.1T]

Neval Brunson ^[AS.2T] is a ^[AS.1T] 53 y.o. male ^[AS.2T] who presents for follow-up of S3-S4 sacral fracture, nondisplaced, ASIS avulsion fracture. He states he does not have a lot of pain but he does have some significant weakness in his legs as well as he has been experiencing some lightheadedness dizziness and blackouts which he relates to the trauma he sustained to his head where he feels like he had a concussion and hit the back of his head during the accident. He states that this is the most bothersome thing to him. He does feel like his hip is subjectively weak especially on the right. He continues to ambulate with a cane ^[AS.1N]

Printed on 11/22/24 9:13 AM

Page 4

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29505-2617

Brunson, Neval
MRN: 862662, DOB: 4/28/1971, Legal Sex: M
Visit date: 10/28/2024

10/28/2024 Office Visit in End and Orthopaedic Bilba (continued)

Clinical Notes (continued)

Past Medical History: [AS.17]

Past Medical History:

Diagnosis: [AS.17] Date: [AS.17]

- Fracture of hip (HCC) [AS.27]

Family History: [AS.17]

History reviewed. No pertinent family history. [AS.27]

Surgical History: [AS.17]

Past Surgical History:

Procedure: [AS.17] Laterality: [AS.17] Date: [AS.17]

- APPENDECTOMY [AS.27]

Medications: [AS.17]

Current Outpatient Medications

Medication: [AS.17] Instructions: [AS.17]

• aspirin	81 mg, 2 times daily
• gabapentin (NEURONTIN)	300 mg, 3 times daily
• naloxone (NARCAN)	4 mg, As needed
• sennosides-docusate sodium (Peri-Colace) 8.6-50 mg tablet	1 tablet, oral, Daily [AS.27]

Allergies: [AS.17]

No Known Allergies [AS.27]

Vitals: [AS.17]

BP 120/87 | Pulse 71 | Temp 36.3 °C (97.4 °F) | Ht 5' 9" (1.753 m) | Wt 64.9 kg (143 lb) | BMI 21.12 kg/m² [AS.27]

Review of Systems: [AS.17]

Review of Systems [AS.1M]

Physical Exam: [AS.17]

General: Alert cooperative no acute distress the right and left upper extremities were examined he has no restriction in full range of motion of the right and left hips. He does have some pain with straight leg raise on the right and he is tender to palpation about the ASIS he is nontender palpation about the pelvic ring the pelvis is stable to compression he is nontender palpation about the lumbar sacral spine

Knee and ankle jerks are 2+ motor is 5 out of 5 sensation intact light touch L2-S1 [AS.1M]

Image Results: [AS.17]

XR pelvis 1 or 2 views

AP pelvis demonstrates some ossific calcification above the ASIS. No

Printed on 11/22/24 9:13 AM

Page 5

McLeod Health

McLeod Regional Medical
Center
555 EAST CHEVES STREET
FLORENCE SC 29506-2817

Brunson, Neval
MRN: 862662, DOB: 4/26/1971, Legal Sex: M
Visit date: 10/28/2024

10/28/2024 Office Visit in McLeod Orthopaedic Dallon (continued)

Clinical Notes (continued)

discrete pelvic ring fracture visualized no interval displacement of known
sacral fracture. Pelvic ring appears intact^(AS,2T)

Encounter Diagnoses^(AS,1T)

Multiple closed fractures of pelvis without disruption of pelvic ring (HCC)^(AS,2T)

Assessment/Plan:^(AS,1T)

Patient should have a neurology referral for lower extremity weakness following sacral fracture he may need an EMG/NCV of the lower extremities and also he should see a neurologist about the headaches and lightheadedness dizziness and blackouts he is experiencing after his accident. He did have some head trauma to which he required his scalp to be sutured and he feels like he did not lose consciousness during the accident

From my standpoint for the hip I recommend continuation of physical therapy 2-3 times a week for the next 8 weeks for core strengthening lower back strengthening and hip strengthening as well as bilateral lower extremity strengthening
Continue ibuprofen 800 for pain

Out of work 2 more months

Follow-up in 2 months

Plan in 2 months will be for FCE, MMI^(AS,1M)

Orders:^(AS,1T)

Orders Placed This Encounter

- XR pelvis 1 or 2 views^(AS,2T)

Procedures:^(AS,1T)

Procedures^(AS,1M)

Disclaimer: This note was dictated via the Dragon Naturally Speaking application at point of care. A reasonable attempt at proofreading has been made. Nonetheless, incidental transcription errors may occur.^(AS,1T)

Electronically signed by Sayan, Ardalan E, MD at 10/28/2024 4:01 PM

Attribution Key

AS,1 - Sayan, Ardalan E, MD on 10/28/2024 3:38 PM
AS,2 - Sayan, Ardalan E, MD on 10/28/2024 3:58 PM
M - Manual, T - Template

Marion Physical Therapy

108 East Bobby Gerald Parkway
Post Office Box 1729
Marion, South Carolina 29571
Telephone: (843) 423-4474 Fax: (843) 423-4478

Physical Therapy Initial Evaluation

Patient: Neval Brunson

Claim #: Y4H19158C

First Date of Service: 08/20/24

Date of Recertification: _____

Aug '24 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Sep '24 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

HISTORY: Pelvic Pain due to Fx's (no surgery). Injured: 07/23/24: Fell off of a wood chipper, unsure of specific events leading to and after incident (head injury?). Airlifted from Sumter to Columbia, SC. Employed by Xylem Tree Experts for @3 yrs. OOW since injury.

PAST MEDICAL HX: (-).

DIAGNOSTICS: X-Ray: Pelvic Fx's per MD Rx, no reports available.

PRECAUTIONS: Pelvic Fx's.

SUBJECTIVE: 10 staples in head, lost front tooth. I really don't know what happened. I was sitting with my coworker on the chipper and next thing I know, I was in the hospital in Col'a.

PAIN/LOCATION: Pelvis (R>L): 6/10.

NATURE/BEHAVIOR: Night pain, not sleeping well, pain w/ sitting, standing, walking, Rx pain medx helps, but is out due to short term (5 day) supply, no refills yet.

OBJECTIVE:

OBSERVATIONS: Amb w/ RW, WBAT, slow, antalgic gait.

ROM: LB: N/T due to pain, limited balance/tolerance to standing.

PT Initial Evaluation

PALPATION: Tenderness at R side of Pelvis: anterior around to posterior.

SENSATION/REFLEXES: Numb at R heel...N/T.

STRENGTH: R LE: Quad: 3+/5, Ham's: 4-/5, Hip Flx: 3/5, L LE: Quad: 4+/5, Ham's: 4+/5, Hip Flx: 4-/5.

Other: ---

TREATMENT: B SHF, LAQ x 20ea, NuStepx12'

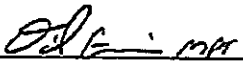
ASSESSMENT: Pelvic Pain.

PLAN: PATIENT WILL BE SEEN 2 TIMES FOR 5 WEEKS FOR _____

Modalities prn, Manual Therapy, LB/LE Flexibility/Strength, Core/SI Stab's.

GOALS:

1. Demonstrate WNL LBROM in all planes to be able perform ADL's w/o pain > 2/10.
2. Be able to stand/walk for a full shift, on uneven/rough terrain, w/o pain > 2/10.
3. Be able to push/pull >75# and lift >40# multiple times during a shift w/o pain >2/10.
4. Be able to RTW FTFD w/o pain or restrictions.

 mpr

David Erwin, Physical Therapist

MD appt: A. Savaan, MD: @4-6 wks?

Marion Physical Therapy, LLC
108 East Bobby Gerald Parkway Marion, South Carolina 29571
Phone (843) 423-4474 Fax (843) 423-4478

Name: Neval Brunson

Date: 8-22-24	8-27-24	8-29-24	9-3-24
Subjective: "2 hrs being a tough time semi-genued & this pain"	"I am hurting + some today."	"I have broken out to knee and over my body"	"I am hurting today."
Treatment Time: 30' Exercise 1 unit= 15 min' <u>2</u> Manual / Estim	Treatment Time: 49' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 47' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: Exercise 1 unit= 15 min' ____ Manual / Estim
Objective:			
SHE, FAQ x <u>20</u> Bilat. <u>0</u> #	✓	✓ <u>20</u>	<u>0</u> #
SHA, SHE x ____ Bilat. ____ #		✓ <u>20</u>	<u>0</u> #
Sed. Wt. St. Ths			
Mini Squats x ____			
Planting in pho. SUBS. p. 100			
Leg Press ____ # x ____ Bilat.	<u>15</u> # x <u>30</u>	✓	<u>0</u> #
4"6" step up/down, <> x ____			
Bike / Nuster x <u>12</u> Min's	✓	✓	✓
Ham's/Gastroc stretch	✓	✓	✓
SKTC, LTR, PIRIF STRETCH	<u>SKTC, g.i.v.</u>	✓	<u>0</u> #
BRIDGING x ____		<u>x 10</u>	
SUP 90°/90°LE ISOM ABSX10ea			
SEATED LAT. TRUNK/QL STETCH			
Assessment: poor mobility, slower pain ful. (pelvis & (B) knee pain	4th. Ans. slowly & S.P.C. Slow & transfer. No ob pain & a.c.	No ob pain & a.c.	4th. unable to complete this. so @ knee pain.
Plan: progress as tol	<u>Cont</u>	<u>Cont</u>	<u>Cont</u>
Signature: <u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

Marion Physical Therapy, LLC
108 East Bobby Gerald Parkway Marion, South Carolina 29571
Phone (843) 423-4474 Fax (843) 423-4478

Name: Neval Brunson

Date: 9-5-24	9-10-24	9-12-24	9-17-24
Subjective: "Trade in the car about yesterday & it makes the gears in my foot hurt."	"Doing okay. my feet were burning all weekend."	"Feel better today. Foot like I might be getting a little better."	"Doing better some. I saw the doctor yesterday & he wants me to cont. therapy."
Treatment Time: 45' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 47' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 45' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 48' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim
Objective:			
SHF, FAQ x <u>20</u> Bilat. <u>0</u> # SHA, SHE x <u>15</u> Bilat. <u>0</u> #	<u>2</u> # <u>2</u> #	✓ ✓	✓ <u>3</u> # ✓ <u>3</u> #
Mini Squats x			
Leg Press <u>90</u> # x <u>30</u> Bilat.	✓	✓	✓ <u>105</u> # <u>2</u>
4"6" step up/down, <u>OX</u>			
Bike / <u>Nuster</u> x <u>12</u> Min's	✓	✓	✓
<u>Ham's</u> /Gastroc stretch	✓	✓	✓
<u>SKTC/LTB</u> , <u>PIRF</u> STRETCH	✓	✓	✓
BRIDGING x <u>10</u>	✓	✓	✓
SUP 90°/90°LE ISOM ABSX10ea			
SEATED LAT. TRUNK/QL STETCH			
Assessment: Better tal & vis. More motivation today.	Yt tal as well today. Gave pt. tennis ball for foot massage	No clp pain & vis. Better energy & endurance today. Slight improvement in flexibility & Hs stretch. Cont	Yt. able to tol. at better last couple of sets, less pain.
Plan: <u>Cont</u>	<u>Cont</u>	<u>Cont</u>	<u>Cont</u>
Signature: <u>C. J. P. M.</u> <u>Dr. C. J. P. M.</u>	<u>C. J. P. M.</u> <u>Dr. C. J. P. M.</u>	<u>C. J. P. M.</u> <u>Dr. C. J. P. M.</u>	<u>C. J. P. M.</u> <u>Dr. C. J. P. M.</u>

Marion Physical Therapy, LLC
108 East Bobby Gerald Parkway Marion, South Carolina 29571
Phone (843) 423-4474 Fax (843) 423-4478

Name: Neval Brunson

Date: 9-19-24	9-24-24	9-26-24	10-1-24
Subjective: "Doing okay, tired today"	"Feeling a mowing a little better"	"Doing a little better"	"Feeling okay"
Treatment Time: 47' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 45' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 47' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 49' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim
Objective:			
SHF, FAQ x <u>20</u> Bilat. <u>3</u> # SHA, SHE x <u>15</u> Bilat. <u>3</u> #	✓ ✓	✓ ✓	✓ ✓
Mini Squats x _____			
Leg Press <u>105</u> # x <u>30</u> Bilat.	120# (B)	✓	✓
4"6" step up/down, < > x _____			
Bike / Nustep x <u>12</u> Min's	✓	✓	✓
Ham's/Gastroc stretch	✓	✓	✓
SKTC LTR PIRIF STRETCH x 10	✓	✓	✓
BRIDGING x <u>10</u>	✓	✓	✓
SUP 90°/90°LE ISOM ABSX10ea			
SEATED LAT TRUNK/QL STETCH			
Seated piriformis str.			
Assessment: Pt. improving & tal to sit.	Pt. seems to have more energy lately. Tal to sit	Pt. improving & functionality and ease of transfers	Good tal to sit today.
Plan: Stability improving. <u>Cont</u>	<u>Cont</u>	<u>Cont</u>	<u>Cont</u>
Signature: <u>[Signature]</u> <u>[Signature]</u>	<u>[Signature]</u> <u>[Signature]</u>	<u>[Signature]</u> <u>[Signature]</u>	<u>[Signature]</u> <u>[Signature]</u>

Marion Physical Therapy, LLC
108 East Bobby Gerald Parkway Marion, South Carolina 29571
Phone (843) 423-4474 Fax (843) 423-4478

Name: Nedol Brunson

Date: 10-3-24	10-8-24	10-10-24	10-15-24
Subjective: "Doing a little better."	"Getting better"	"Doing better. Ready to get going again."	"Feeling like I am doing better."
Treatment Time: 45' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 47' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 45' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 47' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim
Objective:			
SHF, FAQ x <u>20</u> Bilat. <u>3</u> # SHA, SHE x <u>15</u> Bilat. <u>3</u> #	✓ ✓	✓ ✓	✓ ✓
Mini Squats x _____			
Leg Press 120 # x 30 Bilat.	✓	✓	✓
4"6" step up/down, <>x _____			
Bike / ~~Mustep~~ x 12 Min's	Bike x 12'	✓	✓
~~Ham's~~ /Gastroc stretch	✓	✓	✓
~~SKTC~~ LTR PIRIESTRETCH x 10	✓	✓	✓
BRIDGING x <u>10</u>	✓	✓	✓
SUP 90°/90°LE ISOM ABSX10ea			
SEATED LAT. TRUNK/QL STETCH			
Seated piriformis str.			
MA X 15' LBS	✓	✓	
Assessment: Pt. tal as wesp. Improving to LBS.	Lgt. tal as much better. Intra to knee + transference.	Progressing well to endurance. Low pain to axis.	Pt. improving better at better endurance to axis.
Plan: Hamstring flexibility	No clo pain to axis.		
Signature: <u>[Signature]</u> <u>[Signature]</u>	Signature: <u>[Signature]</u> <u>[Signature]</u>	Signature: <u>[Signature]</u> <u>[Signature]</u>	Signature: <u>[Signature]</u> <u>[Signature]</u>

Marion Physical Therapy, LLC
108 East Bobby Gerald Parkway Marion, South Carolina 29571
Phone (843) 423-4474 Fax (843) 423-4478

Name: Neva Brunson

Date: 10-17-24	11-13-24		
Subjective: "Feeling better but feel like I need more"	" Hurt when she back goes leg @."		
Treatment Time: 49' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: 45' Exercise 1 unit= 15 min' <u>3</u> Manual / Estim	Treatment Time: Exercise 1 unit= 15 min' ____ Manual / Estim	Treatment Time: Exercise 1 unit= 15 min' ____ Manual / Estim
Objective:			
SHF, FAQ x <u>20</u> Bilat. <u>3</u> # SHA, SHE x <u>15</u> Bilat. <u>3</u> #	✓ ✓		
Mini Squats x ____			
Leg Press <u>120</u> # x <u>30</u> Bilat.	90 # @		
4"6" step up/down, OX			
Bike / <u>Nuster</u> x <u>12</u> Min's	✓		
<u>Ham's</u> Gastroc stretch	✓		
<u>SKTC</u> <u>LTR</u> <u>PIRIF</u> STRETCH x 10	✓		
BRIDGING x <u>10</u>	✓		
SUP 90°/90° LE ISOM ABSX10ea			
SEATED LAT. TRUNK/QL STETCH			
Seated piriformis str.	✓		
MH x 15' LB (Seated)	✓		
Assessment: Improvement in L5 flexibility, Endurance & tol	Upt. tight, limited to HS, pirif. stretch @. int. painful		
Plan: to dis.	to stretch pirif. st. @		
Signature: <u>if MD</u> <u>U. J. M.</u>	Signature: <u>U. J. M.</u>		
Date: <u>11-13-24</u>	Date: <u>11-13-24</u>		



Incident / Accident Report V1.0 2024

Incident Report

Reported By: Bryan D Norton
Project Safety Email (Do Not change) jshaner@xylemtree.com
Report Date 7/24/24
Location of Incident/Accident true field Dr Dalzell sc
Incident Time 3:40 pm

Project Safety Manager JEFFREY SHANER
Project Incident Occured On R8-PREAST-BLR2122F-BN-DALZELL 2
Nature of Incident Employee Injury
Incident Date 7/23/24
Does This Involve Third Party Property No

If Yes, Please complete Third Party Information

Third Party Name
Third Party Street Number
Third Party State
Third Party Email

Third Party Phone #
Third Party City
Third Party Zip Code

Employee Information

Employee(s) Involved Neval Brunson
Is Employee a CDL Driver? No

Other Employee(s) Present Alberto Arizmendi
If employee is a CDL Driver, has DOT Alcohol and Drug Test been performed or scheduled within 8-24 hours? N/A

Description of Incident

Please type a detailed description the nature of the incident or accident. Below in the form you may also insert handwritten descriptions or site diagrams

Incident Description/Nature of Injury

employees sat on chipper attached to truck while going down rode, both fell off chipper causing neval Brunson to fall off an cut in his head an broken pelvis, Roberto also fell but denied service until today an waiting on doctor report today. last update he was claiming to be sore.

Witness Information

Capture Image of Handwritten Witness Statement

Witness Name(s)

Witness Phone #

Witness Statements
Image not Captured

Was a Xylem
Employee Injured Yes

If Yes, Please complete section below

Name of
Employee Injured Neval Brunson

1. Referred to
medical
facility/doctor Yes

If referred to medical facility/doctor please provide Name and Phone # of Treating Facility

Facility Name prisma health richland

Facility Phone #

2. Employee
Return to Work 7/24/24
Date

3. Brief
Description of currently hospitalized
Employee Injury

4. Injured Employee Statement: Upload Picture
Image not Captured

Photo Submissions: You may submit as many photos as required by hitting the + symbol

Photograph of Site and Vehicles Involved:
Image not Captured

Describe Photos:

Diagram of Site Upload

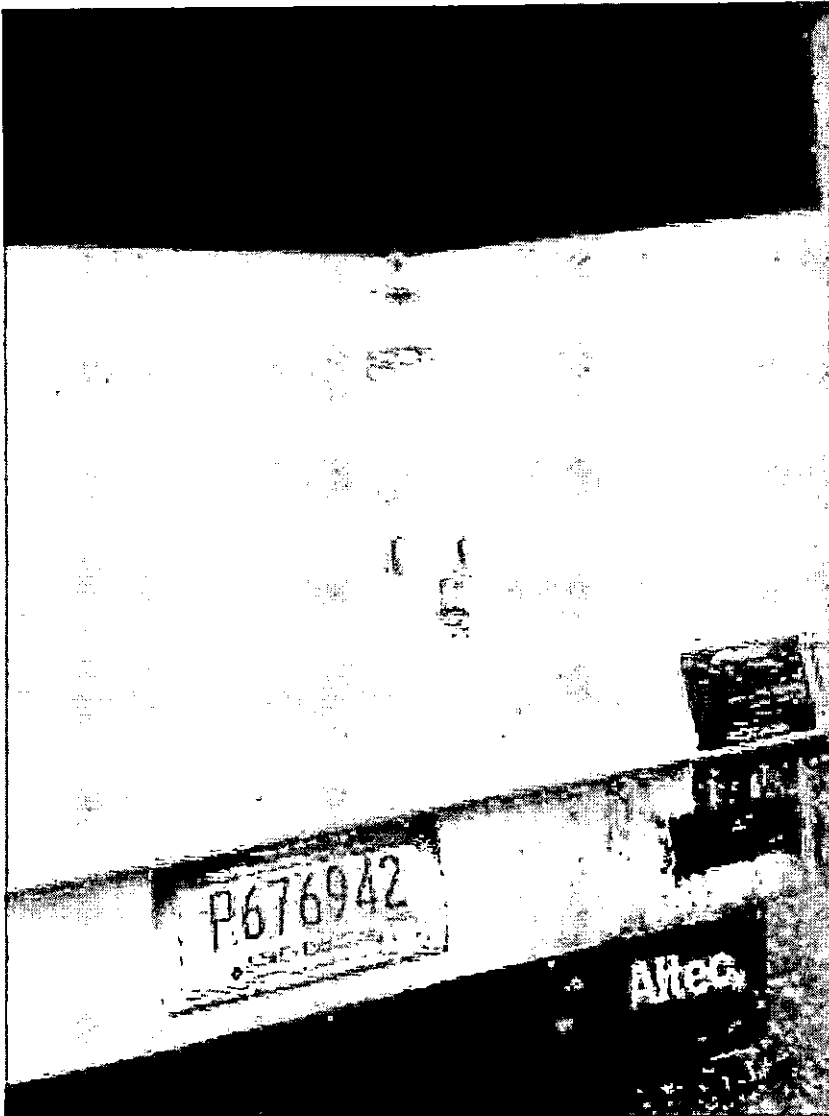


Diagram of Site Upload



Diagram of Site Upload



Diagram of Site Upload



Diagram of Site Upload

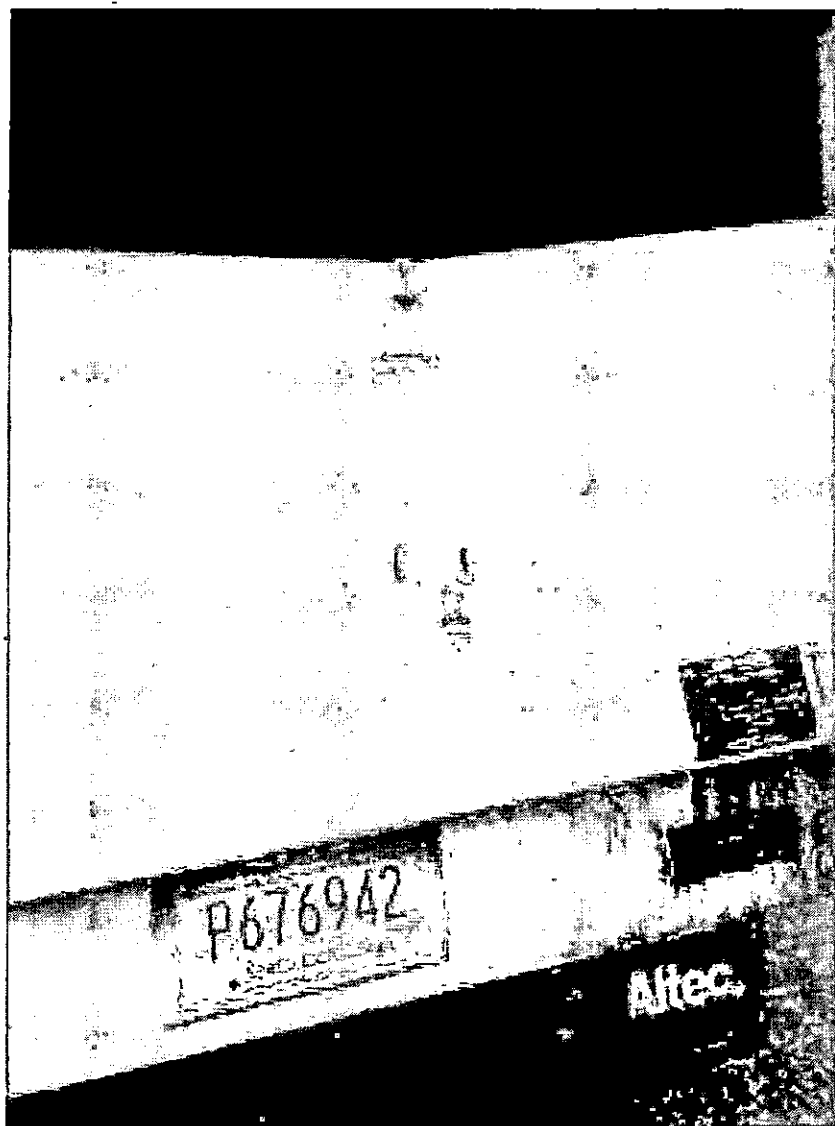


Diagram of Site Upload



Diagram of Site Upload



Diagram of Site Upload

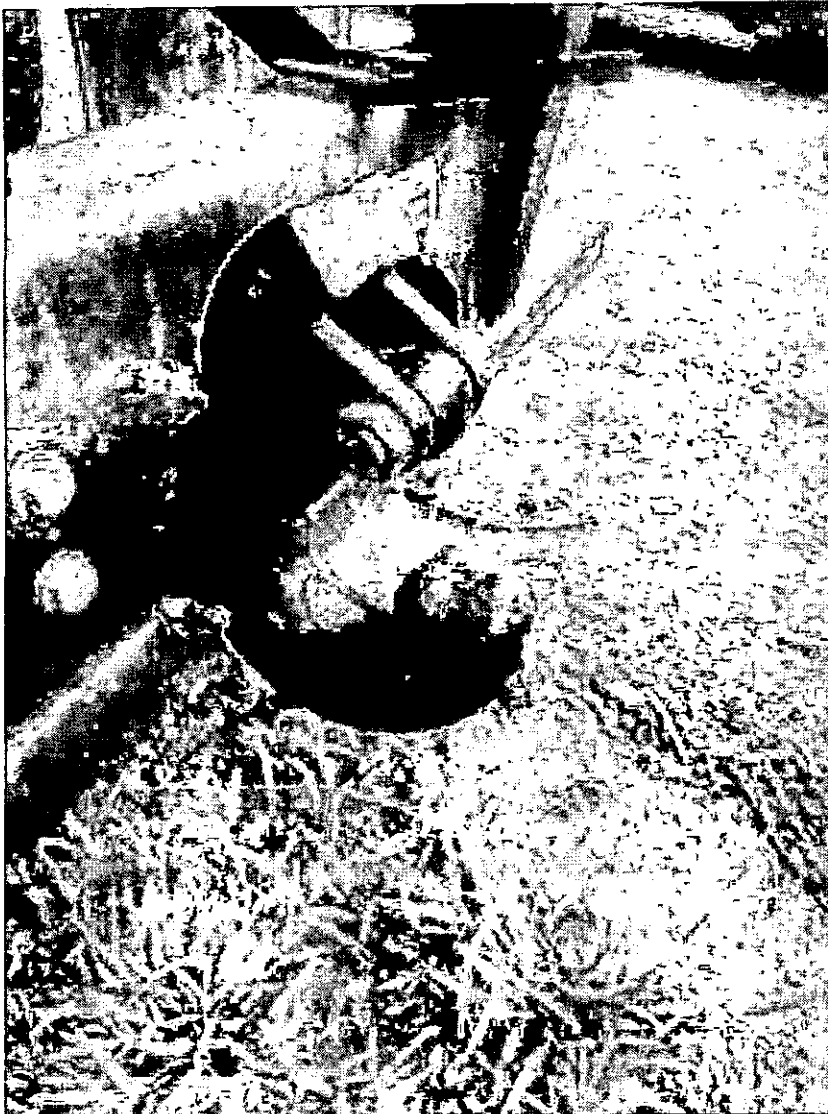


Diagram of Site Upload

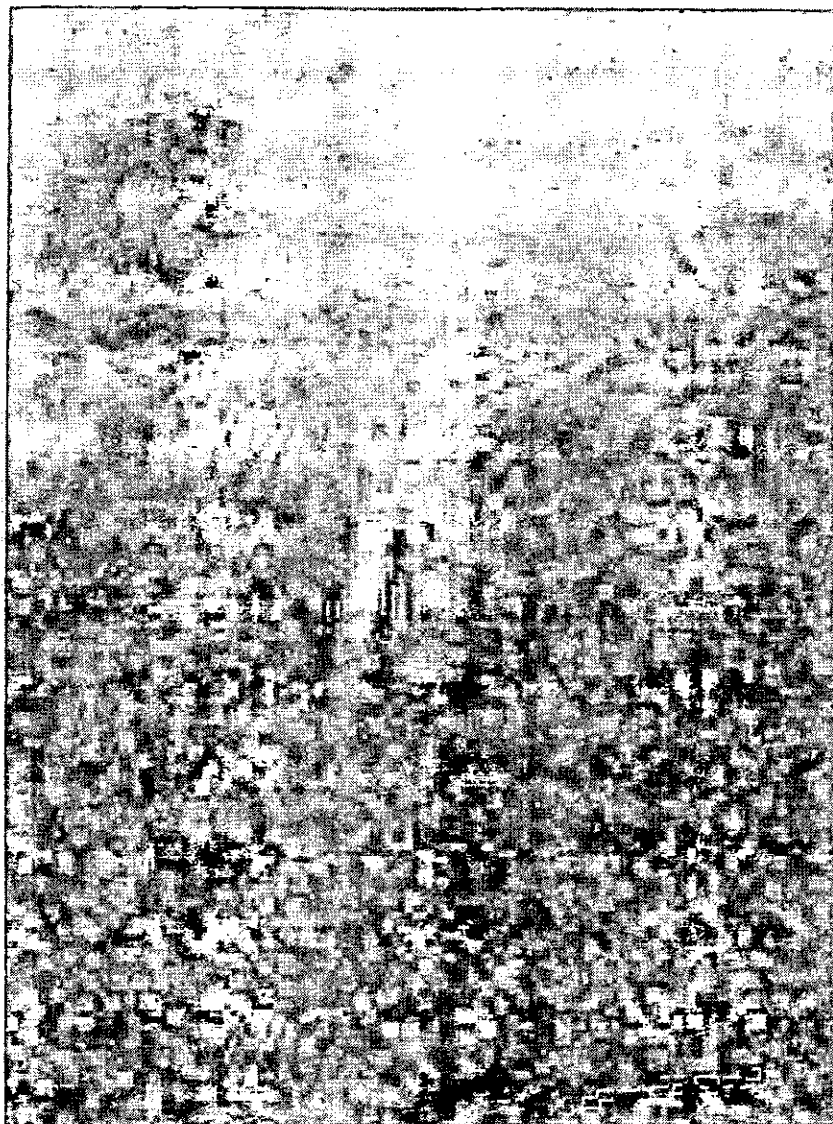


Diagram of Site Upload

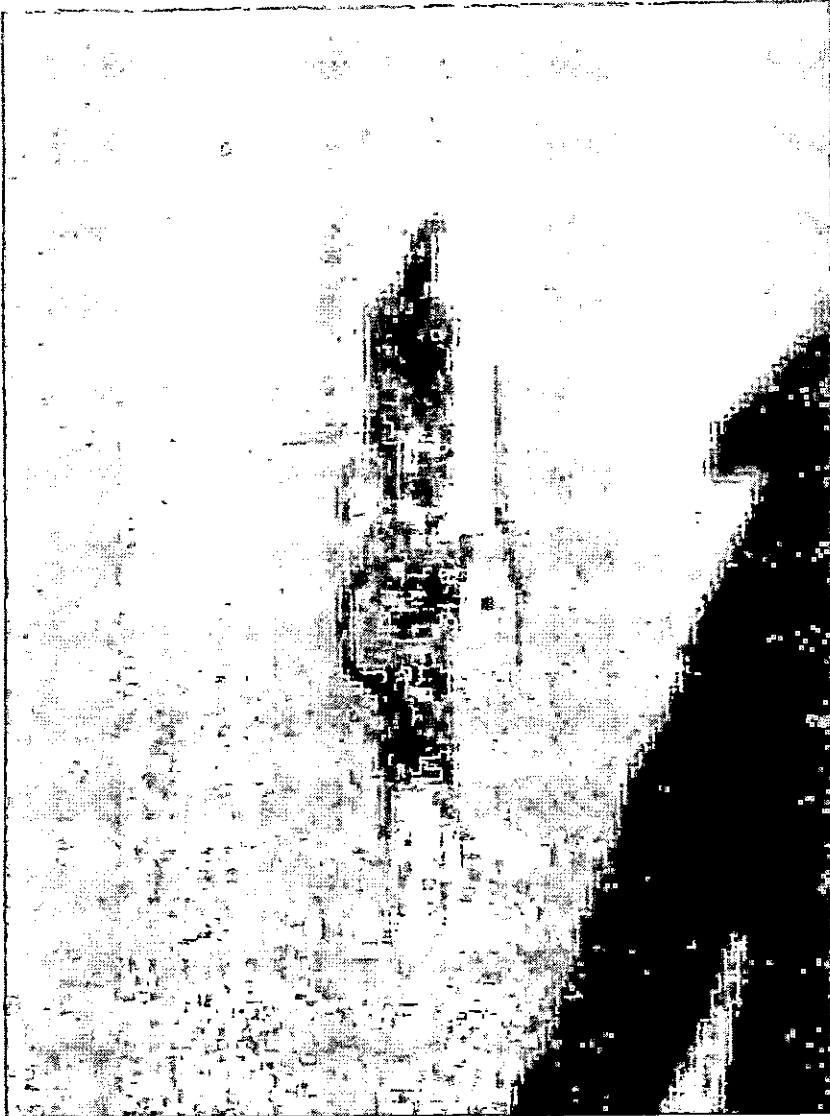


Diagram of Site Upload



Diagram of Site Upload



Diagram of Site Upload



Describe Diagram:

Recommendations
(corrective
actions) to prevent
a recurrence

under investigation

Affected Employee(s) Signature

Employees
Involved
Signature(s)

Reported By
Signature

Was Someone
Driving? If so
Who:

Brandon K Connor

Asset Involved

1431_2019_FORD_F750_56'ALTF2WD
(MN: F-750 SKU:
1FDNF7DC1KDF01049)
SN: 1FDNF7DC1KDF01049

Asset Involved 2

6376 (026C) 2023 MORBARK 1215 Chipper
- 12" (MN: 1215 SKU: 4S8SZ1615PWO33615
)
SN: 4S8SZ1615PWO33615

Anticipated Cost
for Repair:

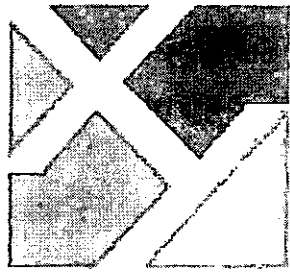
\$10000 or Above

Contact Information for Claims Reporting:

Claims Department P.O. Box 3232 Norfolk, VA 23514 Phone #: 833-542-5246 (1-833-54-CLAIM) or www.directclaimreport.com or info@directclaimreport.com

Did you give the
Property Owner
the Contact No
Information for
Claims Reporting:

7/24/24 2:09 PM
34.0168503, -80.4019743



XYLEM
TREE EXPERTS

EMPLOYEE HANDBOOK

Table Of Contents

Table Of Contents	2
Welcome	4
About This Employee Handbook.....	4
Our Mission, Vision, and Values.....	5
Our Mission	5
Our Core Values	5
At-Will Employment	7
Code of Ethics.....	7
The Arborist Pledge	8
Equal Opportunity Statement.....	8
Anti-Discrimination and Harassment Policy	9
Disability Accommodations Policy	13
Other Accommodations	14
Family And Medical Leave Policy	14
PUMP Act Policy.....	19
Pregnant Workers Fairness Act.....	19
Employee Monitoring	19
Biometrics	19
Communications through Email and Text Messaging	20
Open Door, Whistleblower, And Anti-Retaliation Policy	20
Hiring And Promotions.....	21
New Employee Orientation.....	21
Introductory Period	21
Employee Classifications	21
Work Week	22
Attendance	23
Meals And Rest Breaks.....	23
Lactation Accommodation	24
Overtime	24
Storm Work.....	24
Timekeeping Requirements	25
Payday.....	25
Deductions from Paycheck	26
Wage Garnishments.....	27
Personal Data and Employee Records	27

Benefits	27
Holidays	27
Paid Time Off (PTO)	27
Bereavement	28
Voting	29
Jury Duty.....	29
Military Leave.....	29
Religious Observance	29
Other Disability Leaves	30
Other Legally Required Leaves of Absence	30
Customer Relations	30
Dress Code.....	31
Fragrance.....	31
Unsatisfactory Performance	31
Prohibited Activities	31
Workplace Violence Policy	35
Moonlighting.....	36
No Solicitation Or Distribution.....	36
Confidential Information	36
Medical Records	37
Inspection.....	37
Substance Abuse Policy	38
Confidentiality	40
Use Of Company Vehicles, Equipment and Other Property.....	40
Motor Vehicle Safety Rules and Safe Operating Procedures	41
Safety Expectations and Discipline Policy	43
Other Safety Requirements	45
Other Safety Precautions and Accident Reporting.....	45
Prescription Safety Glasses.....	46
Technology Acceptable Use Policy	46
Social Media Policy	50
Credit Card Policy.....	51
Conclusion	51
Statement of Understanding.....	52

Welcome

On behalf of Xylem Tree Experts and its affiliated companies ("The Company"), we want to warmly welcome you! We are thrilled to have you join us as we work towards our shared goal of providing the highest-quality vegetation management services in the industry.

We understand that starting a new job can be both exciting and daunting. That's why we are committed to making your transition as smooth as possible. We want you to know that you have the full support of our team, and we are here to help you every step of the way.

We are committed to upholding the highest safety, quality, and professionalism standards in everything we do. These values are essential to our continued success, and we are committed to upholding them in every aspect of our business.

As new team members, we want you to know that we are committed to providing ongoing training and development opportunities that will enable you to grow both personally and professionally. We believe in creating a work environment that fosters personal growth and encourages our employees to achieve their full potential.

As you settle into your new roles, we encourage you to get to know your colleagues and ask questions whenever you need help or support. We are here to help you succeed, and we believe that by working together, we can achieve great things.

Once again, welcome to the Company! We are excited to have you on board and look forward to working with you as we grow and succeed.

About This Employee Handbook

This Employee Handbook was developed to describe some of our employees' expectations and outline the policies, programs, and benefits currently available to eligible employees. Employees should familiarize themselves with the contents of the Employee Handbook as soon as possible because it will answer many questions about employment with the Company. This Handbook replaces any previous manual or handbook and, to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matter addressed.

As the Company operates in multiple states, this Handbook was drafted to provide general policies applicable Company-wide. Many states have specific employment laws that may affect the application of our policies in those states. Employees should review the applicable Handbook addendum for the state where they work.

To be responsive to the needs of a growing organization, changes, or additions to the Employee Handbook or to the policies and benefits discussed herein, other than the policy of at-will employment, will be made when deemed necessary at the Company's sole discretion. We will attempt to give advance notice of any changes or additions, although there may be occasions when policies or procedures are changed without advance notice. This Handbook may not be amended or added to without the express written approval of the President and/or CEO of either of the Company.

This Handbook does not create an express or implied contract or alter the at-will employment relationship between you and the Company. Nor does this Handbook, in describing the Company's policies or procedures, commit the Company to follow any procedure while imposing discipline or terminating employment. The handbook is not all-inclusive or descriptive of the policies of the Company. If there is a discrepancy between the company's published policies and this handbook, the policy will prevail. If you have any questions or need to access a specific policy, please contact your Human Resources department or your manager.

The Company is committed to workplace policies and practices that comply with federal, state, and local laws. In the event of an inconsistency between the Employee Handbook, the company policy, local, state, or federal law, the applicable law will apply.

This Handbook does not prohibit protected conduct or communications relating to your wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act.

Furthermore, nothing in this Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

Our Mission, Vision, and Values

Our Mission

Empowering every team member to safely and professionally support our customers' mission to deliver energy to the communities they serve.

Our Core Values

Trust

Act with integrity, make thoughtful choices that best meet the situation, and follow through on commitments.

Transparency

Timely, clear, open, and honest communications

Respect

Maintain dignity with our words and actions.

Unity

Working together for mutual success

Our Guiding Principles

Inspire customer loyalty and enhance community relationships through consistent, reliable, and transparent engagements.

Prioritize satisfaction by listening to understand customer and community needs and concerns and aligning our expertise and capabilities to provide valued solutions and exceptional service.

Maintain clear and frequent communications and welcome feedback.

Operational Excellence

Achieve operational goals safely and meet customer expectations.

Trust our teams to share responsibility.

Cultivate an agile culture of excellence, honesty, collaboration, and inclusion.

Ensure reliability, resource readiness, and rapid response by utilizing forecasts and performance metrics.

Prioritize operational needs and make fact-based, cost-efficient decisions.

Sustain our competitive advantage by being open to change.

Leverage emerging technology to streamline services thereby enhancing efficiency and connectivity.

Employee Success

Recruit people who are excited about working within a challenging and dynamic field, who take pride in professionalism and thrive within a diverse culture of mutual accountability and shared success.

Champion leadership at every level by valuing every employee's insight, initiative, and adherence to our core values and guiding principles.

Acknowledge individual efforts and support their vision of success.

Reward and retain talented individuals committed to our mission and vision.

Encourage professional development through continuous learning and mentoring.

Establish career pathways and communicate opportunities throughout the organization.

Financial Strength

Achieve ongoing business success through organic growth and strategic acquisition by adhering to the highest levels of integrity and business ethics and fostering an atmosphere of trust, transparency, and fiscal responsibility.

At-Will Employment

Employment with the Company is at-will. This means that, unless an employee has an individual, negotiated agreement signed by the CEO of either Company that states otherwise, employment with the Company is not for any specified period. An employee may resign at any time, or the Company may terminate the employee's employment at any time, with or without cause or advance notice. At-will employment also means that the Company may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, work schedule, and location of work at any time, with or without cause or advance notice. No representative of the Company other than the CEO has the authority to enter into any agreement for employment for a specified duration or to make any agreement for employment other than at will. Any such agreement must be by individual agreement, in writing and signed by the CEO of the Company.

Code of Ethics

The Company requires that employees abide by the Tree Care Industry Association ("TCIA") Arborist Pledge and the TCIA Code of Ethics in word, action, and within the spirit of integrity which is at the core of these principles. The Company assumes a responsibility to the profession, society, and our peers by pledging to uphold and abide by the following:

- The Company has the responsibility to provide professional care of trees for current and future generations. We pledge to be advocates and practitioners of the highest arboricultural standards and practices.
- Since arboriculture is an ever-changing science, the companies pledge to educate our employees, our constituents, and our clients in the most current research and practices available to the industry.
- The Company pledges to conduct our business in an honest and dignified manner, reflecting our adherence to the laws that govern us locally, nationally, and internationally. We will endeavor to grow our workforce through training and employee development.

- The Company agrees that the arboriculture profession is extremely high profile in public perception. The Company pledges to look and act professionally to reflect a positive image for the green industry and promote our profession.
- The Company agrees that safety, training, and education are paramount in maintaining a professional workforce. We pledge to provide for the safety and training of employees to ensure a healthy work environment.
- The Company pledges to respect the views, ideas, and contributions of our peers. Open and honest communications, sharing of ideas and experiences has been a cornerstone of TCIA membership, fostering goodwill between companies. We pledge to continue this tradition.
- As members of TCIA, we believe that active participation on committees and Boards, and serving in other areas of leadership is extremely important to keeping a healthy, diverse association.

The Arborist Pledge

As members of the Tree Care Industry Association, we strive to uphold the honor and dignity of our profession and to improve the quality of life through increasing our knowledge and skills in the management of trees, shrubs, and other landscape plants entrusted to our care.

Further, we strive to upgrade the standards of arboriculture and encourage others to follow our principles. We will conduct ourselves in a fair and just manner in dealing with the public, our employees, and our fellow arborists. We will work for the betterment of our society and the world.

Equal Opportunity Statement

The Company provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, physical or mental disability, pregnancy, genetic information, protected veteran status, marital status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

The Company will consider reasonable accommodations to the known physical, mental, or other impairments of otherwise qualified applicants to enable them to participate in our applicant screening process and to effectively perform the essential functions of their jobs, unless doing so would impose an undue financial or operational hardship.

Employees who believe they have been denied equal opportunity or who would like to request accommodation for a disability should refer to the Anti-Discrimination and Harassment Policy and the Disability Accommodations Policy below.

Anti-Discrimination and Harassment Policy

The Company strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the Company should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. The Company will not tolerate unlawful discrimination or harassment of any kind by an employee, contract worker, customer, vendor, or anyone else who does business with the Company.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such misconduct to the Human Resources Department, are in violation of this policy and subject to discipline.

The Company, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the definitions and guidelines below.

Discrimination

It is a violation of the Company's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, physical or mental disability, sex, sexual orientation, gender identity or expression, pregnancy, genetic information, marital status, protected veteran status, or any other characteristic protected by federal, state, or local laws.

Discrimination may also be strictly prohibited by a variety of federal, state, and local laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Harassment

The Company prohibits unwelcome conduct of any kind that is inflicted upon another person because of their race, color, national origin, age, religion, physical or mental disability, sex, sexual orientation, gender identity or expression, pregnancy, genetic information, marital status, protected veteran status, or any other characteristic protected by federal, state, or local laws. The Company will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. Violations of this policy can include verbal, physical, or visual conduct that is directed at an employee, co-worker, or any person working for or on behalf of the Company.

The following examples of prohibited conduct are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Prohibited verbal conduct includes comments that are offensive or unwelcome regarding any protected characteristic, including epithets, slurs, and negative stereotyping.
- Prohibited physical conduct includes unwelcome contact and acts that are designed to threaten or intimidate based on any protected characteristic.
- Prohibited visual conduct includes distribution, display, or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of any protected characteristic.

The Company prohibits all such conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

Sexual Harassment

Sexual harassment is a form of unlawful employment discrimination that is prohibited under the Company's anti-harassment policy, as well as under Title VII of the Civil Rights Act of 1964. Sexual harassment deserves special mention. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.

- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Concern Resolution Process

The Company has established the following procedure for lodging a complaint of harassment, discrimination, or retaliation.

1. Concerns should be submitted as soon as possible after an incident has occurred, preferably in writing, to your immediate supervisor and/or Human Resources. Any supervisor who receives a report of harassment, discrimination, or retaliation should immediately report it to Human Resources. The Human Resources Director may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the Human Resources Director will dictate the verbal complaint. (Nothing in this policy requires an employee to report discrimination, harassment, or retaliation directly to any individual who is creating the harassment, discrimination, or retaliation. If a complaint cannot be reported to an employee's immediate supervisor or to Human Resources, it may be reported to a more senior manager for investigation.)
2. Human Resources will initiate an investigation to determine whether there is a reasonable basis for believing a Company policy has been violated.

3. If necessary, the complainant and the respondent will be separated during the investigation, either through internal transfer or administrative leave.
4. During the investigation, Human Resources or the appropriate assign will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
5. Upon conclusion of an investigation, Human Resources or other person conducting the investigation will create a written report of their findings. If it is determined that a violation of Company policy has occurred, Human Resources will recommend appropriate disciplinary action. The appropriate action will depend on several factors, including the following:
 - the severity, frequency, and pervasiveness of the conduct
 - prior complaints made by the complainant
 - prior complaints made against the respondent
 - the quality of the evidence (e.g., firsthand knowledge, credible corroboration)

If the investigation is inconclusive or if it is determined that there has been no violation of policy, but potentially problematic conduct may have occurred, the Human Resources Director may recommend appropriate preventive action.
6. Human Resources will consult senior management as appropriate to decide what action, if any, will be taken.
7. Human Resources will notify the complainant and the respondent separately of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

Confidentiality

All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. If the identity of the complainant needs to be revealed to any parties involved during the investigation, Human Resources will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the Human Resources Department.

Retaliation Is Prohibited

The Company will not tolerate any form of retaliation against employees for opposing or reporting unlawful harassment or discrimination or for otherwise participating in processes

connected with an investigation, proceeding or hearing conducted by the Company or a government agency with respect to such complaints. This means no hardship, loss, benefit, or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment. (Please note that knowingly filing a groundless or malicious complaint is an abuse of this policy.)
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Any employee who believes they have been subjected to retaliation in violation of this policy should report it immediately using the Problem Resolution Procedure above.

The Company will promptly investigate and take disciplinary action, up to and including termination, against any employee who retaliates against another employee for engaging in any of these protected activities.

Disability Accommodations Policy

It is the Company's policy to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA), and any applicable state and local laws. The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Company also will make a reasonable accommodation wherever necessary for employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and provided that any accommodations made do not require significant difficulty or expense.

Reasonable Accommodation

Reasonable accommodation in the workplace allows an employee to perform the essential functions of the job, if it does not create undue hardship for the Company. The Company will provide reasonable accommodation to qualified individuals with a disability under the ADA and/or any applicable local laws, provided that the Company has notice of the disability.

Requesting an Accommodation

If you feel you need accommodation for a disability, notify the Human Resources Department. The request should include the following information:

- A description of the requested accommodation
- The reason for the requested accommodation

- How the requested accommodation will assist you in performing the essential functions of your job.

Determinations of Accommodation Requests

The Company makes determinations concerning accommodation requests on a case-by-case basis and relies on fact-specific inquiries to determine if it will provide reasonable accommodation. The Company may request relevant information, including medical information and documentation in the case of a request for accommodation for a disability in accordance with applicable law. The Company will keep all medical-related information confidential in accordance with the requirements of applicable laws. Your supervisor or Human Resources will notify you of the Company's determination of your request.

Reporting Violations of the Policy

If you believe that you are aware of a violation of this policy, follow the Company's Problem Resolution Procedure outlined in the Anti-Discrimination and Harassment Policy to report the violation. The Company will investigate your complaint and take any necessary remedial action.

Retaliation is Prohibited

The Company prohibits retaliation against employees who request disability accommodation or who participate in an approved accommodation. Any employee who believes he or she has been subjected to retaliation in violation of this policy should report it immediately using the Problem Resolution Procedure outlined in the Anti-Discrimination and Harassment Policy. An employee who violates this anti-retaliation provision will be subject to discipline, up to and including termination.

Other Accommodations

In addition to accommodations for disabilities, the Company will also consider requests for and, as appropriate, provide reasonable accommodation for pregnancy and related medical conditions (including lactation) and religious beliefs in accordance with applicable laws. Applicants or employees may make requests for reasonable accommodations to Human Resources. Retaliation against employees for requesting accommodation or participating in an approved accommodation is prohibited. Violations of this policy should be reported using the Problem Resolution Procedure outlined in the Anti-Discrimination and Harassment Policy.

Family And Medical Leave Policy

The Family and Medical Leave Act of 1993 (FMLA) requires companies with 50 or more employees to allow eligible employees to take up to 12 weeks of unpaid leave within any 12-month period for qualified family and medical events and be restored to the same or equivalent position upon their return. The 12-month period is calculated as follows: "rolling" 12-month period in which

the 12-month period is measured backward from the date an employee uses FMLA leave. FMLA leave taken within the 12 preceding months will reduce the amount of leave entitlement under this provision. If you meet the eligibility requirements, you are eligible for up to 26 weeks of leave to care for an Injured Servicemember, as set forth below.

Where an employee is eligible for protected leave under both FMLA and a state family/medical leave law, the law with the more generous provisions will apply.

As an employee of the Company, you may be eligible for FMLA leave if you have worked for this Company for at least 12 months (which need not be consecutive), for at least 1,250 hours in the last 12 calendar months, and you work at a facility with 50 or more employees within a 75-mile radius.

Qualified Reasons for Leave

Eligible employees may take job protected FMLA leave for any of the following reasons:

- A. Birth/Placement (Bonding) - to care for a child born to or placed for adoption or foster care with you;
- B. Family Medical - to care for your parent, child or spouse with a serious health condition;
- C. Employee Medical - because of your own serious health condition, which renders you unable to perform the functions of your position.
- D. Qualifying Exigency - because of any qualifying exigency arising out of the fact that your parent, child or spouse is on covered active duty (or has been notified of an impending call or order to covered active duty) in a foreign country in the Armed Forces; or
- E. Injured Servicemember (Military Caregiver) - to care for a covered servicemember or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin. Such leave may be taken for up to 26 weeks in a single 12-month period, which period begins on the first day you take leave for this purpose and ends 12 months after that date.

As used above, a "serious health condition" is defined as any illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider due to: a health condition lasting more than three consecutive days; pregnancy or prenatal care; a chronic, serious health condition which continues over an extended period of time; a permanent or long term condition for which treatment may not be effective; and any absences to receive multiple treatments for restorative surgery, or for a condition which would result in a period of incapacity if not treated.

Leave Rules

Leave for Birth/Placement must be completed within the 12-month period beginning on the date of the birth or placement.

During FMLA leave, outside employment, including self-employment, is prohibited.

Leave Is Unpaid/Substitution of Accrued Paid Leave.

Employees are required to use any accrued PTO during FMLA leave. After the employee's PTO is exhausted, any additional FMLA will be unpaid leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week (or where applicable, the 26-week) leave period. FMLA leave runs concurrently with other types of leave. Paid time under the Company's short-term and/or long-term disability policies and any leave for workers' compensation will apply as part of the 12-week leave period when you are taking Employee Medical leave.

Notice of Leave

You may be required to provide advance notice of leave. If the leave is foreseeable, you must ordinarily provide 30 days' advance notice. When the need for leave is not foreseeable, you should notify the Company within two business days of learning of your need for leave, if possible, or, if not possible, as soon as practicable under the facts and circumstances. At all times, you are required to comply with the Company's usual call-in procedures for unscheduled absences. Failure to provide such notice may be grounds for delay or denial of leave and may result in adverse employment actions. Request for Leave forms are available from Human Resources and must be submitted to Human Resources.

Medical Certification

If you are requesting Family Medical or Employee Medical leave, you must provide a medical certification from a health care provider. You may obtain the appropriate certification forms from Human Resources. Certifications must be provided within 15 calendar days after you are requested to provide such certification. Failure to provide requested certification in a timely manner may result in delay or denial of leave or other adverse consequences. In all cases of leave for medical reasons, the Company reserves the right to request a second medical opinion from a doctor the Company selects, at the Company's expense. If the first and second opinions differ, the Company may request a third medical opinion. If a third opinion is requested, you and the Company will jointly approve of the health care provider and the third opinion will be binding. The Company may also require recertification periodically during a leave. The Company may also ask for authentication and/or clarification of any medical certification submitted. All forms must be filled out completely and legibly.

Certification for Qualifying Exigency and Injured Servicemember Leaves

If you are requesting leave for a Qualifying Exigency or to care for an Injured Servicemember, certification forms are also required. These certification forms must be provided to Human Resources within 15 calendar days after they are requested.

Intermittent Leave

Employee Medical, Family Medical and Injured Servicemember leave may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Qualifying Exigency leave may also be taken intermittently or on a reduced work schedule basis. Intermittent leave may not be used for the birth, or placement for adoption or foster care of a child, unless applicable state and local law requires otherwise. An employee should submit written details of a proposed reduced or intermittent schedule to his/her supervisor for approval. We will require that you, if possible, attempt to schedule intermittent leave in a manner that will create the least disruption to the Company's operations. In addition, while you are on intermittent leave, the Company may temporarily transfer you to an available alternate position that better accommodates your recurrent leave, and which has equivalent pay and benefits. If you are certified to take FMLA leave on an intermittent or reduced leave schedule basis, you must advise Human Resources at the time of your absence from work if the absence is for your certified FMLA reason. Employees on intermittent FMLA leave must comply with the Company's usual call-in procedures for each unscheduled absence.

Medical and Other Benefits

During an approved FMLA leave, the Company will continue to pay any portion of the employee's group health insurance premium that it was paying before the leave was granted. The employee must continue to make his/her portion of the group health insurance premium that he/she was making before the leave was granted. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the group health premium from the employee's pay as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. The employee should make payment directly to the Company. Your group health care coverage will cease if your premium payment is more than 30 days late, but you will be notified at least 15 days before your coverage lapses. In compliance with applicable law, if you fail to return from leave, the Company may require repayment of any premium that was paid for maintaining the health coverage for you, unless you do not return because of your continuing or recurring serious health condition or that of a covered family member, or because of other circumstances beyond your control.

Benefit accruals such as PTO or holiday benefits will be suspended during FMLA leave and will resume upon return to active employment.

Return to Work

If you take an FMLA leave, you are generally entitled to return to your position or to an equivalent position with equal benefits, pay and other terms and conditions of employment, subject to any applicable exceptions. You have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken FMLA leave. Thus, for example, if a layoff or reduction in force or some extenuating circumstance or business condition arises which affects your position, reinstatement may not be possible. The determination of whether a highly compensated employee will be reinstated will be determined on a case-by-case basis as provided under the law.

The Company will require at least two days' advance notice of your intent to return to work if you wish to return earlier than expected. In addition, we may require a fitness for duty report from your healthcare provider confirming that you are fit to resume work and are able to perform all essential job functions, with or without reasonable accommodation. If you do not intend to return to work, we require that you provide a written statement to this effect. Generally, failure to return to work at the expiration of your leave of absence may be considered a voluntary resignation effective on the day the employee was scheduled to return to work unless advance notice was provided to Human Resources.

Confidentiality

Personal information regarding an employee's leave is treated in strict confidence. Confidentiality is maintained except in situations concerning any work limitations/restrictions or required information for first-aid or safety personnel. In those instances, information will be shared on a "need-to-know" basis, or as otherwise permitted or required by applicable law. In all medical leave cases, an employee's medical information will be treated as a confidential medical record, which will be maintained separately from the employee's human resources file.

Extension Requests

Requests for an extension of leave beyond this policy and/or state family and medical leave guidelines must be submitted in writing 30 days prior to expiration of the approved leave period. Extension requests will be considered consistent with the requirements of any applicable laws and may include consideration of factors such as business necessity.

Medical Documentation

To comply with the policies in this Handbook regarding leave and other employment accommodations, employees may need to provide the Company with certain medical information regarding the need for leave or accommodation.

Modifications

The application of this policy, and the procedures and definitions set forth herein, may be modified in accordance with changes in applicable law and regulations. In the event a collective bargaining

agreement addresses any issues covered by this policy, the collective bargaining agreement provision will apply.

Non-Discrimination

The Company will not discriminate against employees because of the approved use of family care or medical leave or a proper request for such leave. Request for family care medical leave will be considered without regard to race, color, national origin, age, religion, physical or mental disability status, sex, sexual orientation, gender identity or expression, pregnancy, genetic information, marital status, protected veteran status, or any other characteristic protected by federal, state, or local laws.

Additional Information

Additional information on your rights under the FMLA is contained in the Department of Labor (WH 1420) publication, which can be found here: [Employee Rights Under the Family and Medical Leave Act \(dol.gov\)](https://www.dol.gov).

PUMP Act Policy

The Company fully supports and complies with the provisions of the act, including providing nursing employees the right to a reasonable break time and a place, other than a bathroom, that is shielded from view and free from intrusion to express breast milk while at work up to one year after the child's birth. Employees desiring accommodations under the act must contact HR for assistance.

Pregnant Workers Fairness Act

The Company will make reasonable accommodations to an eligible worker's known limitations related to pregnancy, childbirth, or related medical conditions as described in the Act.

Employee Monitoring

The company may utilize monitoring software installed on company-owned equipment for business purposes. Data collected during monitoring will be used to measure and benchmark employee productivity and compliance with company policies and procedures and will not be shared for non-business reasons or with anyone other than company employees or contractors. Employees must agree to the installation of monitoring software if deemed appropriate by leadership and may not knowingly disable any software or system identified as a monitoring tool.

Biometrics

The company uses telematic technology to assist in the protection and safety of our customers and employees, during driver training and for quality assurance. On-board devices are utilized in company vehicles that capture critical video and audio recordings when activated. The Company's

third-party technology provider may use images for facial recognition functionalities by using biometric information derived from images for identifying company vehicle operators.

Communications through Email and Text Messaging

The ability to communicate with employees rapidly is vital to the company, its customers, and the safety of each employee. Therefore, it is a condition of employment that employees maintain a mobile number with text capabilities as well as email access. Employees may not opt out of either process and agree to maintain current mobile phone and email access and provide updates to the company within 24 hours of any change in either.

Open Door, Whistleblower, And Anti-Retaliation Policy

The Company promotes an atmosphere whereby employees can talk freely with members of management staff. Employees are encouraged to openly discuss with their managers any problems so that issues can be addressed, and actions can be taken, if appropriate. Furthermore, employees have a duty to report any potential violation of law involving the Company. If a manager cannot be of assistance, you are encouraged to contact your Human Resources department for consultation and guidance.

No Retaliation

No employee who in good faith reports a violation of the Company's policies or applicable law shall suffer harassment, retaliation, or adverse employment consequence as a result. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

This policy is intended to encourage and enable employees and others to raise serious concerns within the Company prior to seeking resolution outside of the Company.

Reporting Violations

All employees should share their questions, concerns, suggestions, or complaints with their immediate supervisor. However, if an employee is not comfortable speaking with their immediate supervisor or is not satisfied with the response, that employee is encouraged to report it to Human Resources. A supervisor or manager who receives a report of a violation of law or retaliation must, as soon as possible, notify a member of your Human Resources department. If reporting any form of discrimination or harassment, please refer to the Problem Resolution Procedure outlined in the Company's Anti-Discrimination and Harassment Policy.

Acting in Good Faith

Employees are encouraged to report all suspected violations of Company policy or applicable law. There will be no retaliation against an employee who makes any such report in good faith.

If an employee knowingly makes a false report, the employee may be subject to discipline up to and including termination of employment.

Confidentiality

Upon the complainant's request, the Company will use its best efforts to protect the complainant's confidentiality for any good faith report. However, complaints may be disclosed on a "need to know" basis, depending on the need for this information to conduct an adequate investigation.

Hiring And Promotions

It is the Company's policy to treat all job applicants and employees fairly and base hiring and promotion decisions on individual qualifications and/or past performance. We fully support a program of equal employment opportunity for all.

Within three days of starting work with the Company, the Human Resources Department will ensure that all applicants complete the required federal and state hiring documents and are authorized to work in the United States. The Human Resources Director oversees all hiring procedures, and the CEO has final authority over all employment policy decisions.

New Employee Orientation

You will be required to complete paperwork and training related to the functions of your position. New employees are accountable for the completion of their paperwork and training with their immediate supervisor's guidance. Your immediate supervisor will introduce you to your co-workers and will be available to answer any questions you may have.

Introductory Period

The first 90 days of your employment will be an introductory period. During this period, field employees will be entered into our Line Clearance Certification and Mentor training programs. You will be trained in the safe operation of all applicable equipment and will be required to learn and demonstrate your capabilities prior to undertaking any work in the field. However, the use of the Introductory Period for training does not change an employee's at-will status. All employees, including employees in their Introductory Period, may terminate their employment or have their employment terminated by the Company, with or without cause or notice.

Employee Classifications

Exempt and Non-Exempt Status

Each position and job is designated as either non-exempt or exempt.

Employees in non-exempt positions are entitled to overtime and/or other premium pay under federal and state wage and hour laws. Please consult your state addendum to this Handbook where applicable.

Exempt employees are not entitled to overtime pay. The Company intends to maintain the salary basis of all its salaried exempt employees. Notwithstanding any other provision of this Handbook, the Company's policies, including but not limited to discipline and benefits policies, are to be interpreted in accordance with the salary basis requirements of the Fair Labor Standards Act and state law. Please refer to the Salary Basis / Safe Harbor Policy attached to the Handbook for more information.

An employee's exempt or non-exempt status may be changed only upon written notification from management.

Regular Full-time Employees

A regular full-time employee is an employee who is normally scheduled to work and does work a schedule of 40 hours or more per week.

Regular Part-time Employees

A regular part-time employee is an employee who is normally scheduled to work and does work a schedule of less than 40 hours per week.

Temporary Employees

A temporary employee is an employee who is employed for a short-term assignment and who is not considered a regular employee. Short-term assignments generally last three months or less. However, an employee will not change from temporary status to regular full-time or part-time status because the employee's assignment is extended. An employee's status will only change if the employee is advised of such a change, in writing, by Human Resources. Temporary employees are not eligible for any Company-sponsored benefits except to the extent mandated by state or federal law.

Work Week

For field employees, daily work hours will be set according to contract, seasonal time changes, workload, etc., at the discretion of management. Actual start and stop times will be set by management and may be adjusted at any time. Inclement weather may affect your hours. When contracts allow it, Saturdays may be worked to make up for bad weather during the week. Employees are expected to work more than forty hours when requested by management. The field work week runs from Sunday at 12:00 am to Saturday at 11:59 pm.

Work hours for corporate office employees may vary according to the position and/or tasks which need to be completed. The normal work week is Monday through Friday, and your hours will

be determined by your manager. All full-time employees are expected to work a minimum of 40 hours per week. In the event of severe weather conditions or other emergencies, the Executive Team of either office may decide to close the corporate office. Either the HR team or your immediate supervisor will notify the office employees when that occurs.

Attendance

Employees are expected to report to work as scheduled, on time and prepared to start work at the beginning of their shifts and at the end of lunch and break periods. Employees are also expected to remain at work for their entire work schedule, except for meal and rest periods or when required to leave on authorized Company business. Late arrival, early departure or other absences from scheduled hours are disruptive and should be avoided.

All field employees are expected to arrive on time and properly dressed at the meet-up site. The location of your assembly point will vary. You are responsible for finding your own transportation to and from your assembly point.

You must notify your General Foreperson (or appointed supervisory member in his/her absence) if you are going to be late or absent prior to the beginning of the workday, or if you must leave work early because of illness or other unavoidable reasons. Notifying a non-supervisory co-worker will not be considered a proper notification. Employees must notify their supervisors themselves; calls from family members will not be accepted unless it is deemed an emergency by your immediate supervisor. If an absence is to exceed one (1) day, employees must provide their supervisor with an update at the beginning of each day of the absence, until a return-to-work date has been established.

Except where such tardiness and absences are protected by law, tardiness and unexcused absenteeism may result in disciplinary action, and multiple instances of tardiness and unexcused absenteeism may lead to further disciplinary action up to and including termination.

Two or more days of an employee being a no-call, no-show to work will be considered job abandonment and a voluntary termination on behalf of the employee, subject to legally protected exceptions.

Meals And Rest Breaks

You will be provided the opportunity to have a meal and/or rest break(s) in accordance with Company policy and applicable federal and state law. For most non-exempt employees, this means a one-half hour unpaid lunch break is to be taken at a time designated by your General Foreperson or Supervisor. Non-exempt employees will be fully relieved of all duties during their unpaid meal period. If any work is required during the meal period, the entire meal period will be paid. Lunches and non-alcoholic beverages should be brought with the employee and eaten on the job site. A paid 10 to 15-minute break may be taken by the employee during every 4 hours worked in a day, or as otherwise provided by law. Typically, this works out to one morning and one afternoon break. Your supervisor will instruct you as to the schedule for your meal period.

and other breaks. For more information, please consult your state's addendum to this Handbook and/or your location's Meal Period and/or Rest Break Policies or workplace postings, where applicable.

Lactation Accommodation

If you are a nursing mother and need to express breast milk during the workday, the Company will provide you with a room or other private location (not a restroom or toilet stall) to do so. Employees are expected to schedule lactation breaks to coincide with their meal and rest breaks, unless otherwise provided by applicable law. Please contact your Human Resources department to arrange lactation time and if you need additional unpaid time, beyond any meal or rest breaks for this purpose.

Depending on your work location, applicable state or local law may provide additional benefits related to lactation accommodation. Employees should consult their applicable state law addendum for additional information.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to or expected to work overtime. All overtime must be approved in advance by the employee's supervisor. If employees fail to work scheduled overtime or work overtime without prior authorization, it may result in disciplinary action up to and including termination of employment, unless otherwise prohibited by law. Employees will be paid for all hours worked, regardless of advanced authorization.

All non-exempt employees will be paid a premium for overtime hours at one and one-half times their regular rate of pay for all hours worked more than forty (40) in a workweek or as otherwise required by applicable law. Please consult your state's addendum to this Handbook, where applicable. Exempt employees will not be paid extra for any additional hours of work.

Overtime is based on actual hours worked. Paid time off for holidays, PTO, and any other form of paid time off does not count as "hours worked" for overtime purposes.

Storm Work

Storm cleanup is a special situation beyond the employer's control that usually requires overtime from the crews performing the work. In the case of storm work, every field employee must be on-call and ready to always work. Every field employee must be available to travel away from his/her normal job site to do storm cleanup at other areas or states when management requests it. Refusal to work a storm or leaving a storm site early may be grounds for termination at the discretion of management.

Timekeeping Requirements

Ensuring that time worked is accurately recorded is the responsibility of every non-exempt employee. Time worked at is all the time spent on the job performing assigned duties. Accordingly, the time each non-exempt employee begins and ends work, as well as the beginning and ending time of each unpaid meal period and the beginning and ending time of any split shift or departure from work for personal reasons must be recorded.

For non-exempt field employees who leave from and return to a meet-up site, the employee's immediate supervisor will record time worked daily, typically from the time the non-exempt employee is scheduled to report to the meet-up site until the employee is released from the site at the end of the workday, minus any unpaid, non-working meal break.

Non-exempt employees who do not work in the field, such as office employees, are required to record their time at the beginning of their workday, the beginning and end of unpaid meal periods, and the end of the workday. Because the meal period is unpaid, they are required to leave their workstations during the meal period to ensure that they do not perform any work. The correct time recording process will be detailed to these employees by their immediate supervisor.

If any non-exempt employee believes his/her time has not been recorded accurately, the employee must immediately raise the issue with his/her immediate supervisor or Human Resources.

Altering, falsifying, or tampering with timekeeping records is prohibited. Non-exempt employees who record their own time are prohibited from including any hours not worked, working "off the clock" by failing to record time worked, allowing someone else record their time, recording another employee's time, or performing overtime work not specifically authorized. Supervisors of field employees must accurately record the time worked of all non-exempt field employees, and may not omit any time worked, whether such work time was authorized. If a supervisor makes an error when recording an employee's time worked, the supervisor must immediately resolve such errors. Any employee who fails to follow these timekeeping policies may be subject to disciplinary action, up and including termination.

Exempt employees are also required to track their time for the purpose of noting absences due to vacation or other leaves. Exempt employee time records should also be submitted to your immediate Supervisor or to your respective Human Resources Director.

Payday

The Company has a weekly payroll cycle. You will be paid the week following your work week. Payroll is normally posted to your account by Friday. If a pay day falls on a holiday, employees will typically receive their pay the day before. Payment options include direct deposit or an electronic payment option through our HRIS system. Employees should carefully review their

paychecks to confirm accuracy and report any errors immediately to their supervisors or their Contract Specialist.

Deductions from Paycheck

The Company is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state, and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and the information you furnish on your W-4 form and state tax form (if applicable). If you wish to modify this information, you can do so through the HRIS system. Only you may modify your information. Oral or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever the Company is ordered to make such deductions.

Exempt employees are paid on a salary basis. The Company will pay exempt employees their full weekly salary for each workweek in which any work is performed. Where allowed by law, the Company will make deductions for full day absences for personal reasons; full day absences for illness; full day suspensions for infractions of conduct or safety rules; unworked days during the first or last week of employment; and to offset amounts the employee receives for service as a juror, witness, or in the military. In addition, the Company will deduct all taxes and other withholdings required by law and any deductions that the employee authorizes, such as premiums for benefit plans. In a week in which an exempt employee performs any work, the Company will not make deductions from an his or her salary for partial day absences (except where allowed by FMLA); absences caused by the Company's closure (e.g., for inclement weather) on the employee's scheduled work day; absences for jury duty, attendance as a witness, or military leave; or any other deductions prohibited by applicable law. Employees are required to use accrued PTO for any absences for personal reasons or illness.

All employees, exempt and nonexempt, should examine their paystubs closely upon receipt to confirm that their pay is accurate. If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Company's Human Resources Director.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. The Company does not tolerate any retaliation against those who make such reports.

Wage Garnishments

When court-ordered deductions are to be taken from your paycheck, you will be notified. The Company acts in accordance with the federal Consumer Credit Protection Act and state laws which place restrictions on the total amount that may be garnished from your paycheck.

Personal Data and Employee Records

It is important that the Company has certain personal information about you in its records. You need to notify Human Resources as soon as there is a change to any of your personal information and/or circumstances. This includes, but is not limited to, mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, emergency contact, specialized training, etc. If you have a question, please contact Human Resources.

Your employment file contains important information on your job classification and employment status. It may also include past evaluations and your leave history. This file belongs to the Company. These records are confidential and will be accessed only by Human Resources and others with a specific business need. You may review your employment file at your request in accordance with applicable state law.

Benefits

The Company provides all full-time employees with a benefits package. Refer to your benefit guide for a detailed list of these benefits including costs and plan descriptions. Ask your Human Resources Department regarding your eligibility requirements.

Holidays

The Company observes holidays based on the agreements reached with each specific customer. Therefore, you should check with your immediate supervisor or Human Resources department to find out what holidays are observed with your contract. Corporate office employees may have different holiday observances.

You are eligible for holiday pay after 90 days of continuous full-time employment. You must be an active employee to receive paid holidays. Employees on an unpaid leave of absence are not eligible to receive paid holidays. You must work the scheduled workday immediately prior and after a scheduled holiday to receive holiday pay, unless other arrangements or time off have been approved by a supervisor. Paid holidays are not included in calculations of overtime.

Paid Time Off (PTO)

Please refer to your Human Resources department for your position's applicable PTO policy. In addition, you should review the applicable state law addendum to this handbook for any leave benefits specific to your state. Please note that where states mandate PTO payout upon

termination, only the amount accrued and earned is eligible for payment. The company extends unearned PTO to active employees in advance of accrual.

Scheduling PTO

Arrangements for taking paid time off must be made and approved well in advance of the anticipated time off. First preference of PTO time slots will be granted on a seniority basis. The Company reserves the right to restrict the use of paid time off during times of the year that are especially busy.

PTO Usage

Paid time off generally cannot be taken until it has been accrued.

If an official Company holiday occurs during the employee's PTO week, the employee will not have to use their paid time off for the otherwise paid holiday.

An employee who abuses the PTO policy will be subject to disciplinary action, up to and including termination of employment.

Leaves of Absence

Employees do not accrue paid time off while out on an unpaid leave of absence.

Forfeiture Of Unused, Accrued PTO

Upon termination of employment, employees will forfeit and will not be paid out for any unused, accrued PTO unless required by applicable law.

Employees may request PTO up to 10 hours per day but no more than 40 hours in combination with work hours.

Employees who are in field positions, up to and including the role of Foreperson, may receive the monetary equivalent of their PTO in lieu of time off. All other employees must take the time off unless approved by management. Accrued, but unused PTO does not carry over into the next year, except where expressly required by law.

Bereavement

Regular, full-time employees may take up to two (2) days of paid leave for the death of an immediate family member. For purposes of this bereavement policy, immediate family includes spouses, domestic partners, grandparents, parents, parents-in-law, foster parents, stepparents, children, grandchildren, brothers, sisters, and any relative residing in the employee's household. Bereavement leave is also available under this policy for a miscarriage suffered by a full-time employee or a full-

time employee's spouse or domestic partner. Additional unpaid time off may be granted at the discretion of the CEO.

Voting

Employees will be allowed time off from work to vote unless sufficient time exists during nonworking hours. Time off from work to vote will be paid for up to two (2) hours, unless otherwise required by law. The remainder will be unpaid. The time off to vote must be taken at the beginning or end of the workday, unless mutually agreed upon otherwise. If you would like to take time off from work to vote, you must request such time off at least two workdays prior to election day.

Jury Duty

The Company encourages employees to fulfill their civic responsibilities by serving on jury duty when required to do so by law. Employees must show the jury duty summons to a supervisor as soon as possible so that the Company may plan to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Employees must return to work immediately after the completion of jury duty and must submit to the Company written certification of jury service from the court covering the period of jury duty.

For those employees summoned for jury duty, you will receive your regular pay for the first 10 days of jury duty, and the remainder of time required will be unpaid, unless applicable law requires otherwise. The salary of exempt employees will not be reduced for any week in which they perform work and serve on a jury.

Military Leave

The Company is committed to protecting the job rights of employees in the uniformed services. The Company grants military duty leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and any applicable state and local laws. USERRA prohibits discrimination against employees and provides reemployment protection and other benefits for veterans and employees who perform military service. The Company prohibits retaliation against any employee who requests a leave of absence under this policy. Please see the notice, Your Rights Under USERRA, for more information.

Religious Observance

The Company will make a reasonable effort to adjust work schedules, if necessary, to accommodate your religious observances. The Company will consider granting you time off from work unless doing so will create an undue hardship on the business. The Company asks that you use your PTO for this purpose. Once your PTO is exhausted, you will still be allowed further time off for religious observances, but the time off will be unpaid. You must notify Human Resources and complete a request form at least 30 days in advance of the religious observance.

Other Disability Leaves

In addition to the leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability within the meaning of federal and/or state law. The Company may require medical documentation to support a request for such leave.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact Human Resources.

Other Legally Required Leaves of Absence

Employees will be granted other leaves of absence as required by law, or for the purpose of fulfilling any required legal or military obligation. Employees are required to provide reasonable advance notice of any need for such leave.

Customer Relations

The success of the Company depends upon the quality of the relationships between our employees, customers, and the public. Our customers' impression of the Company and their interest and willingness to work with us is greatly formed by the people who serve them. Regardless of your position, you are a Company ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, the Company, and the Company's services.

Below are several things you can do to help give customers a good impression of the Company. These are the building blocks for our continued success.

- Act competently and deal with customers in a courteous and respectful manner.
- Always communicate pleasantly and respectfully with other employees.
- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner.
- Take immense pride in your work and enjoy doing your absolute best.
- Never communicate internal business matters with any customer or potential customer.

These policies apply to all areas of employment including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Dress Code

Office Employees

Office employees shall dress in accordance with appropriate office attire. Extremes in attire shall be avoided. Slacks and jeans without tears or holes are permissible.

Field Employees

Employees working in the field shall wear clothes appropriate for tree work. The Company provides a certain number of logoed T-shirts for free and has shirts and sweatshirts with our logo for you to purchase. Your outer layer of clothing shall always display the Company logo.

The Company requires the removal of jewelry or other items on the worksite which might be considered dangerous in our work.

Fragrance

Employees and visitors may have sensitivity or allergic reactions to various fragrant products. You may be required to discontinue use of scented personal products (such as fragrance, colognes, lotion, and powders) that are perceptible to others. Please do not bring natural or artificial scents (candles, potpourri, and oils) onto the premises that could cause personal or health distractions.

Employees required by medical necessity to use medicinal lotions or skin creams that contain odors perceptible to others may request reasonable accommodation from their immediate supervisor or the Human Resources department.

Unsatisfactory Performance

The Company will strive to provide a work environment that is comfortable, safe, and conducive to productivity. If there is dissatisfaction with your performance, your supervisor will work with you to resolve the problem. However, consistent with the principles of at-will employment, the Company reserves the right to discipline or terminate any employee, in its discretion, with or without cause or notice.

Prohibited Activities

These policies of the Company are general guidelines of our current policies. They may be changed by the Company at any time without notice or modified as individual circumstances may require them in the best interests of efficient management of the Company. Nothing in the policies as they now exist or may in the future be intended or should be construed as a contract of employment, express or implied, nor a promise of employment for a specific period, nor a requirement that any specific procedure be followed in handling employee issues.

While it is not possible to list all the forms of behavior that are considered unacceptable, the table below lists unacceptable activities and examples of conduct that may result in disciplinary action, up to and including termination of employment:

Unacceptable Activities	Non-Exhaustive Illustrations
Failure to comply with the Company's Corporate Credit Card Policy and Guidelines	Using Company credit card for non-business purposes; unauthorized use of Company funds; expenditures that are not within policy guidelines
Failure to comply with the Company's Business-Related Expense, Travel, Gifts, and Entertainment Policy	Creating expenditures that are not within policy guidelines;
Theft of co-workers' property, Company property, or the property of others	Taking of others' belongings or items for your own use; purchases made on behalf of you or the Company without proper authorization
Smoking, vaping, or using tobacco	Smoking in enclosed buildings, Company vehicles, or any other areas where employees are performing work functions; smoking at non-designated times; smoking in, near, or around gas, diesel, or any other type of flammable liquid; smoking, vaping, and tobacco use is permitted only during authorized breaks and in authorized locations
Gambling or conducting unlawful games of chance on the job	Conducting a lottery or gambling on Company premises or job sites
Possession of firearms, weapons, or explosives on job site, in Company vehicles, on Company or property owners' grounds	Carrying a concealed or non-concealed weapon; leaving or storing firearm in vehicle; bringing firearms to meetings or worksites (except where expressly allowed by applicable state law)

Unacceptable Activities	Non-Exhaustive Illustrations
Sleeping or loitering during working hours	Taking excessive breaks; leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes
Alcohol or drug use while on the job or while working	Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on Company property, customer premises, or property owners' premises
Disclosing confidential or proprietary information	Giving or sharing confidential or proprietary Company information to competitors, other organizations, or to unauthorized employees; working for a competing business; breach of confidentiality of employment or employee medical information; violating non-compete or non-disclosure agreement
Posting, removing or altering notices on any bulletin board	Posting non-work-related materials such as personal advertisements, flyers for community events, political campaign materials; removing federal or state mandated posters or emergency evacuation procedures; adding, removing, or changing information; posting inappropriate or offensive materials
Discrimination or harassment	Any act of discrimination or harassment, sexual, racial, or other; telling sexist or racist jokes; making racial or ethnic slurs
Not reporting an incident or injury	Failure to immediately report any injury of an employee, damage to, or an accident involving, Company equipment or vehicles

Unacceptable Activities	Non-Exhaustive Illustrations
Soliciting during work hours and/or on Company premises or job sites without prior authorization	Selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on Company premises
Unauthorized use of Company or personal technology systems	Unauthorized use of Company computers, tablets, phones, email, voicemail; excessive use of Company telephones, cell phones, and Company calling cards for personal use

Workplace Violence Policy

We are firmly committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by the Company. This policy applies to all employees, including managers, supervisors, and non-supervisory employees. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence, even prior to any violent behavior occurring.

To achieve our goal of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the Company's commitment to a "zero tolerance" policy with respect to workplace violence is every employee's responsibility.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or, if they prefer, to the Human Resources Director. Management will investigate the matter and take appropriate corrective action. This may include the imposition of disciplinary action against any employee who violates this policy, up to and possibly including immediate termination.

If employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their supervisor or to the Human Resources Director immediately. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence. The Company will not tolerate retaliation against any employee who reports workplace violence.

Moonlighting

Solicitation of outside jobs during work, using Company equipment for personal use, or working independently for established company customers are grounds for immediate dismissal. All tree trimming operations must be conducted through proper Company channels. If you have extra work available outside of your normal work operations, you must check with management at the corporate office to gain approval. Proper contracts must be signed, and all work approved by management. A Company approved supervisor must be on site for any job outside normal work for our utility Company customers. Side work is strictly prohibited.

No Solicitation Or Distribution

Persons Not Employed by the Company

Solicitation (the act of asking for or trying to obtain something from someone) and/or distribution of literature by persons not employed by the Company are always prohibited on Company or customers' property.

For the purposes of this policy, "Company property" and "customers' property" includes all buildings, offices, facilities, grounds, premises, work sites, parking lots, places, and vehicles owned, leased, or managed by the Company or our customers.

Employees

Employees may not solicit coworkers or distribute literature for any purpose during working time. Working time means the periods of time scheduled for the performance of job duties by either the coworker doing the soliciting or distributing and the coworker to whom the soliciting or distributing is being directed, but does not include meal periods, scheduled breaks, times before or after a shift, sending of email while not on duty, or other times when coworkers are properly not performing their job duties.

Distribution of hard copy literature in work areas is always prohibited. Work areas refers to any areas of Company property where employees normally perform work or where work is in fact being performed.

The Company may approve limited exceptions to this policy for charitable activities.

Confidential Information

As part of their jobs, some employees may have access to "confidential information" regarding such things as the Company's customers, vendors, pricing, business and marketing plans and strategies, work methods, and other non-public proprietary business information or trade secrets. Revealing any part of this type of "confidential information" may result in financial loss to the Company. It is each employee's responsibility never to disclose or distribute this type of confidential Company

information to unauthorized individuals or parties in any form. No pictures or video footage of any protectable trade secrets or the type of "confidential information" described herein may be made.

When employees are in doubt regarding the handling of any information, or whether information should be considered confidential, they should discuss it with their supervisor. The disclosure by any employee of the type of protected "confidential information" referenced above may result in disciplinary action up to and including termination of employment.

For purposes of this policy, "confidential information" does not include wages, hours, benefits, or other terms and conditions of employment, or an employee's own personnel information. Further, this policy does not prohibit employees from discussing their own personnel information with one another or with a government agency. Employees who learn of other employees' wages, hours, benefits, or other personnel information by virtue of their job duties, however, are prohibited from disclosing such information.

Medical Records

All medical records, if any, will be kept in a separate confidential file. The Company maintains this information in the strictest confidence, in accordance with applicable law.

Inspection

The Company provides its employees with the use of various property and facilities which are necessary in the performance of their work, including but not limited to vehicles, offices, furniture, desks, lockers, file cabinets, files, computer disks and files, and other storage devices. The Company always, retains full title and control, including the right of inspection, over such property or facilities.

The Company also wishes to discourage theft or unauthorized possession of property belonging to employees, the Company, and visitors, and to always ensure its access to Company property, records, documents, and files. Accordingly, although the Company may provide certain property or facilities to its employees to be used for work-related purposes, they always remain the sole property of the Company. All Company property and facilities provided to employees, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, with or without cause or prior notice, unless otherwise prohibited by applicable law.

To facilitate enforcement of this policy, the Company reserves the right to conduct inspections, at management's discretion and in accordance with applicable law, of: (1) the contents of all packages, bundles, boxes, tote bags, knapsacks, purses, suitcases, briefcases, lunch pails, tool boxes, or other containers taken into or out of Company premises; (2) all offices, desks, lockers, and work stations; and (3) all motor vehicles on Company premises or used in Company business.

Whenever practicable, the Company will conduct the inspection in the presence of the employee working in the location involved. However, in emergencies or other appropriate circumstances, the Company reserves the right to conduct an inspection without the presence of the employee involved. A refusal to permit an inspection requested by management may result in immediate termination.

Because an inspection might result in the discovery of an employee's personal possessions, all employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to the Company. In addition, for security reasons, employees should not leave personal belongings of value in the workplace.

Prior authorization must be obtained before any Company property may be removed from the Company's premises or work sites.

Substance Abuse Policy

Purpose

The use of illegal drugs and alcohol misuse by employees are inconsistent with the Company's long-standing commitment to provide a safe, healthy, secure, and productive work environment. Illegal drugs are controlled substances, cannabinoids, marijuana extracts, synthetic drugs, designer drugs, and other substances that are not being used pursuant to and in accordance with a licensed health care professional's valid prescription or whose use or possession is otherwise unlawful under the federal Controlled Substances Act.

The Company has a separate, comprehensive Substance Abuse Policy, a copy of which is provided to all employees. The Company also has a separate Driver Drug and Alcohol Policy that applies to drivers of commercial motor vehicles. Information about the dangers of drug abuse and alcohol misuse in the workplace, sources of help for drug and alcohol problems, the Company's policy, and the consequences that may result from violations of this policy, is available from the Safety Director.

Voluntary Requests for Assistance

Employees with drug and alcohol problems are encouraged to seek help **before** they become subject to discipline for violating the Company's Substance Abuse Policy or other Company policies. The Company will support, assist, and accommodate such employees to the extent required by applicable law. The Human Resources Department can assist employees in a confidential manner by referring them to the EAP, providing them with information about community and other resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits.

Employees will not be disciplined by the Company because they request assistance. Employees may not, however, avoid discipline by requesting assistance after they violate the Company's policies or are notified of their selection for drug or alcohol testing. In addition, employees who request assistance will not be excused from complying with the Company's policies, including its standards for employee performance and conduct.

Work Rules

Whenever employees are working, operating Company vehicles, machinery, or equipment, present on Company's premises, or present in any other location performing services for the Company, they are prohibited from:

- using, possessing, buying, selling, manufacturing, distributing, dispensing, or transferring illegal drugs or drug paraphernalia;
- being under the influence of illegal drugs, alcohol, or inhalants; or,
- possessing or consuming alcohol; or,
- using inhalants.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, alcohol, or inhalants.

The use of over-the-counter drugs and legally prescribed drugs is permitted if they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. Employees should inform their supervisor if their medication may impair their job performance, safety, or the safety of others, or if they need reasonable accommodation when using such medication.

Employees may possess and consume alcohol at Company-sponsored or authorized functions or in certain legitimate business settings such as client entertainment. At all such times, however, employees are expected to act responsibly and to drink moderately (not to the point that they are under the influence). The Company may withdraw these privileges if an employee abuses them or if an employee violates this policy.

All employees must report evidence of alcohol or drug abuse to their supervisor or the Human Resources Department immediately, especially if it appears that the abuse is a threat to the safety of persons or property. Failure to do so may result in disciplinary action, up to and including termination of employment.

Marijuana is an illegal drug under federal law and this policy. The use of marijuana will not be considered a legitimate medical explanation by the Company and its MRO for a positive drug test result for marijuana, except to the extent required by applicable law. In addition, the Company will not accommodate applicants' and employees' use of recreational and medical marijuana, except to the extent required by applicable law.

Consequences

Employees who violate this policy will be subject to appropriate disciplinary action up to and including termination of employment. Depending on the circumstances, an employee's return to work, reinstatement, and/or continued employment may be conditioned on the employee's successful participation in and completion of all evaluations, counseling, treatment, and

rehabilitation programs, passing of return-to-duty and follow-up tests, and/or other appropriate conditions as determined by the Company.

Testing

As a part of our effort to maintain a workplace free of substance abuse, employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs prior to hire, after an accident (if it appears that the employee's possible impairment could have contributed to the accident), on a random basis, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. In the case of testing based on reasonable suspicion, the manager or supervisor ordering the test will document the employee's appearance, smell, behavior, or other factors that formed the basis of the suspicion and collect witness statements as appropriate. If requested, drug/alcohol testing is a condition of employment. A positive result, tampering or attempted tampering with a test, or a refusal to submit to testing, may result in termination of employment.

Inspections

The Company reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as purses, wallets, toolboxes, lunch boxes, backpacks, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, lockers, or cars) that might conceal illegal drugs, alcohol, or other contraband.

Confidentiality

Information and records relating to test results and other medical information shall be kept confidential and maintained in files separate from employees' personnel files. Such records and information may be disclosed to applicants and employees, any third party designated in writing by an applicant or an employee, the MRO, the EAP, a substance abuse professional, physician, or other health care provider responsible for determining an employee's ability to effectively and safely perform his/her job and/or the employee's successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, to and among the Company's employees on a need to know basis, where relevant to the Company's defense in a grievance, arbitration, administrative proceeding, lawsuit, or other legal proceeding, or as required or otherwise permitted by law.

Use Of Company Vehicles, Equipment and Other Property

Employees shall only use the Company's vehicles, property, and equipment when working on Company time. **Non-employees are not allowed to use Company property and equipment or drive Company vehicles at any time.** You are expected to exercise due care in your use of the Company's property and use such property only for authorized purposes. Negligence in the care

and use of Company property may be considered cause for discipline, up to and including termination of employment.

You must notify your supervisor immediately when a vehicle or piece of equipment needs repair. Worn or broken tools should not be used and must be turned in for replacement.

Employees who are given access to Company vehicles are permitted to use such vehicles for approved purposes only and must comply with the Company's Motor Vehicle Safety Rules and Safe Operating Procedures. Remember - NO personal use of Company vehicles is permitted. Even if an employee has permission to drive a Company vehicle to and from home, no non-business use is permitted. Only authorized Company employees are allowed in the Company's vehicles. Our insurance does not cover non-employees/unauthorized employees.

Employees who are permitted to drive Company vehicles to and from their homes at the beginning and end of each workday will not be compensated for such time. Use of the Company's vehicles will only be considered compensable time if the use is requested or required by the Company. Employees are responsible for payment of taxes on any income reported to the IRS as a benefit of their use of a Company vehicle.

The Company is not responsible for any damage to any employee's personal or borrowed vehicle which is damaged, stolen, or destroyed while parked on the Company's property or any of the companies' job sites, whether using the vehicle for Company use or personal use. Similarly, the Company is not responsible for any damage to or loss of an employee's tools, personal effects, etc.

Motor Vehicle Safety Rules and Safe Operating Procedures

When operating a motor vehicle in company business, employees must drive and park safely and in compliance with all applicable laws, ordinances, and regulations. The following are a few rules all employees are expected to follow.

Seat Belts

Employees shall always wear seat belts while operating or riding in a Company vehicle or while conducting company business.

Passengers

- No one shall be permitted to ride on the running boards, fenders, or any part of a vehicle except the seats. No passenger shall stand in a moving vehicle.
- Only Company employees and/or customer employees shall be allowed to ride in a Company vehicle unless otherwise authorized by the CEO or assigns.
- Only licensed drivers with proper Company driving cards will operate Company vehicles.

- Employees who have been designated “Red card drivers” shall not drive any company vehicle or for purposes of conducting company business.

Entering/Exiting

- Three points of contact shall be used when entering or exiting any Company vehicle.
- No one should jump on or off vehicles in motion.

House Keeping/Storage

- The cab and passenger areas of Company vehicles shall be kept clean and free of loose materials.
- Tools not being used shall be kept in compartments or otherwise stored where they will not create a hazard.

Hands Free

- Drivers may not operate Company vehicles and physically hold or support a cellular device with any part of their body.
- Texting and driving is strictly prohibited and may result in termination.
- Talking on the phone while driving and holding a cellular device is strictly prohibited.

Accidents Or Safety Incidents

In case of an incident or accident, contact your supervisor and follow Company protocol. If involved in an accident with another vehicle, follow the instructions of law enforcement, and do not under any circumstances leave the scene of the accident, except as transported by emergency personnel for treatment of your injuries.

Citations

Any vehicle citations employees receive for violating any driving laws while driving on Company business are the employees’ responsibility. The Company will not pay for any such tickets or citations, and any citations directed to the Company are subjected to reimbursement by the employee. It is each employee’s responsibility to operate their vehicle in a safe and legal manner.

Policy Regarding Use of Personal Vehicles for Company Purposes

In circumstances where employees intend to use a personal vehicle for Company business, the following steps must be met first:

Step 1 - A copy of your personal insurance certificate must be sent to the office.

Step 2 - Management must review the certificate and the policy limits.

Step 3 - You must receive written notification from the CEO or assigns at the corporate office that you are approved. Only an authorized employee at the corporate office can approve use of a personal vehicle for Company business.

Safety Expectations and Discipline Policy

Safety is our core operating principle that runs throughout our Company and impacts every policy, process, and procedure found in our Injury/Illness Prevention Plan and Training Programs. Every employee is responsible for their safety, as well as for the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must always be safety conscious. Keep your eye out for any unsafe condition. If you notice an unsafe condition that you cannot safely correct yourself, you must report it immediately to your supervisor and call an “all stop”.

Because we have made working safely a condition of employment, the discipline policies outlined below will serve as guidelines for safety infractions in most instances. However, the Company’s management team reserves the right to modify the discipline consequences for any instance based on circumstances and the severity of the situation.

Safety Seven

Although these are not our only safety rules, the Company has compiled a list of some of our most fundamental safety rules. These are called the Safety Seven and Cardinal Rules.

1. Employees shall maintain Minimum Approach Distance (MAD) from all aerial conductors.
2. Employees shall wear their seat belt while operating a vehicle or equipment.
3. Employees aloft shall wear fall protection (Lanyards, Harness, etc.)
4. Employees shall wear chaps while operating a chainsaw.
5. Employees shall remain clear of and maintain a 30 foot “Drop Zone” while work is taking place above ground level.
6. Employees shall remain outside of the designated fell zone during tree felling and tree top removal operations.
7. Employees shall not place any body part into the infeed hopper during chipping operations.

Cardinal Rules

1. PPE (Personal Protective Equipment) - All employees shall wear proper PPE for their task.
2. Employees shall pre-inspect the work area for hazards and identify them on their Hazard Assessments with mitigation plans.

3. Safe Driving - Avoid distractions, obey speed limits, follow key SMITH driving points, and back into parking spots.
4. Employees shall use 3 points of contact when entering/exiting vehicles and/or equipment.
5. Employees shall remain clear of and maintain a 10-foot radius safe zone around anyone operating a chainsaw.
6. A single employee shall not lift over 40 lbs. at any time. (Wood shall be cut into lengths weighing no more than 40 lbs.)
7. Crews shall establish a proper job site setup including signs, cones, wheel scotches, and outrigger pads.
8. Only one person shall enter the 10-foot "Chipping Zone" during chipping operations including winching operations.
9. Brush shall be fed from the side of the chipper (preferably from the curb side).
10. Only one crew is allowed to work within a single span when aloft.

Any employee who violates these or any other safety rules will normally be subject to the following discipline, though the Company reserves the right to modify the discipline consequences for any instance based on circumstances and the severity of the situation.

Vehicle Accidents

When an employee is involved in an accident involving a motor vehicle while performing work for the Company or while operating a Company vehicle, there will be no consequences where our employee was found "Not at Fault" by management or law enforcement pertaining to the accident. However, all "At Fault" accidents will normally warrant the following schedule of consequences, though the Company reserves the right to modify the discipline consequences for any instance based on circumstances and the severity of the situation.

Equipment Abuse, Damage, and/or Tampering

If equipment is found to have been intentionally abused, misused, damaged, or tampered with (including cameras in Company vehicles), the following consequences will normally apply, though the Company reserves the right to modify the discipline consequences for any instance based on circumstances and the severity of the situation.

These guidelines for consequences will apply for a one-year period beginning on the date of employees' first violation. When that one-year period ends, that specific violation would expire and will not be held against that employee going forward.

Example: Employee is cited for a safety violation on January 1 of a calendar year. At the end of the day on December 31 of that same calendar year, that violation will be removed from that employee's active record of consequences. However, an employee who receives the maximum allotted number of consequences for any of the categories above within one year from the first violation will be terminated.

Other Safety Requirements

In addition to the rules above and other rules outlined by your supervisor, employees are required to abide by the guidelines for safety set forth in the latest revision of OSHA 1910.269 and ANSI Z133.1, the American National Standard for Tree Care Operations--pruning, trimming, repairing, maintaining, and removing trees and cutting brush – safety requirements. A copy of this ANSI Z133.1 standard is included with this Handbook. In the text of this guideline, the word "shall" mean you absolutely must comply, and the word "should" means that it is highly recommended that you comply.

Strict compliance with our safety program is absolutely required of everyone. Employees shall not work or bring any equipment within ten feet of an energized overhead power line unless they are a certified line clearance tree trimmer or trainee.

Other Safety Precautions and Accident Reporting

Report all incidents, however minor, to your immediate supervisor. If you require medical attention but the injury is not life threatening, call your immediate supervisor before you go to the doctor. If you are involved in a motor vehicle accident with a Company vehicle, call your immediate supervisor as soon as it is safe to do so, but do not under any circumstances leave the scene of the accident, except as transported by emergency personnel for treatment of your injuries. After an accident, pull your vehicle off to the side of the road if necessary and assist any victims as safely as you can, but do not leave until a police officer has arrived and filled out an accident report.

Employees are expected to promptly report all unsafe working conditions, accidents, and injuries, regardless of how minor, to their immediate supervisor, a Safety team member, and someone at the corporate office. Prompt near miss reporting of unsafe conditions and accidents enables the Company to correct potential hazards, ensures that injured workers receive treatment, and process workers' compensation claims if necessary. Failure to immediately report unsafe working conditions, workplace injuries, and/or incidents may result in disciplinary action up to and including termination of employment.

The Company prohibits any type of retaliation against an employee for reporting a safety concern or a violation of this policy or for cooperating with a related investigation.

Prescription Safety Glasses

Contact your Human Resources department to find out about the discount program we have available for prescription safety glasses.

Technology Acceptable Use Policy

Purpose And Application

The Company provides a variety of technology resources to its employees for purposes of its business operations and to help employees perform their jobs. While these technology resources are often necessary and helpful tools, they also pose risks and must be used with common sense and good judgment. As such, the Company has developed this policy to establish guidelines for the use of its technological resources. For purposes of this policy, the Company uses the term "technology resources" to refer generally to all its computing, network, and electronic resources, such as computers, software, networks, email systems, telephones and cellular phones, voicemail systems, fax machines, and Internet access.

Business Use Only

The use of the Company's technology resources is for Company business and is to be used for authorized purposes only. These technological resources are established, maintained, and provided by the Company for employees to use for the furtherance of the Company's business and not for personal use. However, the Company acknowledges that some personal use of its technology resources is inevitable and may be necessary at times. Therefore, the Company permits brief and occasional personal use of its technology resources, provided that such personal use is minimal, reasonable, adheres to the requirements in this policy, and does not interfere with the performance of one's job duties. The Company has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one's job duties.

Personal Mobile Devices at Work

Employees may bring personal mobile devices to work, such as personal cell phones, smart phones, and tablets. However, these personal mobile devices may not be used to perform any Company business or work-related activities and may not be used to access the Company's data or networks, unless authorized in advance and configured by the Company's IT Department. Authorization is given to access work email on your mobile device. If authorization is given to use a personal mobile device for other work purposes or to access the Company's data or networks, the employee must comply with this Technology Resources Policy when using the device. Employees also may not use the authorization to use a personal mobile device for work purposes or to access the Company's data or networks to work from home or otherwise work additional time not approved in advance by the Company.

In addition, although employees are permitted to bring personal mobile devices to work, they are always expected to devote their time and attention to performing their job duties for the Company without distraction by their personal mobile devices. Therefore, employees should refrain from using mobile devices for personal business during work hours. However, the Company acknowledges that some personal use is inevitable and may be necessary at times. Therefore, the Company permits brief and occasional use of personal mobile devices provided that such personal use is minimal, reasonable, adheres to the requirements in this policy, and does not interfere with the performance of one's job duties. In addition, employees must keep their personal mobile devices on "vibrate" or "silent" mode at all times while at work.

Ownership and Access to Technology Resources

All the Company's technology resources, including all data and files stored on or transmitted using the Company's technology resources, are the property of the Company. This means that the Company owns all data and files stored on or transmitted using any of the Company's technology resources, such as computers, network servers, or email servers. As such, the Company retains the right to access, monitor, and inspect its technology resources, and any of the data and files stored and/or transmitted therein, at any time. This applies even with respect to data or information transmitted or received using any of the Company's technology resources, such as its networks or Internet connection, even if such is done using an employee's personal device, such as a personal mobile phone, smartphone, or computer. This right applies both during an employee's employment with the Company and after its termination for any reason, voluntary or involuntary.

Employees should not have an expectation of privacy in anything they create, store, send, or receive using the Company's technology resources. In this regard, employees are specifically advised that passwords are designed to give employees access to all or part of the Company's technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the Company's technology resources. Employee passwords must adhere to the standards set in the Password Policy document and should not be shared under any circumstances.

Employee desktops and laptops should be secured with the Windows Screensaver with the password enabled for a period of 10 minutes or less. If you are leaving your desk unattended, please lock your desktop before you leave your workstation. Upon termination of employment, employees must return all equipment issued to them by the Company.

Guidelines For Acceptable Use

Employees are expected to access and use the Company's technology resources in a professional manner and in compliance with this and all other Company policies. Therefore, employees are prohibited from engaging in any unauthorized, prohibited, or inappropriate conduct using the Company's technology resources including, but not limited to, the activities described below. This list is not intended to be an exhaustive description of all conduct that may be inappropriate or violate this policy but is illustrative of the type of prohibited conduct for which employees may

have their privileges of use and access to the Company's technology resources revoked and be subjected to disciplinary action:

1. Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (this means accessing any other person's computer, voicemail, files, or data without approval).
2. Making unauthorized copies of Company files or other data.
3. Information data must be appropriately shared, handled, transferred, saved, and destroyed, based on the information sensitivity. It should only be uploaded to authorized cloud computing applications.
4. Using any of the Company's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data.
5. Revealing, publicizing, or otherwise disclosing any confidential information belonging to the Company without authorization, including, but not limited to, financial information; business and product ideas; marketing strategies and plans; pricing structures and plans; customer lists or information; technical product information; computer software source codes; and computer / network access codes.
6. Destroying, deleting, erasing, or concealing the Company files or other data, or otherwise making such files or data unavailable or inaccessible to the Company or to other authorized users of the Company's technology resources.
7. Violating any law, regulation, or order of the United States or any state, county, city, local government, or jurisdiction in any way.
8. Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service.
9. Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or make such material available to others.
10. Engaging in any other unlawful or malicious activities.
11. Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's technology resources or those of any other individual or entity.
12. Defeating or attempting to defeat security restrictions on any of the Company's technology resources.

13. Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violative of the Company's EEO Policy or other Employment policies, or that is otherwise unlawful or inappropriate. The Company has sole discretion to determine what constitutes inappropriate use or material under this policy. If you are unsure whether any use or material would be considered inappropriate, you should seek clarification from your supervisor before accessing or distributing such material. If you are in any doubt, do not access or distribute the material.
14. Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages (including social media).
15. Posting of confidential or internal communications and non-public financial or operational information may not be published online in any form.
16. Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials.
17. Causing congestion, disruption, disablement, alteration, or impairment of the Company's technology resources.
18. Installing any software without authorization.
19. Using any of the Company technology resources for personal financial gain unrelated to one's employment with the Company.
20. Removable media storage of any type shall generally be disallowed in any form or function within the Company's operational environment. Personal storage devices shall not be used for storage of any Company information or be used with Company hardware. Exceptions to this policy shall be considered only in unique and rare cases. These requests shall require written approval of the InfoSec team and be granted only for justifiable business purposes.
21. Employees must not share their (personal authentication information, including Account Passwords, Personal Identification Numbers (PINs), Security Tokens, Multi-Factor Authentication information, Access Card, Keys or Digital Certificates.

Other Company Policies

All the Company's policies, including its policies on discrimination and harassment, apply to the use of the Company's technology resources. If any employee feels that he or she has witnessed or been the subject of any conduct in violation of this policy, the employee should utilize the complaint procedure set forth in the Company's Anti-Discrimination and Harassment Policy.

Discipline

Employees will be subject to discipline, up to and including termination from employment, for violating this policy. Therefore, before using any of the Company's technology resources, employees should consider whether their actions meet the expectations set forth herein. In doing so, employees should be mindful that electronically stored information can often be saved or retrieved even after an employee believes he or she has taken steps to "delete" it.

Social Media Policy

The Company defines "social media" broadly to include online platforms that facilitate activities such as professional or social networking, posting commentary or opinions and sharing pictures, audio, video, or other content. "Social media" includes personal websites and all types of online communities (e.g., Facebook, LinkedIn, Yelp, YouTube, Twitter, Instagram, blogs, message boards, chat rooms, and other similar social networking interfaces).

The same Company principles and guidelines that apply to your "off-line" activities apply to your activities online. In other words, your social media activity is covered by all the Company's policies including, among others, the Company's Equal Opportunity Statement, Anti-Discrimination and Harassment, Confidential Information, and Technology Acceptable Use Policies.

Ultimately, you are responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Postings that include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and will subject you to appropriate disciplinary action, consistent with the Company's policies prohibiting such conduct. In addition, keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects customers, vendors, or suppliers, may result in disciplinary action up to and including termination. This rule does not prohibit activities protected by Section 7 of the National Labor Relations Act, such as employees' rights to discuss terms and conditions of employment or to seek public support during a labor dispute.

You may use social media for non-business purposes while at work, but only if (i) you are complying with all Company policies, (ii) the activity does not interfere with your work or your coworkers' work; and (iii) you only use social media for an insignificant portion of your workday. Consistent with the Company's Technology Acceptable Use Policy, employees should have no expectation of privacy about any electronic social media activity conducted using the Company's technology resources; all use of the Company's technology resources is subject to monitoring with or without notice. In addition, many social networking activities are uniquely public and may be accessible by anyone, even if they are conducted using personal technology resources not owned or provided by the Company. Because of the high likelihood that social media activity may be viewed by co-workers or the Company's customers, suppliers, or vendors (who may, for example, join a user's social network or visit a user's blog), all the Company employees must act responsibly and exercise care to ensure that their activities are consistent with Company policies.

You should not represent that you are authorized to speak on behalf of the Company or that the Company has approved of your message unless you receive prior written authorization to do so from a member of the senior leadership team. If you do not receive written authorization to speak on behalf of the Company, you are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that the views expressed are your own and not those of the Company. Should you decide to make social media postings about the Company's services or products, you must expressly state in your postings that you are an employee of the Company and that your views are not necessarily those of the Company or its affiliates.

You may not illegally disparage the Company's products/services, or the Company's vendors' or competitors' products/services. This means that you may not intentionally make maliciously false statements that denigrate the Company's products/services, or the Company's vendors' or competitors' products/services.

Credit Card Policy

The Company may issue an employee a company credit card for business expenses authorized by the Company. The employee shall only use the credit card for such purpose and in accordance with a corporate Credit Card Agreement to be signed by the employee. The Company reserves the right to modify the limits or terminate the use of a card at any time. In addition to any disciplinary action that may result, an employee shall be financially liable for any non-authorized expenditure and personal expenses charged to the Company credit card.

Conclusion

It is our hope that this Employee Handbook will help serve as a guide for your job at the Company. Please feel free to discuss any aspect of this manual with your immediate supervisor. We value your opinion and welcome your suggestions on how we can make this Handbook better.

Statement of Understanding

I have received the Company's Employee Handbook (including all addenda), and I understand that it is my responsibility to read and comply with the policies contained in this Handbook, the applicable state-specific addendum, and any revisions made to them. The contents of this Handbook and addenda are guidelines only and supersede any prior handbook or manual, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this Handbook. Neither this Handbook nor any other Company guidelines, policies, or practices create an employment contract. The Company have the right, with or without notice, in an individual case or generally, to change or eliminate any of its guidelines, policies, practices, working conditions or benefits at any time, except for the Company's policy of employment at will.

I have entered my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. I understand that my employment is at will, meaning that I may terminate my employment with the Company with or without cause or notice, and that the Company may terminate or change the terms of my employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, with or without cause or notice. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment at the Company unless the contract or arrangement is in writing and signed by the CEO of the companies.

I have carefully read the foregoing and fully understand its contents.

Employee Signature_____

Employee Name (please print)_____

(An electronic version of this acknowledgment may by substituted for a handwritten version)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

Appellate Case No. 2025-001958

Neval Brunson, Claimant, ... Appellant,

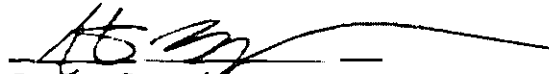
v.

Cutter Buyer, LLC, Employer, and
Property and Casualty Company of Hartford, Carrier, ... Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all
material proposed to be included by any of the parties and not any other material.

Respectfully Submitted,



Stephen Samuels
SAMUELS REYNOLDS LAW FIRM, LLC
1320 Richland Street
Columbia, SC 29201
(803) 779-4000
stephen@samuelsreynolds.com

May 12, 2026
Columbia, South Carolina

ATTORNEYS FOR APPELLANT