

# Alexander Guice

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P.O. Box 13281  
Tampa, FL 33681  
Phone: (813) 562-0547  
Email: [alguice@hotmail.com](mailto:alguice@hotmail.com)

January 2, 2014

The Honorable Jenny A. Kitchings  
Clerk of Court  
SOUTH CAROLINA COURT OF APPEALS  
Post Office Box 11629  
Columbia, South Carolina 29211

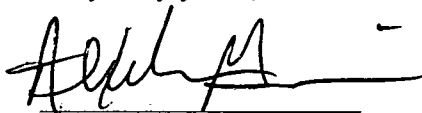
Re: Alexander Guice v. US Foodservice, Inc., and ACE American Insurance Company c/o Gallagher Bassett Services, Inc.  
Appellate Case No.: 2013-002491

Dear Ms. Kitchings:

1. Please find enclosed an original and a copy of a "Notice of Demand" and proof of service in regard to the above captioned matter. Please date stamp the same and provide a copy to the appellant in the prepaid self-addressed envelope enclosed for your convenience.
2. By copy of this letter, the undersigned has provided a copy of the same to Erin L. Hantske, the representative for the respondents', via certified mail and regular mail with enclosures.

Should you have any questions or concerns, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,



Alexander Guice  
Appellant, *pro se*

Enclosure(s): As stated

cc: Erin L. Hantske, Esq. (via cert. mail & reg. mail w/encl.)

**RECEIVED**  
JAN 07 2014  
SC Court of Appeals

# Alexander Guice

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Email: [alguice@hotmail.com](mailto:alguice@hotmail.com)  
Phone: (813) 562-0547

January 2, 2014

## VIA Certified & Regular Mail

Erin L. Hantske, Esquire  
McAngus, Goudelock & Courie, LLC  
Post Office Box 650007  
Mt. Pleasant, South Carolina 29465

RE: Alexander Guice v. U.S. Food Service, Inc., and ACE American Insurance Company c/o Gallagher Bassett Services, Inc.  
Date of Accident: May 5, 2005  
WCC File No.: 0506205  
Appellate Case No.: 2013-002491

## NOTICE OF DEMAND

Dear Ms. Hantske:

Please be advised that I, Alexander Guice, the Employee, Claimant, Appellant and undersigned, acknowledges that you, Erin L. Hantske, Esquire of McAngus, Goudelock & Courie, LLC, are the Representative for US Foodservice, Inc., (Employer) and ACE American Insurance Company, c/o Gallagher Bassett services, Inc. (Carrier) in the above referenced claim. The undersigned respectfully presents this NOTICE of DEMAND seeking;

- a. IMMEDIATE reinstatement of Claimant's employment with the Employer, effective November 2, 2005;
- b. IMMEDIATE payment of illegally withheld entitled Temporary Total Compensation benefits, at the weekly rate/compensation rate of one thousand one hundred sixty-one dollars (\$1161.00) from November 2, 2005 to PRESENT; and
- c. IMMEDIATE payment of the twenty-five (25) percent (%) penalty imposed on the withheld benefits.

The undersigned shall address contentions that are admitted, followed by the basis or grounds to support this NOTICE OF DEMAND, and conclude with final remarks.

### Contentions that are admitted pursuant to mutual acknowledgment and/or confirmed by review of the record

1. The undersigned was employed as a delivery (route) driver by the employer on October 1, 2001.
2. The employer's proper address is 120 Longs Pond Road Lexington, SC 29072.

3. The undersigned was injured in the course of the employee's duties as a delivery driver on May 5, 2005 (**First Report of Injury, Enclosed herein**).
4. The undersigned reported the work-related injury to the employer on May 5, 2005.
5. The parties, to include the employee, employer, and carrier are bound by the South Carolina Workers' Compensation Act (Act).
6. The parties mutually agreed that the claimant's average weekly wage is \$1,161.00.
7. The claimant was represented by Robert G. Bacon, Esq. formerly of Harry Pavilack and Associates and currently of the Bacon Law Firm (Representative Bacon), from May 2005 to November/December 2012.
8. The claimant attended and fully participated in all medical appointments related to the work-related injury which occurred on May 5, 2005.
9. The claimant received temporary compensation from May 6, 2005 to December 4, 2005, approximately two hundred thirteen (213) days, including the first 150 days pursuant to the WCC Form 18 (Periodic Report) filed by the employers' representative, dated December 1, 2005 (**WCC Form 18 Enclosed herein**).
10. The employer-selected treating physician, Alan Tamadon, MD (Dr. Tamadon) opined maximum medical improvement (MMI) on October 27, 2005, wherein Dr. Tamadon; (1) determined that the claimant reached MMI; (2) assigned permanent lifting restrictions; (3) assigned a five percent (5%) impairment rating to the whole person of the claimant; and (4) reported to the employer that the claimant was unable to perform the duties of a delivery driver (**Medical Report and Patient Profile Enclosed herein**).
11. The employer "verbally discharged" the claimant on or around November 2, 2005 for the reason(s) of "permanent lifting restrictions" and "no position available".
12. Claimant received written notice of discharge dated November 2, 2005 from the employer on or around **December 23, 2012** pursuant to a duly served WCC Form 20 (Subpoena) upon employers' representative dated December 7, 2012 (**Written Discharge Notice Enclosed herein**).
13. The employer never offered or afforded the claimant suitable employment to accommodate the claimant's incapacity due to the admitted work-related injury prior to discharging the employee on November 2, 2005.
14. The claimant never refused an offer of suitable employment from the employer to accommodate the claimant's incapacity because no offer was ever submitted.
15. The employers' representative reduced the claimant's Temporary Total Compensation Rate from \$1,161.00 to 592.56, without a hearing, or permission, from the Workers'

Compensation Commission (Commission), effective November 7, 2005, pursuant to a WCC Form 15 filed by employers' representative, processed by the commission on December 6, 2005 (**WCC Form 15 Temporary Compensation Report Enclosed herein**).

16. Claimant, employer and carrier entered into a 'Settlement Agreement And Release' (clincher) on December 22, 2005 which was approved by Commissioner David W. Huffstetler on January 5, 2006 (**Settlement Agreement and Release Enclosed herein**).

17. No reduction of compensation rate hearing has ever been convened before the commission.

18. No stop payment of compensation benefits hearing have ever been convened before the commission.

19. No hearing, formal or informal conference has ever been convened before the commission.

20. To date, the claimant has not been employed since claimant was discharged from employer on November 2, 2005.

21. To date, the employers' representative refuses to pay temporary total compensation benefit payments to the claimant on the grounds, as asserted by the employers representative in correspondence received by the undersigned dated December 16, 2013, that claimant "settled" claimant's case regarding the work-related injury of May 5, 2005 "...on a full and final clincher basis which was stamped and approved by the Commission in January 2006" (**Written Correspondence from Erin L. Hantske, Esq. dated 12/16/2013 Enclosed herein**).

#### **Grounds in support of Notice of Demand**

**A. IMMEDIATE reinstatement of Claimant's employment with the Employer, effective November 2, 2005.** Claimant demands the immediate reinstatement of claimant's employment, with the employer, on the following grounds;

1. The grounds used to discharge the claimant by the employer were improper, due to the fact that the "permanent lifting restrictions" and "no position available" were the direct result of an admitted work-related injury incurred by the claimant. As such, the claimant's continued employment with the employer must be protected.

2. The record of the commission's files confirms, the employer never offered the claimant suitable employment to accommodate the claimant's restrictions.

3. The parties never disputed, or sought a second opinion of the medical opinion of the treating physician, Dr. Tamadon.

4. The record of the commission's files confirms that the employer never provided the claimant with a written notice of discharge. The claimant was verbally discharged by the

employer and told that the written notice of discharge would be mailed to the claimant; however, the claimant never received the written notice until on or around December 23, 2012, more than seven (7) years later. Additionally, the claimant received a letter from the employer, namely, Kellen K. Pollard, dated March 9, 2006 falsely stating that the claimant "left the company because he (claimant) could no longer perform the duties of a delivery driver" (**Written correspondence from Ms. Pollard Enclosed herein**). The letter from the employer was addressed and mailed to the claimant, by the employer, **although the claimant was still represented by Representative Bacon**. Please finally consider that if the employer had lawfully provided a copy of the written notice of discharge to the undersigned on or around November 2, 2005, there would not have been a need or requirement for Ms. Pollard to submit the written correspondence to the undersigned on March 9, 2006.

5. The claimant was subjected to misrepresentation and ineffective counsel by Representative Bacon, who took no action on behalf of the claimant to protect the claimant's legal right to continue employment after Dr. Tamadon opined MMI and reported to the employer that the claimant could no longer perform the duties of a delivery driver on October 27, 2005.

6. Claimant's employment is protected pursuant to SC Code 42-1-610 (1962 annotated). Additionally, the clincher entered into by the parties does not waive the employer's liability with respect to the 33 and 1/3 percent (33.3%) of the claimant's temporary total compensation payments that the employer is liable for paying.

7. A gross lack of institutional control by the commission, who failed to ensure compliance of the Act, with respect to the employer's representative statutory responsibilities and requirements, as the convening authority, pursuant to SC Reg. 67-202(5) and SC Reg. 67-202(10).

Based on the foregoing, the undersigned asserts that discharge of the claimant by the employer was unlawful, and the undersigned demands that claimant's employment immediately be reinstated with the effective date of November 2, 2005.

**B. IMMEDIATE payment of illegally withheld entitled Temporary Total Compensation Wage benefits, at the weekly rate/compensation rate of one thousand one hundred sixty-one dollars (\$1161.00) from November 2, 2005 to PRESENT.** Claimant demands the immediate release of temporary total compensation payments, at the average weekly wage/compensation rate of \$1,161.00, effective November 2, 2005 to date, on the following grounds;

1. When the authorized treating physician, namely, Dr. Tamadon, opined MMI and reported to the employer that the claimant was unable to perform the duties of a delivery driver; opined permanent lifting restrictions; and assigned the 5% impairment rating, which occurred on October 27, 2005, the claimant had received temporary compensation payments for approximately **175 days**, to include the **first 150 days**, from May 6, 2005 to October 27, 2005. SC Code 42-9-260 (F) (2005 annotated) states, in part,

After the one-hundred-fifty-day period has expired, the commission shall provide by regulation the method and procedure by which benefits may be suspended or

terminated for any cause, but the regulation must provide for an evidentiary hearing and commission approval prior to termination or suspension...

Furthermore, SC Reg. 67-506(D) (1997 annotated) states,

After the one hundred fifty day period, when the claimant is receiving temporary compensation and the authorized health care provider assigns an impairment rating and reports the claimant is unable to return to work at the same or other suitable job, the employer's representative must continue payment of temporary compensation until the Commission finds the employer's representative may terminate temporary compensation.

As it relates to statutory procedures with respect to suspending or terminating temporary total compensation payments after the 150 days, SC Code 42-9-260 (F) (2005 annotated) states, in part,

... Further, the commission may not entertain any application to terminate or suspend benefits unless and until the employer or carrier is current with all payments due.

Additionally, SC Reg. 67-506(E) (1997 annotated) states,

To request a hearing for permission to terminate temporary compensation, the employer's representative shall file a Form 21 with the Judicial Department.

(1) The employer's representative shall serve a copy of the Form 21 on the claimant according to R.67-211.

(2) The employer's representative shall certify temporary compensation is current or no hearing will be set.

To date, the record of the commission's files confirm that the employer's representative has never filed a Form 21 seeking permission from the commission to suspend or terminate temporary total compensation payments to the claimant. The employer's representative has failed to certify that temporary compensation payments are current. As such, claimant is entitled to temporary total compensation benefit payments effective November 2, 2005 to date.

2. The reduction of the claimant's average weekly wage/compensation rate from \$1,161.00 to \$592.56 effective November 7, 2005 was not proper. In particular, no reduction hearing was ever convened or granted by the commission. Additionally, based on the fact that the reduction was initiated after the 150 day period, such a reduction must be granted by the commission, pursuant to an evidentiary hearing IAW SC Code 42-9-260 (F) (2005 annotated). Moreover, the claimant asserts that the reduction of the claimant's compensation rate was reduced based on the unlawful discharge of the claimant, by the employer, on or around November 2, 2005. As such, reduction of the claimant's compensation rate by the employer's representative is not proper, and claimant is entitled to temporary total compensation payments, at the average weekly wage/compensation rate of \$1,161.00 effective November 2, 2005 to date.

3. The aforementioned 'Settlement Agreement and Release' or clincher, entered into by the parties on December 22, 2005 and approved by Commissioner Huffstetler on January 5, 2006, by operation of law, cannot serve as grounds to terminate or suspend the claimant's temporary total compensation payments. In particular, SC Code 42-1-610 (1962 annotated) states,

No contract or agreement, written or implied, and no rule, regulation or other device shall in any manner operate to relieve any employer, in whole or in part, of any obligation created by this Title except as otherwise expressly provided in this Title.

Furthermore, SC Code 42-1-620 (1962 annotated) states,

No agreement by an employee to waive his rights to compensation under this Title shall be valid.

4. The claimant was subjected to misrepresentation and ineffective counsel by Representative Bacon, who took no action on behalf of the claimant to protect the claimant's legal right to continued temporary total compensation payments.

5. A gross lack of institutional control by the commission, who failed to ensure compliance of the Act, with respect to the employer's representative statutory responsibilities and requirements, as the convening authority, pursuant to SC Reg. 67-202(5) and SC Reg. 67-202(10).

Based on the solitary reliance of the 'Settlement Agreement And Release' or clincher entered into by the parties on December 22, 2005 and approved by the commission on January 5, 2006, as the employer's representative grounds for withholding temporary total compensation payments, claimant demands that the employer's representative immediately comply with SC Code 42-9-260(F) (2005 annotated) and SC Reg. 67-506(D) (1997 annotated) and immediately release unlawfully withheld temporary total compensation payments to the claimant, at the average weekly wage of \$1,161.00 effective November 2, 2005 to date, by operation of law.

**C. IMMEDIATE payment of the twenty-five (25) percent (%) penalty imposed on the withheld benefits.** Claimant demands the immediate release of the 25% penalty imposed on the unlawfully withheld temporary total compensation benefits on the following grounds;

1. SC Code 42-9-260(G) (2005 annotated) states,

Failure to comply with this section shall result in a twenty-five percent penalty imposed upon the carrier or employer computed on the amount of benefits withheld in violation of this section, and the amount of the penalty must be paid to the employee in addition to the amount of benefits withheld. However, the penalty does not apply if the employer or carrier has terminated or suspended benefits when the employee has returned to any employment at the same or similar wage.

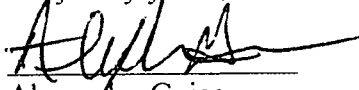
To date, the undersigned **has not** been employed since the undersigned was unlawfully discharged by the employer on November 2, 2005. As such, the undersigned is entitled to the unlawfully withheld temporary total compensation payments effective November 2, 2005 to

date, at the average weekly wage/compensation rate of \$1,161.00 plus the 25% penalty on the withheld compensation payments.

Ms. Hantske, the grounds utilized to withhold temporary compensation payments, in particular, that the undersigned settled his claim on a full and final basis pursuant to the Settlement Agreement and Release, or clincher, is without merit. Furthermore, the aforementioned assertion has been the **only** argument submitted by your office to support your erroneous and respectfully unlawful actions. As the employer's representative, and an attorney certified by the South Carolina Bar, your office has a fiduciary responsibility, pursuant to Rule 402(k) SCACR to demonstrate "...fairness, integrity, and civility, not only in court, but also in all written and oral communications..." and to "...assist the defenseless or oppressed by ensuring that justice is available to all citizens and will not delay any person's cause for profit or malice..." whether or not such lawful duties and responsibilities positively or adversely affects your clients.

In closing, **the intentional infliction of financial, economic and emotional distress imposed upon the undersigned by your office, the employer and carrier is unjust, unlawful, inexcusable and without merit.** The undersigned demands that your office immediately comply with SC Code 42-9-260(F) & (G); SC Code 42-1-610 and SC Code 42-1-620 by; **(A)** releasing all unlawfully withheld temporary compensation payments, at the proper average weekly wage/compensation rate of \$1,161.00, effective November 2, 2005 to date; **(B)** releasing the 25% penalty on the unlawfully withheld temporary compensation payments; and **(C)** reinstating the undersigned's employment with the employer, effective November 2, 2005, within **seven (7) days** from receipt of this notice, or in the alternative, that your office respond to the undersigned, the opposing *pro se* counsel, with fairness and integrity, and provide the specific statutory grounds for your failure to comply with the law, within 7 days of this notice.

Very truly yours,



Alexander Guice

Employee/Claimant/Appellant, *pro se*

/AG

Enclosure(s):

- (1) First Report of Injury
- (2) WCC Form 15, Temporary Compensation Report, (processed by WCC 12/06/2005)
- (3) WCC Form 18, Periodic Report, dated 12/01/2005 (processed by WCC 12/06/2005)
- (4) Medical Report & Patient Profile, Alan Tamadon, MD dated 10/27/2005
- (5) Settlement Agreement and Release
- (6) Correspondence from Kellen K. Pollard, VP (Employer) dated 03/09/2006
- (7) Employer's Discharge Notice (received by undersigned on or around 12/23/2012)
- (8) Written correspondence from Erin L. Hantske, Esq., dated 12/16/2013

cc: The Honorable Jenny A. Kitchings (via reg. mail w/encl.)  
The Honorable Beth A. Carrigg (via reg. mail w/encl.)  
Virginia L. Crocker (via reg. mail w/encl.)  
Insurance Fraud Division (via reg. mail w/encl.)

WORKERS' COMPENSATION EMPLOYER'S FIRST REPORT OF INJURY OR ILLNESS  
CONTAINS ALL ITEMS REQUIRED BY OSHA FORM 101 (Enter all dates in MM/DD/YY format)

EMPLOYER: US FOODSERVICE  
120 LONGS POND ROAD P O BOX 8  
120 LONGS POND ROAD P O BOX 8  
LEXINGTON SC 29072-  
CARRIER CLAIM #: 104000001589901  
JURISDICTION CLAIM #: 0506205  
UNEMPLOY/FED. TAX I.D. NO.: 363642294

EMPLOYEE: ANCE ACE  
ER 45 DAN ROAD  
CANTON MA 02021-2852  
CC#: 952371728 00461  
POLICY/SELF-INSURED#: TO  
POLICY PERIOD: TO  
SELF INSURED: N

EMPLOYEE NAME (Last, First, Middle): ALEXANDER  
SOCIAL SECURITY NUMBER: [REDACTED]  
PHONE NO. (A/C No): (843) 756-6479

SS: 2996 GASTON DR  
LORIS SC 29569-  
DATE OF BIRTH: 02/13/1971 MARITAL STATUS: M  
MALE/FEMALE: M # DEPENDENT CHILDREN: 00

DATE OF HIRE: 10/01/01  
OCCUPATION: DRIVER

INFORMATION  
PAY FOR DAY OF INJURY? \$1,161.00 WEEKLY N  
DATE RETURN(ED) TO WORK: DID SALARY CONTINUE? N

REFERENCE: [REDACTED]  
DATE OF ACCIDENT OR OCCURRENCE: 29405-  
LEXINGTON  
DATE OF INJ: 05/05/05 TIME OF INJ: 06 AM  
EMPLOYEE'S PREMISES?: N LAST WORKDATE: 05/05/05 DATE EMPL'R NOTIF'D: 05/05/05

DETAILED NATURE OR INJURY OR ILLNESS IN DETAIL  
CAUSE: STRUCK BY  
NATURE: SPRAINS/BRUISES/CONTUSIONS  
LOCATION: HEAD/FACE

DETAILED EMPLOYEE'S ACTIVITIES WHEN INJURY OCCURED WITH DETAILS OF HOW EVENT OCCURRED  
I WAS A BROKEN DOWN VEH WITHOUT ANY WARNING

FINAL, GIVE DATE OF DEATH: [REDACTED]

TELEPHONIC FILING. Original date sent: 05/21/05 Date processed: 05/24/05

Insurance Partner: MAC RISK MANAGEMENT  
P O BOX 9227  
BOSTON MA 02209-9935

**REHABILITATION MEDICINE SERVICES, P.C.**

4237 River Hills Drive, Suite 130  
Little River, S.C. 29566  
(910) 362-1112  
Fax (910) 362-1115

DOB: 2/13/1971

PATIENT: Alex Guice  
CHART #: T02447

**OUTPATIENT FOLLOW-UP**  
October 27, 2005

CC: Neck and low back pain, stable.

HPI: Mr. Guice presents here in follow-up of his work-related injuries. He states that, as work restrictions have been once again incorporated, his pain is under acceptable control. He occasionally has bouts of pain for which he resorts to prescription medications provided. He reports to be comfortable today.

**REVIEW OF SYSTEMS:**

Patient denies any bowel or bladder changes, saddle dysesthesias, or new onset weakness.

**CURRENT MEDICATIONS:**

Ibuprofen, hydrocodone, Flexeril.

**SOCIAL HISTORY:**

Patient was placed on a 25 lb work restriction and no truck driving previously.

**PAST MEDICAL HISTORY:**

Reviewed.

**PHYSICAL EXAM:**

General: Patient is well developed, well nourished, in no acute distress.

Gait: Gait is physiologic with physiologic arm swing and velocity.

Neurologic: Cranial nerves II through XII are grossly intact. Memory, insight, and judgment are within normal limits. Patient is alert and oriented x 4.

Neck: On inspection, no asymmetry is noted. Range of motion is within functional limits with pain on the extremes of motion. Myofascial pain is noted in the cervical and trapezius region. Provocative maneuvers are negative.

Upper limbs: Range of motion is full. Sensation is intact to light touch. Strength is graded as overall good. Neurovascular exam is otherwise intact.

Back: On palpation, once again, myofascial pain is noted. Lumbosacral range of motion is within functional limits with pain reported on the extremes of motion. No frank muscle spasm is noted on today's visit.

Continued

**RECEIVED**

JAN 07 2014

**SC Court of Appeals**

PATIENT: Alex Guice  
CHART #: T02447  
October 27, 2005  
Page 2

**PHYSICAL EXAM (Continued).**

Lower limbs: Seated straight leg raise test is negative. Strength is graded as overall good. Patient is able to walk on heels and toes. Deep squats are associated with right knee pain. Range of motion of the right knee is within normal limits with full extension and flexion greater than 120 degrees. No varus or valgus laxity or ankylosis is noted. Neurovascular exam is otherwise intact.

**ASSESSMENT:**

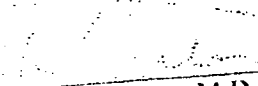
- (1) Neck pain.
- (2) Low back pain.
- (3) Right knee pain.
- (4) Other medical problems per chart, stable.

**PLAN/DISCUSSION:**

Approximately 45 minutes was spent with patient face to face out of which greater than 50% was for counseling. Functional Capacity Evaluation done was reviewed. Patient was made aware of the good effort placed and the results to be valid. Indeed, the results have yielded performing physical work at light level as defined by US Department of Labor. For this reason, he will be placed on permanent restrictions of no lifting greater than 25 lbs occasionally and no lifting greater than 10 lbs if to be done constantly or frequently. Medications were reviewed. Patient has adequate refills for the present time, however, may continue with these medications as needed in the future and is able to contact this office for refills on an as needed basis. With patient's permission, case manager was asked to enter the room for rehab nurse conference.

**REHAB NURSE CONFERENCE:**

Cathy Dayton, RN, patient's case manager, was made aware of the permanent restrictions. She was further made aware that patient is at maximal medical improvement. Subject of rating was raised. MRI results of the right knee were reviewed. It is noted that right knee MRI was essentially within normal limits with the exception of quadriceps which showed evidence of mild tendinitis. Electrodiagnostic studies were reviewed which showed no evidence of radiculopathy or otherwise nerve impingement and indeed, an improvement from last comparison study done. In view of such findings, recommend a five percent (5%) impairment rating of the whole person for neck, low back, and right knee pain as a result of this injury. All other questions were answered. His follow-up is left open.

  
Alan Tamadon, M.D.

/dh

cc: Dr. Baucle

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## Physical Work Performance Evaluation Summary

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Date: 10-19-05

Re: Mr. Alexander Guice

Dear Dr. Tamadon:

The following letter provides a summary of the results of the Physical Work Performance Evaluation administered to your client, Mr. Alexander Guice. The results of this evaluation are substantiated by reliability and validity research conducted at the University of Alabama at Birmingham.<sup>1</sup> The comprehensive Physical Work Performance Evaluation consists of 36 tasks divided into 7 sections. However, this evaluation was administered with respect to the work demands of "delivery driver" with U.S. Foods. This letter provides a summary of your client's performance on these essential functions.

### Overall Level of Work:

Based on the information summarized in the Dynamic Strength, Position Tolerance, and Mobility sections of the evaluation, the client is capable of performing physical work at the light level, as defined by the U.S. Department of Labor in the Dictionary of Occupational Titles. Based on this evaluation, the client is capable of sustaining the light level of work for an 8-hour day.

### Overall Level of Client Participation:

Throughout the evaluation, participation was determined by comparing the client's willingness to exert a maximal effort to the evaluator's observations of client effort. Based on the Dynamic Strength, Position Tolerance, and Mobility sections of the evaluation, the client:

Participated fully in 17 out of 21 tasks.

Demonstrated self-limiting participation by stopping on 4 out of 21 tasks.

Self-limiting participation during the evaluation means that the client stopped the task before specific physical signs of a safe maximal effort were observed. The values reported for the 4 tasks in which the client self-limited represent, therefore, what the client was willing to do rather than a safe maximum physical effort. The values for the remaining tasks represent the client's maximum physical effort.

Self-limiting participation may be due to one, or any combination, of several factors. Some common factors contributing to self-limiting participation are: pain, fear of pain, fear of injury/re-injury, depression, anxiety, lack of familiarity with a safe physical maximum, and lack of motivation to perform maximally secondary to perceived financial gain. The client's reported reason(s) for self-limiting participation was/were low back pain, neck pain, fear of re-injury or new injury.

The Physical Work Performance Evaluation is a test of physical abilities and cannot be used to assess the complex factors underlying self-limiting participation. However, the research substantiating this evaluation suggests a correlation between the number of self-limiting tasks and these factors. If your client self-limited on 4 or fewer tasks, overall participation is considered to be good and does not warrant further evaluation. If your client self-limited on 5 to 7 of the tasks, further evaluation of the psychosocial and motivational aspects of

<sup>1</sup> Lechner DE, et al. *Journal of Occupational Medicine*. September 1994 Volume 36, No. 9: pages 997-1004.

**Summary Letter**

participation may be warranted. If your client self-limited on 8 or more of the tasks, further evaluation of the psychosocial and motivational aspects of participation is recommended.

**Occasional Lifting Limits, other Specific Abilities and Limits, and Job Match Information:**

The client's job match information is based on a job description provided by Ms. Cathy Dayton of MacRisk Management.

Activity	Patent Abilities*	Job Demands	Match?
Floor to waist lift	40 lbs	100 lbs	No
Waist to eye level lift	27 lbs	40 lbs	No
Two handed carrying	30 lbs	100 lbs	No
One handed carrying	27 lbs	? lbs	?
Pushing	33 lbs**	40 lbs**	No
Pulling	13 lbs**	90 lbs**	No
Sitting	Occasionally	Frequently	No
Standing	Occasionally	Occasionally	Yes
Work arms over head-standing	Frequently	Frequently	Yes
Work bent over-standing/sloping	Occasionally	Frequently	No
Work kneeling	Occasionally	Occasionally	Yes
Work bent over-sitting	Occasionally	Frequently	No
Work squatting/crouching	Occasionally	Frequently	No
Work arms over head-supine	Occasionally	?	?
Climbing stairs	Occasionally	Frequently	No
Repetitive squatting	Occasionally	Frequently	No
Walking	Frequently	Frequently	Yes
Crawling	Occasionally	Never	Yes
Climbing a ladder	Occasionally	?	?
Repetitive trunk rotation-standing	Occasionally	Frequently	No
Repetitive trunk rotation-sitting	Occasionally	Frequently	No
Balance on level surfaces	Adequate	Frequently	Yes
Balance on uneven surfaces	Inadequate	Frequently	No
Balance on ladder	Inadequate	?	?
Balance on beam/scaffold	Inadequate	?	?
Grip Strength	R- 11lb/L-100lb	65lb	No

\* The Dictionary of Occupational Titles (D.O.T.) defines Occasionally as up to 1/3 of the day, Frequently 1/3 to 2/3 of the day, and Constantly as 2/3 to the full day. The weights reported above are for the Occasional category. The following algorithms, derived from unpublished research, are used by the D.O.T. to extrapolate Frequent or Constant lifting from Occasional lifting: Frequent lifting equals 90% (1/2) of Occasional and Constant lifting equals 20% (1/5) of Occasional. PLEASE NOTE: the D.O.T. extrapolations from Occasional to Frequent and Constant lifting were not studied in the research validating the Physical Work Performance Evaluation.

\*\* Pounds of force is the amount of force the client exerted during the pushing and pulling tasks. If your client is required to push or pull for any work activities, the force required for the job task should be measured with a force gauge and compared to the abilities documented above.

## Summary Letter

**Factors Underlying Limitations:**

Based on this evaluation, the factors underlying the client's limitations appear to be:

1. Pain: primary site low back, secondary sites neck and right knee
2. Fear of re-injury or new injury
3. Decreased trunk strength

**Job Match:**

According to the job description provided by Mac Risk Management, the client's abilities do not match the job requirements, with the areas of discrepancy noted in prior table.

**Interventions for Consideration:**

Mr. Guice may benefit from a physical therapy program which emphasized strengthening of his lower and upper extremities and trunk, and stretching for his cervical spine, right shoulder, legs, and back. He may also benefit from modalities and manual therapy in conjunction with the exercise program. He did receive physical therapy for 9-16-05 to 8-17-05 with noted improvement, however it does not appear he reached a level of functioning that would prepare him for the work demands of delivery driver. I would encourage him to continue light duty work with physical therapy three times per week for 3 to 4 weeks. After this period he could be re-evaluated on the tasks he is currently deficient in compared to the job demands of driver.

If you have any further questions after examining this summary, please contact me.

Sincerely,

*James R. Cole, PT*  
James R. Cole, PT  
Phone: (843) 249-1843



# Rehabilitation Medicine Services, P.C.

Musculoskeletal Injury, Electrodiagnostics  
Workers Compensation and Coordination of Care

1709-B South 16<sup>th</sup> Street  
Wilmington, N.C. 28401  
Phone: (910) 362-1112  
Fax: (910) 362-1115

215-A Station Street  
Jacksonville, N.C. 28546  
Phone: (910) 577-4300  
Fax: (910) 577-6630

## Notice of Work Status

Employee: Alex Guice

DOB: \_\_\_\_\_

Diagnosis: Neck & LBP

Next Appt: Open

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Return to work without restriction on \_\_\_\_\_

Off balance of this shift only

Temporary total disability until: \_\_\_\_\_

Modified work description. Please describe:

(permanent)

No lifting > 25 pounds

No lifting > 10 pounds frequently or consistently

Physical / Occupational Therapy:  YES  NO

Next Appointment: \_\_\_\_\_

Frequency: \_\_\_\_\_ days per week, for \_\_\_\_\_ weeks.

Patient referred to specialist for: \_\_\_\_\_

Physician: \_\_\_\_\_ Specialty: \_\_\_\_\_

Phone #: \_\_\_\_\_ Appt Date: \_\_\_\_\_

Patient referred for: \_\_\_\_\_

Patient Released

Physician Signature: [Signature]

Date: 10/27/25

Alan Tamadon, MD

Workers' Compensation Commission  
Larion St.  
DX 1715  
Columbia, SC 29202-1715

File #: 0506205  
Carrier File #: 104000001589901  
Carrier Code #: 00461  
Employer FEIN #: 363642294

Claimant's Name: Alexander Guice  
SSN: [REDACTED]  
Address: 2996 Gaston Dr  
City: [REDACTED] State: SC Zip: 29569  
Phone: 843-756-6479 Work Phone: 803-951-4200  
Preparer's Name: Larry Grant

Employer's Name: Us Foodservice  
Address: 120 LONGS POND ROAD P.O. BOX 8  
City: Lexington State: [REDACTED] Zip: [REDACTED]  
Carrier: Mac  
Preparer's Phone #: 781-298-4909

Date of injury: 05/05/2005 Date of Notice to Employer of Injury: 05/05/2005

Check one:  Initial period  Additional period  Corrected compensation rate

Payment of Temporary Compensation (Choose A, B, or C)  
 A. Temporary Total at the compensation rate of \$ 592.56 per week. For this period of disability, disability began on 11/7/05 and the date of first payment was 11/15/05  
 B. Temporary Partial at the compensation rate of \$ [REDACTED] per week. Note: When the Temporary Partial compensation rate will vary, report the first payment here. Supplement this report throughout the period of Temporary Partial compensation by filing a Form 159 with the Form 18, which shall be filed six months after the date of injury and each six months thereafter until the file is closed. For this period of disability, disability began on 11/7/05 and the date of first payment was [REDACTED]

Calculation of Temporary Partial rate:

Average weekly wage before injury	\$	1161.00
Current weekly wage	\$	[REDACTED]
Difference in wages before injury and now		[REDACTED]
x 6667		[REDACTED]
Temporary Partial Compensation Rate	\$	[REDACTED]

C. Salary in lieu of Temporary  Total /  Partial compensation in the amount of \$ [REDACTED] per week. (Choose one) For this period of disability, disability began on [REDACTED] and the date of first payment of salary in lieu of temporary compensation was [REDACTED]

SECTION MAY BE USED ONLY WITHIN 150 DAYS AFTER NOTICE TO EMPLOYER OF INJURY. OBTAIN DOCUMENTATION AS TO THE REASON OF THE TERMINATION.

Termination of Temporary Compensation Temporary compensation payments were stopped on [REDACTED] for the following reason:  
Claimant has returned to work at least 15 days and no temporary partial compensation is due.  
Claimant agrees he/she is able to return to work and has signed a Form 17.  
Based on a good faith investigation, the claim is denied. Reason for denial: [REDACTED]  
Claimant has been released to return to work without restrictions and employment has been offered.  
Claimant has been released to return to work at limited duty and employer has provided limited duty work consistent with the terms upon which the Employee has been released.  
Claimant has refused medical treatment, examination, or evaluation. Note: Benefits must be resumed if claimant accepts the treatment, examination, or evaluation. Additional report must be filed if compensation is resumed.  
Verify that this form has been served on the claimant per R.67-211.

**PROCESSED**

Signature of Claims Administrator \_\_\_\_\_ Date \_\_\_\_\_

Notice to Injured Worker or Legal Representative when Temporary Compensation Has Been Stopped:  
The employer's representative may stop temporary compensation within 150 days of the date of notice of injury for the above reasons. However, if you believe that the temporary compensation should not have been stopped, you may request a hearing by signing and filing this form to SCWCC Judicial Department at the address at the top of this form. A hearing will be held within 60 days of receipt of your request. If your temporary compensation has been properly terminated

MY SIGNATURE BELOW INDICATES THAT I DO NOT AGREE WITH THE TERMINATION OF TEMPORARY COMPENSATION. I REQUEST A HEARING TO DETERMINE WHETHER I AM ENTITLED TO FURTHER TEMPORARY COMPENSATION PAYMENTS.  
Check one: Form 15(II)  Has  Has not been received.

Signature of Claimant or legal representative \_\_\_\_\_ Date \_\_\_\_\_  
Employer's representative must complete and file Form 15 with Claims Department within 30 days after compensation begins or is terminated. Employer's representative must file the Form 15 on the claimant when compensation begins per R.67-211. Employer's representative must prepare and serve Form 20 within thirty days of beginning compensation per R.67-1803. Employer's representative must serve per R.67-211. No code on Form 15 on claimant immediately on termination of compensation with documentation attached as to the reason for the termination. Injured worker may contest termination of compensation by completing section III of the Form 15 and filing it with Claims Department.

South Carolina Workers' Compensation Commission  
P.O. Box 1715 • 1612 Marion Street  
Columbia, South Carolina 29202-1715  
803-737-5700

WCO # 0506205  
Carrier File # 1040000015899/01  
Carrier Code # 00461  
Employer FEIN 363842294

Insured Person's Name	SSN	Employer's Name	City	State	Zip
Larry Grant	29569	120 LONGS POND ROAD P.O. BOX 8	Lexington	SC	29072
Address	City	State	Zip		
120 LONGS POND ROAD P.O. BOX 869	Lexington	SC	29072		
Phone #	Work Phone #	Insurance Carrier	Phone #		
6-6479	803-951-4200	Mec	781-298-4909		
Preparer's Name					
Larry Grant					

Date of injury: 05/05/2005  
month day year

2. Total Weeks of Compensation Paid: 10460.16

Type of Compensation Paid (TP or TTD) Periods of Payment:

Type: TTD	From: 5/6/05	To: 6/19/05
Type: TPD	From: 6/20/05	To: 11/6/05
Type: TTD	From: 11/7/05	To: 12/4/05

Date of First Payment: 5/13/05  
month day year

Total Amount Paid (a) Compensation: 10450.16  
(b) Medical (Include Nursing, Hospital Drugs, Etc.): 9387.57

Informal Conference is Requested:  yes  no  
(check one)

Use these lines to send a memo to the Commission:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preparer's Name: Larry Grant  
Phone #: 781-298-4909  
Date: December 01, 2005

File this form 6 months after the alleged injury date and each 6 months until the Commission's File is closed.  
Form 18 must be filed whether or not compensation is ongoing. Check "yes" after number 6 to request an informal conference. Refer to  
R.67-413, R.67-507, and R.67-804 for further information.

PERIODIC REPORT

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOOD SERVICE, INC.

Employer,

AND

MAC RISK MANAGEMENT, INC.,

Carrier,

Defendants.

RECEIVED

JAN 07 2014

SC Court of Appeals

SETTLEMENT AGREEMENT  
AND RELEASE

APPROVED

JAN 5 2005 C-1-9

S. C. Workers' Comp. Comm.

*[Handwritten signature]*

WHEREAS, the undersigned, Alexander Guice, hereinafter referred to as Claimant, alleges to have sustained an injury to his low back, right knee and neck, by accident arising out of and in the course of his employment with US Food Service, Inc., hereinafter referred to as Employer, on or about May 5, 2005 when he allegedly was involved in a motor vehicle accident; and

WHEREAS, MAC Risk Management, Inc., hereinafter referred to as Carrier, is the Insurance Carrier for the Employer; and

WHEREAS, the average weekly wage is \$1,154.00; and the compensation rate is \$592.56; and

WHEREAS, all parties are operating under and are subject to the provisions of the South Carolina Workers' Compensation Act; and

WHEREAS, the Claimant contends that that he has sustained a permanent impairment in excess of the rating(s) of the physician(s); and the Employer and Carrier deny the same; and

WHEREAS, the Claimant has been treated and/or evaluated by Dr. Alan Tamadon, who found the Claimant at maximum medical improvement on October 27, 2005 and who rated the Claimant's permanent impairment at five (5%) percent to the whole person. The Claimant has also been treated and/or evaluated by Dr. Wayne B. Bauerle, Doctor's Care of Conway, Genex and Long Bay Diagnostic Imaging; and

WHEREAS, there is a bona fide dispute between the Claimant and the Employer and Carrier as set forth above; and

WHEREAS, on account of the doubts that exist as to what benefits, if any, the Claimant would be adjudged to be entitled to recover under the Workers' Compensation Act, the Claimant and the Employer and Carrier, with the approval of the South Carolina Workers' Compensation Commission, have deemed it advisable, proper and in the best interests of all parties to compromise and settle all possible liabilities and controversies between them, now and in the future, the basis of such settlement being as follows:

WHEREAS, in consideration of the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00), the undersigned, Alexander Guice, does hereby release and forever discharge US Food Service, Inc. and MAC Risk Management, Inc. from any and all claims, demands, actions or causes of action under the South Carolina Worker's Compensation Act, on account of any and all injuries, disability, disfigurement, specific loss, death, operations, medical, hospital or like expense, continuances, recurrences, aggravations, changes of condition, ailments, illnesses, and diseases or other damages, consequences or results, past, present or future in any way connected with, or arising from the alleged injury sustained by the Claimant on or about May 5, 2005, and does hereby acknowledge that US Food Service, Inc. and MAC Risk Management, Inc. have fully, finally and completely paid and discharged each and every of their obligations, liabilities and responsibilities under the South Carolina Workers' Compensation Act and that the sum set forth above is being paid to, and received by, the undersigned, Alexander Guice, in full and final satisfaction of all claims whatsoever as a result of the alleged accident described above and that US Food Service, Inc. and/or

MAC Risk Management, Inc. shall not henceforth be liable for the payment of any amount whatsoever; and

WHEREAS, without in any way affecting the overall terms of this settlement insofar as the Defendants are concerned, and with the Claimant and the Claimant's attorney acknowledging that the Defendants make no representations as to the effect such allocation may have on the Claimant's receipt of other benefits, the Claimant and his attorney hereby request this Commission to approve the allocation of the proposed settlement sum of \$20,000.00; and

Prior to the trial of this case being held before the South Carolina Workers' Compensation Commission, the parties commenced settlement negotiations and, in view of the real dispute which exists between the parties, the parties agreed upon a full, final and complete settlement and termination of all claims by the Claimant against the Defendants, for any and all claimed injuries or accidents heretofore sustained in connection with the Claimant's employment by the named employer, subject to the approval of the South Carolina Worker's Compensation Commission, the terms of the settlement agreement between the parties being that the Defendants will pay to the Claimant in lump sum, with the Defendants expressly waiving all rights to commutation thereof, the sum of \$20,000.00 in full and final satisfaction for any and all compensation benefits or other payments under the Worker's Compensation Act to be allocated as follows:

\$13,333.34 in compromise settlement of disputed future disability benefits at the rate of \$6.489 per week commencing on December 15, 2005, for a period of 39.51 years representing the Claimant's life expectancy pursuant to Section 19-1-150 of the South Carolina Code of Law (1976), and pursuant to Section 42-9-10 and 42-9-20 of the 1976 Code of Laws as interpreted by the South Carolina Supreme Court decision of Utica Mohak Mills v. Orr, 277 S.C. 226, 87 SE 2d 593; Sciarotta v. Bowen, 837 F 2d 135; Lemire v. Secretary of Health and Human Services, 682 F. Supp. 102 (D.C.N.H. 1988) and Hatch v. Heckler, 626 F. Supp. 1367 (N.D. California 1986); and \$6,666.66 as attorney's fees pursuant to a written agreement between the Claimant and his attorney; and

WHEREAS, the Employer and Carrier have paid or have agreed to pay authorized medical expenses through December 1, 2005 incurred as a result of the alleged accident described above, in such amounts as may be approved by the South Carolina Workers' Compensation Commission; and

WHEREAS, this Settlement Agreement and Release is full, final and complete regardless of whether the Claimant is able to keep any employment whatsoever, or is able to earn any wages at any time in the future; and

WHEREAS, full and complete medical reports are on file with the South Carolina Workers' Compensation Commission and these are duly considered by it in approving this Settlement Agreement and Release.


WHEREAS, the Claimant represents that he has been fully advised of his rights under the South Carolina Workers' Compensation Act and that he is of the opinion that the proposed settlement is reasonable and fair, and requests that the South Carolina Workers' Compensation Commission approve this settlement as set forth in this Settlement Agreement and Release. The parties acknowledge that the Commission relies upon the representation of counsel for the claimant that the claimant has been fully apprised of his rights under the laws of the South Carolina Workers' Compensation Act and that he believes the settlement is reasonable and fair and thus requests that the South Carolina Workers' Compensation Commission approve this settlement as set forth herein.

NOW THEREFORE, upon approval of this settlement by the South Carolina Workers' Compensation Commission, the Claimant hereby relinquishes and releases each and every claim related to this accident, which he now has, or may hereafter have, so that he shall not henceforth have any other or future claim or demand related to this accident, as a result of the alleged accident described above, nor shall anyone on his behalf or claiming by, through or under him or as dependent, have any claim or demand on account of this accident; as a result of the alleged accident described above; and


The undersigned further acknowledges that the consideration herein expressly recited is the sole and only consideration for the execution hereof, and that no promise, agreement or suggestions of any other or additional consideration has been made to, or received by, me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Myrtle Beach, this

22 day of December 2005.

  
Alexander Guice


IN THE PRESENCE OF:

  
Rebecca Christen

ATTORNEY'S CERTIFICATE

I, Robert G. Bacon, Esquire, a practicing attorney of Myrtle Beach, South Carolina, do hereby certify that I represent Alexander Guice and as his attorney and with his approval, I negotiated and secured the foregoing Agreement for the payment of the amount recited therein, on the conditions and terms and for the reasons therein stated, and that as attorney for Alexander Guice it is my opinion that such disposition is for the best interest of Alexander Guice, under all circumstances and that the consideration as recited in Agreement is full and adequate under the circumstances, and that as his attorney, I approve the Agreement, and I further certify that, before Alexander Guice signed and executed the above Agreement, the same was read over and explained to him and understood by him, and was executed freely and voluntarily on his part, and that the consideration therein recited is the sole and only consideration for the execution thereof.

Dated at Myrtle Beach, South Carolina, this 22 day of December, 2005.

  
\_\_\_\_\_  
Robert G. Bacon, Esquire  
Attorney for Claimant

ORDER AND AWARD

Upon examination and consideration of the foregoing Agreement and Release, the Attorney's Certificate of Robert G. Bacon, Esquire, and the Workers' Compensation Commission File No. 0506205, and it appearing that the settlement set forth in the Agreement and Release is proper and complies with the requirements of the South Carolina Workers' Compensation Act;

Further, upon representation of the claimant and his counsel that his rights have been fully explained to him and that he understands them, that the settlement is reasonable and fair, and that it is the claimant's desire that the settlement as set forth herein be approved;

IT IS ORDERED AND AWARDED that the Settlement Agreement and Release be, and the same hereby is, approved and made the Order and Award of the South Carolina Workers' Compensation Commission, and that upon the payment of the amount recited, the Employer, US Food Service, Inc., and the Carrier, MAC Risk Management, Inc., be, and are forever discharged from each and every liability or responsibility under the South Carolina Workers' Compensation Act on account of the Claimant's injuries on or about May 5, 2005, whether for compensation, disfigurement or for medical or related services or for any account whatsoever and each and every consequence or result thereof, past, present or future, whether for continuation, aggravation, recurrence or otherwise as a result of this accident.

The sum set forth in the Settlement Agreement and Release shall be paid to the Claimant in a lump sum without commutation; whereupon, the Employer and Carrier are authorized to close their files in this matter and the Commission's files shall be, and they are hereby finally closed.

All orders, awards, and opinion heretofore issued by the South Carolina Workers' Compensation Commission in this case are hereby set aside, abrogated, and nullified.

Dated at Columbia, South Carolina on \_\_\_\_\_.

**SOUTH CAROLINA WORKERS'  
COMPENSATION COMMISSION**

BY: *Walter H. Barefoot*  
6/5/06

I CONSENT:

*Walter H. Barefoot*  
Walter H. Barefoot  
Attorney for Employer and Carrier



ATTORNEYS AT LAW

Reply To  
ERIN L. HANISKE  
Direct Dial: (843) 576-2946  
erin.hanske@mgclaw.com  
CHARLESTON

December 21, 2012

**VIA U.S. MAIL AND  
CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

Alexander Guice  
Post Office Box 8651  
Tampa, Florida 33674

RE: Alexander Guice v. U.S. Food Service, Inc. and ACE American Insurance Company c/o  
Gallagher Bassett Services, Inc.  
Date of Accident: May 5, 2005  
WCC File No.: 0506205  
Our File No.: 2098.12550  
Claim No.: 004063-032175-we-01

Dear Mr. Guice:

Enclosed please find documentation responsive to your subpoena dated December 7, 2012, for employment records related to the above-referenced workers' compensation claim. I submit these documents without waiving any objection to their relevancy to the case, their admissibility at hearing, or to any ongoing obligation to respond to the subpoena. Please note that I have not withheld any information under claim of privilege. Should you have any questions or concerns regarding this response, please do not hesitate to contact me.

With kind regards, I am

Very truly yours,

Erin L. Hanske

ELH/gem  
cc:

Robert G. Bacon, Esquire, Bacon Law Firm (w/o encl.) (via e-mail)  
Don Merritt, Gallagher Bassett Services, Inc. (w/o encl.) (via e-mail)  
Cheryl McLaughlin, US Food Service, Inc. (w/o encl.) (via e-mail)

RECEIVED

JAN 07 2013

SC Court of Appeals

RECEIVED

JAN 07 2014

SC Court of Appeals



March 9, 2006

To Whom It May Concern:

Alexander Guice was employed by US Foodservice from October 1, 2001 to November 2, 2005. During that time Mr. Guice reported to work as scheduled and always responded to any company direction in a professional manner.

As mandated by law as a CDL driver he fell under DOT guideline for drug and alcohol testing. Mr. Guice left the company in 2005 because he could not longer perform the duties of a delivery driver.

If you have questions please call me.

A handwritten signature in cursive script that reads 'K. K. Pollard'.

K. K. Pollard  
VP Human Resources

P.O. Box 869 (29071)  
120 Longs Pond Road  
Lexington, SC 29072  
803.951.4200



**ROUTE TO:**  
 1) Human Resources  
 2) Payroll (if applicable)

**EMPLOYEE STATUS NOTICE**

(rev 03/2005)

(Hires/Changes/Transfers)

Effective Date		Employee ID (6 digits)		Name (First)		(Middle Initial) (Last)		
11/2/05		121674		Alexander		Guice		
Section 1	Action(s): Termination		Reason(s): IO9 - NO POSITION AVAILABLE Permanent lifting restrictions		STD % (if applicable)			
Section 2	Comments/Special Processing Termination of Employment - Released from Doctor with permanent lifting restrictions not comparable with job duties							
<b>Job Information - Present (A)</b>				<b>Job Information - Proposed (B)</b>				
Business Unit (5 digits)		Job Code (5 chars)		Business Unit (5 digits)		Job Code (5 chars)		
USF - Conway, S.C. site								
Position # (8 digits)		Grade		Position # (8 digits)		Grade		
Section 3	Delivery Driver							
Job Title		Job Title:		Job Title:		Job Title:		
Same								
Department # (10 digits) and name:		Department # (10 digits) and name:		Department # (10 digits) and name:		Department # (10 digits) and name:		
Transportation								
Location (4 digits) and name		Location (4 digits) and name:		Location (4 digits) and name:		Location (4 digits) and name:		
Conway, S.C.								
<b>General Employment Information - Complete if new hire, rehire, or changing</b>								
Section 4	Reg/Temp:		Empl Class:		Union Code:		Employee Type:	
	<input type="checkbox"/> Regular		<input type="checkbox"/> Standard (blank)		<input type="checkbox"/> Non-Union		<input type="checkbox"/> Salaried	
	<input type="checkbox"/> Temporary		<input type="checkbox"/> Commission		<input type="checkbox"/> Union		<input type="checkbox"/> Hourly	
	Full time / Part time:		<input type="checkbox"/> Stepdown		Union Code:		<input type="checkbox"/> Exception Hourly (only commissioned)	
<input type="checkbox"/> Full time		Std. Work Hours		<input type="checkbox"/> Incentive				
<input type="checkbox"/> Part time		Std. Work Hours						
Current Pay Group:		Current Tax Location (4 digits)		Proposed Pay Group:		Proposed Tax Location (4 digits)		
<b>Compensation - Current (A)</b>				<b>Compensation - Proposed (B)</b>				
Comp Rate Code		<input type="checkbox"/> NAANNL(annual) <input type="checkbox"/> NAHRLY(hourly)		Comp Rate Code		<input type="checkbox"/> NAANNL(annual) <input type="checkbox"/> NAHRLY(hourly)		
Comp Rate (annual amount or hourly rate)		Target Bonus %		Comp Rate (annual amount or hourly rate)		% Chg Target Bonus %		
<b>Additional Pay - Present (A)</b>				<b>Additional Pay - Proposed (B)</b>				
Car Allowance		<input type="checkbox"/> Yes <input type="checkbox"/> No		Car Allowance		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount/pay period: \$				Amount/pay period: \$				
Other (describe)		<input type="checkbox"/> Yes <input type="checkbox"/> No		Other (describe)		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount/pay period: \$				Amount/pay period: \$				
<b>APPROVALS (some changes may require only some of the signatures indicated)</b>								
Section 6	Immediate Supervisor Mike Sanders		Date	Division HR	Date			
			11/2/05	<i>K. Pollard</i>	11-2-05			
	R. A. Bennett		Date	Zone or Region President (for exceptions or regional staff changes)	Date			
	<i>RAB</i>		11/2/05					
	Division President		Date	Region HR VP (for exceptions or regional staff changes)	Date			
Approvals for DIVISION TRANSFERS - Sending Division				Processed by HR		Date		
Division HR (sending division)				<i>Chae D Middleton</i>		11/4/05		
Date				Processed by Payroll		Date		



TORNEYS AT LAW

Reply To  
ERIN L. HANTSKE  
Direct Dial: (843) 576-2946  
erin.hantske@mgclaw.com  
CHARLESTON

RECEIVED

JAN 07 2014

SC Court of Appeals

December 16, 2013

Alexander Guice  
Post Office Box 13281  
Tampa, Florida 33681

RE: Alexander Guice v. U.S. Food Service, Inc. and ACE American Insurance Company c/o  
Gallagher Bassett Services, Inc.  
Date of Accident: May 5, 2005  
WCC File No.: 0506205  
Our File No.: 2098.12550  
Claim No.: 004063-032175-wc-01

Dear Mr. Guice:

I am in receipt of your "Request to Consent to Mediation" dated December 10, 2013. Please be advised that the carrier/employer is not in agreement to mediate this claim as you settled your case regarding your accident of May 5, 2005, on a full and final clincher basis which was stamped and approved by the Commission in January 2006. As such, you are not entitled to any further benefits under the South Carolina Workers' Compensation Act.

With kind regards, I remain

Very truly yours,

  
Erin L. Hantske

ELH/bhg

cc: Rexann Huneycutt, Gallagher Bassett Services, Inc.  
Lisa Purvis, US Foods, Inc.  
Cheryl McLaughlin, US Foodservice, Inc.

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Thomas A. Russo, Circuit Court Judge

RECEIVED

JAN 07 2014

SC Court of Appeals

Case No. 2013-002491

US Foodservice, Inc. and Ace  
American Insurance Company  
c/o Gallagher Bassett  
Services, Inc.,

Respondents',

v.

Alexander Guice,

Appellant.

PROOF OF SERVICE

I certify to the Court of Appeals that I provided to the respondents', by way of Erin L. Hantske, Esquire, the attorney of record for the same, a true copy of a Notice of Demand and proof of service, by depositing a copy of the same in the United States Mail, via regular mail and certified mail, postage prepaid, on January 2, 2014 and addressed to: Court of Appeals Post Office Box 11629 Columbia, South Carolina 29211.

January 2, 2014



Alexander Guice  
Post Office Box 13281  
Tampa, Florida 33681  
(813) 562-0547  
Appellant, *pro se*

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Thomas A. Russo, Circuit Court Judge

Case No. 2013-002491

US Foodservice, Inc. and Ace  
American Insurance Company  
c/o Gallagher Bassett  
Services, Inc.,

Respondents',

v.

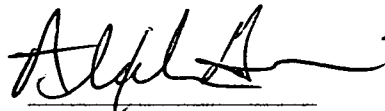
Alexander Guice,

Appellant.

PROOF OF SERVICE

I certify that I provided to the respondents', by way of Erin L. Hantske, Esquire, the attorney of record for the same, a true copy of a Notice of Demand and proof of service, by depositing a copy of the same in the United States Mail, via regular mail and certified mail, postage prepaid, on January 2, 2014 and addressed to: Erin L. Hantske, Esq. P.O. Box 650007 Mt. Pleasant, SC 29465.

January 2, 2014



Alexander Guice  
Post Office Box 13281  
Tampa, Florida 33681  
(813) 562-0547  
Appellant, *pro se*

RECEIVED

JAN 07 2014

SC Court of Appeals

Post Office Box 13281  
Tampa, Florida 33681



USPS TRACKING #



9114 9011 5981 5304 7660 46

Label 400 Jan 2013  
7690-16-000-7948

**RECEIVED**

JAN 06 2014

**SU Court of Appeals**

COURT OF APPEALS  
Post Office Box 11629  
Columbia, South Carolina 29211



1000

29211

U.S. POSTAGE  
PAID  
TAMPA, FL  
33611  
JAN 02 14  
AMOUNT

**\$2.58**  
00024999-17

**RECEIVED**

JAN 07 2014

**SU Court of Appeals**