

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
APPELLATE PANEL

W.C.C. File No. 0725187
Appellate Tracking No. 2012-211392

George W. Thomas, Employee, ... Respondent,

v.

5 Star Transportation, Employer, and S.C. Uninsured Employers
Fund, Carrier,

Of whom 5 Star Transportation is the Appellant.

RECORD ON APPEAL

Malcolm M. Crosland, Jr. (Bar No. 8934)
The Steinberg Law Firm
Post Office Box 9
Charleston, SC 29402
Phone: (843) 720-2800
Fax: (843) 722-1190

ATTORNEYS FOR RESPONDENT

Michael E. Chase (Bar No. 15230)
Carmelo B. Sammataro (Bar No. 69746)
Turner Padgett Graham & Laney P.A.
Post Office Box 1473
Columbia, SC 29202
Phone: (803) 254-2200
Fax: (803) 799-3957

ATTORNEYS FOR APPELLANT

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DECISION AND ORDER OF THE
APPELLATE PANEL OF THE WORKERS'
COMPENSATION COMMISSION

WCC FILE NUMBER: 0725187

GEORGE W. THOMAS, Employee,

Respondent,

-vs.-

5 STAR TRANSPORTATION, Employer,

Appellant

and

S.C. UNINSURED EMPLOYERS FUND, Carrier.

Appellate Panel Review
Columbia, South Carolina
December 19, 2011

Appellate Panel Decision and Order filed
on _____, 2012

~~Malcolm M. Crosland, Jr., Esquire, of Steinberg Law Firm, L.L.P., on behalf of~~
Respondent.

Byron P. Roberts, Esquire, of Roberts Law Group, on behalf of the Appellant.

Lisa Glover, Esquire, on behalf of the Uninsured Employers Fund.

STATEMENT OF THE CASE

Ms. Emily Thomas, hereinafter "Thomas," filed a WCC Form No. 52 on June 26, 2008 alleging her husband, George Thomas, suffered an accidental death arising out of and in the course and scope of his employment with 5 Star Transportation, LLC, hereinafter "5 Star." Ms. Thomas further alleged as the wife of the deceased employee she was presumed totally dependent and entitled to benefits under S.C. Code Anno. § 42-9-290 (1976). It was determined 5 Star was uninsured Employer and the South Carolina Uninsured Employer's Fund, hereinafter "UEF," was joined as a party. 5 Star and the UEF denied the decedent's death arose out of and in the course of his employment and denied Thomas was his wife or dependent upon him for support.

The claim was heard on December 19, 2008. The Hearing Commissioner granted the Defendants' motion to dismiss for lack of standing after hearing Thomas' testimony. The Hearing Commissioner ruled the Thomas' marriage was void *ab initio* because the decedent was still married to his former wife at the time of his ceremonial marriage to Thomas. On April 6, 2009, Thomas filed a WCC Form

30 on the grounds she had additional witnesses present at the hearing to testify she and the decedent intended to be and held themselves out as husband and wife after the decedent's marriage impediment ended by divorce from his former wife. By Order filed on March 12, 2009, the Appellate Panel reversed and remanded the claim for a hearing *de novo*.

A hearing was scheduled for September 28, 2010 but was continued until December 18, 2010 by agreement. All parties timely filed a WCC Forms No. 58, Pre-Hearing Briefs. Thomas contended the decedent's death arose out of and in the course of his employment under the increased danger rule and that she was entitled to benefits either as the decedent's common law wife or under the putative marriage doctrine. 5 Star and UEF denied the decedent's death arose out of or in the course of his employment with 5 Star and that Thomas was either his common law wife or dependent upon him for support.

On May 3, 2011, the Hearing Commissioner issued a Decision and Order finding Thomas' death was compensable and that Thomas was the decedent's common law wife at the time of his death. In the alternative, the Hearing Commissioner found Thomas was entitled to benefits under the putative marriage doctrine.

On May 17, 2011 5 Star filed a WCC Form 30 alleging fifteen grounds for review. 5 Star generally alleged the Hearing Commissioner's findings of fact and ~~ruling of law were not supported by the preponderance of the evidence and effected~~ by errors of law.

Thomas and 5 Star submitted memorandum of law. The request for review was heard on December 19, 2011. Based upon the Commission's file, the memorandum submitted, and the arguments of counsel, the Appellate Panel makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

FIRST: The decedent was employed by 5 Star as a tour bus driver. On November 19, 2007, the decedent was driving a tour bus on Interstate 26 in the course and scope of his employment with 5 Star when he suddenly became unresponsive, lost control of the bus, ran off the roadway, and stuck a tree. The wreck occurred at approximately 1:00 AM. The decedent was pronounced dead on the scene by EMS at 1:12 AM. The Dorchester County Coroner's office responded to the wreck at 2:22 AM at which time the decedent remained trapped inside the bus. Fire department personnel had to extricate the decedent from the bus.

SECOND: The decedent's employment as bus driver with 5 Star placed him in a position of increased danger while operating the tour bus on the interstate highway at a high speed.

THIRD: The parties stipulated Claimant had an average weekly wage of \$565.16 per week making for a corresponding compensation rate of \$377.09 per week.

FOURTH: A forensic autopsy was performed by Dr. Cynthia A. Schandl, MD, Ph.D., of the Medical University of South Carolina Department of Pathology and Laboratory Medicine. Dr. Schandl concluded that the cause of Claimant's death was full body blunt trauma sustained in the bus wreck. The trauma included a partial aortic transection, spinal transection at T5-T6, fractures of the left femur, left and right tibia, fibula, ribs, sternum, pubic symphysis, and skull, bilateral hemothoraces, liver lacerations with maceration, lung maceration, and

parenchymal hemorrhages. A concurrent finding on autopsy included a subarachnoid hemorrhage and a ruptured saccular aneurism of the left posterior communicating artery of the Circle of Willis. Dr. Schandl testified in her opinion to a reasonable degree of medical certainty the decedent's death was not caused by the ruptured saccular aneurism and other autopsy findings indicated the decedent was alive at the time of the wreck. Dr. Schandl was deposed and questioned regarding her opinions. She testified there are so many different fatal injuries suffered at that time of the wreck that it would be difficult to sort out which one would have made decedent more dead. While Dr. Schandl acknowledged it was possible the decedent sustained a ruptured brain aneurism causing him to lose consciousness, however, she could not say whether the ruptured aneurism occurred before or as a result of the wreck. She opined that even if the decedent had sustained a ruptured brain aneurism before the wreck, statistically 2/3's of the people who suffer a ruptured aneurism survive. Ultimately, Dr. Schandl testified that "...what resulted in his death from my opinion is the trauma. As far as what contributions the ruptured aneurism provided, this is very unclear to me and uncertain."

FIFTH: The decedent suffered compensable injuries on November 19, 2007. On that date he was performing services for 5 Star as a bus driver. Although it is impossible to determine whether the decedent suffered a ruptured aneurism before or after the wreck, the evidence is that he probably would have survived the ruptured aneurism. What caused his death was most probably the blunt force trauma suffered in the wreck. The decedent was driving at a high speed on an

interstate highway and, therefore, was exposed to an increased risk of injury in the event he suffered a physical condition causing him to lose consciousness.

SIXTH: The decedent was first married to Gloria Thomas and they had two children, Cassandra Thomas Bennett and Terri Lynn Thomas. Neither Cassandra nor Terri were under the age of eighteen nor financially dependent upon decedent at the time of his death. The decedent was married for a second time to Barbara Thomas and they had a child, Keturah Hodges. Keturah Hodges was over the age of eighteen and there is no evidence she was dependent upon the decedent. The dependency investigation conducted by the Defendants found no evidence of any other children or that any of the children were minors or financially dependent. The decedent was also previously married to Cynthia Whaley on February 9, 1995 and they had no children.

SEVENTH: The decedent and Thomas participated in a ceremonial marriage on September 19, 2006. At the time of their marriage the decedent had not yet obtained a divorce from Cynthia Whaley. The decedent and Cynthia Whaley were ~~not divorced until February 9, 2007. At the time of the ceremonial marriage, there~~ is no evidence Thomas was unaware the decedent had not yet obtained a divorce from his former wife. Thomas testified she did not become aware of this fact until after the decedent's death. Thomas believed she had entered into a valid, lawful marriage with the decedent.

EIGHTH: During the course of their marriage, Thomas was financially dependent upon the decedent. The decedent contributed to their home mortgage and household expenses.

NINTH: After the decedent was divorced from Cynthia Whaley on February 9, 2007, both he and Thomas held themselves out to the public as husband and wife. The decedent would introduce Thomas to social friends as his wife. The decedent and Thomas frequented a social club, "The Fleet Reserve" in North Charleston, South Carolina, where decedent referred to Thomas as his wife to fellow club members. Thomas accompanied the decedent on several bus trips after the decedent's divorce from Cynthia Whaley. The most recent trip occurred in September or October of 2007, just a few weeks prior to the decedent's death. Thomas would serve snacks and drinks to the passengers during the trips. The decedent would introduce Thomas to the passengers on the trips as his wife over the bus intercom system. The decedent and Thomas entered into a contract with A.P.X. Alarm Security Solutions on May 17, 2007. The contract referred to the purchasers as George and Emily Thomas, North Charleston, South Carolina.

TENTH: The decedent and Thomas were common law husband and wife at the time of the decedent's death. After the decedent's divorce from Cynthia Whaley, they held themselves out to the public, social friends, tour bus passengers, and businesses as being husband and wife. The Social Security Administration recognized Ms. Emily Thomas as being entitled to widow's benefits despite being

made aware Mr. Thomas was not divorced at the time of his marriage to Emily Thomas. Thomas had no knowledge that the decedent's divorce from his prior wife was not final and participated in a ceremonial marriage entirely in good faith. Throughout their marriage Thomas was financially dependent upon the decedent for support.

ELEVENTH: The cost for the decedent's funeral \$8,092.98, as reflected by the statement of funeral goods and services selected and provided by Suburban Funeral Homes, Inc. 5 Star Transportation paid \$4,100.00 and Thomas paid \$3,992.98 of the cost for the decedent's funeral.

CONCLUSIONS OF LAW

FIRST: The burden of proof in a claim for workers' compensation benefits is the preponderance of the evidence. The claimant must establish by preponderance of the evidence the facts that will entitle him to an award under the Workers' Compensation Act. Walsh v. U.S. Rubber Co., 120 S.E.2d 685 (1961); Herndon v. Morgan Mills, Inc., 143 S.E.2d 376 (1965).

SECOND: As defined in § 42-1-130, the decedent was a covered employee at the time of his death on November 19, 2007.

THIRD: As defined in § 42-1-140, 5 Star was a covered employer under the Act. As a covered employer 5 Star was required to maintain workers' compensation insurance coverage for its employees under §§ 42-5-10 and 42-5-20. 5 Star was uninsured and, therefore, the decedent's dependents are entitled to recover benefits from the UEF under § 42-7-200.

FOURTH: Section 42-1-40 defines average weekly wage. The parties stipulated the decedent had an average weekly wage of \$565.16 per week making the applicable compensation rate \$377.09 per week.

FIFTH: Section 42-1-160 defines injury and personal injury. The decedent sustained blunt trauma to his person on November 19, 2007 resulting in multiple fatal injuries. In order to be entitled to workers' compensation benefits, the injured employee must show he sustained "injury by accident arising out of and in the course and scope of the employment." The term arising out of refers to the origin of the cause of the accident. The term "in the course of" refers to the time, place, and circumstances under which the accident occurred. Owings v. Anderson County Sheriff's Dept., 433 S.E.2d 869 (S.C. 1993).

SIXTH: As a general rule, injuries attributable to risks or conditions personal to the employee do not arise out of the employment unless the employment contributes to the risk or aggravates the injury. When the employment places the employee in a position of increased danger such as working above ground, near ~~operating machinery, sharp objects, or in a moving vehicles, and the resulting~~ injury is aggravated or worsened by such increased danger, then the resulting injury may be deemed compensable. This is called the increased danger rule. Larson, Workers' Compensation Law § 9.01. South Carolina has applied the increased danger rule in claims involving falls caused by non-occupational heart attacks, epileptic seizures, or fainting spells. In such cases, the Court has held employment which places the employee in a position that increases the dangerous

effects from a fall is compensable. Bagwell v. Ernest Burwell, Inc., 88 S.E.2d 611 (S.C. 1955); *see also* Allred v. Allred-Gardner, Inc., 117 S.E.2d 476 (N.C. 1960) (injuries sustained in a motor vehicle after the claimant blacked out held compensable). In Crosby v. WalMart Store, Inc., 433 S.E.2d 253 (S.C. Ct. App. 1998), the Court cited Larson and explained the increased danger rule by stating, "Where an employee suffers an idiopathic fall when standing on a level surface, and in the course of the fall, hits no machinery, furniture, or other objects such as would contribute to the effect of the fall, the majority of jurisdictions deny compensation." The decedents arose out of and in the course of his employment because he placed in an increased danger while he was driving a bus at a high rate of speed down the interstate highway. The multiple, fatal injuries suffered by the decedent attest to the increased danger.

SEVENTH: Under § 42-15-20 the Employer received timely notice of the claim.

EIGHTH: Under § 42-9-290, when death results proximately from and within two (2) years of the accident, the employer shall pay death benefits to the dependents of the employee. Under § 42-1-175, a surviving includes the decedent's husband or wife living with them or dependent upon them at the time of the death. Under § 42-9-110, a surviving spouse is conclusively presumed to be a wholly dependent for support upon a deceased employee.

NINTH: A party claiming a common-law marriage must prove the existence of the marriage by the preponderance of the evidence. Ex Parte Blizzard, 193 S.E. 633 (S.C. 1937). The difference between marriage and concubinage rests in the intent of

the co-habiting parties. The intent to marry is usually evidenced by the public and unequivocal declaration of the parties, but that is not necessary. The intent to be married may be inferred from the circumstances. Kirby v. Kirby, 270 S.C. 137, 140, 241 S.E.2d 415, 416. Citing Fryer v. Fryer, 9 S.C. Eq.(Rich.Eq.Cas.) 85; String Fellow v. Scott, 9 S.C. Eq. (Rich.Eq.Cas.) 109.

TENTH: In South Carolina, a relationship elicited in its inception does not ripen into common-law marriage once the impediment to marriage is removed. A bigamous marriage is void from its inception and, therefore, cannot be ratified and made valid. S.C. Code Ann. § 20-1-80 (1976). In order for a common-law marriage to arise after the impediment is removed, the parties must intend and agree to enter into a common-law marriage after the impediment is removed. Such intent and agreement may be inferred from the circumstances. Prevatte v. Prevatte, 377 S.E.2d 114, 116, 117 (S.C. Ct. App. 1989); Yarbrough v. Yarbrough, 314 S.E.2d 16,19 (S.C. Ct. App. 1984).

ELEVENTH: The preponderance of the evidence supports a ruling that the decedent and Thomas intended to and agreed to be married after the decedent was divorced from Cynthia Whaley. This evidence is found in the decedent and Thomas holding themselves out to the public, social friends, tour bus passengers, and contracting as being husband and wife. It is also found from the Social Security recognizing their marriage.

TWELFTH: The preponderance of the evidence further supports a ruling that Thomas had no knowledge the decedent's divorce from his prior wife was not

final when she participated in a marriage ceremony with the decedent. The putative marriage doctrine grants the civil benefits of marriage to a party who participates in good faith in a ceremonial marriage that later turns out to be invalid because of some unknown legal impediment of the other party. Am Jur 2nd, Marriage, § 90. The putative marriage doctrine ameliorates or corrects the injustice which would occur if the civil effects of marriage were denied to a party who believed in good faith that he or she was validly married. Christopher L. Blakinsley, The Putative Marriage Doctrine, 60 Tul. L. Rev. 1, 6 (1985). Good faith and ignorance of the impediment are required for the putative marriage doctrine to be applicable. *Id.* at 18 - 19.

THIRTEEN: The preponderance of the evidence in the record establishes Thomas participated in a ceremonial marriage with the decedent in good faith. She did not know of the decedent's impediment to marriage and reasonably believed her marriage was lawful and valid. Although the South Carolina Courts have not yet adopted the putative marriage doctrine, the Appellate Panel believes the doctrine would be adopted if the issue were presented. Having found the preponderance of the evidence establishes the decedent and Thomas were common law husband and wife, it is not necessary to adopt or rely on the putative marriage in this case. In the event, that ruling is appealed, however, the Appellate Panel concludes as an additional sustaining ground that the civil benefits of marriage should flow to Thomas under the putative marriage doctrine as a matter of fairness and equity.

FOURTEEN: Section 42-9-290 provides for payment of burial expenses up to but not exceeding twenty-five hundred (\$2,500) dollars.

ORDER AND AWARD

Based on the foregoing findings of fact and conclusions of law it is hereby:

ORDERED, ADJUDGED and DECREED, the decedent, George Thomas, sustained fatal compensable injuries by accident arising out of and in the course and scope of his employment as a tour bus driver for the Defendant, 5 Star, on November 19, 2007; and it is further,

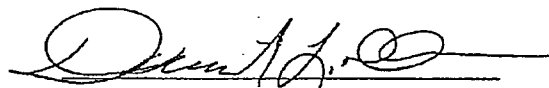
ORDERED, ADJUDGED AND DECREED, that Thomas, as the surviving spouse of the decedent residing with the decedent at the time of his death on November 19, 2007, is conclusively presumed to be wholly dependent upon the decedent and, therefore, is entitled to all rights, benefits and privileges the surviving spouse is defined by Section 42-1-175 and Section 42-9-110; and it is further,

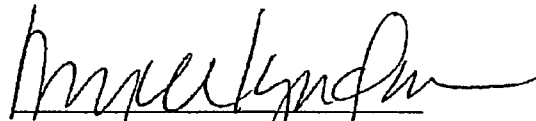
ORDERED, ADJUDGED AND DECREED, that the Defendants shall ~~Thomas death benefits for five hundred weeks from November 19, 2007 at the~~ applicable compensation at the rate of \$377.09 per week; and it is further,

ORDERED, ADJUDGED AND DECREED, Thomas shall be entitled to an award for reimbursement for burial expenses paid in the amount of \$2,500.00 under Section 42-9-290.

ORDERED, ADJUDGED and DECREED, the Decision and Order of the single hearing Commissioner filed May 3, 2011 is affirmed.

AND IT IS SO ORDERED.


Commissioner Derrick L. Williams


Commissioner G. Bryan Lyndon


Commissioner Andrea C. Roche

Columbia, South Carolina

3-15, 2012

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

This 15 day of March, 2012
By Valerie O'Dell

Administrative Assistant to the Commissioner

Lisa C. Glover

Byron P. Roberts

Malcolm M. Crostad

Steph J. Spivey

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO.: 0725187

GEORGE W. THOMAS (deceased),
Employee,

Claimant,

vs.

DECISION & ORDER

5 STAR TRANSPORTATION, Employer, and

South Carolina Uninsured Employers
Fund, Carrier,

Defendants.

HEARING:

Held in North
Charleston, South Carolina on October 28,
2010.

APPEARANCES:

Claimant represented by
The Steinberg Law Firm, L.L.P., Charleston,
South Carolina, with Malcolm M. Crosland, Jr.,
Esquire, appearing.

Defendants represented by Roberts Law
Group, with Byron P. Roberts, Esquire,
appearing.

PURPOSE OF THE HEARING:

To determine the issues as set forth on
SCWCC Form No. 52 and Form No. 53.

DECISION AND ORDER:

Avery Wilkerson, Commissioner

FILED:

May 3, 2011.

STIPULATIONS

- FIRST:** This claim was heard before the undersigned Commissioner pursuant to notices timely and properly served on all parties.
- SECOND:** The South Carolina Workers= Compensation Commission has jurisdiction of the parties and the subject matter of this claim. Venue is proper in Charleston County, South Carolina.
- THIRD:** The Commission=s file, with the exception of any self-serving declarations and unstipulated medical reports, is made a part of the record.
- FOURTH:** On November 19, 2007, the Claimant sustained admitted accidental injuries causing his death.
- FIFTH:** The Claimant has an average weekly wage of \$565.16 per week making for an applicable compensation rate of \$377.09 per week.
- SIXTH:** The Employee/Employer relationship existed between the Claimant and the Defendant, 5 Star Transportation, at the time of the Claimant=s death on November 9, 2007.

APA SUBMISSIONS AND EXHIBITS

The following medical records, documents, and depositions were submitted by the parties under the Administrative Procedure Act and the Regulations of the Commission, without objection:

Claimant=s APA Submissions:

APA #	PROVIDER	TYPE OF REPORT	DATED	NUMBER OF PAGES	PAGES
1	Cynthia A. Schandl, MD	Forensic Autopsy Report, memorandum and CV	11/19/07 & 1/21/10	21	1-21
2	Dorchester County Coroner	Coroner=s Report	11/19/07	3	22-24

3	Dorchester County Health Department	Death Certificate	12/14/07	1	25
Claimant=s Exhibits					
EXHIBIT	PROVIDER	TYPE OF REPORT	DATED	NUMBER OF PAGES	PAGES
A.	Charleston County Family Court	Final Decree of Divorce	2/9/07	4	26-29
B.	State of South Carolina	License and Certificate of Marriage	9/20/06	1	30
C.	Suburban Funeral Home	Funeral Service	11/24/07	2	31-32
D.	Suburban Funeral Home	Funeral Service Bill	2/13/08	1	33
E.	Social Security	Application for widow=s insurance benefits	3/20/08	2	34-35
F.	APXALARM	Schedule of protection contract	5/17/07	1	36

Without objection, the record was left open for the Defendants to take the deposition of Dr. Cynthia Schandl, MD and to complete a dependency investigation. Both the deposition testimony of Dr. Schandl dated December 30, 2010 and the Defendant=s dependency investigation dated January 17, 2011 were submitted into the record.

STATEMENT OF THE CASE

The Claimant filed a WCC Form No. 52, Request for Hearing, alleging George Thomas sustained fatal compensable injuries by accident arising out of his employment with the Defendant, (hereinafter A5 Star@), on November 19, 2007, when the passenger bus he was operating ran off the roadway and crashed. The Claimant contends although it is unknown why Thomas lost control of the bus which was traveling at the posted speed limit on Interstate 26, the autopsy performed by Dr. Cynthia A. Schandl, MD, Ph.D., Assistant Professor at the Department of Pathology and Laboratory Medicine at the Medical University of South Carolina concluded the Claimant=s death was a result of Afull

body blunt trauma complicating ruptured saccular aneurism of the brain.@ Dr. Schandl explained in her report, AA ruptured saccular aneurism of the cerebral artery at the base of the brain was present; whether the rupture occurred prior to or as a result of the collision cannot be determined by an autopsy examination. However, to a reasonable degree of medical certainty, this condition did not cause death. Autopsy evidence (significant hemorrhage at the site of injuries and fat immobilization to the pulmonary vasculature) demonstrates Mr. Thomas was alive at the time of the collision. The injuries sustained in the collision were not survivable, and the ruptured saccular aneurism did not cause death prior to the collision. Thus, to a reasonable degree of medical certainty, Mr. Thomas died as a result of injuries sustained in a motor vehicle collision.@ (APA p.2)

Ms. Emily Thomas asserts that unknown to her at the time of the Claimant=s death, she was his common-law wife. She acknowledges her marriage to Mr. Thomas on September 19, 2006, was void ab initio, because Mr. Thomas was not yet divorced from his previous wife, she alleges however, following his divorce on February 9, 2007, Mr. Thomas by conduct, words and actions publically demonstrated his intent to establish a common-law marriage with Ms. Thomas. In the alternative, she argues because Mr. Thomas misled her by claiming he was divorced at the time of their marriage, she is entitled to all civil rights, privileges, and benefits obtained in a legal marriage under the Putative Marriage Doctrine. She alleges the Putative Marriage Doctrine is applicable to prevent the injustice that would occur to a party who enters into a null marriage in good faith and believes they are validly married. A Putative Marriage allows the civil affects of a valid marriage to flow to the party or parties who contracted [to the marriage] in good

faith.¹

The Defendants deny the Claimant=s death arose out of his employment. They contend the Claimant=s death was caused by a cerebral aneurism which was not related to his employment.

The Defendants also deny Ms. Emily Thomas is entitled to any benefits under the Act as the wife of Mr. Thomas. They argue that because the marriage of Ms. Thomas to Mr. Thomas was void she cannot collect benefits as a personal spouse under Section 42-9-110.

In response to the Defendant=s denial the Claimant=s death did not arise out of his employment, the Claimant alleges the medical evidence establishes the cause of death was massive body trauma caused by the bus wreck and, under the AIncreased Danger Rule@, was compensable because his employment as a bus driver traveling at a high rate of speed down the interstate highway placed him in an increased danger of injury and death.

EVIDENCE OF THE CASE

Ms. Emily Thomas testified at the Hearing. She testified she lived with her husband, George Thomas, at . She married the Claimant on September 19, 2006. She was aware Mr. Thomas had been married previously but had been told his marriage ended in divorce. Ms. Thomas testified she had no idea that Mr. Thomas was married when they married in September 2006. Ms. Thomas did not learn Mr. Thomas was still married at the time of her marriage to Mr. Thomas after he died.

¹The Putative Marriage Doctrine, Tulane Law Review, October, 1985, 60 TUL. L. Rev. 1

At the time of their marriage, Mr. Thomas was working for 5 Star Transportation as a bus driver. After marrying Mr. Thomas on September 19, 2006, Ms. Thomas testified both she and Mr. Thomas introduced one another as the husband and wife. She testified that after their marriage they frequented a social club called "The Fleet Reserve" where she was introduced and known as Mrs. Thomas. This continued after February of 2007 and when Mr. Thomas's divorce became final, they continued to go to the Fleet Reserve. Because the Claimant's credit was not good, all bills and other marital debt was placed in the name of Ms. Emily Thomas.

Mr. Thomas's employment as a bus driver for 5 Star took him out of town frequently. He drove the passenger bus to Atlantic City and various other locations on the east and gulf coast. From time to time, Ms. Thomas would travel with him on his bus trips. When traveling with Mr. Thomas on trips she assumed the responsibility of serving snacks and drinks to passengers on the bus. Prior to leaving Charleston on a trip, Mr. Thomas would introduce Ms. Thomas to the passengers on the bus as his wife. Ms. Thomas testified prior to making the trip Mr. Thomas would announce through the bus intercom system "...this is my wife and she is going to be serving you all." (Tr.p.45, L19-20). She stated the last trip she took with him was to Atlantic City and back to Charleston. This trip took place approximately two (2) months prior to Mr. Thomas's death. On the trip to Atlantic City she was introduced to the bus passengers by Mr. Thomas as his wife.

Ms. Thomas testified she began receiving Social Security benefits as the Claimant's widow at approximately three (3) months after his death. The Claimant's APA Evidentiary Exhibit page 34-35 reflects Ms. Emily Thomas applied for

widow/widowers insurance benefits.

On cross-examination, Ms. Thomas testified she received approximately \$900.00 per month in retirement benefits from a New York telephone company. Prior to Mr. George Thomas= death, she also was receiving approximately \$1,033.00 per month in Social Security retirement benefits under her own Social Security account. In addition, she was employed at the Medical University of South Carolina as a parking garage attendant and earned approximately \$435.00 per week.

Ms. Thomas acknowledged that after September of 2006, there was no second marriage ceremony or formal renewal of the marriage vows in a ceremony between she and Mr. Thomas.

Joseph S. Mazyck was offered by the Claimant. Mr. Mazyck testified he was employed for sixteen (16) years with the military sea command. At the time of the Hearing he was retired. He also testified he owns a business located at 2247 Mott Avenue in North Charleston. The business is both a barber shop and beauty salon. Mr. Mazyck testified he has known Ms. Emily Thomas= sister for approximately thirty-five (35) years and knew Ms. Thomas through her sister. He stated he also knew Ms. Emily Thomas= husband, Mr. George Thomas, having gotten to know him through Ms. Emily Thomas. He testified Mr. Thomas rode a motorcycle and from time to time would come to Ms. Thomas= sister=s home looking for his Awife.@ Ms. Emily Thomas= sister=s home was directly next door to Mr. Mazyck=s barber shop/salon business on Mott Avenue. He stated he recalled in August of 2007, just three (3) months prior to Mr. Thomas= death, George Thomas rode his motorcycle to Mr. Mazyck=s barber shop/beauty salon looking for his Awife.@ Mr. Mazyck was working outside his shop and Mr. Thomas approached him and asked him if

he had A...seen his wife. And I told him I saw her earlier but she was - - she had left.@ (Tr.p.26, L1-3).

Under cross-examination, Mr. Mazyck testified he did not know when George Thomas married Emily Thomas. He stated he did not meet Mr. George Thomas until the latter part of 2006. Prior to the latter part of 2006, George Thomas was introduced to Mr. Mazyck by Ms. Emily Thomas as his Acompanion@. Some time later he was introduced as her husband.

Wanita Hopkins Anderson was offered by the Claimant. Ms. Anderson testified she lived at [redacted] in North Charleston, South Carolina. She stated had known Ms. Emily Thomas for four (4) or five (5) years. She also testified she knew Mr. George Thomas because her husband use to ride motorcycles with Mr. George Thomas. She was aware Mr. George Thomas worked as a bus driver because she and her husband took several bus trips with Mr. Thomas as the bus driver. In 2007, she recalled taking a bus trip to Atlantic City in September or October of 2007 and recalled Ms. Emily Thomas served snacks and drinks during the trip. During the trip to Atlantic City in September/October of 2007, she also recalled Mr. Thomas introduced Ms. Emily Thomas to the bus passengers who were on the trip to Atlantic City as his wife. She testified George Thomas told all the passengers before the trip and stated AThis is my wife, Emily. You know, if you want any soda or snacks or anything, see Emily.@ (Tr.p.7-8) She asked Mr. Thomas if she could borrow money from him and he told her to A...go see my wife@

In addition to the testimony at the Hearing, the deposition testimony of Dr. Cynthia A. Schandl was placed in the record. Dr. Schandl testified she obtained a bachelors degree in biology from the California State University in San Bernardino, California

followed by medical school and graduate school at the Medical University of South Carolina. She obtained further training at the Department of Pathology and Laboratory Medicine at the Medical University of South Carolina. She performed a one year fellowship in the field of forensic pathology. She stated she is board certified in three (3) areas of pathology: (1) anatomic pathology; (2) clinical pathology; and (3) forensic pathology. In addition to her duties as a medical examiner she also teaches college students, medical students and residents forensic pathology.

Dr. Schandl testified that aneurisms can be caused either by the degenerative process or by a genetic defect. With regard to Mr. George Thomas, her autopsy revealed he suffered from a ruptured aneurism; however, the rupture destroyed Dr. Schandl's ability to determine whether Mr. Thomas' aneurism was degenerative or congenital. Dr. Schandl was unable to provide any opinion as to what caused Mr. Thomas' aneurism to rupture. She was asked about the history of Mr. Thomas becoming unresponsive at the wheel of the 5 Star bus prior to it crashing. She was asked if this was an indication his aneurism ruptured prior to the crash. Dr. Schandl stated that if that were the case, it is one possibility that's why he became unresponsive at the wheel but of course, the vast majority of people become unresponsive for other reasons so I can't tell you that's why, it certainly is possible. It would fit a certain scenario but I can't tell you that that did or did not happen. (Schandl Depo P.8, L.11-18). Dr. Schandl testified there could be many things that could have caused Mr. Thomas to become unresponsive at the wheel including falling asleep, cardiac event or stroke. (Schandl Depo P. 8, L.21-24)

Dr. Schandl stated that the autopsy revealed George Thomas sustained fractures to the base of the skull as part of the massive trauma he received from the bus crash. The

location of the fractures at the base of the skull were also in the area where his brain hemorrhaged. The trauma to the brain caused some hemorrhaging and was likely contributory to the bleeding around Mr. Thomas's brain. Dr. Schandl opined that statistically a person who has a rupture of a brain aneurism at home has a 1/3 chance of surviving and having no significant symptoms, about 1/3 will die and about a 1/3 will live with some sequelae complications.

Dr. Schandl testified the cause of Mr. Thomas's death was full blunt trauma which was complicated by a ruptured saccular aneurism. Dr. Schandl testified that the partial aortic transection caused by the crash trauma was immediately life threatening. The aortic vessel is the largest blood vessel in the body and its rupture was immediately life threatening. The partial transection of Mr. George Thomas's aorta caused by the bus crash would have not been survivable in the opinion of Dr. Schandl. (Schandl Depo P. 24, L7-8). Other life threatening injuries including the rupture of Mr. George Thomas's diaphragm and rupture of the stomach with abdominal contents, a flail chest, meaning that the ribs were fractured and the lung would have likely been deflated and pushed the other lung over so neither were working, and maceration of the liver. Dr. Schandl testified A...there are so many different fatal injuries at that moment of the crash that it's difficult to sort out which one would have made him more dead. (Schandl depo P. 24, L.25-P. 25, L3)

In addition to the testimony of the witnesses in this case, both evidentiary submissions and admissions under the Administrative Procedures Act were made by the parties. The Dorchester County Coroner's Office field report indicates George William Thomas, the Claimant, was killed on November 19, 2007 at Interstate 26 Westbound near

mile marker 184. The field report of the Coroner=s office indicates the Coroner=s office was dispatched to the wreck and upon arrival at the wreck scene, the decedent (bus driver) was still trapped inside the bus that left the road and collided with a tree. The decedent had to be extricated by fire department.@ (APA p. 24)

The license and certificate for marriage issued by the Judge of Probate for the County of Charleston, Irvin G. Condon, on September 20, 2006, indicates George W. Thomas and Emily C. Moore were married by Reverend Mary L. Samuel on September 20, 2006. Also placed into evidence is the divorce decree of Cynthia Whaley and George William Thomas signed by the Honorable F. P. Seekers Andrews on February 9, 2007.

The funeral program prepared for Mr. George Thomas= funeral by Suburban Funeral Home indicates George Thomas Awill be cherished by his wife, Emily Moore Thomas...@ (Exhibit 7) Finally, the Schedule of Protection Billing and Security System Information provided to George and Emily Thomas by A.P.X. Alarms Security Solutions dated May 17, 2007 lists George and Emily Thomas of , North Charleston, South Carolina as the customer and is signed by the customer, George W. Thomas.

A good faith dependency investigation was conducted by the Defendants. Tuten Insurance Service Incorporation was retained was to investigate and determine whether there were any dependants of George Thomas at the time of his death on November 19, 2007. Recorded statements were taken from Emily Thomas; Michael Wayne Thomas, the brother of George Thomas; Cassandra Thomas Bennett, the daughter of George Thomas; Glennie Thomas Bethea, mother of George Thomas; and Van Green, a friend/co-worker of George Thomas. In addition a neighborhood canvas and courthouse

search was conducted by Tuten Investigation. As a result of the investigation, it was determined that George Thomas was married throughout the course of his life. A divorce decree from George Thomas= first marriage was not located; however, a child support order from Dorchester County was found requiring George Thomas to pay child support for the two (2) children born of his first marriage. Divorce decrees from Mr. Thomas= second wife, Barbara, and third wife, Cynthia, were located. All individuals who were interviewed, Emily Thomas; Michael Wayne Thomas; Cassandra Thomas Bennett; Glennie Thomas Bethea; and Van Green, confirmed George Thomas was married to Emily Thomas at the time of his death. All three children of the Claimant were confirmed to be over the age of eighteen (18) and no evidence was uncovered reflecting the children of George Thomas were financially dependent upon him at the time of his death.

FINDINGS OF FACT

Based upon the stipulations, the testimony of witnesses, and the APA submissions, the undersigned Commissioner makes the following findings of fact as required by S.C. Code Anno., ' 42-17-40, 1976:

FIRST: The South Carolina Workers= Compensation Commission has jurisdiction or the parties and subject matter of this claim and venue is proper in Charleston County, South Carolina.

SECOND: The Claimant was a covered employee and the Employer was a covered employer. The Employee/Employer relationship existed at the time of the Claimant=s injury by accident.

THIRD: The claim was heard by the undersigned Commissioner on November 13,

2006, in accordance with hearing notices timely and properly served upon all parties of interest.

FOURTH: The parties stipulated the Claimant had an average weekly wage of \$565.16 per week making for a corresponding compensation rate of \$377.09 per week.

FIFTH: The Claimant was employed by the Defendant, 5 Star Transportation, as a tour bus driver. He operated a passenger bus taking passengers to embark on cruises from Ports in Florida as well as to other destinations including Atlantic City, New Jersey. On November 19, 2008, the Claimant was driving a tour bus on interstate 26 in the course and scope of his employment with 5 Star when he lost control of the bus causing the bus to leave the roadway, run off of the shoulder and strike a tree. The Claimant was trapped inside the bus after the collision. The fire department who responded to the wreck was required to extricate him. The Claimant was pronounced dead by the EMS paramedic who arrived at the scene at 1:12 AM. The Dorchester County Coroner=s office responded to the wreck scene at 2:22 AM. The wreck occurred at approximately 1:00 AM. When the Coroner=s office arrived at the scene at 2:22 AM, the Claimant remained entrapped inside the tour bus.

SIXTH: A forensic autopsy was performed by Dr. Cynthia A. Schandl, MD, Ph.D., at the Medical University of South Carolina Department of Pathology and Laboratory Medicine. Dr. Schandl concluded that the cause of the

Claimant=s death was full body blunt trauma sustained during the tour bus collision. The trauma included partial aortic transection, spinal transection at T5-T6, multiple fractures (left femor, left and right tibia, fibula, ribs, sternum, pubic symphysis separation, skull) bilateral hemothoraces, liver lacerations with maceration, lung maceration and parenchymal hemorrhages. A concurrent finding on autopsy was his subarachnoid hemorrhage and a ruptured saccular aneurism of the left posterior communicating artery of the Circle of Willis. Dr. Schandl testified in her opinion to a reasonable degree of medical certainty the cause of the Claimant=s death was not the ruptured saccular aneurism found during autopsy because there was autopsy evidence indicating the Claimant was alive at the time of the collision. She testified the most probable cause of death was the massive injuries sustained to his spine, femor, pubic symphysis, skull, liver, lungs and partial aortic transection caused by the collision. There is no competing evidence in the record disputing Dr. Schandl=s opinion. Dr. Schandl was deposed and questioned regarding her autopsy and her opinions regarding the cause of the Claimant=s death. Clearly, Dr. Schandl opined that the partial transection of the Claimant=s aorta as a result of the tour bus wreck, A...would have been immediately disabling and not survivable.@ She further stated AThere are so many different fatal injuries at that moment of the crash that it=s difficult to sort out

which one would have made him more dead.@ While Dr. Schandl acknowledged it was possible the Claimant sustained a rupture of a brain aneurism causing him to lose consciousness and control of the bus prior to the wreck, she could not say whether the ruptured aneurism occurred before or as a result of the tour bus crash. She opined that even if the Claimant had sustained a ruptured aneurism, statistically, 2/3 survive an aneurism rupture. Ultimately, Dr. Schandl testified that A...what resulted in his death from my opinion is the trauma. As far as what contributions the ruptured aneurism provided, this is very unclear to me and uncertain.@

SEVENTH: George Thomas=s employment with 5 Star placed him in a position of increased danger while operating the tour bus on the highway and interstate roads.

EIGHTH: George Thomas married Cynthia Whaley on February 9, 1995. George Thomas and Cynthia Whaley were granted a divorce effective February 9, 2007.

NINTH: George Thomas married Ms. Emily C. Thomas on September 19, 2006. At the time of George Thomas= marriage to Emily Thomas, he had not yet obtained a divorce from Cynthia Whaley.

TENTH: The cost for the funeral of the Claimant, George Thomas, was \$8,092.98, as reflected by the statement of funeral goods and services selected and provided by Suburban Funeral Homes, Inc. (APA p. 33) Of the \$8,092.98 cost for the funeral of George Thomas, \$4,100.00 was paid by the

Defendant, 5 Star Transportation. Emily Thomas paid the balance of \$3,992.98.

ELEVENTH: At the time of her marriage to George Thomas, Ms. Emily Thomas was unaware that Mr. Thomas had not yet obtained a divorce from Ms. Cynthia Whaley. She did not become aware of that fact until after Mr. Thomas' death on March 19, 2007. When she married Mr. George Thomas, Ms. Emily Thomas believed he was divorced and capable of entering into a legal marriage.

TWELFTH: During the course of their marriage, Ms. Thomas was financially dependant upon Mr. Thomas. He contributed both to the mortgage on the home where he lived as well as to utility bills.

THIRTEEN:

George Thomas was married on several prior occasions. Of his first marriage to Ms. Gloria Thomas, two children were born, Cassandra Thomas Bennett and Terri Lynn Thomas. Neither Cassandra or Terri were eighteen (18) years old or younger or financially dependant upon George Thomas at the time of his death. George Thomas' second marriage was to Ms. Barbara Thomas and a third child, Keturah Hodges, was born (DOB [redacted]). Keturah Hodges was twenty-four (24) years old at the time of George Thomas' death. There was no evidence Keturah Hodges was financially dependant upon George Thomas at the time of his death. A dependency investigation was conducted by the Defendants. There is no

indication George Thomas had any other children during the course of his life other than Keturah, Terri and Cassandra. There is no indication anyone was financially dependant upon George Thomas at the time of his death other than his widow, Ms. Emily Thomas.

FOURTEEN: Following George Thomas= divorce from Ms. Cynthia Whaley on February 9, 2007, George Thomas continued to introduce Ms. Emily Thomas to social friends as his wife. George and Emily Thomas frequented a social club, AThe Fleet Reserve@ in North Charleston, South Carolina, where George Thomas continued to introduce Ms. Emily Thomas to fellow club members as his wife following his divorce from Ms. Cynthia Whaley.

FIFTEEN: Ms. Emily Thomas accompanied George Thomas on several tour bus trips he took between February 9, 2007 and his death on November 19, 2007. Mr. Thomas= tour bus had an intercom system, which could be used to address the bus passengers. Prior to departing on bus trips on which Ms. Emily Thomas accompanied George Thomas after February 9, 2007, Mr. Thomas introduced Ms. Emily Thomas to the bus passengers via the intercom system as his wife. Ms. Thomas assumed the responsibility of serving snacks and drinks to tour bus passengers during the bus trips during which she accompanied Mr. Thomas. The most recent trip occurred in September or October of 2007, just a few months prior to Mr. Thomas= death. During that trip, Ms. Thomas was introduced to the entire group of bus passengers as his wife.

SIXTEEN: After February 19, 2007, George Thomas entered into a contract with A.P.X. Alarm Security Solutions. The contract between George Thomas and A.P.X. Alarm was signed on May 17, 2007 and lists the customer name and address as George and Emily Thomas, 1111 ... Avenue, North Charleston, South Carolina.

SEVENTEEN: On November 19, 2007, the Claimant, George Thomas, suffered compensable injuries which led to his death by accident arising out of and occurring during the course and scope of his employment.

EIGHTEEN: George Thomas and Ms. Emily Thomas held themselves out to the public, their friends and family as husband and wife after February 19, 2007, the date Mr. Thomas secured a divorce from Ms. Cynthia Whaley. The conduct of Emily Thomas and George Thomas after February 19, 2007, indicates they both intended to be married to the other. Ms. Emily Thomas never questioned the validity of her marriage to George Thomas.

CONCLUSIONS OF LAW

Based upon the findings of fact set forth above, the undersigned Commissioner makes the following conclusions of law as required by S.C. Code Anno., ' 42-17-40:

FIRST: The burden of proof applicable to a claim for workers= compensation benefits is the preponderance of the evidence. The Claimant must establish by preponderance of the evidence the facts that will entitle him to an award under the workers= compensation Act. Walsh v. U.S. Rubber Co., 120 S.E.2d 685 (1961); Herndon v. Morgan Mills, Inc., 143 S.E.2d 376 (1965).

SECOND: Under Section 42-1-130, the Claimant was a covered Employee at the time of his accident on November 19, 2007.

THIRD: Under Section 42-1-140, the Defendant/Employer was a covered Employer under the Act on November 19, 2007.

FOURTH: Under Section 42-1-40, average weekly wage was defined. The parties have stipulated the Claimant had an average weekly wage of \$565.16 per week making for an applicable compensation rate of \$377.09 per week.

FIFTH: Under Section 42-1-160, the Claimant sustained a compensable injury by accident to various parts of his body including a fully body blunt trauma, partial aortic transection, spinal transection at T5-T6, multiple fractures (left femur, left and right tibia and fibula, ribs, sternum, public synthesis separation, skull, bilateral hemothoracic, liver lacerations with maceration, lung maceration and parentinal hemmorhages, patchy mesenteric/retro parentenal and soft tissue hemmorages, skin incisions, lacerations and abrasions. The Claimant has established by preponderance of the evidence that it was the multiple traumas to his body directly caused by the tour bus wreck which caused his death.

SIXTH: Under Section 42-15-20, the Employer had timely and proper notice of the Claimant=s accident.

SEVENTH: In order to be entitled to Workers= Compensation benefits, the employee must show he sustained A injury by accident arising out of and in the course and scope of the employment.@ ' 42-1-160, South Carolina Code of Laws,

1976, as amended. The term "arising out of" in the Workers= Compensation Act refers to the origin of the cause of the accident, while the term "in the course of" refers to the time, place, and circumstances under which the accident occurred. Owings v. Anderson County Sheriff=s Department, 315 S.C. 297, 433 S.E.2d 869 (1993).

EIGHTH: As a general rule, injuries arising out of risks or conditions personal to the employee do not arise out of the employment unless the employment contributes to the risk or aggravates the injury. The basic rule, on which there is now general agreement, is that if the employment places the employee in a position increasing the dangerous effects of a fall, such as on a height, near machinery or sharp corners, or in a moving vehicle then the injury is compensable. This approach to compensability is called the "increased danger" rule. Larson, Workers= Compensation Law '9.01.

NINTH: South Carolina has adopted the increased danger rule in analyzing falls which occur on the job but were caused by non-occupational heart attacks, epileptic seizures, or fainting spells. In such cases, the rule provides that if the employment places the employee in a position that increases the dangerous effects of such a fall, the claim is compensable even though the cause of the accident did not arise out of the Claimant=s employment. In Crosby v. WalMart Store, Inc., 330 S.C. 489, 433 S.E.2d 253(Ct. App. 1998), the Court found "Where an employee suffers an idiopathic fall when standing on a level surface, and in the course of the fall, hits no machinery,

furniture, or other objects such as would contribute to the effect of the fall, the majority of jurisdictions deny compensation.@ In citing Larson and, the increased danger rule, our Court indicated the Increased Danger Rule applies to workers= compensation claims in South Carolina and that if the employment contributed to the effect of the fall, the accident is compensable. Bagwell v. Ernest Burwell, Inc., 22 S.C. 444, 88 S.E.2d 611 (1955). See also: Allred v. Allred-Gardner, Inc., 253 N.C. 554, 117 S.E.2d 476 (1960). (Where the Claimant was injured after experiencing a blackout and losing control of the vehicle he was operating for the employer.)

TENTH: Section 42-9-290, provides that if death results proximately from an accident and within two (2) years of the accident... the employer shall pay or cause to be paid subject, however, to the provisions of the other sections of this title...to the dependants of the employee wholly dependant upon his earnings for support at the time of the accident, a weekly payment to equal 60-66 2/3 of his average weekly wages.

ELEVENTH: Under Section 42-1-110, a surviving spouse shall be conclusively presumed to be a wholly dependant for support upon a deceased employee.

TWELFTH: Section 42-1-175, defines surviving spouse to include only the decedent=s wife living with/or dependant upon the decedent at the time of the decedent=s death.

THIRTEEN: A party claiming a common-law marriage must prove the same by the preponderance of the evidence. Ex Parte Blizzard, 185 S.C. 131, 193 S.E. 633 (1937). The difference between marriage and concubinage in the circumstances stated rests in the intent of the co-habiting party; physical and temporal accompaniments of the cohabitation may be the same in both cases, but the intent in the two cases is widely apart always. The intent in marriage is usually evidenced by a public and unequivocal declaration of the parties, but that is not necessary; the intent may exist though never public and formally declared; nonetheless, the intent must exist...it is true that when the intent has not been formally and publically declared,...it may rest in the circumstances. Kirby v. Kirby, 270 S.C. 137, 140, 241 S.E.2d 415, 416. Citing Fryer v. Fryer, 9 S.C. Eq.(Rich.Eq.Cas.) 85; String Fellow v. Scott, 9 S.C. Eq.(Rich.Eq.Cas.) 109. A bigamous marriage is void from its inception, and therefore cannot be ratified and made valid. Section 20-1-80, S.C. Code of Laws, 1976. In South Carolina, A[a] relationship elicited in its inception does not ripen into common-law marriage once the impediment to marriage is removed. Instead, the law [in this state] presumes that the relationship retains its elicited character after removal of the impediment. In order for a common-law marriage to arise, the parties must agree to enter into a common-law marriage after the impediment was removed, though such agreement may be gathered from the conduct of the parties. @ Prevatte v. Prevatte, 297 S.C. 345,348,349, 377 S.E.2d 114,116,117 (Ct.App. 1989).

Yarbrough v. Yarbrough, 280 S.C. 546,551, 314 S.E.2d 16,19 (Ct.App. 1984). The Court can infer from the conduct of the parties that they gave their indication of their agreement to be married after the removal of the impediment to the marriage.

FOURTEEN: The Putative Marriage Doctrine holds that a matrimonial union, which is contracted in good faith by at least one of the parties, but which in fact is invalid because of some legal infirmity or some impediment on the part of one or both parties. Good faith on the part of at least one of the parties to a putative marriage is generally required for the Putative Marriage Doctrine to apply. The Putative Marriage Doctrine provides that, when a marriage is declared annulled, civil effects of a marriage will continue to flow to the parties who contracted the marriage in good faith; that is, the putative spouse would have many of the rights of an actual spouse. Marriage, Am Jur 2nd , 90. The Putative Marriage Doctrine ameliorates or corrects the injustice which would occur if civil effects were not allowed to flow to a party who believed in good faith that he or she is validly married. Christopher L. Blakinsley, The Putative Marriage Doctrine, 60 Tul. L.Rev. 1, 6 (1985). Good faith is the central element of the Putative Marriage Doctrine and its common-law counterparts. Good faith consists of being ignorant of the cause which prevents the formation of the marriage or the defects in its celebration which caused its annulity. It is an honest and reasonable belief that the marriage is valid and that no legal impediment exists thereto. Id at

18,19.

FIFTEEN: The Social Security Administration recognized Ms. Emily Thomas as being entitled to widow=s benefits despite being made aware Mr. Thomas was not divorced at the time of his marriage to Emily Thomas.

SIXTEEN: The preponderance of the evidence in the record shows Ms. Emily Thomas entered into the marriage with George Thomas in good faith and believed her marriage to Mr. Thomas was valid when she married him on September 16, 2006. She is entitled to all civil benefits which flow from her marriage to Mr. George Thomas under the Putative Marriage Doctrine.

SEVENTEEN Under Section 42-9-290, provides for payment of burial expenses up to but not exceeding twenty-five hundred (\$2,500) dollars.

ORDER & AWARD

Based on the foregoing findings of fact and conclusions of law it is hereby:

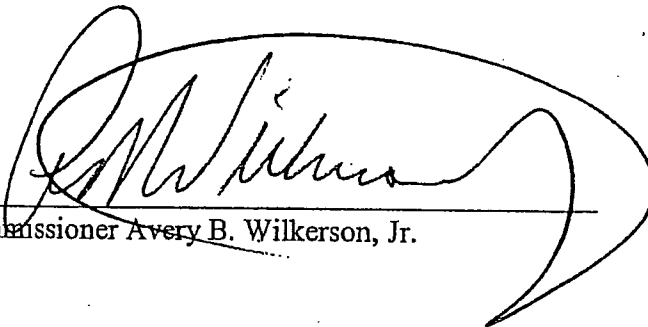
ORDERED, ADJUDGED AND DECREED, the Claimant, George Thomas, sustained fatal compensable injuries by accident arising out of and in the course and scope of his employment as a tour bus driver for the Defendant, 5 Star, on November 19, 2007; and it is further,

ORDERED, ADJUDGED AND DECREED, Ms. Emily Thomas, was the common-law wife of George Thomas at the time of his death on November 19, 2007. By virtue of the Putative Marriage Doctrine and her common law marriage to the Claimant, is entitled to all rights, benefits and privileges the surviving spouse is defined by Section 42-1-175 and Section 42-9-110; and it is further,

ORDERED, ADJUDGED AND DECREED, Ms. Emily Thomas shall be entitled to an award for reimbursement for burial expenses paid in the amount of \$2,500.00 under Section 42-9-290.

AND IT IS SO ORDERED.

No hearing costs are assessed.



Commissioner Avery B. Wilkerson, Jr.

CERTIFICATE OF SERVICE

This is to certify the undersigned has this date served this order in the above entitled action upon all parties to this cause by sending an electronic copy hereof by electronic mail addressed to the attorney or attorneys for said parties or by depositing a copy hereof, postage paid, in the United States certified mail addressed to any unrepresented party.
May 3, 2011

By: Elaine Boyd, Administrative Assistant to Commissioner Wilkerson

DECISION AND ORDER
BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
APPELLATE PANEL

WCC FILE NUMBER 0725187

GEORGE THOMAS,
Claimant,
Appellant,
v.
5 STAR TRANSPORTATION,
Employer,
and
S.C. UNINSURED EMPLOYERS FUND.,
Carrier,
Respondents.

Appellate Panel Review
Columbia, South Carolina
September 28, 2009

Appellate Panel Decision & Order filed
on 1/20, 2010

Malcolm M. Crosland, Jr., of Steinberg Law Firm, of Charleston, on behalf of Appellant.
Byron P. Roberts, Roberts Law Group, of Chapin, on behalf of 5 Star Transportation.
Lisa Glover, for the Uninsured Employers Fund.

PROCEDURAL HISTORY

This claim before the Appellate Panel of the South Carolina Workers' Compensation Commission on appeal from the Decision and Order of the Hearing Commissioner dated March 30, 2009. The Hearing Commissioner issued his Order and found as fact, Ms. Emily Thomas, was not the surviving spouse of the deceased Claimant, George Thomas, therefore, lacked standing to bring a claim for benefits under the Act. As such, the Hearing Commissioner granted a Motion to Dismiss made by the Defendants at the conclusion of the testimony of Ms. Emily Thomas.

Ms. Thomas timely appealed the Decision and Order of the Hearing Commissioner asserting both that the Hearing Commissioner failed to find as fact and conclude as a matter of law that Emily Thomas was a surviving spouse of Mr. George Thomas under Section 42-1-175 or under the Putative Marriage Doctrine and the Hearing Commissioner erred in granting the Defendant's Motion to Dismiss in contravention of Regulation 67-215(B)(1).

Neither Defendant at oral argument before this Appellate Panel or in any Memorandum of Law to the Appellate Panel presented any countervailing argument to the Claimant's assertion the Hearing Commissioner erred in granting the Defendant's Motion to Dismiss.

FINDINGS OF FACT

Based upon the foregoing, this Appellate Panel makes the following findings of fact and conclusions of law:

FIRST: This matter came before the Hearing Commissioner by WCC Form No. 52, dated June 26, 2008. Ms. Emily Thomas, asserted she was the wife and sole dependant of George Thomas at the time of his death which occurred on November 19, 2007.

SECOND: During the course of this claim it was determined the Employer, 5 Star Transportation, was uninsured and, therefore, the Uninsured Employers Fund was joined as a party to this action. After being joined as a party, the UEF, by its WCC Form No. 53, dated August 7, 2008, denied the compensability of Ms. Thomas' claim and asserted all affirmative and specific defenses. Similarly, 5 Star, by its Form No. 53, dated July 30, 2008, denied the compensability of Emily Thomas' claim but admitted 5 Star was subject to the Act.

THIRD: This claim was set for a hearing before the Single Commissioner on November 5, 2008, on the Claimant's WCC Form No. 52, Request for Hearing. By agreement of the parties the hearing date was continued and the hearing before the Single Commissioner was held on December 18, 2008.

FOURTH: The testimony of Emily Thomas was offered at the hearing before the Single Commissioner. At the conclusion of Ms. Emily Thomas's testimony, the Defendants jointly moved to dismiss her claim arguing she had not established either a valid ceremonial marriage or common law marriage existed at the time of Mr. Thomas's death and therefore, she had no standing to proceed before the Commission seeking benefits under the Act. As reflected by the Order of the Hearing Commissioner dated March 27, 2009, the Hearing Commissioner granted the Defendant's Motion to Dismiss Ms. Thomas' claim for benefits under the Act arising out of the death of Mr. George Thomas.

CONCLUSIONS OF LAW

FIRST: The South Carolina Workers' Compensation Commission has jurisdiction of this claim and subject matter.

SECOND: Under South Carolina Code Anno., Section 42-1-130 and Section 42-130, the Claimant was an Employee and the Defendant was an Employer covered under the South Carolina Workers' Compensation Act.

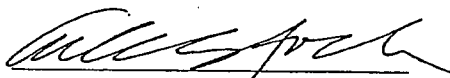
THIRD: Regulation 67-215 governs motions brought before the South Carolina Workers' Compensation Commission. Regulation 67-215(B)(1) holds as follows: "The Commission will not address a motion involving the merits of the claim, including, but not limited to, a motion for dismissal."

FOURTH: The Hearing Commissioner below issued his Order dated March 30, 2009, granting the Defendant's Motion to Dismiss the claim of Ms. Emily Thomas in violation of Regulation 67-215(B)(1).

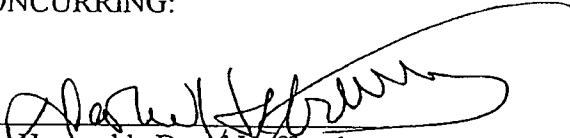
WHEREFORE, based on the foregoing findings of fact and conclusions of law, the Decision and Order issued by the Single Commissioner dated March 30, 2009, is hereby vacated in its entirety and this claim returned to the General Files of the Commission for a hearing de novo to be scheduled upon proper request by the parties.

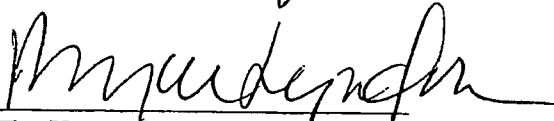
And it is so Ordered!

**SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION**


The Honorable Andrea Pope Roche

CONCURRING:


The Honorable David Huffstetler


The Honorable Bryan Lyndon

Dated: 1/20/10

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy heretof, postage paid, in the United State mail addressed to the attorney or attorneys for said parties.

This 20 day of January, 2010
By Valerie D. Deller

Administrative Assistant to the Commissioner

Malcolm M. Crookland
Byron P. Roberts
Cesa Glover

DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
FILE NO. X080185

Emily Thomas (George W. Thomas, Dec'd), CLAIMANT

VS.

5 Star Transportation, LLC, EMPLOYER,
AND the South Carolina Uninsured Employers' Fund, DEFENDANTS.

Hearing: North Charleston, South Carolina

Appearances: Claimant represented by Max C. Sparwasser, Esquire
Defendant 5 Star Transportation represented by Byron
P. Roberts, Esquire,
Defendant South Carolina Uninsured Employers'
Fund represented by Lisa C. Glover, Esquire.

Purpose of Hearing: For determination of issues raised by Forms 50
and 51 of the respective parties

Case Closed: December 19, 2008

Decision and Order: By Commissioner T. Scott Beck

Filed: 3/30/09

APA SUBMISSIONS

Under the Administrative Procedures Act, the following records were submitted into evidence:

SUBMITTED BY THE CLAIMANT

- APA #1: Records of MUSC dated November 19, 2007, pages 1 – 9;
- APA #2: Death Certification of George William Thomas dated December 14, 2007, page 10;
- APA #3: Records of Suburban Funeral Home dated February 13, 2008 and March 12, 2008, pages 11 – 12;
- APA #4: Medical journal article, pages 13 – 16;
- APA #5: License and Certificate for Marriage George William Thomas and Emily Carol Moore dated September 19, 2006, page 17;
- APA #6: Final Decree of Divorce of Cynthia Whaley and George William Thomas dated February 9, 2007, pages 18 – 21;
- APA #7: Photographs of scene of accident (no page numbers);
- APA #8: Records of Direct TV dated July 13, 2006, pages 20 – 21;
- APA #9: Verizon statement, page 22;
- APA #10: Comcast letter, page 23;
- APA #11: First Federal, page 24;
- APA #12: South Carolina Department of Revenue Form 1099, page 25;
- APA #13: Funeral Service Bulletin, pages 26 – 30;
- APA #14: APX Alarm statement dated May 17, 2007, page 31;
- APA #15: Dorchester County Coroner's Property Receipt dated November 28,

- 2007, page 32;
- APA #16: Correspondence of Dorchester County Coroner dated November 29, 2007, page 33;
- APA #17: Application Summary for Widow's Insurance Benefits to Social Security Administration dated March 20, 2008, page 34 – 35;
- APA #18: Macy's statement dated September 22, 2008, page 36;
- APA #19: Chase statement dated October 3, 2008, page 37;
- APA #20: Records of Penn Mutual dated October 20, 2008, pages 38 – 39;
- APA #21: Earnings record of Emily Thomas from MUSC dated November 5, 2008, page 40;
- APA #22: Correspondence from Sears to Emily Thomas dated November 10, 2008, page 41;
- APA #23: Charleston Water System bill dated November 11, 2008, page 42;
- APA #24: SCE&G bill dated November 14, 2008, pages 43 – 47;
- APA #25: Payroll summary of 5 Star Transportation, page 48.

SUBMITTED BY THE DEFENDANTS

None submitted by Defendant/Employer 5 Star Transportation.

None submitted by Defendant SC UEF.

STIPULATIONS

The hearing in this matter was held in North Charleston, South Carolina on December 19, 2008, pursuant to notices timely and properly served. All parties and their representatives were present. The parties stipulated at the hearing to the following issues:

- (1) The purpose of the hearing is to determine issues raised by the Forms 50

and 51 filed by the respective parties to this claim.

(2) Notice of the hearing was timely and properly served upon all parties of interest.

(3) The parties consent to venue being set in Charleston County.

(4) The Claimant seeks a finding that she was the spouse and dependent of the decedent, George Thomas, and is therefore entitled to benefits under the South Carolina Workers' Compensation Act based upon an compensable accidental death occurring on November 19, 2007 while in the employment of the Defendant 5 Star Transportation and, therefore, the South Carolina Workers' Compensation Commission has jurisdiction to determine the issues raised in this claim.

STATEMENT OF THE CASE

The Claimant seeks benefits under the South Carolina Workers' Compensation Act as the spouse of George Thomas, the decedent, as a result of an alleged accidental death while in the course and scope of his employment with 5 Star Transportation, the Defendant/Employer. At the time of the accident, the Defendant/Employer 5 Star Transportation was subject to the South Carolina Workers' Compensation Act, but was operating as a unqualified self-insured employer. This was previously resolved by consent agreement between the Commission and the Defendant/Employer and is not presently before the undersigned. By virtue of this consent agreement, the South Carolina Uninsured Employers' Fund is also a party to this claim.

The issues in this case are specifically whether the Claimant, Emily Thomas, has standing to bring this claim as the decedent's spouse and, if so, whether the death of George H. Thomas is compensable under the South Carolina Workers' Compensation Act

thereby entitling her to any benefits to which she may be entitled thereunder. The Claimant, Emily Thomas, was of the position that she was lawfully married to the decedent, George Thomas on November 19, 2007 or, in the alternative, she was his common law spouse. She submitted to the Commission that she did indeed have standing on either theory and that she would accordingly be a presumed dependent and entitled to benefits under the Act.

The Defendant/Employer, 5 Star Transportation, disputes the allegations that the death of George Thomas is compensable under the Act. The Defendant/Employer further disputes the Claimant's standing on the basis that the marriage between Emily Thomas and George Thomas on September 20, 2006 was illicit and void *ab initio* since there existed at the time an impediment to a lawful marriage by virtue of the fact that Mr. Thomas's marriage had not been annulled or otherwise dissolved. The Defendant/Employer also disputes the Claimant's position that the marriage ripened into a common law marriage after the Final Decree of Divorce was entered dissolving Mr. Thomas's first marriage since there was no formal acknowledgment of the removal of the impediment to the purported lawful marriage and no new marriage ceremony or agreement between the Claimant and decedent to enter into a common law marriage.

The Uninsured Employers' Fund took the same position as the Defendant/Employer with regard to the issues in dispute.

The records as set forth above were all submitted under the Administrative Procedures Act as evidence and made part of the Commission record.

EVIDENCE OF THE CASE

The evidence submitted by the parties into the record in this case documents that

the Claimant, Emily Thomas, and the Decedent, George Thomas, lived together for seven (7) to eight (8) years prior to November 19, 2007. (Hearing Tr. page 13, line 23 through page 14, line 2). They obtained a marriage license on September 19, 2006. (APA #5, page 17). Thereafter, they went through a ceremony on September 20, 2006. (APA #5, page 17). The dissolution of the marriage between George Thomas and Cynthia Thomas was finalized by entry of a Final Decree of Divorce in Charleston County by the Family Court on February 9, 2007. (APA #6, pages 18 – 21).

Emily Thomas was the sole witness to testify at the hearing concerning the facts and circumstances of the marriage between her and George Thomas. She testified specifically that, in September 2006, George Thomas suggested to her that they get married. (Hearing Tr. page 26, lines 21 – 22). She testified that she was aware he was previously married, but that he told her that he was divorced. (Hearing Tr. page 21, lines 11 – 16). She stated that he only told her that he was divorced, but she had no knowledge or other information with regard to when the divorce was finalized. (Hearing Tr. page 21, lines 11 – 16). Ms. Thomas also testified that, subsequent to the marriage ceremony on September 20, 2006, there was never any discussion or other conversation between her and Mr. Thomas concerning his divorce from his wife Cynthia Whaley. (Hearing Tr. page 21, line 19 through page 22, line 3 and page 27, lines 19 – 23). She also stated that she was not aware his divorce became final as of February 9, 2007. (Hearing Tr. page 21, lines 6 – 10 and page 27, lines 19 – 23). Finally, Ms. Thomas testified that she and Mr. Thomas did not go through another marriage ceremony or otherwise renew their vows. (Hearing Tr. page 22, lines 16 – 20 and page 27, line 24 through page 28, line 4).

FINDINGS OF FACT

It is found as a fact:

(1) The parties to the proceedings are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, 5 Star Transportation is the Employer, and Emily Thomas is the Claimant. By virtue of the consent between the Commission and the Defendant/Employer 5 Star Transportation acknowledging that it was subject to the Act and uninsured on the date of the alleged accident, the South Carolina Uninsured Employers' Fund is a party to this claim.

(2) The Decedent, George H. Thomas, perished in a motor vehicle accident that occurred on November 19, 2007.

(3) The Claimant, Emily Thomas, and the Decedent intended to enter into a lawful marital relationship on September 20, 2006; however, since Mr. Thomas was legally married to Cynthia Whaley on this date, any marriage between Emily Thomas and George Thomas was bigamous and thereby illegal and is void *ab initio*.

(4) The Decedent, George Thomas, remained legally married to Cynthia Whaley until February 9, 2007 when the Final Decree of Divorce was entered by the Family Court of Charleston County.

(5) The purported marriage between Emily Thomas and George Thomas did not thereafter ripen into a common law marriage.

(6) The Claimant testified that she was aware that George Thomas was married at the time she met him, but she was under the impression that George Thomas and his wife were divorced as of September 20, 2006 based on representations made by George Thomas.

(7) The Claimant never became aware that the divorce between George Thomas and Cynthia Whaley became final as of February 9, 2007.

(8) There was never an acknowledgement by the Claimant and Decedent of the removal of any impediment to a lawful marriage between the Claimant and the Decedent after February 9, 2007.

(9) There was never any new or subsequent marriage ceremony or agreement between the Claimant and Decedent to enter into a common law marriage after February 9, 2007.

(10) Since the Claimant was under the impression that there was no impediment (George Thomas's prior marriage) to a lawful marriage as of September 20, 2006 and was never aware that the impediment (Mr. Thomas's prior marriage) to a lawful marriage had been removed as of February 9, 2007, there could not have been any new or subsequent marriage ceremony or other agreement to enter into a common law marriage.

(11) Since the marriage between the Claimant and the Decedent was illegal and void *ab initio*, the Claimant was not the "surviving spouse" of George Thomas on November 19, 2007 as either his legal wife or his common law wife and she therefore lacks standing to bring this claim.

(12) Based on the uncorroborated evidence in the record, it is appropriate to grant the Motion to Dismiss this claim made by the Uninsured Employers' Fund based on the Claimant's lack of standing.

(13) The Claimant did not otherwise offer any evidence that she was dependent on the Decedent for support as of November 19, 2007 and can not therefore establish that she is entitled to benefits according to dependency.

CONCLUSIONS OF LAW

Accordingly, as provided in South Carolina Code, Section 42-17-40, (1976, as amended) it is the determination of this Commissioner:

1. The Claimant is not a "surviving spouse" as defined in section 42-1-175 of the Act and she therefore lacks standing to bring this claim.
2. "All marriages contracted while either of the parties has a former wife or husband shall be void." Section 20-1-80.
3. The removal of an impediment to a marriage contract does not convert an illegal bigamous marriage into a common law legal marriage. Byers v. Mount Vernon Mills, 268 S.C. 68, 281 S.E.2d 699 (1977).
4. After an impediment to marriage is removed, there must be a new mutual agreement, either by way of civil ceremony or by way of recognition of the illicit relation, and a new agreement to enter into a common law marriage arrangement. Byers v. Mount Vernon Mills, 268 S.C. 68, 281 S.E.2d 699 (1977), *citing* Lemon v. Lemon, 158 S.C. 71, 155 S.E. 285 (1930).
5. A relationship that is illicit at its inception does not ripen into a common law marriage once the impediment to marriage is removed. The law in South Carolina presumes that the relationship retains its illicit character after removal of the impediment. In order for a common law marriage to arise, the parties must agree to enter into a common law marriage after the impediment is removed. Prevatte v. Prevatte, 291 S.C. 345, 377 S.E.2d 114 (Ct. App. 1989), *citing* Yarbrough v. Yarbrough, 280 S.C. 546, 314 S.E.2d 16 (Ct. App. 1984).

AWARD

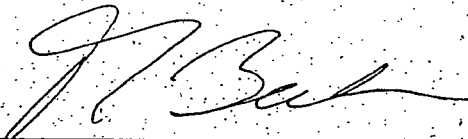
IT IS ORDERED that the findings of facts and conclusions of law are incorporated herein as if set forth verbatim and the Motion to Dismiss this claim is granted based on the grounds that the Claimant, Emily Thomas, was not the surviving spouse of George Thomas on November 19, 2007 as either his wife or his common law wife and she therefore lacks standing to bring this claim.

IT IS THEREFORE ORDERED that this claim for benefits brought by Emily Thomas is hereby DISMISSED.

AND IT IS SO ORDERED!

DATE:

3/27/09



Commissioner T. Scott Beck

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

MS

LG

BR

This 30 day of March, 2009

By Cynthia Phillips
Administrative Assistant to the Commissioner



WCC File #: 0725187
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Employer's Name: 5 Star Transportation
Address: 455 Long's Pond Road
City: Lexington State: Le Zip: 29073
xi
ng
to
n
Claimant's Name: George W. Thomas SSN: _____
Address: _____
City: Hanahan State: SC Zip: 29410
Home Phone: () - Work Phone: () - Insurance Carrier: 5 Star Transportation
Preparer's Name: Byron P. Roberts Law Firm: Roberts Law Group, LLC Preparer's Phone #: (803) 932 - 9282

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☐ claimant ☒ employer (check one) Date of injury: 11/19/2007

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 attached.

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

I certify that I have served this document pursuant to R.67-211 by delivering a copy to Malcolm C. Crosland, Esq., PO Box 9, Charleston, SC 29402
And Lisa C. Glover, Esq., 100 Executive Center Drive, Suite 101, Columbia, SC 29210
and South Carolina Workers' Compensation Commission, P.O. Box 1715, Columbia, SC 29202

on the 17th day of May 2011 by ☒ first class mail ☐ personal service ☐ certified mail.

Byron P. Roberts
Preparer's Signature _____ Esquire _____ May 17, 2011
Title _____ Date _____

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

the claimant appeals and is representing himself or herself, the Judicial Department will prepare the additional copies of this form and serve this form on the opposing party. R.67-701B. Otherwise, file the original and four copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R.67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

Thomas vs. 5 Star Transportation
WCC #0725187

1. The Single Commissioner erred in Finding as Fact, Number 6, error being that the greater weight of the evidence does not support a finding and conclusion that the claim is compensable.
2. The Single Commissioner erred in Finding as Fact Number 7, error being that the greater weight of the evidence does not support this finding.
3. The Single Commissioner erred in Finding as Fact Number 12, error being that the greater weight of the evidence in the record does not support this finding.
4. The Single Commissioner erred in Finding as Fact Number 13 to the extent that Ms. Emily Thomas was dependent on the Decedent, error being that this finding is not supported by the greater weight of the evidence in the record.
5. The Single Commissioner erred in Finding as Fact Number 17, error being that the greater weight of the evidence in the record does not support a finding that the claim is compensable.
6. The Single Commissioner erred in Finding as Fact Number 18, error being that this finding is not supported by the greater weight of the evidence in the record. Further error being that this finding fails to support a finding of compensability of the claim.
7. The Single Commissioner erred in concluding as a matter of law (Number 5) that the claim is compensable, the error being that this conclusion is not supported by the greater weight of the evidence in the record.
8. The Single Commissioner erred in concluding as a matter of law (Number 8), the error being that this conclusion is not supported by the greater weight of the evidence in the record.
9. The Single Commissioner erred in concluding as a matter of law (Number 9), the error being that the greater weight of the evidence in the record does not support a finding and conclusion that the claim is compensable.
10. The Single Commissioner erred in concluding as a matter of law (Number 10), the error being that the greater weight of the evidence in the record does not support a finding and conclusion that the claim is compensable. Further error being that the greater weight of the evidence does not support a finding and/or conclusion that the Claimant was wholly dependent upon the Decedent at the time of his death.
11. The Single Commissioner erred in concluding as a matter of law (Number 11 and 12), the error being that the greater weight of the evidence in the record does not support a finding and/or conclusion that the Claimant was a "surviving spouse" or was wholly dependent upon the Decedent at the time of his death.
12. The Single Commissioner erred in concluding as a matter of law (Number 14), the error being that the Putative Marriage Doctrine is not recognized and has not been adopted as the law in South Carolina.

13. The Single Commissioner erred in concluding as a matter of law (Number 15), the error being that this not a statement of the prevailing law in South Carolina and is therefore not a proper conclusion of law.
14. The Single Commissioner erred in concluding as a matter of law (Number 16), the error being that this conclusion fails to set forth the prevailing law in South Carolina and is therefore not a proper conclusion of law. Further error being that this conclusion appears to be a mis-placed finding of fact and the Defendant respectfully submits that the greater weight of the evidence in the record does not support this finding/conclusion.
15. The Single Commissioner erred in Ordering and Awarding that the claim is compensable, that the Claimant is entitled to benefits on the grounds that the greater weight of the evidence in the record does not support a finding and conclusion that the claim is compensable and that the Claimant is entitled to receive benefits as a surviving common law spouse. Further error being that the Putative Marriage doctrine is not the prevailing law in South Carolina.

South Carolina Workers' Compensation Commission
P.O. Box 1715
Columbia, South Carolina 29202-1715

WCC File No. 0725187
Carrier File No. UEF 006370
Carrier Code No. _____
Employer FEIN 20-3973082

<u>GEORGE W. THOMAS</u>				<u>5 STAR TRANSPORTATION, LLC</u>					
Claimant's Name		SSN		Employer's Name					
<u>N. CHARLESTON, SC 29410</u>				<u>POB 1355, MONCK'S CORNER, SC 29461</u>					
Address		City	State	Zip	Address		City	State	Zip
<u>Home Phone</u>		<u>Work Phone</u>							
<u>LISA C. GLOVER</u>				<u>(803) 798-2722</u>					
Preparer's Name				Phone					

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part.
The South Carolina Uninsured Employers' Fund in answer to the claim due to the death of George Thomas respectfully shows:

1. It is denied that the employee sustained an injury on or about the date set forth in the application.
2. It is denied that both the employer and employee were subject to the Worker's Compensation Act at the time in question. The reasons for denial are:
Cause of death unrelated to auto accident
3. It is denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:
4. It is denied that at the time in question the employee was performing services arising out of and in the course of employment.
5. It is denied that the notice of injury was given the employer as specified in the application.
6. It is denied that the employee was entitled to medical care as a result of injury.
7. It is denied that the employee lost compensable time from work and wages for the period(s) of:
8. It is denied that the employee's death resulted proximately from accidental injury arising out of and in the course of employment on _____.
9. It is contended that an average weekly wage of \$ (unknown) applies, according to attached accounting of employee's earnings as provided by law.
10. Further contentions or grounds of defense are:
See attachment.

I certify that I have served this document pursuant to R.67-212 by delivering a copy to
See Attached Certificate Of Service

Lisa C. Glover
Preparer's Signature
220 Executive Center Drive, Suite 119 Columbia, South Carolina 29210
Address

DEPUTY GENERAL COUNSEL
Title

7-16-10
Date

Refer to R.67-205 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days of filing this form.

ATTACHMENT - WCC FORM 53

11. All affirmative and specific defenses (see Reg. 67-603), including but not limited to Sections 42-9-60, 42-15-20, 42-15-40, 42-17-90; and fraud in the application for employment; fraud in the inducement to sign Form 15; fraud in the initiation of the claim for benefits; pre-existing disability to allegedly injured members; election of remedies; intervening trauma; no compensable injury by accident under Section 42-1-160; degree of disability, if any, attributable to this injury speculative; claimant's problems personal in nature and not work related.

Fund reserves the right to amend this Answer and plead additional defenses. This form is filed to comply with the South Carolina Workers' Compensation Commission regulations.

Fund files this Answer in response to Claimant's Form 52, Requesting a Hearing X Filing a Claim _____, dated 7-2-10.

Fund files this Answer in response to Claimant's Amended Form 52, Reque a Hearing _____ Filing a Claim _____, dated _____.

Further, the Uninsured Employers' Fund does not represent the uninsured employer, is not agent for the uninsured employer, nor a carrier for th uninsured employer..

South Carolina Workers' Compensation Commission
1612 Marion Street
Post Office Box 1715
Columbia, South Carolina 29202-1715
803-737-5723



WCC File #: 0725187
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: George W. Thomas Employer's Name: 5 Star Transportation
Address: _____ Address: 455 Long's Pond Road
City: Hanahan State: SC Zip: 29410 City: Lexington State: SC Zip: 29073
Home Phone: _____ Work Phone: _____ Insurance Carrier: S.C. EUF
Preparer's Name: Malcolm M. Crosland, Jr., Esquire Law Firm: The Steinberg Law Firm Preparer's Phone #: (843) 720-2800

Request for Commission Review by ☒ Claimant ☐ Employer (check one) Date of injury: November 19, 2007

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).

Please see attached.

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

I certify that I have served this document pursuant to R.67-211 by delivering a copy to Byron P. Roberts, Esquire, Roberts Law Group, P.O. Box 670, Chapin, SC 29036.

on the 6th day of April, 2009 by ☒ first class mail; ☐ personal service; ☐ certified mail.

Preparer's Signature

Attorney for the Claimant
Title

April 6, 2009
Date

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

If the claimant appeals and is representing himself or herself, the Judicial Department will prepare the additional copies of this form and serve this form on the opposing party. R.67-701 B. Otherwise, file the original and 4 copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R.67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

GROUND FOR REVIEW

Claimant: George W. Thomas

Employer/Carrier: 5 Star Transportation/S.C. EUF

WCC No.: 0725187

FIRST:

The Hearing Commissioner erred in failing to find as a matter of fact and conclude as a matter of law that Emily Thomas was the surviving spouse of George W. Thomas, deceased, as defined in § 42-1-175 and entitled to death benefits under §§ 42-9-110 and 42-9-290.

SECOND:

The Hearing Commissioner erred in failing to find as a matter of fact and conclude as a matter of law that Emily Thomas was lawfully married to George W. Thomas, deceased, under the putative marriage doctrine.

THIRD:

The Hearing Commissioner erred in failing to find as a matter of fact and conclude as a matter of law based on the uncontradicted testimony of Emily Thomas that Emily Thomas and George W. Thomas, deceased, reaffirmed and acknowledged their marital relationship after the unknown impediment to George W. Thomas entering into a marriage was removed by his divorce from his prior spouse on February 9, 2007.

FOURTH:

The Hearing Commissioner erred in granting the Defendant's Motion to Dismiss the claim before Emily Thomas was afforded an opportunity to present witnesses to corroborate and support her uncontradicted testimony that Emily Thomas and George W. Thomas, deceased, reaffirmed and acknowledged their marital relationship after the unknown impediment to George W. Thomas entering into a marriage was removed by his divorce from his prior spouse on February 9, 2007.

FIFTH:

The Hearing Commissioner erred in applying incorrect legal standards to determine whether Emily Thomas and George W. Thomas, deceased, were husband and wife by either a lawful marriage or common marriage by failing to recognize that Emily Thomas entered into a lawful marriage with George W. Thomas without any knowledge of any impediment to George W. Thomas, deceased, entering into a lawful marriage.

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

WCC File No. 0725187
Carrier File No. UEF 006370
Carrier Code No. _____
Employer FEIN 20-3973082

GEORGE W. THOMAS

Claimant's Name SSN

5 STAR TRANSPORTATION, LLC

Employer's Name

N. CHARLESTON, SC 29410

Address City State Zip

POB 1355, MONCK'S CORNER, SC 29461

Address City State Zip

Home Phone

Work Phone

LISA C. GLOVER

Preparer's Name

(803) 798-2722

Phone

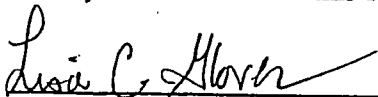
Complete each information blank. Specify clearly when contentions are admitted in part and denied in part.
The South Carolina Uninsured Employers' Fund in answer to the claim due to the death of George Thomas respectfully shows:

1. It is denied that the employee sustained an injury on or about the date set forth in the application.
2. It is denied that both the employer and employee were subject to the Worker's Compensation Act at the time in question. The reasons for denial are:
Cause of death unrelated to auto accident
3. It is denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:
4. It is denied that at the time in question the employee was performing services arising out of and in the course of employment.
5. It is denied that the notice of injury was given the employer as specified in the application.
6. It is denied that the employee was entitled to medical care as a result of injury.
7. It is denied that the employee lost compensable time from work and wages for the period(s) of:
8. It is denied that the employee's death resulted proximately from accidental injury arising out of and in the course of employment on _____.
9. It is contended that an average weekly wage of \$ (unknown) applies, according to attached accounting of employee's earnings as provided by law.
10. Further contentions or grounds of defense are:

See attachment.

I certify that I have served this document pursuant to R.67-212 by delivering a copy to

See Attached Certificate Of Service



Preparer's Signature

DEPUTY GENERAL COUNSEL

Title

8/7/08

Date

220 Executive Center Drive, Suite 119 Columbia, South Carolina 29210

Address

Refer to R.67-205 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days of filing this form.

11. All affirmative and specific defenses (see Reg. 67-603), including but not limited to Sections 42-9-60, 42-15-20, 42-15-40, 42-17-90; and fraud in the application for employment; fraud in the inducement to sign Form 15; fraud in the initiation of the claim for benefits; pre-existing disability to allegedly injured members; election of remedies; intervening trauma; no compensable injury by accident under Section 42-1-160; degree of disability, if any, attributable to this injury speculative; claimant's problems personal in nature and not work related.

Fund reserves the right to amend this Answer and plead additional defenses. This form is filed to comply with the South Carolina Workers' Compensation Commission regulations.

Fund files this ~~Answer~~ in response to Claimant's Form 52, Requesting a Hearing X Filing a Claim , dated 6-26-08

Fund files this Answer in response to Claimant's Amended Form 52, Reque a Hearing Filing a Claim , dated .

Further, the Uninsured Employers' Fund does not represent the uninsured employer, is not agent for the uninsured employer, nor a carrier for th uninsured employer.



Claimant's Name: Emily Thomas on behalf of George W. Thomas (dec'd) SSN: _____
Address: _____
City: Hanahan State: SC Zip: 29410
Home Phone: _____ Work Phone: () -
Employer's Name: 5 Star Transportation/Carolina Tours, LLC
Address: 455 Long's Pond Road
City: Lexington State: SC Zip: 29073
Insurance Carrier: _____
Preparer's Name: Byron P. Roberts Law Firm: Roberts Law Group, LLC Preparer's Phone #: (803) 932-9282

Complete each information blank. Specify clearly when contentions are admitted in part or denied in part.

The employer-insurance carrier in answer to the claim due to the death of George W. Thomas (employee's name) respectfully shows:

1. It is ☐ admitted ☒ denied that the employee sustained an injury on or about the date set forth in the application.
2. It is ☒ admitted ☐ denied that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:

3. It is ☒ admitted ☐ denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:

4. It is ☒ admitted ☐ denied that at the time in question the employee was performing services arising out of and in the course of employment.
5. It is ☒ admitted ☐ denied that notice of injury was given the employer as specified in the application.
6. It is ☐ admitted ☒ denied that the employee was entitled to medical care as a result of the injury.
7. It is ☐ admitted ☒ denied that the employee lost compensable time from work and wages for period(s) of:

8. It is ☐ admitted ☒ denied that the employee's death resulted proximately from accidental injury arising out of and in the course of employment on 11/19/2007 (m/d/yyyy).
9. It is contended that an average weekly wage of \$ Form 20 to be submitted applies, according to the attached accounting of employee's earnings, as provided by law.
10. Further contentions or grounds of defense are:
Defendant denies Claimant, Emily Thomas, has standing to pursue a claim for benefits since marriage was void. Day v. Day,
216 S.C. 334, 58 S.C.2d 83 (1950)

I certify that I have served this document pursuant to R.67-212 by delivering a copy to Max C. Sparwasser, Esquire (name), at

John Price Law Firm, LLC, P.O. Box 40637, Charleston, SC 29423 (address) on the 30th day of July, 2008, by ☒ first class mail ☐
personal service ☐ certified mail.

Byron P. Roberts
Preparer's Signature

Esquire
Title

July 30, 2008
Date

Refer to R.67-205 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. 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.

South Carolina Workers' Compensation Commission
1612 Marion Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723



WCC File #: x080185
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Emily Thomas SSN: _____ Employer's Name: 5 Star Transportation
Address: _____ Address: Barneyard Road
City: Hanahan State: SC Zip: 29410 City: Cowpens State: SC Zip: 29330
Home Phone: () - _____ Work Phone: () - _____ Insurance Carrier: Unknown
Preparer's Name: Max Sparwasser Law Firm: John Price Law Firm, LLC Preparer's Phone #: (843) 552 - 6011

Complete each information blank. To request a hearing, check Box 12b., indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7 and 8 and file this form in duplicate.

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

The claimant is wife (relationship to employee) of George William Thomas (employee's name)

1. The employee sustained an accidental injury to the _____ (Part of Body Hurt) on 11/19/2007 (Month Day Year) in Dorchester County, State of South Carolina.
2. Both the employee and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the employee was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the employer on 11/19/2007 (Month Day Year) in the following manner:

- ☐ 6. Due to injury, the employee received medical examination and treatment which remains unpaid by the employer.
- ☐ 7. Due to injury, the employee lost compensable time from work and wages for the periods of:

- ☒ 8. The employee died on 11/19/2007 (Month Day Year) as a result of the accidental injury, and death compensation is claimed.
9. At the time of the injury, the employee was paid weekly wages of \$ _____. The claimant demands an accounting of days worked and wages earned as provided by law.
10. Further grounds of claim:

11. 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.

- ☐ 12a. I am filing a claim. I am not requesting a hearing at this time.
- ☒ 12b. I am requesting a hearing. A \$25 fee is required.

Signature of Claimant/Representative

Date

6/26/08

Refer to R.67-205, R.67-206, R.67-207, and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department.

Transcript of the Testimony of
**GEORGE W. THOMAS vs. 5 STAR
TRANSPORTATION**

Date: December 19, 2011



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Page 1

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 0725187

George W. Thomas,)
Employee,)
v.)
5 Star Transportation, LLC,)
Employer,)
and)
SCUEF,)
Carrier/Defendants.)

HEARING

Monday, December 19, 2011
1:37 p.m. - 1:58 p.m.

The hearing before the Workers' Compensation Commission was taken at 1333 Main Street, Suite 500, Columbia, South Carolina, on the 19th day of December 2011, before Alexandra A. Patrick, Court Reporter and Notary Public in and for the State of South Carolina.

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APPEARANCES:

1 J. Kevin Holmes, Esquire
2 STEINBERG LAW FIRM
3 61 Broad Street
4 Charleston, South Carolina 29401
5 Attorney for the Employee/Claimant
6 Byron P. Roberts, Esquire
7 ROBERTS LAW GROUP, LLC
8 161 Chapin Road
9 Post Office Box 670
10 Chapin, South Carolina 29036
11 Attorney for 5 Star Transportation, LLC

12 Lisa C. Glover, Esquire
13 SECOND INJURY FUND
14 100 Executive Center Drive, Suite 100
15 Columbia, South Carolina 29210
16 Attorney for the South Carolina Uninsured Employers'
17 Fund

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18 OPENING STATEMENT: PAGE
19 MR. ROBERTS 3
20 MR. HOLMES 12
21 REPLY:
22 MR. ROBERTS 16
23 Certificate 20

EXHIBITS

(No Exhibits were marked during this hearing.)

STIPULATIONS

24 It is stipulated and agreed that this hearing
25 is being taken pursuant to the Administrative
Procedures Act and the South Carolina Rules of Civil
Procedure.

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1 CHAIRWOMAN ROCHE: Lisa, are you going to need any
2 time for yourself?

3 MS. GLOVER: No, the Fund concurs in position of the
4 employer. And if the record would just reflect
5 the Fund is not the carrier.

6 THE COURT: Mr. Roberts?

7 OPENING STATEMENT BY MR. ROBERTS:

8 MR. ROBERTS: Thank you, Commissioner. May it
9 please the Commission, Mr. Holmes, Ms. Glover.

10 The defendant's position in the case the
11 claimant has failed to meet her burden proving
12 -- the arising-out-of prong in order for this
13 claim to be compensable. And likewise, it's
14 our position that the hearing commissioner was
15 incorrect in making the finding and conclusion
16 that the claimant had satisfied the arising-
17 out-of prong and awarded benefits in error.
18 The basis for this decision in this is, and as
19 the claimant argues is that this claim would be
20 compensable based under an increased risk
21 doctrine that is acknowledged or recognized in
22 South Carolina. I would submit, respectfully,
23 that the commissioner, hearing commissioner in
24 his decision and order, as well as the
25 claimant, are misguided in their reliance in

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1 the case law that they've cited. Specifically,
2 the order as well as the claimant's arguments
3 rely on the cases of Bagwell v. Birdwell case,
4 a 1955 case, and the Crosby v. Wal-Mart case
5 from 1998. Both of these cases actually
6 specifically state that they don't adopt the
7 particular section of Professor Larson's
8 treatise as it addresses certain idiopathic or
9 unexplained falls, falls in which there is no
10 causal relationship to the employment itself,
11 that are the result of the internal breakdown
12 of the body. In this particular case, there's
13 no question that Mr. Thomas sustained some
14 serious blunt trauma injures when the vehicle
15 he was operating at the time crashed into the
16 trees. There's also evidence that he sustained
17 a ruptured sacular aneurysm. He had the
18 aneurysm as Dr. Schandal will testify in her
19 deposition. She was the medical examiner that
20 performed the post mortem examination of the
21 body, that Mr. Thomas, this aneurysm, I believe
22 it is either on page six or seven, that the
23 aneurysm had been there for a very, very long
24 time. She also states when she was asked on
25 cross-examination on page eight that she had --

1 (Pages 1 to 4)

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1 she could not state to any degree of medical
 2 certainty when that rupture occurred. We would
 3 submit that would be on what this case would
 4 turn as the arising-out-of. This is very
 5 similar to the Bagwell case. The Bagwell case,
 6 as I said, was handed down almost 57 years ago
 7 in 1955. The injured worker in that case fell
 8 for no reason, striking his head. All the
 9 medical experts agreed that he died as a result
 10 of the subdural hematoma that he suffered when
 11 his head struck the concrete floor. And
 12 actually the Court commented on that, that the
 13 abundance of evidence was that was the cause of
 14 death. But the Court looked at the more narrow
 15 question, the specific question, did that fall
 16 rise out of his employment. And this was a
 17 witnessed fall. The witnesses testified that
 18 he dropped. Well, in this case, as documented
 19 by the medical examiner and the coroner, the
 20 passengers on the bus stated to them when they
 21 were interviewed, that Mr. Thomas, the driver,
 22 slumped over the wheel and became unresponsive
 23 at the time. Now, there may be some question
 24 about whether he fell asleep at the wheel, Dr.
 25 Schandal will testify in pages six and seven of

Page 6

1 her deposition that that was consistent with
 2 the rupture of the sacular aneurysm. Which she
 3 stated, you know, that could have happened at
 4 that point. She couldn't say whether that
 5 happened after the accident or before the
 6 accident, so there's no medical evidence, which
 7 is required by the Act, to a reasonable degree
 8 of medical certainty that that ruptured
 9 aneurysm occurred after the accident. It's not
 10 so much -- it's akin to the Bagwell case where
 11 there's no question that even if there was no
 12 question that he would have died from those
 13 blunt force trauma injuries. Bagwell, he did
 14 die from those injuries, but the Court denied
 15 compensation. The hearing commissioner in
 16 Bagwell denied compensation. The full
 17 Commission reversed it. The Circuit Court then
 18 reversed it denying compensation. The Supreme
 19 Court affirmed that. Now, the Crosby case,
 20 which is also relied on by the claimant as
 21 authority and cristine doctrine that the Court
 22 cites with approval, I'll actually read you
 23 where the Court says specifically, a majority
 24 of jurisdictions confronted with an unexplained
 25 fall have seen fit to award compensation. This

Page 7

1 is an unexplained fall that is witnessed.
 2 However, a substantial minority denied
 3 compensation in such situations. It goes on to
 4 say that South Carolina falls within the
 5 minority. Crosby also goes on to say that the
 6 case at hand, the Crosby case, is directly on
 7 point with the Bagwell case. It further
 8 discusses Bagwell in terms of the Court
 9 specifically noted the cause of the fall was
 10 unexplained, but the circumstances of the fall
 11 were witnessed which tended to show that the
 12 employment was not a contributing cause. This
 13 is exactly the scenario we have in this case.
 14 Mr. Thomas was driving the bus at the time. He
 15 slumped over, became unresponsive. There's no
 16 evidence to link his becoming unresponsive and
 17 falling over to his employment and that would
 18 end the equation as far as the arising-out-of.
 19 And we submit that the hearing commissioner was
 20 incorrect in finding that the claimant did meet
 21 the arising-out-of prong to find this case
 22 compensable. Now, the hearing commissioner
 23 also cited a case, the Allred case, a North
 24 Carolina as persuasive authority. The Allred
 25 case, case of 1960, was handed down after the

Page 8

1 Bagwell case here in South Carolina, which was
 2 1955. Allred was a case that a driver blacked
 3 out, had an accident and it was found
 4 compensable. It's noteworthy, though, that
 5 Bagwell and Allred both cite the same section,
 6 Section 12 of Professor Larsen's treatise.
 7 Now, I don't know if that was the first, I
 8 believe that was the first edition, but it was
 9 the same section of it because the cases were
 10 decided within a relatively short period of
 11 time with each other. North Carolina may have
 12 accepted that, but South Carolina had already
 13 passed on that question and had ruled that they
 14 did not recognize that as a basis for
 15 compensability. The Bagwell case was -- is
 16 still on South Carolina. In 1998 the Crosby
 17 case was -- it essentially affirmed or it
 18 issued its decision based on the findings of
 19 Bagwell. But the other case, the Devine case,
 20 that is referenced by the claimant and
 21 claimant's attorney memorandum to the
 22 Commission, a 1947 case out of North Carolina,
 23 which is the Devine case. We would submit that
 24 this case would not be relevant and would
 25 therefore not be of any persuasive or

2 (Pages 5 to 8)

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1 precedential value in this situation because
 2 number one, the Devine case was mentioned in
 3 the Bagwell case. Bagwell cited Devine, but
 4 declined to extend compensability to situations
 5 involving those which were in Devine. Devine
 6 -- just very briefly, an injured worker who was
 7 inclined to have ecliptic seizures. He was
 8 found dead at his place of employment. Part of
 9 his job was to run the flag up each day and
 10 take it down; he was found dead there. It was
 11 an unwitnessed incident, which Crosby and the
 12 other cases would say it's compensable. So
 13 it's not relevant because it was completely
 14 unwitnessed. This situation, the fall, so to
 15 speak, the slumping over the wheel was
 16 witnessed by others and there was no
 17 relationship to the work to the fall. The
 18 other issue is that -- that's the primary issue
 19 is the compensability. The other issue that we
 20 would take exception to is the finding of the
 21 spousal relationship that appears in this
 22 decision. That the hearing commissioner found
 23 that there was a presumed dependency because of
 24 the marital relationship. The decedent, Mr.
 25 Thomas, and Ms. Emily Thomas. The facts are

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1 pretty much undisputed as far as the time line
 2 goes. She was married, or he was married.
 3 Excuse me. Mr. Thomas was married. Prior to
 4 his relationship with Ms. Emily Thomas, his
 5 divorce was not final. They went through a
 6 marriage ceremony in September of 2006. His
 7 divorce was not final until February of 2007.
 8 So as a matter of law, that marriage was void
 9 ab initio. Now, in South Carolina a void
 10 marriage can be transformed into a common law
 11 marriage, but it requires the parties recognize
 12 the impediment to the original marriage, what
 13 they thought was a legal marriage. They have
 14 to recognize, number one, that there was an
 15 impediment, and number two, the recognition
 16 that the impediment was removed and then an
 17 agreement, and it doesn't necessarily have to
 18 be an affirmative agreement, but it has to be
 19 something going forward after those two
 20 recognitions -- recognizing those two factors
 21 for it to be transformed into either a common
 22 law marriage or to go back through a ceremony
 23 and it to become a legal marriage. In this
 24 case, Ms. Thomas, at the very first hearing,
 25 testified specifically that she was not aware

Page 11

1 of the impediment to the legal marriage until
 2 after Mr. Thomas had passed away. So, we
 3 submit that it could not have and was not
 4 transformed into a common law marriage. Now,
 5 the claimant offered testimony at the hearing
 6 that when they went on some bus trips and she
 7 accompanied him on some tours and they had some
 8 get-togethers with some friends that they
 9 introduced each other as husband and wife.
 10 Well, I submit that it would be surprising if
 11 they didn't. Because they -- the only reason
 12 they did that was because they presumed that
 13 they had gone through a legally binding
 14 marriage ceremony in September 2006. There is
 15 no way that if she was not aware of the
 16 impediment until the marriage -- after his
 17 death, that they could have transformed that
 18 marriage into any common law marriage. There
 19 is no evidence they went back through a
 20 marriage ceremony, which, of course, there
 21 wouldn't be because she didn't know about his
 22 -- that he was not divorced at the time they
 23 were married. The hearing commissioner and the
 24 claimant's attorney offered the putative
 25 marriage doctrine and I believe we've set forth

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1 that that's not the law in South Carolina in
 2 our brief. Thank you.
 3 THE COURT: Mr. Holmes?
 4 OPENING STATEMENT - BY MR. HOLMES:
 5 MR. HOLMES: With regards to compensability the
 6 evidence of this case, the medical examiner, a
 7 forensic pathologist at the Medical University,
 8 testified or gave her report to a reasonable
 9 degree of medical certainty the cause of death
 10 in this case was full-body blunt trauma,
 11 complicated -- complicating ruptured sacular
 12 aneurysm of the brain. So, there's evidence in
 13 this case that the aneurysm is not what killed
 14 him. What killed him was the blunt-force
 15 trauma from the bus accident. The bus hitting
 16 a tree about 55 miles an hour. In fact, the
 17 medical examiner testified he had so many fatal
 18 injuries, it's impossible to tell which one
 19 killed him the most. He suffered a ruptured
 20 aorta in the collision. She said that would
 21 have killed him instantly. It is not by any
 22 means clear that the aneurysm in itself would
 23 have resulted in death. In fact, the medical
 24 examiner testified that two-thirds of people
 25 who have that particular kind of aneurysm will

3 (Pages 9 to 12)

Page 13	Page 15
1 survive. One-third without any consequence at 2 all, one-third may have some sequelae. But 3 even if the aneurysm is what caused him to 4 become unresponsive while he was driving, it's 5 our position that the increased risk doctrine 6 does apply in this case. In the Crosby case, 7 the Court cited or talked about that -- I think 8 it's actually cited in the commissioner's 9 decision, that when the death or the fall is -- 10 you don't know why they fell, but if they're 11 standing on a level surface and if in the 12 course of the fall, hit no machinery, or 13 furniture or other object, such as would 14 contribute to the effect of the fall, the 15 majority of courts deny compensation. So, it is 16 our position that our Supreme Court in Crosby 17 has recognized that if you fall and on the way 18 down happen to land in the buzz saw and get 19 killed, then that's a compensable accident. If 20 a roofer on a roof has some sort of seizure or 21 something and he falls off a six-story building 22 and is killed, that's a compensable accident. 23 It's not Section 12 of Larsen. Larsen has a 24 whole series of sections dealing with this 25 complicated question of idiopathic falls,	1 and listed themselves as husband and wife, 2 where they participated in business ventures 3 together, introduced themselves as husband and 4 wife and did other things that would indicate 5 that they had agreed to continue as a married 6 husband and wife after the impediment was 7 removed. But if -- a good point is raised. 8 It's hard to say that the wife agreed to this 9 marriage when she didn't -- she did not know 10 that it was void ab initio, that he was married 11 at the time they got divorced. That his 12 divorce did not become final until afterwards. 13 This creates a great injustice under the law. 14 Under -- our law, if two couples engage in an 15 adulterous relationship and they cohabitate, 16 while they can cure it after the impediment is 17 resolved because they know about it, they can 18 legally be married. But an innocent spouse, 19 who goes through a formal ceremony of wedding, 20 never knows about any impediment, holds herself 21 out as a wife, performs all her 22 responsibilities as a wife, she is penalized. 23 She loses the benefit. We can see that the 24 punitive damage, putative marriage doctrine has 25 not been adopted. It was raised in the case of
Page 14	Page 16
1 which breaks out into falls that nobody 2 witnesses or nobody knows what happened, falls 3 that are witnessed but there doesn't seem to be 4 a relationship arising out of the work, no 5 increased risk, and then in Section 9, he talks 6 about the increased risk doctrine. We believe 7 that this case is compensable either directly 8 as injury by accident as the cause of death 9 where the cause of death was caused by the 10 blunt-force trauma of the collision, or under 11 the increased risk doctrine. With regard to 12 the marital status, again, we have asked that 13 this Court consider, this Commission consider 14 adopting the putative marriage doctrine, to end 15 really a bad unfairness in the system. But 16 before we get to that point, we take the 17 position that under South Carolina law, the 18 commissioner is correct and there was 19 sufficient circumstantial evidence to prove 20 that the parties had agreed to continue a 21 marital relationship after the husband's 22 impediment was removed. Our law is that the 23 agreement to marry can be by words or it can be 24 by acts. We introduced several examples of 25 acts where they took out home loans together	1 Lovett v. Lovett, but the Appellate Court held 2 that it had not been raised before the Probate 3 Court and therefore did not reach the issue, we 4 certainly want to preserve it here. The -- 5 purpose of the putative marriage doctrine is 6 not to upset the idea of the sanctity of 7 marriage. That once a marriage is solemnized, 8 it remains in effect until it is dissolved. 9 But it's to eliminate the unfairness to an 10 innocent spouse. It does not find that she is 11 his wife, what it finds is that since she is 12 innocent, she did not know about it, she 13 entered into a marriage in good faith, that the 14 benefits that were the civil benefits that 15 would flow from a marriage should flow to her. 16 We believe it is a just rule. We believe that 17 it should be adopted by this Commission and 18 hopefully by the appellate courts. We would 19 like to answer any questions anyone may have. 20 THE COURT: Thank you. Mr. Roberts? 21 REPLY - BY MR. ROBERTS: 22 MR. ROBERTS: Thank you, Commissioner. Briefly in 23 response, Mr. Smith is changing the focus of 24 what the role of the ruptured aneurysm plays 25 and what our reliance may be on that. The

4 (Pages 13 to 16)

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1 question is not whether the ruptured aneurysm
 2 was the cause of the death. The question is
 3 more basic than that. Is the ruptured aneurysm
 4 what -- the question is did the fall or in this
 5 case the slumping over the wheel of the
 6 vehicle, was the -- was there a relationship to
 7 the employment at that point. And that's what
 8 the Bagwell case says and that's what the
 9 Crosby case says. That it -- and I submit
 10 respectfully that Crosby doesn't talk about a
 11 fall in terms of hitting things along the way
 12 and so forth. The question in effect --
 13 CHAIRWOMAN ROCHE: How does -- does cite that line
 14 from Larsen ---
 15 MR. ROBERTS: It cites Section 10, not 9.01.
 16 CHAIRWOMAN ROCHE: It cites the line from Larsen
 17 that says, absent anything else, blah blah
 18 blah, that it's not -- I mean it does cite it.
 19 MR. ROBERTS: I see where it cites 10.31(A).
 20 COMMISSIONER WILLIAMS: Or is it implicit in the
 21 Crosby case, though, the floor was level, he
 22 didn't slip or trip or -- there was no object
 23 in the Crosby case.
 24 MR. ROBERTS: Well, no. I don't think it's implicit
 25 in the Crosby case that compensability was

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1 whether it was on a level floor. The question
 2 is, was the fall a result of an internal
 3 breakdown. And there's no medical evidence
 4 whether or not -- we submit that that would be
 5 the requirement to establish, number one, was
 6 there any medical evidence to establish whether
 7 or not that internal breakdown -- and in order
 8 to prove our case in the arising-out-of prong,
 9 the claimant would have to establish that there
 10 was a casual relationship to that -- that
 11 caused the fall which resulted in those
 12 injuries. Bagwell was a case were no question,
 13 Mr. Bagwell died because he suffered the
 14 hematoma, because his head hit the concrete.
 15 And that's what Crosby came down. Crosby
 16 denied compensation because that case was
 17 directly on point with the Bagwell case. That
 18 there was no medical evidence to support the
 19 finding that the fall, which resulted in the
 20 injuries. The fall had no causal relationship
 21 to the work itself. And then when the person
 22 hits the concrete floor. We would submit also
 23 that that's not a risk inherent only to bus
 24 drivers. We all drive places every day. We're
 25 driving down the interstates. I drove -- I

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1 drive a round trip of an hour today to argue
 2 this case. So that would not be an increased
 3 risk for Mr. Thomas. Because a lot of us drive
 4 as a part of our job that we are required to do
 5 that.
 6 CHAIRWOMAN ROCHE: Well, a lot of people ---
 7 MR. ROBERTS: Well, it's because there's no increased
 8 risk with that job. If that's what the
 9 argument is, that there's increased risk, what
 10 we think ---
 11 CHAIRWOMAN ROCHE: Well, just because a lot of
 12 people do it, there's no increased risk?
 13 MR. ROBERTS: No. I would submit, no, Commissioner.
 14 But the question is more basic than that. The
 15 fall was not -- there's no evidence to
 16 establish that the fall or what caused the
 17 slumping over the wheel has a relationship to
 18 the work. Thank you.
 19 CHAIRWOMAN ROCHE: All right. That concludes the
 20 hearing. Thank y'all.
 21 (There being nothing further, the hearing was
 22 concluded at 1:58 p.m.)

5 (Pages 17 to 19)

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

GEORGE W. THOMAS,
Employee,

vs.

WCC FILE NO. 0725187

5 STAR TRANSPORTATION,
Employer.

DEPOSITION OF: CYNTHIA A. SCHANDL, MD, Ph.D.

DATE: December 30, 2010

TIME: 11:10 AM

LOCATION: Medical University of
South Carolina
Room 281
Charleston, SC

TAKEN BY: Counsel for the Employer

REPORTED BY: TERRI L. BRUSSEAU,
Registered Professional
Reporter, CP, CRR

A. WILLIAM ROBERTS, JR., & ASSOCIATES
Fast, Accurate & Friendly

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Page 2

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR GEORGE W. THOMAS:

3 THE STEINBERG LAW FIRM, LLP

4 BY: MALCOLM M. CROSLAND, JR.

5 111 Church Street

6 Charleston, SC 29401

7 (843) 720-2800

8 mcrosland@steinberglawfirm.com

9 ATTORNEYS FOR 5 STAR TRANSPORTATION:

10 ROBERTS LAW GROUP, LLC

11 BY: REBECCA A. ROBERTS

12 161 Chapin Road

13 Chapin, SC 29036

14 (803) 932-9282

15 raroberts@lakemurraylaw.com

16 ATTORNEYS FOR THE SOUTH CAROLINA UNINSURED
17 EMPLOYERS FUND:

18 SOUTH CAROLINA SECOND INJURY FUND

19 AND WORKERS COMPENSATION

20 BY: LISA C. GLOVER

21 (BY TELEPHONE)

22 100 Executive Drive, Suite 101

23 Columbia, SC 29210

24 (803) 798-2722

25 leglover@sif.sc.gov

(INDEX AT REAR OF TRANSCRIPT)

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1 CYNTHIA A. SCHANDL, MD, Ph.D.

2 being first duly sworn, testified as follows:

3 EXAMINATION

4 BY MS. ROBERTS:

5 Q. Dr. Schandl, good morning.

6 A. Good morning.

7 Q. My name is Rebecca Roberts and I
8 represent 5 Star Transportation in this death case
9 with Mr. George Thomas who is the deceased.
10 Mr. Crosland represents Mr. Thomas and those
11 members of his family that are in this lawsuit.
12 This was an injury that was -- that caused
13 Mr. Thomas' death and it was on November 19, 2007.
14 I believe that's all the introduction that I need
15 but can you for the record give us just kind of a
16 little bit of your vitae or do you have one that we
17 could put in the record?

18 A. Either way. You may have one.

19 Q. Oh, thank you.

20 A. But certainly my educational background
21 consists of a Bachelor's degree in biology obtained
22 from the California State University in San
23 Bernardino, California followed by medical school
24 and graduate school here at the Medical University
25 of South Carolina in Charleston, South Carolina.

Page 4

1 So after the MD and Ph.D. degrees were obtained, I
2 then continued my training in the department of
3 pathology and laboratory medicine here at the
4 Medical University of South Carolina in the
5 residency program for anatomic pathology and
6 clinical pathology. Within that training I also
7 performed a one-year fellowship in the field of
8 forensic pathology in particular. After that body
9 of training I was eligible for board examinations,
10 anatomic pathology boards, clinical pathology
11 boards and forensic pathology boards, all of which
12 I have passed and so I am board certified in those
13 three areas of pathology. I completed that
14 training in 2004 and I was brought on faculty here
15 on July 1st of 2004 and have been here since.

16 Q. Thank you. And so do you teach also
17 then?

18 A. Yes, I teach anywhere from college
19 students to medical students, residents. I direct
20 the fellowship program for our forensic pathology
21 in our training program here now so yes, I train.

22 MR. CROSLAND: For the record, if it
23 saves any time, her CV's already been admitted into
24 evidence.

25 BY MS. ROBERTS:

Page 5

1 Q. Okay. Thank you very much. Now, I'd
2 like to generally talk about Mr. Thomas' ruptured
3 aneurysm to start with and I'd like to go over some
4 medical facts that I did just in my review and see
5 if you can confirm or clarify any of this so that
6 the Commission has just a general idea of what the
7 nature of a ruptured aneurysm is.

8 Now, Dr. Schandl, can you confirm that
9 most aneurysms are caused by a degenerative
10 process?

11 A. Some are caused by a degenerative
12 process, others are caused by a genetic defect. In
13 this case I can't verify one way or the other
14 because the rupture sort of destroyed the product
15 so I don't know in this case whether it was
16 degenerative or congenital, all I know is that it
17 was there.

18 Q. Okay. Is there a percentage where one
19 would be genetic and one would be degenerative, is
20 there any kind of breakdown?

21 A. I'm not aware of that figure.

22 Q. Okay. How about any kind of trauma
23 associated with the ruptured aneurysm?

24 A. It's sort of the other way around.

25 Basically an aneurysm is an area of a vessel that

Pages 2 to 5

Page 6	Page 8
1 is not as strong as the areas around it so it is at 2 risk. It is at risk for rupture whether from 3 internal causes such as increased blood pressure or 4 from external causes such as a trauma so either 5 one -- it's just an area that's weaker than the 6 areas around it so that's -- if something's going 7 to bust, that's where it's going to bust, is at the 8 site of this bulge or aneurysm in the vessel. 9 Q. And I read, I don't know if you can 10 confirm it, as far as trauma it would be mostly 11 kind of a missile-type trauma that would cause an 12 aneurysm, is that correct? 13 A. Well, not necessarily. We're not 14 talking about causing the aneurysm yet. What 15 you're saying as far as causing the aneurysm, you 16 have to have something directed at that spot if 17 it's traumatic, talking about traumatic, but we're 18 not talking about causing the aneurysm because that 19 was preexisting. 20 Q. Okay. 21 A. We're talking about rupturing the 22 aneurysm. So anything that causes increased 23 pressure at that point in the vessel or in the 24 surrounding vessels is again that's the area that's 25 most likely to break because it's the weakest, can	1 A. To rupture, that is true. I don't know 2 what caused the aneurysm to rupture because I don't 3 know when it ruptured. 4 Q. Okay. Now, there are reports and I 5 believe it was indicated in your report of the date 6 of the death, 11/19/07, that the coroner said that 7 the decedent had become unresponsive at the wheel 8 of the bus prior to crashing. Would that indicate 9 to you that his aneurysm had ruptured at that 10 point? 11 A. If that were the case, it is one 12 possibility that that's why he became unresponsive 13 at the wheel but of course the vast majority of 14 people who become unresponsive at the wheel become 15 unresponsive for other reasons so I can't tell you 16 that that's why, it certainly is possible. It 17 would fit a certain scenario but I can't tell you 18 that that did or did not happen. 19 Q. What would be the other scenarios for 20 loss of consciousness? 21 A. Well, depending upon again having not 22 been there, he may have fallen asleep, he may have 23 had a cardiac event, any number of things could 24 have happened. He could have had a stroke that we 25 wouldn't see, an ischemic-type stroke rather than a
Page 7	Page 9
1 cause it to rupture. And we don't know why this 2 particular individual has an aneurysm there. He's 3 probably had it for a very long time. But why it 4 ruptured at this moment, again we have two 5 possibilities, either it did it because it was 6 meant to or it did it because he crashed. 7 Q. And is it true then that somewhere 8 between 1 and 6 percent of the population is 9 walking around with these aneurysms -- 10 A. That is true. 11 Q. -- that are unruptured? 12 A. They're just sitting there, um-hum. 13 Q. And is it also true that if they're 14 diagnosed, they're often left alone? 15 A. They may be, depends upon many 16 different factors and I'm not sure of the exact 17 surgical predictors at this point but it usually 18 depends upon the size of the aneurysm, whether 19 there have been any symptoms, whether it has ever 20 leaked before, so on and so forth. 21 Q. So I guess you told me that you 22 shouldn't make a determination with any degree of 23 medical certainty whether or not this was 24 degenerative or traumatic that caused this aneurysm 25 to rupture?	1 hemorrhagic-type stroke, that's something we 2 wouldn't see. Other people may have had, you know, 3 a coronary artery thrombosis, we did rule that out 4 in the autopsy. 5 Q. Did rule that out? 6 A. Um-hum, coronary artery thrombosis, 7 that's something that we could have seen. But 8 there are a number of things that cause 9 unconsciousness that we don't even know why, 10 typical episodes where you just pass out. Some 11 people might see blood and pass out, some people 12 might see a mouse and pass out so there's so many 13 different possibilities as to why someone becomes 14 unresponsive. Certainly rupture of the cerebral 15 aneurysm is one possibility but there's so many 16 others that I can't think about and this is what 17 happened to this individual. 18 Q. When you said the heart attack, would 19 that not show up in the autopsy either then? 20 A. An acute event won't necessarily show 21 up. You don't start seeing signs cytologically for 22 several hours, that means microscope, I'm sorry, 23 cytologically under the microscope for several 24 hours. Now, if it was a heart attack due to an 25 acute thrombosis, we would have seen the thrombosis

Pages 6 to 9

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1 but to any other factors we may or may not be able
2 to tell you that he had a heart attack because
3 that's an acute event, just like an acute ischemic
4 stroke, we can't see that, it's just one of those
5 things that you can't see after if it happens and
6 they die right away.

7 Q. Okay. But just for my edification
8 then, if you have a stroke and you go to the
9 hospital, how did they diagnose it then, they just
10 rule things out?

11 A. Well, if you're able to get to someone
12 who can analyze you, then they can, they can figure
13 it out both by doing a scan of the brain where they
14 can see things before we can see them grossly so
15 they can start to see swelling or an area that's
16 not receiving blood, they can do vascular scans,
17 they can do -- you know, put something in the
18 bloodstream to see where the blood is flowing to
19 see if maybe it's not flowing to a particular area
20 but there are a lot of different modalities to
21 diagnose a stroke that aren't available to us once
22 they're not alive anymore.

23 Q. Okay. Now, the type of aneurysm,
24 ruptured aneurysm that we're talking about today is
25 a berry aneurysm, correct?

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1 A. Yes.

2 Q. Or a saccular aneurysm? Okay. Do you
3 know of any risk factors for bus drivers to develop
4 aneurysms or rupture aneurysms?

5 A. No, I'm not aware of anything
6 particular to an occupation.

7 Q. And is it true that these kinds of
8 ruptured aneurysms normally occur in folks that are
9 about Mr. Thomas' age, 50 something?

10 A. Yeah, the most common decade is 40 to
11 50 so he's in the ballpark.

12 Q. Now, I read one where it was also at --
13 I believe they put it at 2.1 to 1 that black males
14 were more inclined to have ruptured aneurysms other
15 than white males. Are you aware of any kind of
16 statistic for --

17 A. I don't have those statistics handy.

18 Q. When this aneurysm ruptures is it
19 possible that it could have ruptured more than 24
20 hours ago or, you know, within hours? I mean,
21 could he have actually been getting on the bus and
22 had it rupturing and then still be able to maintain
23 for a certain time period?

24 A. Well, some people, they have absolutely
25 no symptoms, really depends upon the extent of the

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1 rupture. Let's pretend, for example, that he had a
2 rupture -- now, if it had been any great period of
3 time, like several hours before he died, then I
4 would say histologic evidence is there was some
5 time passing. There is none of that. It's an
6 acute bleed. But acute bleeds can be within, you
7 know, minutes to maybe an hour before you start to
8 see any kind of organization or changes. I mean,
9 it is a fact that people can have ruptured
10 aneurysms and have very few symptoms or mild
11 symptoms but, you know, this I don't know anything
12 about this individual or whether he had any
13 symptoms coming in.

14 Q. Now, this Circle of Willis where we saw
15 the large hemorrhage in your report, can you tell
16 me -- can you explain that area of the brain to me?

17 MR. CROSLAND: Object to the form.

18 THE WITNESS: Yes. Yes, the brain --
19 the Circle of Willis is basically a circle of blood
20 vessels that sits at the base of the brain.
21 Everybody has one and it's generally made up of the
22 same few vessels and basically you're receiving
23 blood from both the carotid arteries coming up to
24 the brain and the vertebral arteries coming up to
25 the brain and they meet here at the Circle of

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1 Willis which then distributes the blood to the rest
2 of the brain. So the blood is coming into both
3 sides of the circle and then it goes -- as it goes
4 into the circle there's a posterior communicating
5 artery so blood goes to the back part of the brain
6 and there's a middle cerebral artery to the middle
7 part of the brain and then anterior, a pair -- each
8 of them are in pairs and the anterior cerebral
9 artery that goes to the front of the brain. So
10 that's basically just a mechanism, an anatomic
11 mechanism to get blood to different areas of the
12 brain using the dual circulation both from the
13 vertebral arteries and the carotid arteries.

14 BY MS. ROBERTS:

15 Q. So this -- there's a lot of force and
16 pressure going up to these arteries I guess, right?

17 A. Well, there is -- it's a vascular
18 system and it is on the arterial side so there is a
19 pressure involved as opposed to being on the venous
20 side where the pressure is much lower.

21 Q. And then where Mr. Thomas had his
22 ruptured aneurysm, that was on the left posterior
23 communicating artery, correct?

24 A. Yes.

25 Q. Is that the most common place for --

1 A. No, it can be in any area. It's one of
2 the more common places. You can have it on the
3 anterior communicating or you can have it on the
4 posterior communicating or you can have it on the
5 middle cerebral but it is not an unusual place to
6 have an aneurysm.

7 Q. Is there a greater chance for morbidity
8 there than say on the anterior?

9 A. I'm not aware of any data that suggests
10 that.

11 Q. And as to morbidity rates -- now, these
12 are my statistics I have read that his type had --
13 the Mayo Clinic said, you know, 40, 60, somebody
14 else said 60 to 80. What are your generalizations
15 for that 24-hour time period of the rupture?

16 A. Whether he will live or not?

17 Q. Right.

18 A. Well, all comers, you break it down
19 to -- over time, and I don't know if it's 24 hours
20 but over time, over a period of time, about a third
21 of individuals will live without any sequelae or
22 complications, about a third will die and about a
23 third will live with some sequelae or complications
24 but that's generally how it breaks down. Now, they
25 can break it down for others depending on how the

1 individual presents so at the time of presentation
2 they can break it down slight -- quite a bit better
3 and determine mortality rates to a greater degree
4 of precision than a third and a third and a third
5 but we have no idea how he might have presented, we
6 just don't know that, so anywhere from, you know,
7 30 percent mortality to 90 percent mortality, I
8 have no idea, anywhere in there.

9 Q. As far as the degree of bleeding by
10 your report, that would not be an indication of his
11 mortality then?

12 A. No.

13 COURT REPORTER: I'm sorry, I couldn't
14 hear you. Could you repeat that?

15 MS. ROBERTS: Sure.

16 BY MS. ROBERTS:

17 Q. I said by the degree of the bleed that
18 where he had it, would that give you any indication
19 of what kind of mortality rate to expect from him?

20 A. It doesn't tell me that. It's really
21 by how functional they are and when they present to
22 the doctor.

23 Q. Okay. So with your medical report you
24 said -- and correct me on my pronunciation if I
25 don't say this right, massive subarachnoid

1 hemorrhage confined to the base of brain overlying
2 Circle of Willis, mid-brain brain stem and base of
3 the cerebellum at the midline with extensive
4 intraventricular hemorrhage. Would that all be
5 considered part of the rupture?

6 A. It may well be because the subarachnoid
7 space around the brain does communicate with the
8 intraventricular septum, that's where all the --
9 where the cerebral spinal fluid flows so it's one
10 system. It's possible that it's all due to the
11 same events. Now, it's confounded clearly by the
12 fact that he had trauma, which can also cause
13 damage to those areas in those structures of the
14 brain so -- but it's possible that they're all
15 associated.

16 Q. And would you say because the dura
17 mater of the base, the rebrued, the hippocampii,
18 the basal ganglia and the thalami were intact or
19 unremarkable that that would indicate more likely
20 than not that the injuries that had occurred in the
21 brain were part of the ruptured aneurysm versus
22 part of the trauma?

23 A. Well, I don't have any evidence of
24 bleeding into the structures of the brain. I have
25 evidence of bleeding around the brain but again you

1 can get that bleeding around the brain solely from
2 trauma and he does have -- which is interesting.
3 He does have fractures to the base of his skull and
4 not anywhere else, which is also in the area where
5 we're seeing the hemorrhage. So although the fact
6 that we have a ruptured aneurysm is certainly
7 suggestive that they're all associated, you can't
8 exclude the contribution of the injury to that --
9 the amount of hemorrhage that's associated with,
10 you know, this man's picture. They are likely both
11 to be contributory.

12 Q. And the fractures being hairline
13 fractures, they still may have caused that
14 bleeding?

15 A. Yes. Fractures to the base of the
16 skull suggest a great deal of trauma and we know
17 that there was bleeding following that because he
18 had blood, you know, around the eyes, he had
19 periorbital ecchymoses, which are also associated
20 with basal or skull fractures. So another bleeding
21 is associated with those skull fractures, you know,
22 I just can't tell you how much is from this and how
23 much, I don't know that.

24 Q. Right. I was going to ask you about
25 that, whether that would be associated with the

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1 aneurysm, the ruptured aneurysm. I couldn't find
2 anything that would cause it.

3 A. That's much more likely associated with
4 the skull fractures.

5 Q. Okay. Would you say that Mr. Thomas'
6 brain did have profound neurological and
7 catastrophic injury?

8 A. Well, again, his -- the brain tissue
9 itself is completely intact. Again, it's not --
10 you know, there's no maceration, there's no
11 bleeding into the brain tissue itself, all the
12 blood is around the brain. So whether that would
13 have caused this individual severe neurological
14 changes or not, I don't know. There are some cases
15 where that amount of injury is sustained in some
16 sort of a crash like this adequate to cause death
17 and then there's some cases where it's just not.

18 Brain trauma is very difficult to
19 predict outcome so -- and the other thing is that
20 very early in brain trauma there are a lot of
21 things that you can't see. You don't have the
22 swelling that can be serious sequelae of the trauma
23 that you are seeing. There are many things that
24 you don't see from the sheering forces. If you
25 don't have hemorrhage into the brain, you just

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1 can't see, you know, which happens when they're
2 dead, you don't see those changes whereas if they
3 were to present to the hospital and stay there over
4 time, then those traumatic changes become much more
5 apparent over time. So we're going to start with
6 what we have, which is no obvious trauma to the
7 brain tissue itself, just hemorrhage around the
8 brain.

9 Q. But based on the one-third, one-third,
10 one-third, Mr. Thomas as far as medical probability
11 would have probably a one-third chance of being
12 able to operate as a normal person after this
13 ruptured aneurysm?

14 A. Well, if you presume that the aneurysm
15 ruptured and he's just sitting at home, let's say
16 he's sitting at home at the kitchen table, he has
17 an aneurysm rupture, at that point we think he has
18 a one-third chance of being fine, that I can tell
19 you. Now, EMS comes and evaluate him, now we know
20 a little bit better what his chances are of
21 survival but we don't have anything else after
22 that. So yeah, if you take just a guy or a woman,
23 anyone sitting at the kitchen table who happens to
24 rupture an aneurysm, they have a one-third chance
25 of being just fine.

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1 Q. As far as -- say this happened as a
2 hypothetical and he had this one-third chance of
3 being fine and he was fine, would he have an
4 increased risk of further ruptures?

5 A. Again, that would depend on what kind
6 of intervention he receives. Usually from my
7 understanding intervention is much more probable
8 once you've had an event so they probably would
9 have intervened and likely would have had a
10 surgical cure of it so, you know, I don't know the
11 exact data or percentages of how they do but...

12 Q. Well -- I lost my train of thought. Do
13 you know if there are any time restrictions on an
14 individual after they have a ruptured aneurysm as
15 far as being a commercial driver or anything like
16 that?

17 A. I'm not aware of that.

18 Q. I read a little bit about vasospasms.
19 Would there be any evidence of a vasospasm of
20 Mr. Thomas or was it just too soon?

21 A. We don't see that in dead people
22 because they're -- I mean, there's no blood flow
23 anymore and vasospasm is a -- is something that's
24 occurring while the blood is pumping and basically
25 the vessels pumping kind of like that, like sort of

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1 like if you might think of the nature of
2 fibrillation, it's just not pumping like it's
3 supposed to so that can cause an ischemic event
4 locally and then that can be devastating and
5 certainly a ruptured aneurysm can lead to vasospasm
6 but there's no way to see that after the blood
7 stops.

8 Q. Okay.

9 A. You know, that Abbie girl makes it look
10 like you can tell everything.

11 (Off-the-record conference.)

12 BY MS. ROBERTS:

13 Q. All right, let me just look at your
14 report with you a little bit more. Now, this cause
15 of death you list as a full body blunt trauma
16 complicating the ruptured saccular aneurysm of the
17 brain?

18 A. Yes.

19 Q. That to me says that the aneurysm
20 happened first. Is that a misreading?

21 A. It is because I don't know if it did.
22 It may have.

23 Q. Could you give any kind of opinion --
24 well, could you give me any kind of probability of
25 whether it happened first or second?

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1 A. I just don't know, just couldn't tell
2 you.
3 Q. Could be 50/50 or you just couldn't
4 tell?
5 A. I mean, you know, it either did or it
6 didn't. I have no idea which. That's sort of
7 the -- I know that's not very helpful but it's
8 certainly possible it did and certainly possible it
9 didn't.
10 Q. Okay. Now, as far as the other traumas
11 that Mr. Thomas endured here, we talked about the
12 brain, what about the other traumas, is there
13 anything there -- now, I saw one that was
14 particularly tough and let me just run through my
15 notes here real quick. I'll just go straight to
16 the -- yeah, the partial aortic transection. Now,
17 that to me looks like it could be life threatening,
18 is that a fair statement?
19 A. Yes, that's immediately life
20 threatening so essentially, you know, the largest
21 vessel in your body that's under pressure is now
22 open to the outside world. It's -- in this case it
23 was partial because it wasn't completely separated
24 one part from the other, you could like hold it up
25 like that but it was like this more but still the

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1 blood is being pumped out of the vessel basically
2 into a cavity, not going to the body, not going to
3 the brain, not going anywhere except to the cavity
4 so you're absolutely right, that's immediately life
5 threatening.
6 Q. Would it have been something that would
7 have caused him to be unconscious or unresponsive
8 at the scene or would that be something where he
9 would -- he might be conscious during that period?
10 A. Again, that's highly unpredictable.
11 Usually when you have a precipitous drop in blood
12 pressure to systemic circulation you would become
13 unconscious quite rapidly but I can't tell you that
14 that's what happened to him. It's likely.
15 Q. I guess I'm just trying to get through
16 all of this stuff and see if there's any way that
17 any of these other injuries could have rendered him
18 unconscious at the scene before EMS could get
19 there, before anybody could get to him and; I mean,
20 obviously he was -- he never recovered from
21 whatever happened to him as he slumped on the wheel
22 before he left the road so I guess what I'm trying
23 to figure out is are any of these other injuries
24 that you diagnosed immediately going to leave him
25 in that same state like a ruptured aneurysm would?

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1 MR. CROSLAND: Object to the form.
2 THE WITNESS: I'm sorry?
3 MR. CROSLAND: I'm objecting to the
4 form of the question.
5 THE WITNESS: Oh. So the rupture of
6 the -- the partial transection of the aorta is
7 immediately life threatening. That would have been
8 immediately disabling and not survivable. The only
9 way to, you know, make that not -- make that be
10 survivable is have it happen in the OR with the
11 chest open. The other injuries are also extremely
12 serious and likely immediately life threatening,
13 including rupture of the diaphragm, rupture of the
14 stomach with the abdominal contents and everything
15 up into the left chest, a flail chest, meaning that
16 all these ribs are fractured, meaning that the lung
17 would have likely deflated and likely pushed the
18 other lung over so you likely have neither no lungs
19 working either so all of these things are happening
20 at the same time as well, as well as massive body
21 trauma and soft tissue trauma which can lead to
22 many different types of embolic events as those
23 products of the body are entering the blood vessel
24 stream and also interfering with things.
25 Maceration of the liver, there are so many

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1 different fatal injuries at that moment of the
2 crash that it's kind of difficult to sort out which
3 one would have made him more dead.
4 BY MS. ROBERTS:
5 Q. Speaking of the maceration, can you
6 explain that a little bit?
7 A. Maceration is just basically the liver
8 shredded, mashed.
9 Q. Oh. I guess what I was thinking when I
10 was doing the research, looks like it's kind of
11 saturated almost.
12 A. No, macerated as in -- so you can -- I
13 mean, this is blunt trauma that leaves sort of a
14 cut, a cut to the surface. If you macerate it,
15 basically the liver after it's -- after it is
16 compressed as in a collision of this sort and then
17 it reexpands, all of the meat inside is basically
18 mush and so that's what I mean by maceration, there
19 was likely a compression event that occurred to the
20 liver leading to internal trauma of the liver, not
21 just trauma to the surface of it.
22 Q. I guess what I was thinking, you know,
23 maybe the blood had pooled there during the time
24 period that -- you know, from the time he died to
25 the time that you had the chance to --

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1 A. No, this is just purely trauma.
 2 Q. Why is it -- and you've probably done
 3 numerous car accidents. Is it just because he was
 4 a driver that he was still much more injured than
 5 all of the other passengers?
 6 MR. CROSLAND: Object to the form, lack
 7 of foundation.
 8 THE WITNESS: I don't know why he was
 9 in such bad shape and everybody else did well. I
 10 mean, that's -- it clearly seems to be due to his
 11 position in the vehicle but, you know, I don't have
 12 that data, I don't know what the scene
 13 reconstruction looked like, I just can't tell you
 14 the answers to that.
 15 BY MS. ROBERTS:
 16 Q. And how long was it after his death
 17 that you examined the body?
 18 A. Looks like he -- his time of death is
 19 reported as 1:00 AM and we performed the autopsy
 20 that same day 11 hours later, at noon.
 21 Q. All right, all I have left is a little
 22 housekeeping. Did you speak with Mr. Crosland or
 23 anybody from his office prior to our deposition
 24 today?
 25 A. Yes.

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1 Q. And can you tell me what that
 2 conversation was about?
 3 A. Yes, Mr. Crosland asked me what my
 4 opinion was of the cause of death of Mr. Thomas.
 5 Q. And when was that?
 6 A. Yesterday.
 7 Q. Any other conversations or
 8 correspondence, communications of any kind?
 9 A. I met with Mr. Crosland, it's been more
 10 than a year ago now. He asked me to meet and
 11 discuss the case and prepare an opinion and that
 12 was some time ago. I don't have the date.
 13 Q. So that was in addition to your report?
 14 A. That's correct.
 15 Q. And did you prepare the opinion or did
 16 Mr. Crosland?
 17 A. I did.
 18 MS. ROBERTS: That's all I have. Thank
 19 you.
 20 THE WITNESS: Okay. You're welcome.
 21 MR. CROSLAND: I have no questions.
 22 That concludes the deposition.
 23 MS. GLOVER: Hello.
 24 MS. ROBERTS: Oh, I'm sorry. Lisa, do
 25 you have any questions?

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1 EXAMINATION
 2 BY MS. GLOVER:
 3 Q. Dr. Schandl, my name is Lisa Glover and
 4 I'm here in Columbia and I represent the South
 5 Carolina Uninsured Employers Fund and I just have a
 6 few questions for you.
 7 A. Yes, ma'am.
 8 Q. In doing your report did you have an
 9 opportunity to review the coroner's report?
 10 A. No, we generally do not receive coroner
 11 reports.
 12 Q. Okay. I thought I saw that you had
 13 mentioned the coroner's report in your report. Do
 14 you have both of the reports that you issued, a --
 15 it's called a forensic autopsy final report?
 16 A. Yes, ma'am.
 17 Q. And that is -- and Malcolm, that's your
 18 APA submissions, Page -- looks like Page 13 that
 19 you submitted at the hearing.
 20 A. Yes, ma'am, I have the forensic autopsy
 21 final report.
 22 Q. Okay. And did you prepare this report?
 23 A. Yes, ma'am.
 24 Q. And could you look at on the first
 25 page, I guess it has nine pages, on Page 1 of 9, a

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1 case history?
 2 A. Yes, ma'am.
 3 Q. It said, according to the coroner the
 4 decedent was a 58-year-old black male bus driver
 5 who became unresponsive at the wheel of a bus
 6 approximately at 1:00 AM on November 19, 2007?
 7 A. Yes, ma'am.
 8 Q. So did you have a conversation with the
 9 coroner or did you review his report in order to
 10 put that under the case history in your report?
 11 A. The coroner contacts our office and
 12 gives us -- talks to us about the case before they
 13 send it or sometimes after they send it to just
 14 give us some basic facts about the case.
 15 Q. Okay. And so the coroner indicated
 16 that based upon his investigation that the --
 17 Mr. Thomas was -- became unresponsive at the wheel?
 18 A. Yes, ma'am.
 19 Q. Okay. And based upon that -- now, you
 20 issued another report, I guess at the request of
 21 Mr. Crosland, which I believe is dated -- you
 22 issued a memorandum I guess dated -- it has two
 23 dates on it, March 16th of 2010 and then another
 24 date for January 21st of 2010?
 25 A. I see that.

Pages 26 to 29

Page 30	Page 32
1 Q. Which date did you issue this report? 2 A. March 16th. 3 Q. Okay. And what's the January 21st, 4 2010 date on there? 5 A. I'm afraid that that's an error, it 6 must have been there before and I didn't change it. 7 Q. Okay, I understand. Now, you put in 8 this report this date of March the 16th of 2010, 9 you made -- I guess you issued some opinions to a 10 reasonable degree of medical certainty. One of the 11 things you said was that the cause of death was 12 full body blunt trauma -- 13 A. Yes, ma'am. 14 Q. -- as the cause of death and you also 15 indicated in this report that the aneurysm was not 16 the cause of death? 17 A. Yes, ma'am. 18 Q. On your second page. You said, 19 however, to a reasonable degree of medical 20 certainty the condition did not cause death, 21 meaning the aneurysm. My question is: Is one of 22 the symptoms of a ruptured aneurysm a fading or 23 loss of consciousness? 24 A. In some individuals, yes. 25 Q. Okay. So we have the coroner's report	1 him any problems and I have no evidence under the 2 microscope that it caused him any problems. 3 Q. Okay. So as far as you know the 4 problems were the aneurysm and the full body blunt 5 trauma basically that resulted in his death? 6 A. Well, what resulted in his death from 7 my opinion is the trauma. As far as what 8 contributions the ruptured aneurysm provided, this 9 is very unclear to me and uncertain. I do not know 10 the answer to that. 11 Q. So you can't say that the aneurysm did 12 or did not cause him to run off the road? 13 A. That is true. 14 MS. GLOVER: Okay. I don't have any 15 other questions. 16 MR. CROSLAND: I do not have any 17 further questions. 18 MS. ROBERTS: No follow-up. Thank you. 19 (WHEREUPON, the proceedings concluded 20 at 12:00 PM.) 21 22 23 24 25
Page 31	Page 33
1 that indicates that he was unconscious, 2 unresponsive at the wheel and then the accident 3 occurred. Okay. And so can you state to a 4 reasonable degree of medical certainty that the 5 aneurysm did not cause him to become unresponsive 6 at the wheel? 7 A. I do not know what caused him to become 8 unresponsive at the wheel. 9 Q. Could the aneurysm rupturing possibly 10 causing him to lose consciousness be the cause of 11 his being unresponsive at the wheel thus running 12 off the road? 13 A. That is certainly one possibility. 14 Q. Okay. Now, did you find any evidence 15 in your autopsy of any heart problems or any 16 strokes? 17 A. There was no evidence of any previous 18 strokes. He has a lymphocytic myocarditis. 19 Q. Can you tell us what that is? 20 A. It's an infiltration of the heart by 21 lymphocytes, it may be due to a virus. 22 Q. Okay. Did that appear to cause him any 23 problems? 24 A. I have no idea if that caused him any 25 problems or not. I have no history that it caused	1 SIGNATURE OF DEPONENT 2 DEPONENT: CYNTHIA A. SCHANDL, MD, Ph.D. 3 DEPOSITION DATE: DECEMBER 30, 2010 4 REPORTER: TERRI L. BRUSSEAU 5 CASE CAPTION: GEORGE W. THOMAS vs. 5 STAR 6 TRANSPORTATION 7 (Please return both Signature of Deponent pages) 8 I, the undersigned, CYNTHIA A. SCHANDL, MD, 9 Ph.D., do hereby certify that I have read the 10 foregoing deposition and find it to be a true and 11 accurate transcription of my testimony, with the 12 following corrections, if any: 13 14 15 16 17 18 19 20 21 22 23 24 25

Pages 30 to 33

Page 34

Page 36

1 SIGNATURE OF DEPONENT (CONTINUED)
 2 DEPOSITION DATE: DECEMBER 30, 2010
 3 REPORTER: TERRI L. BRUSSEAU
 4 CASE CAPTION: GEORGE W. THOMAS vs. 5 STAR
 5 TRANSPORTATION

6 PAGE LINE CHANGE REASON

11
 12 CYNTHIA A. SCHANDL, MD, Ph.D. Date
 13 I, TERRI L. BRUSSEAU, Notary Public for the
 14 State of South Carolina at Large, do hereby certify
 15 that the deponent was advised of his or her right
 16 to read and sign said deposition both verbally and
 17 in writing. If the deponent fails to execute and
 18 return foregoing Signature of Deponent page within
 19 the thirty (30) days allowed pursuant to the Rules
 20 of Civil Procedure, the original transcript may be
 21 filed with the court.

23 Terri L. Brusseau, RPR, CRR
 24 My Commission expires
 25 March 24, 2016.

Page 35

1 CERTIFICATE OF REPORTER
 2 I, Terri L. Brusseau, Registered
 3 Professional Reporter and Notary Public for the
 4 State of South Carolina at Large, do hereby certify
 5 that the foregoing transcript, Pages 1 through 36,
 6 is a true, accurate and complete record.
 7 I further certify that I am neither related
 8 to nor counsel for any party to the cause pending
 9 or interested in the events thereof.
 10 Witness my hand, I have hereunto affixed my
 11 official seal this 14th day of January, 2011 at
 12 Charleston, Charleston County, South Carolina.

23
 24 Terri L. Brusseau, RPR, CRR
 25 My Commission expires
 March 24, 2016.

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EXHIBITS

(No exhibits proffered)

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE #0725187

GEORGE W. THOMAS	)	
	)	
CLAIMANT,	)	SC WORKERS' COMPENSATION COMMISSION
	)	
VS.	)	
	)	HEARING OF
5 STAR TRANSPORTATION)	)	
EMPLOYER,	)	GEORGE W. THOMAS
	)	
AND	)	VS
	)	
SC UEF	)	5 STAR TRANSPORTATION, LLC
CARRIER.	)	

This is the Transcript of the South Carolina workers' Compensation Hearing of George Thomas v 5 Star Transportation, LLC, taken before Gloria Davis, a Court Reporter and Notary Public in and for the State of South Carolina, commencing at the hour of 3:43 P.M., Thursday, October 28, 2010, at North Charleston City Hall, 2500 City Hall Lane, North Charleston, South Carolina.

COPY

REPORTED

BY

GLORIA DAVIS

PALMETTO COURT REPORTING
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APPEARANCES

FOR THE CLAIMANT:
Malcolm M. Crosland, Jr., Esquire
Steinburg Law Firm
61 Broad Street
P.O. Box 9
Charleston, SC 29402-0009

FOR THE EMPLOYER/CARRIER:
Byron P. Roberts, Esquire
Roberts Law Group
161 Chapin Road
P.O. Box 670
Chapin, SC 29036

Lisa C. Glover, Esquire
South Carolina Uninsured Employer's Fund
And Second Injury Fund
220 Executive Center Drive, Suite 119
Columbia, SC 29210

ALSO PRESENT:

Mr. Joseph Mazyck
Ms. Ingrid Long
Mr. William Long

*Reporter's Note: -- Indicates incomplete thought or sentence, trailing off or interruption by speakers.

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STIPULATIONS

Commissioner Wilkerson: Today's date is October the 28th, 2010. We're here in reference to Workers' Comp File Number 0725187. The Claimant on this case was George W. Thomas, who died as a result of the accident of 11/19 of '07. His Attorney on this case is Malcolm Crosland. The employer on the case here today is 5 Star Transportation, LLC, excuse me; their Attorney in reference to this case is Byron Roberts. The UEF is also represented here today by Lisa Glover. We did agree that the average weekly wage is five hundred and sixty-five dollars and sixteen cents (\$565.16), thus the comp rate would be three seventy-seven, oh-nine (\$377.09). Are there any objections to APA's, jurisdiction, venue -- excuse me -- venue, or any other items, Mr. Crosland?

Mr. Crosland: None from the Claimant.

Commissioner Wilkerson: Mr. Roberts?

Mr. Roberts: None from the Defense.

Commissioner Wilkerson: Ms. Glover?

Ms. Glover: None from the Fund.

Commissioner Wilkerson: Thank you all. Without objection the Commission's file becomes a part of the record with the exception of self-serving

1 declarations and unstipulated medical reports.
2 We're here today on a form 52/53. So, at this
3 time I'll ask Mr. Crosland to put his position on
4 the record. Let me so state before we get started
5 that I have agreed to leave this open until we get
6 the deposition taken of Cynthia A. -- is
7 S-C-H-A-D-D-L, MD, PhD, Forensic Pathologist? My
8 understanding is, Byron, you're going to schedule
9 that deposition --

10 Mr. Roberts: Yes, sir.

11 Commissioner Wilkerson: -- as soon as reasonably
12 possible, hopefully, in the next couple of weeks.
13 So, I'll leave it open until that deposition comes
14 in. Number 2 is, I did agree to let Memorandum of
15 Law come in on one (1) specific issue that Malcolm
16 had brought up. He'll address that in his -- in
17 his position. And I also agreed for Byron to have
18 his opportunity to address and/or readdress that
19 Memorandum as well. And, Lisa, I don't think you
20 had a position other than your position is that of
21 Mr. Roberts?

22 Ms. Glover: Correct.

23 Commissioner Wilkerson: All right. Both parties
24 -- okay. Anything else that I missed before you
25 put your position on the record?

1 Mr. Crosland: I don't think so.

2 Commissioner Wilkerson: Okay. Thank you.

3 Malcolm?

4 Mr. Crosland: Yes, sir. Thank you, Your Honor.

5 We take the position that the death of Mr. George

6 Thomas that occurred on November 19th, 2007, arose

7 out of and occur -- and occurred within the course

8 and scope of Mr. Thomas' employment with 5 Star

9 Transportation. Mr. Thomas was an employee of 5

10 Star at the time of his wreck and he was charged

11 with duties and responsibilities of a bus driver

12 transporting folks to places: New York, New

13 Jersey or to gamble at Atlantic City; to Alabama,

14 down to Florida to catch cruises and to return --

15 bring people back when they had finished their

16 cruises; that was the nature of his job. He drove

17 essentially what would be -- what we would all

18 recognize as sort of a Trailways type bus. Mr.

19 Thomas' death occurred in November of 2007, while

20 he was in the course and scope of his duties as

21 the bus driver taking a group of folks, I believe,

22 to Florida. The truck ran off of the road after

23 he lost consciousness, crashed, and as a result of

24 that crash he sustained massive, massive, internal

25 injuries that led to his death at the scene. We

1 have provided Your Honor with a report from the
2 medical Examiner who actually did the autopsy of
3 Mr. Thomas. She has opined that it is not the
4 aneurysm that he had at the same time that may
5 have caused him to lose consciousness and lose
6 control of -- of the bus; that's not what killed
7 him. What killed him was the massive trauma that
8 he received as a result of the -- the wreck;
9 there's no question in her mind as to that. And
10 that's what we have to prove, is did the
11 Claimant's death arise out of and occur within the
12 course and scope of his employment? He had other
13 health concerns; that's not our problem and that's
14 not what the Statute requires us to establish.
15 Even if the Defendants were to argue to this court
16 successfully that, well, it was the aneurysm that
17 led him to lose control of the bus and crash, and
18 it was then those injuries that he sustained in
19 the crash that caused his death, even if they were
20 to argue that, the Increased Danger Rule prevails
21 and it says that if you are in -- if your -- if
22 part of your job, your employment, requires you to
23 be working in a place of increased danger, such as
24 at heights or such as operating machinery that if
25 you lost consciousness would you put in a heighten

1 sense of danger and lead to your death, then it
2 doesn't matter why you lost consciousness. All
3 that matters is the nature of your job puts you in
4 an increased danger and as a result of that you
5 sustain injury or death the case becomes
6 compensable. And that is a recognized principle
7 of Workers' Comp Law both in North Carolina, South
8 Carolina and in most states in the union. And as,
9 Your Honor, has indicated you have kindly left the
10 record open for us to provide you a brief on that
11 point, which I will do within the week.

12 Commissioner Wilkerson: Okay. Thank you.

13 Mr. Crosland: In addition, Your Honor, the second
14 point in the -- the -- in this case, a problem, is
15 unfortunately Mr. and Mrs. Thomas were married in
16 September of 2006. Unfortunately, at that time
17 Mr. Thomas was also married to another woman; he
18 had not yet obtained a divorce. And, therefore,
19 the Claimants would agree that that initial
20 marriage, ceremonial marriage, between Mr. and
21 Mrs. Thomas was void ab initio because he had not
22 yet obtained a divorce and there was a bar or
23 impediment legally to that marriage. Mr. Thomas,
24 for whatever reason, decided in February of 2007,
25 and that order of divorce decree is obtained in

1 the APA's on file, he did go ahead and get a
2 divorce from that prior wife. It is our
3 contention that after February 9th of 2007, when
4 he obtained that divorce, that both he and Ms.
5 Thomas continued to live as common Law husband and
6 wife. They held themselves out to everyone in the
7 community as husband and wife. They treated each
8 other as husband and wife. Of course, Ms. Thomas
9 did not know there was an impediment to begin
10 with; so, nothing changed in her mind. She was
11 firmly convinced that Mr. Thomas was at all times
12 after September of '06, her Lawful husband. So,
13 we believe that they established and there will be
14 in the records sufficient evidence to support the
15 finding that they established a Common Law
16 marriage, and that by virtue of them being husband
17 and wife there is, of course, a presumption under
18 the Act that Ms. Thomas is his dependent, whole
19 dependent, and that she would be entitled to the
20 death benefits due under the Act. Even if the
21 court was to decide that, well, I'm not sure that
22 there is a Common Law marriage that was
23 established, our position is -- is that the
24 application of the Putative Marriage Doctrine is
25 tailor made for this particular claim and that you

1 do have the authority to apply the Putative
2 Marriage Doctrine; although there is no precedent
3 for it in South Carolina The courts have talked
4 about it. Because the issue was not squarely
5 raised by the parties in prior cases it's not the
6 Law of the State in terms of reported case Law but
7 that certainly does not prevent this court or any
8 other court from applying the Putative Marriage
9 Doctrine as well. You don't have to have a
10 reported case on it. It's a recognized principle
11 of Law, well documented and supported by states
12 around the union, and I've provided, Your Honor,
13 with a brief to that effect citing the myriad of
14 cases in this State that applied the Putative
15 Marriage Doctrine. The Social Security
16 Administration applies the Putative Marriage
17 Doctrine. In fact, it is the Putative marriage
18 Doctrine that allows Ms. Thomas to receive a
19 portion of Mr. Thomas' Social Security death
20 benefits by application of that -- that doctrine.
21 So, it's our position, Your Honor, that under any
22 scenario, whichever way you turn this Rubik's
23 cube, Ms. -- Ms. Thomas is entitled to the death
24 benefits by the virtue of Mr. Thomas' accident
25 occurring and arising out and in the course and

1 scope of his employment. The cause of death was
2 not an aneurism; in fact, the report from the
3 County Medical Examiner says he would have
4 survived that. It is the massive injuries that he
5 sustained that killed him and that's what we have
6 to prove; then the issue is who were the
7 dependants. And I would also -- Your Honor, I
8 think the only other issue that perhaps you didn't
9 touch on was the dependency --

10 Commissioner Wilkerson: It was. I was going --

11 Mr. Crosland: -- issue.

12 Commissioner Wilkerson: -- once Byron got up I
13 was going to say --

14 Mr. Crosland: Yes.

15 Commissioner Wilkerson: -- he does have the right,
16 obviously, to supply me the dependency --

17 Mr. Crosland: Yes.

18 Commissioner Wilkerson: -- information if found

19 --

20 Mr. Crosland: Yes.

21 Commissioner Wilkerson: -- compensable.

22 Mr. Crosland: Yes, sir. What -- what I suspect
23 what will happen is once that investigation is
24 concluded -- and again this, as you said, Your
25 Honor, the case has been pending for I don't know

1 how long. Once it's turned in I suspect what it
2 will find is that the only dependant would have
3 been Ms. Thomas. And if that's the case I don't
4 think we'll need to reopen the record. We can
5 stipulate to that, I think, but we -- we'll see.

6 Mr. Roberts: And I -- no I have no --

7 Commissioner Wilkerson: You have no objection to
8 that, I don't think?

9 Mr. Roberts: -- no object to that. I -- I'll be
10 brief, Your Honor. Commissioner, I apologize, and
11 very briefly with regard to the compensability of
12 the claim. It's, of course, the position of the
13 Defendant that this accident did not arise out of
14 the employment because of the aneurism that Mr.
15 Thomas sustained or suffered. It was subsequent
16 to the aneurism and on page 13 of the APA
17 Submissions of the Claimant, the autopsy report,
18 it's the first page of the autopsy report, as well
19 as the conclusion in that report, that the
20 aneurism did, in fact, occur prior to this
21 accident and that would remove it from his
22 employment because it didn't arise out of it. I
23 -- I will reserve my full argument for that in the
24 Memorandum that -- that you have -- that you will
25 allow us to submit on that issue. I believe

1 that's the -- the question about this Increased
2 Danger Rule?

3 Commissioner Wilkerson: Well, it is but I think he
4 was going to submit that --

5 Mr. Crosland: On the Increased Danger Rule.

6 Commissioner Wilkerson: -- the Increased Danger
7 Rule --

8 Mr. Roberts: Okay.

9 Commissioner Wilkerson: -- but not on --

10 Mr. Roberts: Okay. Yes, sir.

11 Commissioner Wilkerson: -- the position of the
12 party; you've got to put that on the record.

13 Mr. Roberts: Well, okay. I understand that and
14 that is our position; it didn't arise out of the
15 employment because this aneurism occurred before
16 the accident and that we're not familiar with any
17 Increased Danger Rule that would otherwise make
18 this a compensable claim. We'll brief that in
19 more detail as well as the opinions of Dr.

20 Schandl. Now, of course, there is no allegation
21 that there was anything unusual or extraordinary
22 or anything unusual or -- or -- some exertion --
23 some other unusual exertion or stressor about the
24 employment which brought about the aneurism that
25 -- that subsequently led to the accident. So,

1 it's out position this did not arise out of the
2 employment and it is therefore not compensable.
3 Now, with regard to Ms. Thomas' dependency, her
4 alleged dependency -- and forgive me, Your Honor,
5 I don't want to turn this into a ping-pong of
6 memoranda being submitted, and I should have
7 thought of this and said something in our
8 pre-hearing conference, but this is the first --
9 this Memorandum of Law that was submitted
10 outlining the argument of counsel and the Claimant
11 for her common Law or Putative Marriage Doctrine,
12 this was the first, I believe, that the Defendants
13 have seen of this Memorandum. And I'd also like
14 the opportunity to respond briefly. I -- I
15 believe the Commission's file includes the -- the
16 briefs that were submitted for the hearing, the
17 appeal hearing that went forward last year. But I
18 -- I would just like the opportunity to submit a
19 brief summary in response to this memorandum and
20 in addition to the argument that -- or at least
21 the position that I'll put on the record this
22 afternoon. Again, I --
23 Commissioner Wilkerson: The memorandum -- excuse
24 me -- the Memorandum of Law that --
25 Mr. Roberts: -- yes --

1 Commissioner Wilkerson: -- Mr. Crosland turned in
2 today?

3 Mr. Roberts: -- turned in today. That's the first
4 I've seen it. I know it was noted in his
5 pre-hearing brief but it wasn't included with the
6 pre-hearing brief that I received.

7 Mr. Crosland: I think it was noted, Your Honor,
8 and not only that but when the parties argued
9 before the Appellant Panel those are the precise
10 issues that were raised and it's very much the
11 same brief that I presented to the Appellant Panel
12 on the very issue of common law marriage and the
13 very issue of the Putative Marriage Doctrine.
14 There is no surprise here, Your Honor --

15 Mr. Roberts: Their brief --

16 Mr. Crosland: -- it was in our brief and we've
17 always briefed it once.

18 Mr. Roberts: -- well, in fact -- if that's the
19 case then I would object to the submission of
20 memorandum and would just have the parties
21 reference the memoranda that were submitted for
22 the appeal hearing that were already in the file.

23 Commissioner Wilkerson: Well, it's part -- it was
24 -- it's part of the file anyway.

25 Mr. Roberts: Yes, sir. But it --

1 Commissioner Wilkerson: So -- so, it doesn't
2 matter.

3 Mr. Roberts: -- so, I would pray that you -- your
4 reference our -- our Respondent's Memorandum that
5 we submitted for the appeal hearing.

6 Commissioner Wilkerson: Yes. I review everything
7 that's in the file.

8 Mr. Roberts: Okay.

9 Commissioner Wilkerson: So, it's in here.

10 Mr. Roberts: Okay.

11 Commissioner Wilkerson: Yes. It doesn't matter.

12 Mr. Roberts: All right. But -- but as far as our
13 position on the record --

14 Commissioner Wilkerson: I'll allow that in,
15 obviously, because it's already a part of the --
16 already -- it goes back to the Appellant Panel.

17 Mr. Roberts: -- yes, sir.

18 Commissioner Wilkerson: Okay.

19 Mr. Roberts: Now, as far as our position for the
20 record for this hearing this afternoon, I think
21 it's quite clear that -- that Ms. Thomas is not
22 alleging that she was actually legally married to
23 Mr. Thomas at the time because I believe that on
24 the record at the prior hearing there was a
25 stipulation by counsel for Ms. Thomas at the time

1 that that was a void marriage because of the
2 subsequent -- the -- the marriage ceremony in
3 September 2006, and then the subsequent
4 finalization of Mr. Thomas' divorce in February of
5 2007, rendered that marriage void ab initio. So,
6 the question is whether this thing, this
7 relationship -- and forgive me, I didn't mean to
8 refer to it as a thing -- but this relationship
9 was somehow transformed into a Common Law
10 relationship because there was -- number one (1),
11 there was no recognition of an impediment to their
12 marriage. Number two (2), there was no
13 acknowledgment of the removal of that impediment.
14 And then there was no subsequent ratification of
15 the relationship either by a ceremony by -- in
16 which that Mr. And Ms. Thomas were remarried or
17 married, or was there a declaration or some other
18 -- they just continued to operate business as
19 usual as far as calling themselves husband and
20 wife, which would be totally expected. It was
21 nothing new, nothing different than the way they
22 had been -- they didn't call themselves -- there's
23 no admission -- no -- nothing that's been
24 submitted that they called themselves husband and
25 wife before September of 2006. Only subsequent to

1 that marriage ceremony did they call themselves
2 husband and wife. So, all of that was done based
3 on the presumption that they were, in fact,
4 legally married. It had nothing to do with, okay,
5 it's going to be a Common Law Marriage. And it's
6 -- so, we would submit that there is -- that
7 despite counsel's argument, the case law in South
8 Carolina is very clear and, in fact, for that case
9 which is cited they knew of the impediment at the
10 time they started living together and they
11 eventually considered themselves husband and wife.
12 So, that -- that case is, I think, clear that
13 there has to be an acknowledgment and then the
14 agreement after the fact that they're now being
15 married. Finally, the Putative Marriage Doctrine,
16 we would submit that just because it may be the
17 law in other states, just because it may be a
18 part of the Social Security's regulations, the
19 Commission, with all due respect, does not have
20 the authority to make that the law of the case or
21 the law of the land. As counsel has acknowledged
22 that it's not the law in South Carolina. It's
23 been cited in one (1) case, not cases, and not by
24 courts, plural. One (1) case it was referenced
25 but it was not -- it was not holding the case and

1 it's not the law of the land. And I believe in a
2 lot of cases that the court was clear that it's
3 not the law of the land and that they weren't
4 making it the law of the land. So, the Commission
5 is not a -- a -- a tribunal which can make laws
6 such as that or to apply law that's not the law of
7 the State. And we submit that that argument is
8 well addressed. Thank you.

9 Commissioner Wilkerson: But if it is a --
10 compensable injury as outlined then proceeds, if
11 any proceeds, if not to the dependent and/or
12 common law wife would revert back to, I think --
13 didn't we say 42-9-400?

14 Mr. Roberts: Yes, sir. I -- I believe that's what
15 the Statute --

16 Ms. Glover: Right. Right.

17 Commissioner Wilkerson: It's what the Statute
18 calls for, which --

19 Mr. Roberts: -- right.

20 Commissioner Wilkerson: -- directly goes back to
21 the Second Injury Fund --

22 Mr. Crosland: Which is being dissolved.

23 Commissioner Wilkerson: -- which is being
24 dissolved but I don't -- I don't know --

25 Mr. Roberts: That's not --

1 Commissioner Wilkerson: -- currently without
2 further reading, and I may ask both of you all
3 that, is that if it ties to the date of accident,
4 date of death is the same thing, or the date of
5 the hearing, it's not dissolved until --

6 Ms. Glover: 2013.

7 Commissioner Wilkerson: -- 2013; so, that's going
8 to be way before --

9 Mr. Roberts: -- that'll -- that'll be an issue
10 that some -- some higher authority will have to --

11 Commissioner Wilkerson: -- that -- that it should
12 be -- yes. It should be -- I mean, I'm not saying
13 this appeal might not take to 2013. But that
14 would be -- if -- if it is compensable it's --
15 there will be proceeds coming out of this to
16 someone whether it be the common law wife, the
17 dependent, and/or under 42-9-400 the Second Injury
18 Fund.

19 Mr. Crosland: Right.

20 Commissioner Wilkerson: I just want to make sure
21 everybody understands. I know you -- the
22 Attorneys do. I just want to make sure nobody
23 leaves here, since we've got employers here.
24 Thinking that if you went on her not getting it,
25 for no better term, that if it is compensable, the

1 money is going somewhere.

2 Mr. Roberts: Yes, sir.

3 Commissioner Wilkerson: Okay. And as long as we
4 can understand that, okay?

5 Mr. Crosland: I should have brought my client in
6 here, Your Honor. I'll have to go get her --

7 Commissioner Wilkerson: No, no, that's fine. I'm
8 sorry.

9 Mr. Crosland: -- and I -- just briefly, Your
10 Honor. I -- I don't want to beat a dead horse
11 but, again, with regard to the establishment of a
12 Common Law Marriage. Again, once the impediment
13 has been removed there is no longer a marriage, a
14 valid marriage, there can be -- there must be a
15 new mutual agreement to enter into a Common Law
16 Marriage. This agreement can be shown to exist by
17 preponderance of the evidence. A formal
18 declaration to enter into a Common Law Marriage is
19 not required. Evidence can be gathered from the
20 conduct of the parties. I mean, that is what --
21 exactly what you're entitled to do, Your Honor.
22 And that evidence --

23 Commissioner Wilkerson: Okay.

24 Mr. Crosland: -- can be gathered from conduct of
25 the parties as provided to you by witnesses.

1 Commissioner Wilkerson: I understand. All right,
2 let's -- do you want to get your client in? I'm
3 sorry.

4 Mr. Crosland: Yes, sir. I'm going to go grab her
5 and I'm going to call Mr. Mazyck.

6 Commissioner Wilkerson: Okay.

7 Court Reporter: Can we go off the record until he
8 brings the witness in?

9 Commissioner Wilkerson: Yes. Let's go off the
10 record.

11 (OFF THE RECORD)

12 Commissioner Wilkerson: And, Malcolm, I think you
13 said you wanted to call -- hold on, I wrote it
14 down, I think, somewhere. Mr. Mazyck, is that --
15 Mr. Crosland: Mazyck.

16 Commissioner Wilkerson: -- Mazyck?

17 Mr. Crosland: Yes, sir.

18 Commissioner Wilkerson: Mr. Mazyck first because
19 he has a --

20 Mr. Crosland: Yes, sir.

21 Commissioner Wilkerson: -- a prior engagement or
22 a schedule problem. So, Mr. Mazyck, I'm going to
23 get you to come up here and go ahead and get you
24 to sit right here. We're going to swear you in
25 and take your testimony to begin with, okay?

1 Witness: Yes, sir. Yes, sir.

2 Commissioner Wilkerson: Raise your right hand.

3 I'll have the Court Reporter to swear you in.

4 whereupon,

5 JOSEPH S. MAZYCK, being duly sworn and cautioned
6 to speak the truth, the whole truth, and nothing but
7 the truth, testified as follows:

8 Court Reporter: Please state your full name for
9 the record.

10 Witness: My -- my full name is Joseph S. Mazyck.

11 Court Reporter: Thank you, sir.

12 Commissioner Wilkerson: Thank you, Mr. Mazyck.

13 DIRECT EXAMINATION

14 By Mr. Crosland:

15 Q. Mr. Mazyck, where do you live, sir?

16 A. I live in North Charleston, South
17 Carolina, 29405.

18 Q. And are you employed?

19 A. I was employed sixteen (16) years with Military Sealift
20 Command. I'm on disability retirement at this time.

21 Q. Okay. And do you have any other vocations other than
22 with Military Sealift Command; do you have any other
23 jobs?

24 A. I have a place of business.

25 Q. And where is that?

1 A. My place of business is 2247 Mott Avenue, North
2 Charleston, South Carolina, 29405.

3 Q. And what is that business?

4 A. It's a barber and a beauty salon.

5 Q. Okay. And how long have you been operating that
6 business?

7 A. Since '96, 1996.

8 Q. And the name is what?

9 A. JC and Shannon Exclusive Barber and Beauty Salon.

10 Q. Okay. Do you know Ms. Thomas who is here with us
11 today?

12 A. I know Ms. Thomas' sister for about thirty-five (35)
13 years and I knew Ms. Thomas through her sister.

14 Q. Okay. How do you know her sister?

15 A. I know her sister, I was raised up in the neighborhood
16 as a kid.

17 Q. All right. And did you know Ms. Thomas, who is with us
18 today, Ms. Emily Thomas; did you know her husband?

19 A. Yes. I know Mr. George through Ms. Thomas. I know Mr.
20 Thomas through Ms. Thomas.

21 Q. All right. And did you see Mr. Thomas, George Thomas,
22 with Ms. Thomas from time to time prior to his death?

23 A. Yes, I have. Yes, I have.

24 Q. And how --

25 A. And that's how -- that's how I met Mr. George through

1 Ms. Thomas.

2 Q. -- and how would you see him?

3 A. He would come up on his motorcycle. She would be to
4 her sister's house who I know for thirty-five (35)
5 years, and Mr. George would come there to see if she's
6 at the house.

7 Q. Okay. And where is Ms. Emily Thomas' house in
8 relationship to your business?

9 A. Ms. Emily sister's house is right next to my business.

10 Q. The salon and barber shop?

11 A. Yes, barber -- exactly.

12 Q. How frequently would you see Mr. Thomas before he
13 passed away in November of 2007?

14 A. I'd see Mr. George pretty regular. I would see him
15 because I worked outside my salon. I do a lot of work
16 on the outside of it and I would see Mr. George pretty
17 regular when he was looking for his wife.

18 Q. And prior to November of 2007, did you see Mr. Thomas
19 on his motorcycle?

20 A. Yes, I seen him several times.

21 Q. And how soon before November of 2007, do you recall
22 seeing him?

23 A. Right at about August. Right around August.

24 Q. What happened in August of 2007?

25 A. Mr. -- Mr. George, he -- I was working on the outside

1 and he came by and he asked me if I'd seen his wife and
2 I told him I saw her earlier but she was -- she had
3 left.

4 Q. And how did he refer to Ms. Emily's house?

5 A. His wife. His wife.

6 Q. Between February of 2007, and Mr. Thomas' death that
7 occurred in November of 2007, do you recall any other
8 instances where Mr. Thomas, George Thomas, referred to
9 Ms. Emily Thomas as his wife?

10 A. Yes. Every time when he -- whenever he comes out and
11 I'm out there working he would ask me if I seen his
12 wife. Even before he would go into her sister's house
13 he would run into me first because I'm out there
14 working at my salon and he would ask me if I seen his
15 wife. And if she's in the house I will tell him his
16 wife was in there, at her sister's house. And if I
17 seen her left I would tell her -- I would tell him that
18 she left while -- while -- what -- in whatever vehicle
19 she left in.

20 Q. Any other particular interactions with Mr. George
21 Thomas in February of 2007 and November of 2007, other
22 than what you've told us?

23 A. No. No. No. No.

24 Q. Okay.

25 Mr. Crosland: Your Honor, that's all I have for

1 this witness.

2 Commissioner Wilkerson: Byron?

3 CROSS-EXAMINATION

4 By Mr. Roberts:

5 Q. Mr. Mazyck, are you here this afternoon under a
6 subpoena?

7 A. Yes, I'm here on a subpoena.

8 Q. Okay. Did they serve you and gave you a subpoena To
9 come here today?

10 A. Well, they -- they -- yes, they tell me to come here
11 today.

12 Q. Did they ask you to come?

13 A. They asked me to come, right.

14 Q. You didn't get like a formal piece of paper that said
15 you have to be here?

16 A. No. No, no. They didn't made me come here. I'm on --
17 I'm here on my own.

18 Q. Okay. And -- and just at their request.

19 Mr. Roberts: And, Your Honor, if I just -- may
20 stand?

21 Commissioner Wilkerson: Yes. Oh, absolutely, yes.

22 Q. If it's distracts you --

23 A. No, it doesn't. It doesn't.

24 Q. -- I'm sorry.

25 A. No. Not at all.

1 Q. I don't mean to -- to intimidate you; I'm certainly
2 not.

3 A. Not -- not at all. Not at all.

4 Q. Now, you -- you go a good ways back knowing Ms.-- Ms.
5 Emily?

6 A. Her sister. I know her sister for thirty-five (35)
7 years.

8 Q. Okay. And -- and about how long have you --

9 A. Known Ms. Emily?

10 Q. -- yes.

11 A. I would say probably -- about between ten (10) and
12 twelve (12) years.

13 Q. Okay. So, you knew her when she was Emily Moore?

14 A. Yes. I don't know her -- I didn't knew her last name
15 but if that's her last name, yes.

16 Q. Okay. So, you knew her as Emily for about -- you --
17 you've been knowing her ten (10) or twelve (12) years
18 --

19 A. Right.

20 Q. -- and that would put it back until about eight (8) or
21 nine (9) years? well, let me -- let me ask you this.
22 Scratch that. When -- when did you start knowing Mr.
23 George Thomas?

24 A. Through Ms. Emily.

25 Q. Okay. When -- when would that have been approximately;

1 do you remember?

2 A. Probably 2006. Probably about the latter part -- about
3 -- about the middle part of 2006.

4 Q. About the middle part of 2006?

5 A. Yes.

6 Q. Do you remember when they got married?

7 A. Not exactly. I don't remember exactly when they got
8 married.

9 Q. Okay.

10 A. No, not exactly.

11 Q. All right. And at some point from the -- let me ask
12 you this. When -- when -- okay. So, you met them in
13 2006, the latter part of 2006, you said?

14 A. I met Mr. George in the latter part of 2006. I met Ms.
15 Emily years before I met Mr. George.

16 Q. Okay. All right. And at the time you met them in the
17 latter part of 2006, they introduced themselves as
18 George and Emily Thomas?

19 A. No. He introduced -- she introduced him to me as her
20 -- as her companion.

21 Q. Okay. And -- and when was that in 2006?

22 A. Probably the middle part. The middle --

23 Q. The middle part?

24 A. -- middle, the latter part of 2006.

25 Q. Okay. Did you go to their wedding?

1 A. No, I didn't go to the wedding. I don't --

2 Q. Did you know about it?

3 A. -- I actually don't remember the wedding.

4 Q. Okay.

5 A. No, I didn't went to the wedding.

6 Q. Okay. So, they didn't have a wedding then?

7 A. Well, I don't know if they had a wedding or not because
8 I wasn't there.

9 Q. Right. So, first she introduced him as her companion?

10 A. Right. Right.

11 Q. And then later in 2006, she introduced him as her --
12 her husband?

13 A. Well, Mr. George -- Mr. George would come and ask me if
14 I'd seen his wife.

15 Q. Okay.

16 A. You know, it was a time before they got -- before they
17 got married Mr. George would come and he would ask me
18 if I seen Emily.

19 Q. Okay.

20 A. And it was a change -- it was a change from Ms. Emily
21 to my wife.

22 Q. Okay.

23 A. So, I'm -- I'm assuming that they did got married
24 because he -- when -- when she first introduced me to
25 him in 2006, and Mr. George would come out and he'd see

1 me at the shop he would ask me if I seen Emily. And in
2 2007 he would ask me a change from Emily to his wife;
3 so, I'm assuming that they did got married.

4 Q. Okay. Then he started talking about her in terms of
5 his wife in -- after what, a few months after you met
6 him; is that right, 2006?

7 A. I would say probably -- say about eight (8), nine (9)
8 months maybe; not quite a year, about eight (8), nine
9 (9) months. Yes. Say -- say right about -- about
10 eight (8) -- eight (8), nine (9) months.

11 Q. Okay. And why do you remember this time frame?

12 A. why -- why do I remember this time frame? Because I
13 can remember the year. I can remember the year that
14 Mr. George -- Ms. Emily introduced me to Mr. George
15 because that's -- actually that's when I first met Mr.
16 George, in 2006.

17 Q. Okay.

18 A. I remember 2006. And the reason why I can remember
19 those dates is because when he passed -- you know, when
20 he passed in -- in -- in, I think it was November,
21 October -- about October of 2007, he passed; that's why
22 I can remember the years from 2006 to 2007.

23 Q. About how -- how often did you see him do you think?

24 A. I saw Mr. George -- he would ride through pretty often.
25 You know, he would ride -- he would ride through pretty

1 often.

2 Q. Was that throughout the entire time after you first met
3 him?

4 A. Yes, from the time that I met him. Because when he
5 come through, he's coming through to look for her. The
6 -- the area that I live in, it has two (2) streets.
7 And the street that I'm on is -- he would come through
8 that street to get to her sister's house and her
9 sister's house is -- it's actually not even five feet
10 (5') from my shop. It's -- it's right about three (3')
11 -- about three (3'), four feet (4') from my -- my shop.

12 Q. And what -- what do you know about this case?

13 A. I really don't know nothing about -- I really don't
14 know nothing about the case.

15 Q. Okay.

16 A. I -- I don't know nothing. I only know what you all
17 was talking about back there. I know that they were --
18 I -- I think that they were saying that Ms. Emily was
19 not his biological wife. I mean, he -- she was not his
20 wife by marriage because of -- I don't know. I -- I
21 really don't know. I -- I don't know the details.

22 Q. Then you were in the courtroom with the discussion
23 about all that?

24 A. Yeah. Well, I was back there when you all was
25 discussing the matter of whether she is entitled as the

1 wife or common law wife, you know, that's -- that's
2 about what I know about it.

3 Q. And you've met Mr. Crosland, previously?

4 A. Yeah, I met -- I met Mr. Crosland when he asked me if I
5 would testify on Ms. Emily's behalf as Mr. George being
6 her husband. And I told him sure because I -- I --
7 that's Mr. George -- before Mr. George passed that's
8 what he called her, his wife. That's what I knew and
9 that's what I'm testifying to.

10 Q. Okay. Did you meet with him or talk to him on the
11 phone?

12 A. Mr. Crosland?

13 Q. Yes.

14 A. I -- I met with him.

15 Q. Okay. How long ago was that?

16 A. I couldn't tell you. I couldn't tell you. Probably --
17 probably two (2) or three (3) months ago.

18 A. Okay. And was he the one that asked you to be here
19 today or did Ms. Thomas?

20 A. No. Ms. Emily asked me -- Ms. Emily asked me to be
21 here.

22 Q. Okay.

23 A. Because Ms. Emily knows that I know her husband, Mr.
24 George.

25 Q. And if they went -- if they went and got married, you

1 know, went down and said --

2 A. Well, I'm going by Mr. -- what -- what I'm going by,
3 I'm going by Mr. George's testimony.

4 Q. -- I -- I understand that.

5 A. If -- if -- for an example -- for an example, of you're
6 still calling this -- this lady here by her first name
7 and several months later you come to me and say my
8 wife, I'm going to go by your testimony. She changed
9 from being your companion -- I mean, your companion to
10 your wife.

11 Q. And -- and if we went down and put our hands on the
12 Bible and said I do, then would be pretty normal,
13 wouldn't it?

14 A. What do you mean?

15 Q. I mean if we went down and stood in front of the JP and
16 put our hands on the Bible and said I do --

17 A. Yes. Yes. Yes.

18 Q. -- you'd -- you'd call-- I mean, you'd call me your
19 wife, wouldn't you, if that's what we did?

20 A. You -- you're about to lose me. You -- you've got to
21 do better than that.

22 Commissioner Wilkerson: I'm trying to find out
23 where we're going --

24 A. We -- we'd -- we'd

25 Commissioner Wilkerson: -- find out what the JP

1 is.

2 Q. The Justice of the Peace

3 Commissioner Wilkerson: There you go.

4 Q. -- or the preacher, or somebody.

5 Commissioner Wilkerson: There you go.

6 A. Yes. Yes. Yes.

7 Q. And you went down -- you'd -- you'd call that person
8 your husband or wife?

9 A. Yes. Yes. That's -- that's -- yeah, that's what you
10 do. Yes.

11 Q. Okay. Okay. All right.

12 Mr. Roberts: I have no further questions of Mr.
13 Mazyck.

14 Commissioner Wilkerson: Anything else?

15 Mr. Crosland: Nothing further from this witness.

16 Commissioner Wilkerson: Sir, can we let -- I'm
17 sorry. I'm sorry.

18 Ms. Glover: It's just a couple of questions.

19 CROSS-EXAMINATION

20 By Ms. Glover:

21 Q. Mr. Mazyck, between the time you said that Mr. Thomas
22 was calling Emily his -- by her first name and then
23 switched over to calling her his wife --

24 A. Right.

25 Q. -- you said that he started calling her wife sometime

1 in 2007?

2 A. Yeah. It was in 2007, right at probably May, June. He
3 would ride through on his motorcycle and say --

4 Q. So, it wasn't very long before he passed away?

5 A. -- yeah. It wasn't very long before Mr. George passed
6 away, right. It wasn't long before he passed away he
7 started calling her his wife.

8 Q. Okay.

9 Ms. Glover: That's all the questions I have.

10 Mr. Crosland: Nothing further, Commissioner.

11 Commissioner Wilkerson: Can we let this witness
12 go?

13 Ms. Glover: I have no objection.

14 Mr. Crosland: Yes.

15 Mr. Roberts: I have no objection.

16 Commissioner Wilkerson: Okay. Thank you. Sir,
17 you may be dismissed --

18 Witness: All right.

19 Commissioner Wilkerson: -- and you may leave.

20 Witness: All right.

21 Commissioner Wilkerson: I'm trying to get you out
22 of here.

23 Mr. Crosland: I just -- I think we'll just put --
24 go ahead and put Ms. Thomas up.

25 Commissioner Wilkerson: That's fine. I'll go

1 ahead and, Ms. Thomas, I'll have you come up here.

2 Ms. Thomas, if you'd raise your right hand we're
3 going to swear you in, okay?

4 Ms. Thomas: Okay.

5 Commissioner Wilkerson: Thank you.

6 Whereupon,

7 EMILY THOMAS, being duly sworn and cautioned to
8 speak the truth, the whole truth, and nothing but the
9 truth, testified as follows:

10 Court Reporter: Please state your full name for
11 the record.

12 Witness: Emily Thomas.

13 Court Reporter: Thank you, ma'am

14 Commissioner Wilkerson: Thank you, Ms. Thomas.
15 Malcolm?

16 Mr. Crosland: Yes, sir.

17 DIRECT EXAMINATION

18 By Mr. Crosland:

19 Q. Ms. Thomas, where do you live?

20 A.

21 Q. And how long have you lived there?

22 A. I've lived there about five (5) or six (6) years.

23 Q. And are you married?

24 A. Yes, I am.

25 Q. Currently?

1 A. Yes.

2 Q. Okay. Well, who is your husband?

3 A. George Thomas.

4 Q. Okay. Is he still with us?

5 A. Is he what?

6 Q. Is he still alive?

7 A. No, he isn't.

8 Q. Okay. But you consider yourself still married?

9 A. Yes, I am.

10 Q. Okay. When did you marry Mr. Thomas?

11 A. I married George September the 19th.

12 Q. Of what year?

13 A. '06.

14 Q. Okay. And how long had you known Mr. Thomas before you
15 all married?

16 A. I knew him about six (6) or seven (7) years before
17 then.

18 Q. All right. And were you all living together at the
19 time you got married?

20 A. Yes. Yes, we were.

21 Q. And where were you living?

22 A. We used to live at but at the time
23 of his death I had moved to

24 Q. Okay. After his death?

25 A. Yes -- no before -- after his death we were still

1 living at

2 Q. All right. And is that where you all lived after you
3 got married?

4 A. Yes.

5 Q. All right. And were you aware -- prior to your
6 marriage to Mr. Thomas in September of 2006, had he
7 been -- had he been married on any prior occasion?

8 A. He'd been --

9 Q. Had he been married before?

10 A. -- yes.

11 Q. And what was your understanding of how that marriage
12 had resolved itself?

13 A. He had told me he had his divorce and he wanted to get
14 married.

15 Q. Married to you?

16 A. Yes.

17 Q. Okay. And was he employed then when you all got
18 married?

19 A. Yes.

20 Q. Where was he working?

21 A. 5 Star Transportation.

22 Q. And what was his job there?

23 A. Driving the bus.

24 Q. Now, where did you all get married? What was the --
25 did you all have a big wedding?

1 A. No. We didn't have no wedding.

2 Q. Where did you go to get married?

3 A. Went down to the courthouse.

4 Q. And who married you?

5 A. The -- the pastor.

6 Q. Okay. And after you married Mr. Thomas in September of
7 2006, how did you all refer to one another in public?

8 A. Husband and wife.

9 Q. Okay. Did you introduce him to folks, your family?

10 A. Yes, I have.

11 Q. And how did you introduce him?

12 A. That's my husband.

13 Q. And that was after September of '06?

14 A. Yes.

15 Q. What about Mr. Thomas? Did there come a time when he
16 introduced you to his family after September --

17 A. Yes.

18 Q. -- of 2006?

19 A. That I'm his wife.

20 Q. Did you all go out and socialize after September of
21 2006?

22 A. Yes.

23 Q. What kind of places would you all go?

24 A. We would go to like the Fleet Reserve.

25 Q. What's the Fleet Reserve?

- 1 A. It was a social club for him.
- 2 Q. All right. Had he been in the military?
- 3 A. Yes.
- 4 Q. And was this a -- a retired military --
- 5 A. Yes, it is.
- 6 Q. -- social club?
- 7 A. Yes.
- 8 Q. How often would you all go?
- 9 A. Whenever he come in town and he feel like he want to go
- 10 out.
- 11 Q. When you say come in town, if he wasn't working?
- 12 A. Yes. When he wasn't working.
- 13 Q. Did his work take him out of town?
- 14 A. Sometimes -- the majority of the time.
- 15 Q. Okay. And when you all would go to the Fleet Reserve,
- 16 how were you introduced after September of 2006?
- 17 A. His wife.
- 18 Q. Did that ever change?
- 19 A. Never.
- 20 Q. After February of 2007, did you all ever go to the
- 21 Fleet Reserve?
- 22 A. Yes.
- 23 Q. And after February of 2007, do you recall any instances
- 24 where he introduced you to other members of the Fleet
- 25 Reserve Club?

- 1 A. Yes.
- 2 Q. And how did he introduce you?
- 3 A. His wife.
- 4 Q. After you all married if you met anyone who was new or
- 5 unfamiliar to you did that ever change, the
- 6 introduction of -- of you?
- 7 A. No, it never did.
- 8 Q. He introduced you as his wife?
- 9 A. His wife.
- 10 Q. Your arrangements in terms of -- of living with Mr.
- 11 Thomas, after you all married did you all share any
- 12 sorts of expenses or bills?
- 13 A. We shared mortgage, lights, gas.
- 14 Q. And how -- how -- how were you paid that, those monies?
- 15 A. He would give me money to pay the bills.
- 16 Q. And you were working at the time?
- 17 A. Yes.
- 18 Q. And you were working at MUSC?
- 19 A. Yes, I was.
- 20 Q. You're still employed at MUSC?
- 21 A. Yes, I am.
- 22 Q. And what is your job there?
- 23 A. I work at the parking garage.
- 24 Q. And what do you do there?
- 25 A. I take money and take the validations and let the

1 people go -- let them out.

2 Q. Okay. Mr. Thomas, again, what bills did he assist you
3 with?

4 A. He helped me with my mortgage, lights, and my water
5 bill.

6 Q. The house that you all lived in, whose -- who was the
7 title owner?

8 A. Emily Thomas.

9 Q. And was that the case prior to your marriage?

10 A. Yes.

11 Q. How much did he contribute in terms of the mortgage
12 payment?

13 A. He would give me like six (6) or seven (7) towards it
14 because my mortgage was a hundred (100) -- one
15 thousand, two hundred (\$1,200.00).

16 Q. And when you say six (6) or seven hundred (700); you
17 mean dollars?

18 A. Yes, for the mortgage.

19 Q. All right. How was Mr. Thomas' credit?

20 A. Bad. He didn't -- he couldn't get credit.

21 Q. Did -- did that have any effect on you all sharing any
22 kind of debts --

23 A. That's why we --

24 Q. -- or bills?

25 A. -- couldn't get anything because everywhere you go

1 they'd say he couldn't get anything because his credit
2 was bad.

3 Q. And what result did that have in terms of whose name
4 bills were in and that sort of thing?

5 A. That's why I had to put everything in my name.

6 Q. As part of Mr. Thomas' employment, did -- you were
7 aware of where he drove; is that right?

8 A. Yes.

9 Q. What kind of places would he go?

10 A. He would go, like, to take the people on cruises. He
11 would go to Atlantic City.

12 Q. Any other places you can think of?

13 A. He will go, like, different places, all over.

14 Q. Did you ever accompany him on any of those trips?

15 A. Yes, I have.

16 Q. All right. Did you have any duties or
17 responsibilities?

18 A. Yes. Serving the people on the bus.

19 Q. And were the owners of 5 Star, did you know them; do
20 you know the owners?

21 A. I don't know them but I met her when she came to my
22 house.

23 Q. Okay. Do you know whether or not the owners were aware
24 that you rode on the bus?

25 A. I couldn't say because he didn't tell me that.

1 Q. All right.

2 A. All he did was bring me.

3 Q. Okay. And after February of 2007, did you attend or
4 participate in any of the bus trips to Atlantic City
5 with Mr. Thomas?

6 A. Yes, I did.

7 Q. How many?

8 A. About three (3).

9 Q. And did you perform any services --

10 A. Yes, I did.

11 Q. -- or any duties? What were those services or duties?

12 A. Serving the people on the bus.

13 Q. And what would you serve them?

14 A. I served them soda, juice, and cakes and stuff.

15 Q. Did Mr. Thomas make any introductions of you, who you
16 were, on those trips?

17 A. Every trip.

18 Q. What would he do?

19 A. He'd say this is my wife and she's going to be serving
20 you all.

21 Q. When would he do that?

22 A. Before he said the prayer.

23 Q. What prayer?

24 A. Because he say a prayer before he takes off; before he
25 drives he say a prayer.

1 Q. Is there any kind of intercom on the bus or --

2 A. Yes. He has-- he has -- he had a speaker.

3 Q. -- and on that speaker he would introduce you?

4 A. Yes.

5 Q. As his wife?

6 A. Yes.

7 Q. Did that continue through and up to the time of his --
8 his death?

9 A. Yes, it did.

10 Q. Do you recall the last trip that you went with him on?

11 A. Yes, I did.

12 Q. And where was that?

13 A. Atlantic City.

14 Q. Do you remember when in relationship to him passing
15 away, and he passed away of course in November of '07
16 but --

17 A. Uh-huh.

18 Q. -- when in relationship to November of '07 was that
19 last trip you took with him?

20 A. I think it was two (2) months before that.

21 Q. And were you introduced to that group of people on that
22 particular trip to Atlantic City?

23 A. Yes, I was.

24 Q. Who introduced you?

25 A. George.

1 Q. And how did he introduce you to the --

2 A. My wife.

3 Q. -- people on that bus?

4 A. This is my wife and she's going to be serving you.

5 Q. Okay. Other than serving the nabs and drinks, coffee,
6 that sort of thing, did you have any other duties; did
7 you help in any other way on those trips?

8 A. No.

9 Q. Did you and Mr. Thomas share any kind of bank accounts
10 or anything?

11 A. No.

12 Q. When did you find out that Mr. Thomas had, in fact,
13 been married to someone else at the time you and Mr.
14 Thomas married in September of 2006?

15 A. Through the other lawyer I had; he told me.

16 Q. Do you know when that was in relationship to Mr.
17 Thomas' death?

18 A. After he died.

19 Q. When you all married in September of 2006, did you have
20 any idea --

21 A. No.

22 Q. -- whatsoever, that he had not gotten a divorce from
23 his wife?

24 A. No, I did not.

25 Q. And currently you receive Social Security?

1 A. Yes, I do.

2 Q. And do you receive any Social Security benefits on Mr.
3 Thomas' account?

4 A. I -- I receive --

5 Mr. Roberts: Commissioner, I would object to this.
6 This is -- there's no documentation she receives
7 Social Security benefits or the reason why.

8 Commissioner Wilkerson: Malcolm?

9 Mr. Crosland: In fact, there is, Your Honor.

10 Commissioner Wilkerson: I thought there was
11 something --

12 Mr. Crosland: It's under tab 8. There is
13 evidence that she's collecting or is receiving the
14 widower's -- widower's insurance benefits.

15 Mr. Roberts: I think that's just the application.
16 I don't know as that being the confirmation.

17 Mr. Crosland: I think she's certainly entitled,
18 Your Honor, to testify whether or not that
19 application was provided or was granted.

20 Commissioner Wilkerson: -- ma'am, did you apply
21 for Social Security on --

22 A. Yes, I did.

23 Commissioner Wilkerson: -- his behalf -- on your
24 behalf because of your relationship with George?

25 A. Yes.

1 Commissioner wilkerson: Okay. So, you applied for
2 it and -- and are you receiving any benefits from
3 --

4 A. I receive --

5 Commissioner wilkerson: -- Social Security?

6 A. I receive -- mine is greater than his; so, they gave me
7 some of his.

8 Commissioner wilkerson: Okay. So, when did you
9 start receiving that?

10 A. After his death.

11 Commissioner wilkerson: Okay. Was it shortly
12 after his death or was it three (3) months after

13 --

14 A. About --

15 Commissioner wilkerson: -- a year?

16 A. -- about three (3) months after his death.

17 Commissioner wilkerson: Okay. All right.

18 Q. Ms. Thomas, prior to you receiving those benefits did
19 anyone else apply for them as far as you know?

20 A. They say that his wife, his ex-wife, had applied.

21 Q. Okay. Did Social Security, the Administration, know
22 that there was an issue about whether or not --

23 A. Yes, they did.

24 Q. -- you all were married? I'm sorry?

25 A. Did they know what?

1 Q. Did they know that there -- that there was an
2 impediment to your marriage to Mr. Thomas?

3 A. Yes.

4 Q. Okay. And that got sorted out?

5 A. Yes. Oh, yes.

6 Q. All right.

7 A. Because I was his wife.

8 Q. And you're continuing to receive those benefits?

9 A. Yes, I do.

10 Mr. Crosland: Your Honor, I think that's all I've
11 got right now.

12 Commissioner Wilkerson: Byron?

13 Mr. Roberts: Thank you, Commissioner. May it
14 please the Commission

15 CROSS-EXAMINATION

16 By Mr. Roberts:

17 Q. Ms. Thomas, you had testified that beginning in
18 September -- after September 19th, 2006, that's when
19 you each referred to the other as husband and wife; is
20 that right?

21 A. Always until death.

22 Q. Okay. So, throughout the fall of 2006, he would -- Mr.
23 Thomas would refer to you as his wife and you would
24 refer to him as your husband?

25 A. Yes.

1 Q. And into 2007, up until his passing that never changed?

2 A. Never.

3 Q. Okay. And you were not aware that his divorce was
4 final in February of 2007; is that correct?

5 A. I never knew it.

6 Q. Okay. So, that wouldn't have been unusual for you all
7 to -- throughout that entire time, from September 2006
8 up until November 2007, to consider each other husband
9 and wife; is that right?

10 A. No reason why, no.

11 Q. Okay. And you all -- you didn't have any credit cards
12 together?

13 A. No, because his credit was bad.

14 Q. Okay. You didn't have any loans together?

15 A. Couldn't get nothing with him.

16 Q. Okay. And the home where you were living before Hoover
17 Avenue, that was your home you owned?

18 A. Yes.

19 Q. You were making the payments and you were on the
20 mortgage; is that right?

21 A. Yes.

22 Q. Okay. And then when you purchased a home on Hoover
23 Avenue that was solely in your name; is that right?

24 A. Yes.

25 Q. Okay. And then you said your mortgage payment was

1 twelve hundred dollars (\$1,200.00) a month?

2 A. Yes.

3 Q. All right. Now, how long -- how much -- let me -- let
4 me back up. You had retired from a company in New
5 York?

6 A. Yes, I am.

7 Q. It -- it's --

8 A. New York Telephone Company.

9 Q. -- okay. And you've been receiving over nine hundred
10 dollars a month from that retirement; is that right?

11 A. Yes. But I bring home -- when they get through with
12 everything they send me five (5).

13 Q. It's -- I'm just not sure I understand what you said.

14 A. When they take out everything out of the retirement
15 check I get five (5).

16 Q. Okay. Five hundred (\$500.00)?

17 A. Yes.

18 Q. Okay. And when you say take everything out you're
19 talking about taxes and --

20 A. Taxes and insurance.

21 Q. -- are you on any kind of health plan or anything, or
22 are you on Medicaid -- Medicaid -- Medi -- Medicare?

23 A. I'm on a health plan too.

24 Q. Okay. You are on a health plan through the company --

25 A. Uh-huh.

1 Q. -- retirement?

2 A. Uh-huh.

3 Q. Okay. All right. And then you also were receiving --
4 before Mr. Thomas' passing you were receiving Social
5 Security benefits; is that right?

6 A. Yes.

7 Q. About a thousand dollars (\$1,000.00) a month?

8 A. Yes.

9 Q. Okay. A thousand, thirty-three (\$1,033.00), I think,
10 is actually what it was; is that right?

11 A. Yes.

12 Q. So, your -- your retirement check was nine hundred and
13 fifty (\$950.00) and your Social Security was about a _
14 thousand, thirty-three (\$1,033.00); is that right?

15 A. Yes.

16 Q. And your income -- your part time job with MUSC, that
17 was about, I think you said four hundred and
18 thirty-five dollars (\$435.00) a week; is that right?

19 A. I think so, yes.

20 Q. So --

21 A. Yes, it is.

22 Q. -- so, that's about seventeen hundred and fifty dollars
23 (\$1,750.00) a month; is that right?

24 A. Yes.

25 Q. And then you also had several foster children; is that

1 right?

2 A. I didn't have them when I moved to Hoover.

3 Q. Okay. Did you then adopt them?

4 A. I adopted them.

5 Q. Okay. But you were receiving money for them?

6 A. Not when I moved to Hoover.

7 Q. Okay. When did you stop receiving them -- receiving
8 that money?

9 A. Oh, way before I moved because they had got grown and
10 then one of them was, like, seventeen (17).

11 Q. Okay. So, they had all moved out by the time you --

12 A. Yes.

13 Q. -- moved to Hoover?

14 A. Yes.

15 Q. So, they weren't living with you when you --

16 A. Huh-uh.

17 Q. -- lived at Hoover?

18 A. No.

19 Q. Okay, I see. Now, did -- did Mr. Thomas adopt any of
20 these children?

21 A. No.

22 Q. Okay.

23 A. No.

24 Q. All right. And what were you -- how did you become
25 involved in adopting those children?

1 A. Because I used to do that in New York.

2 Q. Okay.

3 A. And when I came down here I wanted some children
4 because I was living by myself and I went to apply for
5 them at DSS.

6 Q. Okay. All right. Now, when -- I want to back up real
7 quick. You went on several of the trips with Mr.
8 Thomas?

9 A. Yes, I did.

10 Q. Did -- when did you start going on trips with him; do
11 you remember?

12 A. Oh, I've been going on trips with him.

13 Q. Okay. Even before you got married?

14 A. Yes.

15 Q. Okay. And then after you got married did you go on any
16 trips in the fall of 2006?

17 A. Yes, I did.

18 Q. Okay. And he introduced you as his wife?

19 A. Yes, he did.

20 Q. Just as the same as he did in --

21 A. Always.

22 Q. -- in that last trip you went on in September of 2007;
23 it was just the same?

24 A. Yes.

25 Q. Okay. All right. Now, getting back to your household

1 expenses and so forth. You had a mortgage payment that
2 was about twelve hundred dollars (\$1,200.00)?

3 A. Uh-huh.

4 Q. And then you had other bills; is that correct?

5 A. Yes.

6 Q. And how much was Mr. Thomas contributing?

7 A. He -- to -- toward the mortgage he would pay half.

8 Q. Okay. And then what else was he --

9 A. The light bill.

10 Q. -- okay. And what else?

11 A. The gas and the water bill.

12 Q. Okay. So, he was fifty-fifty (50/50)?

13 A. Yes.

14 Q. Okay. Do you know about -- approximately how much he
15 was giving you total?

16 A. I don't know what total it was.

17 Q. Okay. You don't remember?

18 A. No, I can't.

19 Q. Did he do it each month?

20 A. Every month.

21 Q. Every month? Okay. Now, do you remember when I came
22 down here a couple of years ago when -- at your other
23 lawyer's office and I took your deposition?

24 A. Uh-huh.

25 Q. And do you remember when I asked you those questions

1 about that?

2 A. Uh-huh.

3 Q. Do you remember what your answers were?

4 A. No, I do not.

5 Q. Okay. Do you want to take a look at that real quick?

6 Commissioner Wilkerson: Is that in my file?

7 Mr. Roberts: No. This is her deposition --

8 Commissioner Wilkerson: Okay.

9 Mr. Roberts: -- I'd offered.

10 Commissioner Wilkerson: You gave me that this
11 afternoon?

12 Mr. Roberts: I handed it up.

13 Commissioner Wilkerson: All right. What page and
14 line?

15 Mr. Roberts: About half way down, Commissioner.

16 Q. Excuse me a minute. I'm not trying to crowd you real
17 quick.

18 A. Yeah.

19 Q. So -- okay. I'm -- I'm -- just if you want to hang
20 onto that real quick.

21 A. Uh-huh.

22 Q. So, I asked you then about how much he was assisting
23 you with your expenses; is that right?

24 A. Yes.

25 Q. And your answers were that he gave what he could when

1 he could?

2 A. Yes.

3 Q. And you couldn't remember any specific amounts at that
4 point; is that right?

5 A. No, I couldn't at that time.

6 Q. Okay. And then at the very, very end of that
7 questioning there at the bottom of the page, I asked
8 you how regularly he did and your answer was what?

9 A. Not -- not every month. When he can.

10 Q. Okay. So, you really don't remember how much it was
11 that he was assisting with these bills; is that right?

12 A. He give -- he give half of everything.

13 Q. Okay. But back then, two (2) years ago, you really
14 didn't -- weren't sure about exactly what he was
15 giving; is that right?

16 A. No, because I was -- really, to be honest, I wasn't
17 even thinking at that time.

18 Q. Well, you had your lawyer there that you had -- was
19 representing you then that you had talked to; is that
20 right?

21 A. Yes.

22 Q. Okay. And you had testified then you understood the
23 question; is that right?

24 A. Yes, I did.

25 Q. Okay. And at that point you said it wasn't every

1 month?

2 A. But he gave every month.

3 Q. Okay. All right.

4 Mr. Roberts: That's -- that's all I have on that,
5 Commissioner.

6 Commissioner Wilkerson: Are you going to leave
7 this in?

8 Mr. Roberts: I can, yes.

9 Commissioner Wilkerson: Oh, yes. That's the one I
10 was looking for.

11 Mr. Roberts: I'm sorry.

12 Commissioner Wilkerson: That's fine. It's got to
13 be around here somewhere. That was page 23, the
14 page number?

15 Mr. Roberts: Yes, sir.

16 Commissioner Wilkerson: Okay.

17 Mr. Roberts: Just one moment, Commissioner.

18 Q. Just real quick. I just want to cover a couple of
19 things, Ms. -- Ms. Thomas. After September of 2006,
20 you guys never went back through any sort of marriage
21 ceremony or anything?

22 A. No.

23 Q. You never renewed your vows or anything like that?

24 A. No.

25 Q. And you guys never talked about Mr. Thomas' divorce

1 after that; is that right?

2 A. No. It wasn't no need; we was married.

3 Q. Okay.

4 Commissioner Wilkerson: And I think you testified
5 earlier you didn't know he was still married until
6 after he died, right?

7 A. When the lawyer told me.

8 Commissioner Wilkerson: Okay. That's what I
9 thought. That's what I wrote down, okay.

10 Mr. Roberts: I don't have any further questions,
11 Commissioner.

12 Commissioner Wilkerson: I'm trying to keep my --
13 I'm sorry.

14 Ms. Glover: Okay. I don't have any.

15 Commissioner Wilkerson: All right. I keep
16 thinking there can't be any but there might be
17 one. I'm sorry, Lisa. Anything else?

18 Mr. Crosland: Yes, sir. Just briefly.

19 Commissioner Wilkerson: Sure.

20 REDIRECT EXAMINATION

21 By Mr. Crosland:

22 Q. Ms. -- Ms. Thomas, do you recall the time, around the
23 time Mr. Thomas passed away in November of 2007; do you
24 recall living with Mr. Thomas then?

25 A. Yes.

1 Q. And at that time were you and Mr. Thomas sharing
2 expenses still?

3 A. Yes.

4 Q. When you all were living together but before you got
5 married, were you sharing expenses then?

6 A. Yes.

7 Q. Was there any difference in his -- the regularity of
8 his contribution or the amount he contributed as --
9 after you got married?

10 A. No. It depends on what he makes.

11 Q. Okay. And was he working steadily --

12 A. Yes, he was.

13 Q. -- in 2007?

14 A. Yes, he was.

15 Q. Did he contribute steadily to the -- to the sharing of
16 bills in 2007?

17 A. Yes, he did.

18 Q. Is that what you're referring to today in your
19 testimony, his contribution level in 2007?

20 A. Yes.

21 Q. And how often was he working in 2007?

22 A. He would work every day he could.

23 Q. On an average week how often would he be working
24 driving the bus?

25 A. Sometimes every week, every day.

- 1 Q. And did he contribute to the groceries?
- 2 A. Yes, he did.
- 3 Q. So, groceries, the utility bills, water and light
- 4 bills?
- 5 A. Yes.
- 6 Q. Did you all have an alarm system?
- 7 A. Yes, he paid that himself.
- 8 Q. In full?
- 9 A. Yes. He paid that himself.
- 10 Q. And that was an alarm system on your home?
- 11 A. Yes.
- 12 Q. And then the mortgage payment, his contribution was how
- 13 much?
- 14 A. He would pay like half of it, six (6).
- 15 Q. All right. And with regard to any other bills that he
- 16 paid other than half of the groceries, some of those --
- 17 A. The light bill.
- 18 Q. -- the light bill?
- 19 A. Uh-huh.
- 20 Q. Anything else that you can think of that he contributed
- 21 to or gave you money for?
- 22 A. The light and the water.
- 23 Q. And the mortgage?
- 24 A. Yes. Light, water and the mortgage.
- 25 Q. All right. Any other bills that he contributed to?

1 A. Not that I know of.

2 Q. Okay.

3 Mr. Crosland: Your Honor, that's all I have.

4 Mr. Roberts: I've just got a quick follow-up.

5 RECROSS-EXAMINATION

6 By Mr. Roberts:

7 Q. Ms. Thomas, you -- you've seen your deposition
8 testimony from two (2) years that it wasn't -- you had
9 answered that it wasn't every month that he helped you?

10 A. But he do -- he did.

11 Q. He did help you --

12 A. Yeah, every month.

13 Q. -- well -- okay. I'll let your deposition testimony
14 speak for itself. But these payments, the
15 contributions, and the assistance that he gave you, did
16 he write you a check?

17 A. No. He give me cash.

18 Q. Okay. And you don't have any documentation of any of
19 these bills that he paid?

20 A. No, I do not because they weren't in his name; they're
21 in my name.

22 Q. Okay. But you don't have any record of where he paid
23 them?

24 A. No.

25 Q. And the times when he didn't pay them you paid them; is

1 that right?

2 A. Yes.

3 Q. Okay. So, if he didn't pay anything for a particular
4 month you paid it yourself; is that right?

5 A. If he didn't pay?

6 Q. Yes.

7 A. If he didn't pay he go -- his part going lacking until
8 he paid.

9 Q. So, you only paid half the light bill?

10 A. Yes.

11 Q. Or you'd only pay half the mortgage?

12 A. Yes. But since he's gone I pay it all.

13 Q. Okay.

14 A. And -- and I'm not paying it all now because I can't do
15 it without him.

16 Q. But you still have your house, you're not past due; is
17 that right?

18 A. I hope I still have it.

19 Q. But it's not -- you're not in arrears on your house?

20 A. Yes, I am.

21 Q. You are?

22 A. Yes, I am.

23 Q. When was that?

24 A. Huh?

25 Q. When did that happen?

1 A. About two (2), going on three (3) months now.

2 Q. Okay. So, up until that point you were -- you were
3 fine making the payments?

4 A. My kids was helping me.

5 Q. Okay. So, based on what you're saying he was about
6 half the time

7 A. Yes.

8 Q. Okay. All right.

9 Mr. Roberts: I have no further questions,
10 Commissioner.

11 Mr. Crosland: Nothing further, Your Honor.

12 Commissioner Wilkerson: Okay. Thank you. Ma'am,
13 you many step down.

14 Ms. Glover: I -- I have a few. I'm sorry.

15 Commissioner Wilkerson: Oh, I'm sorry. I thought
16 you didn't have any.

17 CROSS-EXAMINATION

18 By Ms. Glover:

19 Q. I'm just a little confused as to you -- you're
20 indicating that you're having trouble paying your bills
21 now?

22 A. Yes, I am.

23 Q. Okay. Now, you -- you testified earlier, I guess when
24 Mr. Roberts was asking questions, about how much money
25 you're receiving. You said you received about five

1 hundred dollars (\$500.00) from your New York
2 retirement?

3 A. Yes, I do.

4 Q. And your Social Security benefits -- and that's five
5 hundred dollars (\$500.00); is that a month or a week?

6 A. A month.

7 Q. Okay. And you get your Social Security benefits --

8 A. Yes.

9 Q. -- a total one thousand thirty-two dollars (\$1,032.00).

10 A. Yes.

11 Q. And that's a month?

12 A. One thousand, two hundred (\$1,200.00).

13 Q. One thousand (1,000) -- no, your Social Security?

14 Commissioner Wilkerson: Social Security.

15 A. Oh, no. My Social Security, yes.

16 Q. Is one thousand (\$1,000.00) --

17 Commissioner Wilkerson: A thousand, thirty-three
18 (\$1,033.00).

19 Q. -- thirty-three (\$1,033.00)?

20 A. Yes.

21 Q. And that's per month?

22 A. Yes.

23 Q. And you said that you earned four hundred and
24 thirty-five dollars (\$435.00) per week from your job at
25 MUSC?

1 A. Yes.

2 Q. Okay. So, that totals up to be about twelve hundred
3 (\$1,200.00) and some dollars or thirteen hundred
4 (\$1,300.00) and some dollars?

5 Commissioner Wilkerson: Seventeen hundred
6 (\$1,700.00) --

7 Ms. Glover: I'm sorry.

8 Commissioner Wilkerson: -- before taxes.

9 Ms. Glover: Before -- okay.

10 Commissioner Wilkerson: Minus taxes it might be
11 twelve hundred (\$1,200.00).

12 Ms. Glover: Okay. Seventeen hundred dollars
13 (\$1,700.00), okay.

14 Q. And then how much are you receiving from Mr. -- from
15 Mr. George's Social Security benefits?

16 A. I think -- I don't know, they put it all together.

17 Q. Okay. So, the total amount you receive from Social
18 Security is the one thousand and thirty-three
19 (\$1,033.00) and that includes your social security --

20 A. And his.

21 Q. -- and his?

22 A. Uh-huh.

23 Q. Okay. So --

24 Commissioner Wilkerson: About twenty-seven (27) --

25 Q. You -- you receive about thirty-eight hundred dollars

1 (\$3,800.00) a month?

2 Commissioner Wilkerson: -- no.

3 A. Huh-uh.

4 Mr. Roberts: Thirty (30) -- thirty-five (35) --

5 Commissioner Wilkerson: No.

6 Mr. Roberts: That's her first number.

7 Commissioner Wilkerson: No.

8 Mr. Roberts: That's her first number.

9 Ms. Glover: No, not thirty-eight (38). Okay. Let
10 me -- you did the nine fifty (950), Byron?

11 Mr. Roberts: Yes.

12 Commissioner Wilkerson: It's five hundred
13 (\$500.00), twelve hundred (\$1,200.00) and for
14 argument purposes about another twelve hundred
15 (\$1,200.00). So, for argument purposes, it's only
16 between twenty-eight hundred (\$2,800.00) and three
17 thousand dollars (\$3,000.00).

18 Ms. Glover: Okay.

19 Q. So, how -- how much does your utility bill run per
20 month?

21 A. One (1) -- sometime it's two (2), sometime it's four
22 (4).

23 Q. As in hundreds (100s)?

24 A. Hundreds (100s).

25 Q. Okay. Two (2) -- two (\$200.00) to four hundred dollars

1 (\$400.00)?

2 A. Uh-huh.

3 Q. And how much is your water bill?

4 A. My water bill is, like, ninety (90) and a hundred
5 (100).

6 Q. Okay. And what other expenses do you have?

7 A. I have my credit cards. I have the car note.

8 Q. Okay. Well, when they asked you about that earlier you
9 didn't say anything about that; so, that's why --

10 A. They didn't ask me about no car note.

11 Q. -- they asked you if you had any other bills or any
12 other expenses?

13 A. Oh, I didn't -- I didn't understand.

14 Commissioner Wilkerson: No. They asked her what
15 bills he contributed to.

16 A. To -- they didn't ask me that.

17 Commissioner Wilkerson: See -- see let me tell
18 you. This is why I don't like having these
19 hearings until you do your investigation.

20 Ms. Glover: Okay.

21 A. They didn't ask me that.

22 Commissioner Wilkerson: Yes. I mean, what we're
23 doing is wasting everybody's time. That's why I
24 don't like having these things before I get the
25 dependency in. All we do is waste everybody's

1 time. That's why I tried before we started -- I
2 just about called it off but due to a certain
3 situation I decided to go ahead and do it. We
4 have spent one (1) hour and fifteen (15) minutes
5 talking about nothing that has to do with the
6 compensability of this case, zero (0). You all
7 want me to take a doctor's deposition that's going
8 to take all of thirty-two (32) minutes and it's
9 going to decide everything. We're wasting the
10 court's time is what I see. Tell me why we're not
11 wasting my time and you all's time right now.
12 You've got your shot. Tell me, please.

13 Mr. Crosland: I think that the testimony that we
14 elicited goes to the common Law marriage; I think
15 that helps it a little.

16 Commissioner Wilkerson: But if the dependency
17 investigation throws it totally out we'll be back
18 in here nine (9) months from now still trying to
19 figure it out. That's why I do compensability
20 first, dependency second. Because what happens is
21 the dependency hearing sometimes can take the
22 investigator six (6) hours; sometimes it can take
23 him sixty-six (66) hours. I mean -- but let's --
24 we've talked zero (0) about compensability today
25 and I don't see us talking about it.

1 Mr. Roberts: I don't believe it's --

2 Commissioner Wilkerson: I don't think anybody
3 knows.

4 Mr. Roberts: -- yes. I don't think anybody knows.

5 Commissioner Wilkerson: So --

6 Mr. Roberts: I'm --

7 Ms. Glover: I don't have any other questions.

8 Commissioner Wilkerson: Let's wrap this part on
9 up. Anything else?

10 Mr. Crosland: I don't have anything.

11 Commissioner Wilkerson: Ma'am, you many step down.
12 You've got one (1) more witness?

13 Mr. Crosland: Yes, sir.

14 Witness: Go outside?

15 Commissioner Wilkerson: No, you can stay in here.
16 You're a party to the case.

17 Court Reporter: If it's okay with everybody, I'm
18 going to go off the record to change tapes.

19 (Off The Record)

20 Commissioner Wilkerson: Ma'am, I'm going to get
21 you to come on up and sit in this chair up here.

22 Ms. Anderson: Which chair?

23 Commissioner Wilkerson: Right up here. I'm sorry.

24 Mr. Crosland: Right there, Ms. Anderson.

25 Commissioner Wilkerson: I'm sorry. I apologize.

1 well, first of all, tell us who you are.

2 Ms. Anderson: My name is Janita Anderson.

3 Commissioner Wilkerson: Thank you, Ms. Anderson.

4 I'm going to get you to raise your right hand.

5 We're going to swear you in, okay?

6 Witness: Okay.

7 whereupon,

8 JANITA HOPKINS ANDERSON, being duly sworn and
9 cautioned to speak the truth, the whole truth, and
10 nothing but the truth, testified as follows:

11 Court Reporter: Please state your full name for
12 the record, again.

13 Witness: Janita Hopkins Anderson.

14 Court Reporter: Thank you, ma'am.

15 Commissioner Wilkerson: Thank you, Ms. Anderson.

16 DIRECT EXAMINATION

17 By Mr. Crosland:

18 Q. Ms. Anderson, where do you live?

19 A. On in North Charleston.

20 Q. And do you know Ms. Emily Thomas?

21 A. Yes.

22 Q. How long have you known her?

23 A. Oh, about four (4) or five (5) years, I think.
24 Somewhere around there.

25 Q. And did you know Mr. George Thomas?

1 A. Yes, I did.

2 Q. How did you know Mr. George Thomas?

3 A. Mr. George Thomas and my husband used to ride
4 motorcycles together; that's how I met him through my
5 husband.

6 Q. Okay. And did you know what Mr. Thomas' employment
7 was?

8 A. He was a bus driver.

9 Q. And how do you know he was a bus driver?

10 A. Because I went on the bus trips a couple of times with
11 him.

12 Q. And he was the driver?

13 A. Yes.

14 Q. And do you recall in 2007, if you went on any of those
15 trips with Ms. Thomas?

16 A. I went on one (1) to Atlantic City.

17 Q. Do you recall when that was in relationship to Mr.
18 Thomas' death in November of 2007?

19 A. Would you repeat that?

20 Q. Yes, ma'am. Mr. Thomas passed away in November --

21 A. Yes.

22 Q. -- of 2007?

23 A. Right.

24 Q. The trip that you went on to Atlantic City, when was
25 that in relationship to his death in November of 2007?

1 A. I think it was in October. I'm not sure of the date.
2 I know it was around that way, not too far because
3 after that he passed and I told my nephew about a month
4 after that or whatever. I'm not sure of the date.

5 Q. I understand. You're thinking October of '07?

6 A. I think it was October, somewhere around -- October or
7 September, October.

8 Q. All right. And was Ms. Thomas, Emily Thomas, did she
9 participate in that trip?

10 A. Yes.

11 Q. How did she participate?

12 A. Well, I sat right next to her. He was the driver and,
13 you know, about the passenger seat right behind the bus
14 driver she sat there and I sit right next to her.

15 Q. Okay. And did Ms. Thomas serve cokes and --

16 A. Yes, she did. She served --

17 Q. -- all right.

18 A. -- soda and whatever.

19 Q. And was any introduction made by Mr. Thomas of Ms.
20 Thomas on that trip in October of 2007?

21 A. The thing that I remember is when I got broke and I
22 went to borrow some money he told me to go see his
23 wife.

24 Q. And who was --

25 A. Emily.

1 Q. -- Emily?

2 A. Yeah.

3 Q. How about on the bus, itself, did he introduce Ms.
4 Thomas; do you recall?

5 A. Yes, he did.

6 Q. And how did he introduce her?

7 A. This is my wife, Emily. You know, if you want any soda
8 or snacks or anything see Emily.

9 Q. Okay. In 2007, did you take any other trips in which
10 Mr. George Thomas was the bus driver?

11 A. I remember taking two (2) trips with him. I don't
12 remember the date.

13 Q. Was the other trip other than the one (1) to Atlantic
14 City in October of '07 --

15 A. No.

16 Q. -- was it in the same year?

17 A. Yes, I think -- yes.

18 Q. And do you recall whether he made any introduction of
19 Ms. Thomas on that trip?

20 A. No, I don't. I only remember when the -- the trip in
21 October, I think it was, that he told me, you know, he
22 introduced me as his wife.

23 A. All right.

24 Mr. Crosland: I don't have anything else, Your
25 Honor.

1 Commissioner Wilkerson: Byron?

2 CROSS-EXAMINATION

3 By Mr. Roberts:

4 Q. How long did you know Mr. Thomas?

5 A. About four (4) or five (5) years. My husband -- like I
6 said, my husband -- we rode motorcycles together.

7 Q. Right. Okay. And then how long have you known Ms.
8 Thomas?

9 A. Not too long after that.

10 Q. Okay. Do you know when -- when they got married?

11 A. Well, I was informed that they got married, I think
12 around -- oh, Lord -- '07 -- '06, just before the bus
13 trip. I don't remember the dates because I had no
14 reason to, you know, remember the date but that's what
15 I was told.

16 Q. And if they got married that would be normal that they
17 call each other husband and wife; is that right?

18 A. Yes.

19 Q. Okay.

20 Mr. Roberts: I don't have any questions other than
21 that, Commissioner.

22 Commissioner Wilkerson: Okay. Lisa?

23 Ms. Glover: I don't have any questions.

24 Commissioner Wilkerson: Okay.

25 Mr. Crosland: Nothing from me.

1 Commissioner Wilkerson: Ma'am, you many step down.
2 Any -- does that conclude or do you have another
3 one?

4 Mr. Crosland: I think we're going to -- we'll
5 rest with that witness, Your Honor.

6 Commissioner Wilkerson: Okay.

7 Mr. Roberts: I -- I don't have any.

8 Commissioner Wilkerson: Do you have any? I
9 thought you had one. No?

10 Mr. Roberts: No. No. I don't think I need one.
11 Yes, there's nothing further.

12 Commissioner Wilkerson: I didn't think so. It's
13 all right in the medicals. If there's no others,
14 this concludes the case. Let me meet with the
15 Attorneys for a few minutes.

16 (There bring no further questions, the hearing concluded at
17 4:52 P.M.)

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) CERTIFICATE

Be it known that I took the foregoing South Carolina Workers' Compensation Commission Hearing of George W. Thomas, vs. 5 Star Transportation, LLC;

That I was then and there a Notary Public in and for the State of South Carolina-At-Large;

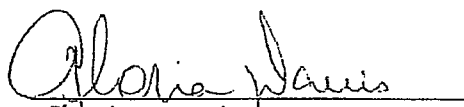
That by virtue thereof I was duly authorized to administer an oath;

That the witness was first duly sworn to testify the truth, the whole truth, and nothing but the truth, concerning the matter in controversy aforesaid;

The foregoing transcript of 77 typewritten pages represents a true, accurate and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

Witness my hand and seal this 3rd Day of December, 2010.



Gloria Davis
 Notary Public for South Carolina
 My Commission Expires 1/22/12

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State of South Carolina
Before the
South Carolina Workers' Compensation Commission
WCC File No.: 0725187

George W. Thomas,

Claimant,

vs.

5 Star Transportation,
LLC,

Employer,

and

SC EUF,

Carrier, Defendants.

HEARING

December 18, 2008

COPY

Hearing reported by Deborah S. Thomas,
Certified Verbatim Reporter and Notary Public in and
for the State of South Carolina; said hearing taken
before Commissioner T. Scott Beck, and in accordance
with the South Carolina Workers' Compensation Laws,
at the South Carolina Workers' Compensation
Commission, 4050 Bridge-View Drive, Conference Room
A, North Charleston, South Carolina, on December 18,
2008, at the hour of 2:15 p.m.

ABACTIS REPORTING SERVICES

2117 PINE LAKE DRIVE
WEST COLUMBIA, SOUTH CAROLINA 29169
(803) 206-7390

Appearances

Representing the Claimant:

MAX C. SPARWASSER, ESQUIRE
John Price Law Firm
P.O. Box 40637
Charleston, South Carolina 29423

Representing 5 Star Transportation, LLC:

BYRON P. ROBERTS, ESQUIRE
Roberts Law Group, LLC
P.O. Box 670
Chapin, South Carolina 29036

Representing SC UEF:

LISA C. GLOVER, ESQUIRE
SC UEF
220 Executive Center Drive, Suite 119
Columbia, South Carolina 29210

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Exhibits:

Marked at Page

(None were proffered.)

* * * * *

Thomas vs. 5 Star

1 This hearing is conducted in
2 accordance with the South Carolina Workers'
3 Compensation Commission Laws.

4 COMMISSIONER BECK: Today's date is
5 December 18th, 2008. This is Workers' Compensation
6 File Number 0725187. The Claimant is George W.
7 Thomas who is deceased and represented today by
8 Attorney Max Sparwasser on behalf of Ms. Emily
9 Thomas. The Employer is 5 Star Transportation,
10 Carrier. They were uninsured at the time of the
11 accident. The Employer is represented today by
12 Attorney Byron P. Roberts. The South Carolina
13 Uninsured Employer's Fund is present today and
14 represented by Attorney Lisa Glover.

15 The parties during a prehearing conference
16 have stipulated on an average weekly wage of \$565.16
17 with a corresponding compensation rate of \$377.09.
18 Is that your understanding of the average weekly
19 wage and compensation rate, Mr. Sparwasser?

20 MR. SPARWASSER: Yes, Your Honor.

21 COMMISSIONER BECK: Mr. Roberts?

22 MR. ROBERTS: Yes, sir.

23 COMMISSIONER BECK: Ms. Glover?

24 MS. GLOVER: Yes.

25 COMMISSIONER BECK: All right. I

Thomas vs. 5 Star

1 have received A.P.A.s as well as a variety of cases,
2 some chronology, handouts. I think there are some
3 statutory cites in here. Anything else I need to
4 bring up? I think that pretty much --

5 MR. ROBERTS: Well, I want to make
6 sure -- I'm sorry, Commissioner. Make sure that the
7 exhibits -- the decree of divorce has been submitted
8 as well as the --

9 COMMISSIONER BECK: Final decree of
10 divorce is at Page 18 to 21 --

11 MR. ROBERTS: Okay.

12 COMMISSIONER BECK: -- in Claimant's
13 A.P.A.s.

14 MR. ROBERTS: All right.

15 COMMISSIONER BECK: Anything else
16 that you are looking for?

17 MR. ROBERTS: And the marriage
18 license and the divorce decree, those are the two
19 things that I had noted specifically.

20 COMMISSIONER BECK: The marriage
21 license is at A.P.A. 17 --

22 MR. ROBERTS: Okay.

23 COMMISSIONER BECK: -- in the
24 Claimant's A.P.A.s.

25 MR. ROBERTS: Okay.

Thomas vs. 5 Star

1 MS. GLOVER: Do you have the autopsy
2 report?

3 MR. ROBERTS: It is.

4 COMMISSIONER BECK: I know it's in
5 here. I'm just trying to find it on the A.P.A.
6 list.

7 MR. ROBERTS: It is. It's Number 1,
8 I believe. No. Is it Number 1?

9 MR. SPARWASSER: Yeah. Yeah. It is
10 Number 1.

11 COMMISSIONER BECK: Number 1? It is
12 Number 1.

13 MR. SPARWASSER: Right. I don't know
14 why it wasn't labeled.

15 COMMISSIONER BECK: Anything else?
16 Okay. With regard to those A.P.A.s, other
17 documents, jurisdiction, or venue or any other
18 matter, are there any objections? Mr. Sparwasser?

19 MR. SPARWASSER: No, Your Honor.

20 COMMISSIONER BECK: Mr. Roberts?

21 MR. ROBERTS: No, Commissioner.

22 COMMISSIONER BECK: Ms. Glover?

23 MS. GLOVER: No.

24 COMMISSIONER BECK: All right.

25 Without objection the Commission file becomes a part

Thomas vs. 5 Star

1 of the record with the exception of self-serving
2 declarations and unstipulated medical reports. We
3 are here today on a Form 52.

4 There was an extensive prehearing
5 conference between myself and the attorneys prior to
6 this hearing where the respective position of both
7 the Claimant and the Defendants were discussed in
8 detail.

9 From the standpoint of the Claimant, they
10 contend that Mr. Thomas and Emily Thomas were
11 common-law husband and wife at the time of this
12 accident. They admit that the marriage on
13 September 20th, 2006, was void. However, contend
14 that Ms. Thomas was capable of rehabilitating that
15 void marriage and did, in fact, do that.

16 They would argue that the Workers'
17 Compensation Commission has jurisdiction in this
18 matter and that Ms. Thomas has standing in this
19 matter. They contend that as it relates to the
20 cause of death of Mr. Thomas that full body blunt
21 trauma was the cause of death and not an aneurysm
22 and therefore the claim is, in fact, compensable.

23 Mr. Sparwasser, is there anything in
24 addition that I need to add to the position of the
25 Claimant?

Thomas vs. 5 Star

1 MR. SPARWASSER: No, Your Honor.

2 COMMISSIONER BECK: All right. From
3 the standpoint of the Defendants, the Defendants
4 contend that Ms. Thomas has no standing to bring
5 this case since the marriage to George Thomas was
6 void due to the Claimant's being still married at
7 the time of his marriage to Emily Thomas on
8 September 20th of 2006.

9 They contend that Ms. Thomas cannot
10 rehabilitate the void marriage and now claim
11 common-law marriage. They take the position that
12 the Workers' Compensation Commission does not have
13 jurisdiction to determine a matter of family law.
14 And they cite Statute Section 42-3-180, and also
15 contend that Ms. Thomas does not have standing in
16 this matter.

17 They take the position that the accident
18 did not arise out of employment since the aneurysm
19 rupture caused the accident and that the aneurysm
20 rupture has no causal connection to Mr. Thomas'
21 employment with the Defendant.

22 Further matter, 5 Star Transportation was
23 uninsured at the time of the accident and the
24 Defendants would take the position that if, in fact,
25 the Claimant carries their burden as it relates to

Thomas vs. 5 Star

1 jurisdiction, standing, and compensability, that a
2 dependency investigation would be necessary in this
3 matter before any benefits would be awarded.

4 From the Defendants' standpoint is there
5 anything in addition to what I've just stated? Mr.
6 Roberts?

7 MR. ROBERTS: Nothing from the
8 Defendant.

9 COMMISSIONER BECK: Ms. Glover?

10 MS. GLOVER: Nothing from the Fund,
11 Commissioner.

12 COMMISSIONER BECK: All right.

13 MR. SPARWASSER: Your Honor?

14 COMMISSIONER BECK: Yes, sir?

15 MR. SPARWASSER: I do have one other
16 thing --

17 COMMISSIONER BECK: And that would
18 be?

19 MR. SPARWASSER: -- before you move
20 on.

21 COMMISSIONER BECK: Okay.

22 MR. SPARWASSER: I would like to --
23 if Ms. Thomas could leave the room just for a
24 moment, I would like to put something on the record.

25 MS. THOMAS: Okay.

Thomas vs. 5 Star

1 MR. SPARWASSER: If that is okay with
2 you.

3 COMMISSIONER BECK: Very well.

4 Ms. Thomas, we will be with you in just a second,
5 ma'am.

6 MR. SPARWASSER: Can I put something
7 on the record?

8 COMMISSIONER BECK: Yes, sir.

9 MR. SPARWASSER: Okay. The Claimant
10 notes on A.P.A. Page 49 it shows a picture of the
11 pine tree in the driver's seat of the 5 Star
12 Transportation bus. On A.P.A. Page 7, middle
13 paragraph, the autopsy report shows a partial
14 transection of the aorta, a transection of the spine
15 at T5-6, and multiple fractures of the left femur,
16 left and right tibia and fibula, ribs, sternum, and
17 skull fractures. The cause of death on the death
18 certificate on A.P.A. Page 10 was full body blunt
19 trauma. And on A.P.A. Page 15 a medical journal
20 shows that mortality rates from aneurysm alone are
21 between 25 and 50 percent. That is all, Your Honor.

22 COMMISSIONER BECK: All right. Mr.
23 Roberts, anything?

24 MR. ROBERTS: Just briefly. The
25 accident as depicted in these pictures, we submit

Thomas vs. 5 Star

1 that is not changed. The aneurysm itself is what
2 caused this. This did not arise out of anything
3 with his work. That this was the result of his
4 aneurysm that ruptured.

5 COMMISSIONER BECK: All right.

6 MR. ROBERTS: And so our position
7 remains the same.

8 COMMISSIONER BECK: All right.

9 MR. ROBERTS: And also with regard to
10 the medical journal, that would not suffice to meet
11 the Claimant's burden of having a medical opinion to
12 establish --

13 COMMISSIONER BECK: All right. I
14 understand your position. Ms. Glover?

15 MS. GLOVER: The same.

16 COMMISSIONER BECK: Anything further
17 before we bring Ms. Thomas back in?

18 MR. SPARWASSER: No, Your Honor.

19 COMMISSIONER BECK: All right. Go
20 ahead and get her. All right. Ms. Thomas, would
21 you raise your right hand, ma'am. Do you swear or
22 affirm that the testimony that you are about to give
23 today is the truth, the whole truth, and nothing but
24 the truth, ma'am?

25 MS. THOMAS: Yes, I do.

Thomas vs. 5 Star

1 COMMISSIONER BECK: All right. State
2 your full name for the record, please.

3 MS. THOMAS: Emily Thomas.

4 COMMISSIONER BECK: Mr. Sparwasser?

5 WHEREUPON:

6 EMILY THOMAS, being duly sworn and
7 cautioned to speak the truth, the whole truth and
8 nothing but the truth, testifies as follows:

9 DIRECT EXAMINATION

10 BY MR. SPARWASSER:

11 Q. Ms. Thomas, please give the Commissioner
12 your address.

13 A.

14 Q. How long have you lived there, Ms. Thomas?

15 A. I've lived there about four years.

16 Q. And who did you live there with?

17 A. George W. Thomas.

18 Q. Where did you live before that?

19 A. I lived at

20 Q. How long did you live there?

21 A. I lived there about six years.

22 Q. And who did you live there with?

23 A. George Thomas and my children.

24 Q. How many children did you have?

25 A. I had five boys. I adopted them.

Thomas vs. 5 Star

1 Q. And how long did they live with you?

2 A. They lived there until I moved.

3 Q. Did you and Mr. Thomas raise them?

4 A. Yes.

5 Q. What were their ages?

6 A. At the time the younger one -- the
7 youngest one like 13.

8 Q. Okay. And how about the oldest?

9 A. The oldest one, he should have been about
10 17.

11 Q. All right.

12 A. Because they are a year apart.

13 Q. All right. When did you meet Mr. Thomas?

14 A. I met Mr. Thomas at a club.

15 Q. What year was that?

16 A. That was in 1999 I think it was.

17 Q. What club?

18 A. A club on Reynolds Avenue.

19 Q. All right. And what type of club was
20 this?

21 A. Somebody could go there and -- they had
22 beer. Didn't sell alcohol. Just sold beer.

23 Q. Okay. And how long did you live together?

24 A. Me and him lived together about eight
25 years.

Thomas vs. 5 Star

1 Q. All right.

2 A. Seven or eight.

3 Q. All right. When did you get married to
4 George Thomas?

5 A. I got married to George in '06,
6 September 20th.

7 Q. All right. At the time of your marriage,
8 did you know anything about Cynthia Whaley?

9 A. No, I did not. I knew her, but I didn't
10 -- but they weren't together.

11 Q. Right. How did you know her?

12 A. How did I know her?

13 Q. Right.

14 A. Because she had took me to court to say
15 that I was harassing her phone and I wasn't.

16 Q. Okay. All right. And have you ever met
17 her?

18 A. Not met her. No, not personally to say I
19 know her, no, never.

20 Q. All right. So you've never seen her
21 face-to-face?

22 A. No. Like me and you and him, no. I never
23 seen her like standing -- no.

24 Q. All right. So as far as at the time of
25 your marriage did you know that he was married to

Thomas vs. 5 Star

1 Cynthia Whaley at that time?

2 A. I knew he was married, but he said that he
3 got a divorce.

4 Q. So did you think that he was divorced at
5 the time of your marriage?

6 A. Yes. He told me he was because he woke me
7 up to get married.

8 Q. All right.

9 MR. ROBERTS: Commissioner, I just
10 want to object to any testimony about what Mr.
11 Thomas may have said. I don't believe that is
12 admissible, and I don't believe that she can testify
13 to what he said.

14 MR. SPARWASSER: I think it is
15 admissible. Clearly he is unavailable.

16 MR. ROBERTS: But it's the Dead Man's
17 Statute.

18 MR. SPARWASSER: There is a hearsay
19 exception as far as if someone is not available.

20 MR. ROBERTS: But the Dead Man's
21 Statute though, I think, supercedes any hearsay
22 exception. And I believe that the statute itself is
23 pretty clear as to the reasons why. There is a copy
24 of one of the sections in there. I think it's
25 19-11-20.

Thomas vs. 5 Star

1 MR. SPARWASSER: Your Honor, this
2 case -- the very basis of the case is what the
3 intentions of the parties was. And we can hear from
4 Ms. Thomas, but we are not going to hear from
5 Mr. Thomas. So we've got to hear from Mr. Thomas
6 through other parties. That includes through
7 Ms. Thomas and through other witnesses. I mean, the
8 case is all about what the intentions of the parties
9 is.

10 MR. ROBERTS: I'm sorry,
11 Commissioner. I can't put my hands on the copy of
12 that statute, that section.

13 COMMISSIONER BECK: Ms. Glover,
14 anything to add?

15 MS. GLOVER: No.

16 MR. SPARWASSER: Do you have another
17 copy?

18 MR. ROBERTS: That is only one copy.

19 MR. SPARWASSER: Anybody have a rules
20 of civil procedure? It's the hearsay exception.
21 Thank you.

22 MS. GLOVER: In that regard, Workers'
23 Compensation hearings are governed by the
24 Administrative Procedures Act. Rules of Evidence --
25 Rules of Civil Procedure don't apply or the Rules of

Thomas vs. 5 Star

1 Evidence. So it would be the Commissioner's:
2 discretion.

3 COMMISSIONER BECK: That's correct.

4 MR. SPARWASSER: Oh, yeah. Rule 804,
5 A-4. Hearsay exception to declarant unavailable.
6 If the declarant is unable to be present or to
7 testify at the hearing because of death. Subsection
8 four.

9 COMMISSIONER BECK: Anything further?

10 MR. ROBERTS: No. I'm just --

11 COMMISSIONER BECK: I'm going to
12 overrule the objection. Mr. Sparwasser, you may
13 continue.

14 BY MR. SPARWASSER:

15 Q. All right. Ms. Thomas, who knew that you
16 and Mr. Thomas were married?

17 A. Everybody.

18 MR. ROBERTS: I'm going to object.
19 That calls for speculation.

20 COMMISSIONER BECK: Sustained.

21 BY MR. SPARWASSER:

22 Q. Did Mr. Thomas ever announce to people on
23 his bus that you two were married?

24 A. Yes, he did.

25 Q. And when was this?

Thomas vs. 5 Star

1 A. When we went on the last trip before
2 Thanksgiving that year that he died.

3 Q. Okay. What trip are you talking about?

4 A. We went to New York.

5 Q. All right.

6 MR. ROBERTS: Commissioner, just for
7 the record I'm going to object to this testimony.
8 The same objection.

9 MR. SPARWASSER: On what basis?

10 MR. ROBERTS: The Dead Man Statute.

11 MR. SPARWASSER: All right. We can
12 have a running objection there.

13 MR. ROBERTS: Yeah. I understand
14 your prior ruling. I just want to maintain my
15 objection.

16 COMMISSIONER BECK: All right. Let's
17 move on.

18 BY MR. SPARWASSER:

19 Q. All right. So you would go up to various
20 places via bus with Mr. Thomas?

21 A. Yes, I did.

22 Q. All right. And he would announce you as
23 husband and wife?

24 A. Yes.

25 Q. All right. Did you get billed for Mr.

Thomas vs. 5 Star

1 Thomas' funeral bill?

2 A. Yes, I did.

3 Q. All right. And did 5 Star Transportation
4 pay for some of that bill?

5 A. 5 Star Transportation paid half and I paid
6 half.

7 Q. Did the coroner give you Mr. Thomas'
8 wallet and cell phone following his death?

9 A. Yes, he did.

10 Q. Did you apply for Social Security
11 benefits?

12 A. Yes, I did.

13 Q. Did you receive his Social Security
14 benefit?

15 A. Yes, I do.

16 Q. How much do you get per month?

17 A. I get \$1,033.

18 Q. Have you received any money from the bank
19 accounts of George Thomas after he passed?

20 A. Yes. I went to probate. He had some \$200
21 in there. And I took my license with me, and they
22 gave it to me.

23 Q. Which probate court was this?

24 A. In Berkeley County.

25 Q. So the Berkeley County Probate Court has

Thomas vs. 5 Star

1 you documented as his wife?

2 A. Yes, they do.

3 Q. And the Social Security Administration has
4 you documented as his wife?

5 A. Yes, they do.

6 Q. Has anyone ever disputed the fact that the
7 two of you were married?

8 A. What do you mean by that?

9 Q. Besides sitting here today, has anybody
10 contested that you and Mr. Thomas were not married?

11 A. Not that I know of. Nobody never came to
12 me and said we wasn't married. But we told them --
13 I don't know how it was.

14 Q. All right.

15 A. No, nobody never came and said -- you told
16 me.

17 MR. SPARWASSER: That is all the
18 questions I have. Please answer any questions Mr.
19 Roberts or Ms. Glover have.

20 COMMISSIONER BECK: Mr. Roberts?

21 MR. ROBERTS: Okay.

22 CROSS EXAMINATION

23 BY MR. ROBERTS:

24 Q. Ms. Thomas, would it be fair to say
25 that -- do you remember when I came in and took your

Thomas vs. 5 Star

1 deposition in -- when was it, July? Do you remember
2 that?

3 A. Uh-huh.

4 Q. July I took your deposition?

5 A. Uh-huh.

6 Q. Down here in Charleston. Was it -- after
7 that deposition, was that the first time you found
8 out that Mr. Thomas wasn't divorced at the time that
9 you got married?

10 A. Yes.

11 Q. Okay. So up to the time he died you never
12 knew that he had been divorced?

13 A. I knew he were divorced.

14 Q. Okay. When did you find out he -- when
15 his divorce was?

16 A. He told me he was divorced.

17 Q. When you got married?

18 A. Yes.

19 Q. Did you all ever talk about his divorce
20 again?

21 A. Because we was married, no.

22 Q. Okay. All right. So you don't know when
23 he went to court?

24 A. No, I do not.

25 Q. Okay. And you all never talked about it

Thomas vs. 5 Star

1 ever again after that?

2 A. No, because we was married. Wasn't no
3 reason to talk about it.

4 Q. And when you went through the divorce
5 ceremony -- I mean -- the divorce ceremony. Please
6 forgive me. The marriage ceremony, September 2006?

7 A. Uh-huh.

8 Q. You changed your name right after that; is
9 that right?

10 A. Yes, because my job -- they knew I got
11 married. And so I went to change my name with them.
12 They said I had to bring the license in. So I went
13 and bring the license in. Every where I went I had
14 to take the license so that is why my name got
15 changed because I was married.

16 Q. Okay. And you all never went through
17 another ceremony or anything like that?

18 A. Uh-uh.

19 Q. Okay.

20 A. No, sir.

21 Q. Okay. I just want to ask you a few other
22 questions real quick. You moved to South Carolina
23 from New York?

24 A. Yes, I did.

25 Q. About 12 years ago, 1995?

Thomas vs. 5 Star

- 1 A. Yes.
- 2 Q. Okay. And after you moved here you bought
3 your own home; is that right, in Moss Tree?
- 4 A. Yes. I bought my home on Moss Tree Road.
- 5 Q. That was your house?
- 6 A. I lived on Winchester first.
- 7 Q. Okay.
- 8 A. And then I bought that one.
- 9 Q. Okay. All right. And Mr. Thomas, he
10 wasn't -- he didn't help you purchase that home, did
11 he?
- 12 A. The one on Moss Tree Road?
- 13 Q. Right.
- 14 A. No, because I was already there when I met
15 him.
- 16 Q. Okay. And then the home on -- that you
17 are presently living -- where you are presently
18 living now, Hoover?
- 19 A. Hoover Avenue.
- 20 Q. Hoover Avenue. You bought that in your
21 own name; is that right?
- 22 A. Yes.
- 23 Q. Okay. And all the utility bills were in
24 your name; is that right?
- 25 A. Yes, because he had poor credit. He

Thomas vs. 5 Star

1 had -- he had garnishment. He couldn't get nothing
2 in his name.

3 Q. Okay. And do you remember I asked you
4 about how he paid -- helped you pay the bills. You
5 said he helped you whenever he could?

6 A. He always helped.

7 Q. Okay. He give you a couple hundred
8 dollars a month; is that right?

9 A. He give me what he -- you know, when the
10 bills is due, he helped pay them.

11 MR. ROBERTS: Commissioner, I don't
12 have any other questions at this time.

13 COMMISSIONER BECK: Ms. Glover?

14 MS. GLOVER: Yes.

15 CROSS EXAMINATION

16 BY MS. GLOVER:

17 Q. Now, you said that you met Mr. Thomas in
18 1999?

19 A. Yes.

20 Q. Okay. Do you know if he was married at
21 that time when you met him?

22 A. He told me he was married.

23 Q. Okay. And you -- you said that you knew
24 Cynthia Whaley, but your husband was not with her;
25 is that right?

Thomas vs. 5 Star

1 A. I didn't -- I never knew her.

2 Q. But that is what you said earlier?

3 A. I met her in court, when she took me --
4 the first time I ever see her was in court. I never
5 was like -- met her like me and you sitting here
6 now. I never met her like being company or nothing.

7 Q. Why did she take you to court?

8 A. She claimed that George was calling me and
9 I was calling him back. And she said that was
10 harassing on her phone. So we went to court. And
11 Judge Coffey said for me not to be on her phone and
12 she not to be on my phone. And I haven't seen her
13 since.

14 Q. So they were still together?

15 A. Yes. And he left her that next -- that
16 next week after that.

17 Q. Okay. Okay. And you said that you went
18 to the probate court in Berkeley County?

19 A. Yes, I did.

20 Q. And did you ever change your name with the
21 Social Security Administration?

22 A. Yes, I did.

23 Q. Okay. And now, you said that your address
24 is 5726 Hoover Avenue?

25 A. 5726 Hoover Avenue.

Thomas vs. 5 Star

1 Q. Where is that?

2 A. Hannahan, South Carolina 29410.

3 Q. Okay. That is Berkeley County?

4 A. Berkeley County.

5 Q. Okay. And were you living at that address
6 with Mr. Thomas when you all got your marriage
7 certificate?

8 A. Yes.

9 Q. And I'm just curious as to why did you go
10 to Charleston County to get a marriage
11 certificate -- a marriage license when you lived in
12 Berkeley County?

13 A. Because at the time the zip code was
14 29406. And then they changed it to 29410 since I
15 was there. I was in North Charleston when we got
16 married. And then they sent a letter around saying
17 that the zip code is 29410 now. So we are in
18 Hannahan.

19 Q. Okay. When did you find out that Mr.
20 Thomas was finally divorced from Cynthia Whaley?

21 A. He woke me up one morning and said Emily,
22 let's go get married. And I said you got your
23 divorce? He said yes, I wouldn't get married if I
24 didn't -- I wouldn't tell you that if I don't have
25 it.

Thomas vs. 5 Star

1 Q. Okay. And what did you do?

2 A. I got up and we got married.

3 Q. Okay. Well, you had to get a marriage
4 license first?

5 A. Yeah, we went down there and got it.

6 Q. Okay. And then you got married, what, the
7 next day?

8 A. No, we got married about two days after
9 that.

10 Q. Not according to your marriage license.
11 You got your marriage license on September the 19th.
12 And you got married on September the 20th?

13 A. Well, we got married the next day I think
14 it was. I'm not so sure. I don't want to lie. I
15 know we got married that same time and he woke me
16 up. And I went to my job. And, you know, I was
17 with the State. And they wanted proof. And I took
18 it.

19 Q. Did he ever say anything to you in
20 September of 2007 about having got a divorce from
21 Cynthia Whaley?

22 A. 2007? No, he didn't. He didn't tell me
23 nothing in 2007.

24 Q. Okay. And you all never got remarried
25 during the course of time you all were together?

Thomas vs. 5 Star

1 A. Remarried? Just one marriage.

2 Q. But you never renewed your vows or did
3 anything else like that?

4 A. No. No. No.

5 Q. Okay.

6 A. Just one time.

7 MS. GLOVER: Okay. I don't have any
8 other questions.

9 COMMISSIONER BECK: Anything further,
10 Mr. Sparwasser?

11 MR. SPARWASSER: Nothing further.

12 COMMISSIONER BECK: All right. Thank
13 you very much.

14 THE WITNESS: Thank you.

15 COMMISSIONER BECK: Do you want to
16 have a seat by Mr. Sparwasser?

17 MR. ROBERTS: I know this might seem
18 out of the ordinary and unusual, but could we just
19 have one minute before we proceed? I mean, I don't
20 want to interrupt Mr. Sparwasser's case, but I
21 think -- I mean, I'm about to propose something that
22 I think is going to dispense with a whole lot more
23 in this case.

24 You are not putting anybody else up that
25 is going to testify to the circumstances of the

Thomas vs. 5 Star

1 accident, the aneurysm, no expert testimony or
2 anything like that, right?

3 MR. SPARWASSER: No.

4 MR. ROBERTS: It's all about what
5 this marriage was? Okay. The case I handed up --

6 COMMISSIONER BECK: You want to
7 continue this on the record?

8 MR. ROBERTS: Well, I mean, yeah, I
9 think it is important.

10 COMMISSIONER BECK: Okay.

11 MR. ROBERTS: And I just want to note
12 it. And, again, he has a right to put his witnesses
13 up, but I don't think that anybody else can testify
14 to any more than what she did. The Byers case I
15 handed up to you, and also it's also mentioned in
16 the case as the Kirby case, the Brochette case, and
17 the Prevatte case that Mr. Sparwasser handed to you
18 that in order to rehabilitate a void marriage and
19 convert it to a common-law marriage it says right
20 here the law is well settled in this state that the
21 removal of an impediment to a marriage contract, the
22 divorce in this case in parentheses, does not
23 convert an illegal bigamist marriage into a
24 common-law marriage. So there is no per se
25 conversion.

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1 After the barrier to marriage has been
2 removed there must be a new mutual agreement either
3 by way of civil ceremony or by way of a recognition
4 of the illicit relation and a new agreement to enter
5 into a common-law marriage arrangement. Our cases
6 have consistently so held.

7 And her testimony was that she didn't --
8 it never came up after that. I don't think that any
9 of these witnesses are competent to testify,
10 competent in terms of their knowledge of any
11 ceremony -- if she didn't testify to any mutual
12 agreement or ceremony that would have rehabilitated
13 the marriage, I don't think that anybody else out
14 there can. Now, I don't know, but I'm just
15 surmising that based on her testimony.

16 MR. SPARWASSER: Yeah, I mean, the
17 Claimant's position is --

18 MR. ROBERTS: She was married from
19 the beginning and they never --

20 MR. SPARWASSER: Right.

21 MR. ROBERTS: -- mutually agreed to
22 rehab it.

23 MR. SPARWASSER: Yeah. The
24 Claimant's position is that you don't have to have a
25 new ceremony, a second ceremony to say we really,

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1 really mean it this time.

2 MR. ROBERTS: Right, but there has to
3 be some mutual agreement, something more than just
4 continuing the marital relationship. She didn't
5 have any idea that the divorce wasn't final?
6 September. So she couldn't have had any idea in
7 February to rehabilitate because it's not a per se
8 conversion from a legal marriage or a void marriage
9 to a common-law marriage after that. There has got
10 to be something more than just continuing status quo
11 which is what all the evidence in this case --

12 MR. SPARWASSER: I don't think that
13 the Claimant has got a burden to prove that there
14 was an express agreement following divorce that they
15 really were married. You know, they got married the
16 one time and they were married up until his death.

17 COMMISSIONER BECK: Go off the record
18 for just a moment.

19 (Discussion off the record.)

20 COMMISSIONER BECK: All right. We
21 are back on the record after a brief discussion.
22 Byers versus Mount Vernon Mills?

23 MR. ROBERTS: Yes, sir.

24 COMMISSIONER BECK: And it's my
25 understanding Ms. Glover has a motion in this

Thomas vs. 5 Star

1 matter?

2 MS. GLOVER: Yes. Based on the
3 Claimant's testimony that we've heard thus far and
4 the ruling in the Byers case, the Fund would make a
5 motion to dismiss this Workers' Compensation claim,
6 like I said, based on the Claimant's testimony that
7 she and Mr. Thomas never spoke of remarriage, never
8 spoke of the divorce once it was finalized. They
9 did nothing to rehabilitate their marriage once the
10 impediment, which was Mr. Thomas' divorce, was
11 removed. And we would move to dismiss on that basis
12 with prejudice.

13 COMMISSIONER BECK: Mr. Roberts?

14 MR. ROBERTS: We agree.

15 COMMISSIONER BECK: Mr. Sparwasser?

16 MR. SPARWASSER: Obviously the
17 Claimant disagrees. The Claimant believes that
18 Mr. and Mrs. Thomas were common-law married and
19 after an impediment is removed, you know, there
20 is -- an express agreement is not needed in between
21 the parties after the impediment is removed and as
22 long as the parties hold themselves out as being
23 married and as long as they intended to be married,
24 as long as they live together a common-law marriage
25 can be presumed.

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1 COMMISSIONER BECK: All right. Mr.
2 Sparwasser, with regard to Byers v. Mount Vernon
3 Mills, the case specifically states that after the
4 barrier to marriage has been removed, which would
5 have been the previous marriage to Ms. Whaley, is
6 that name correct?

7 MR. SPARWASSER: That's right.

8 COMMISSIONER BECK: There must be a
9 new mutual agreement either by way of a civil
10 ceremony or by way of a recognition of the illicit
11 relation and a new agreement to enter into a
12 common-law marriage arrangement.

13 Now, while I agree with you that after the
14 barrier is removed there is nothing that prohibits
15 them from becoming common-law spouses, at least from
16 Byers, Mount Vernon Mills there appears to be a
17 process by which you have to go through once that
18 barrier has been removed. And unless I missed
19 something in her testimony, I believe her testimony
20 was that they never discussed it after the day that
21 Mr. Thomas proposed that marriage and the subsequent
22 marriage the following day in September of '06 and
23 the final divorce decree wasn't until -- let me have
24 the date off the top of --

25 MR. SPARWASSER: It's February 9th of

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1 '07.

2 COMMISSIONER BECK: February 9th of
3 '07. And I'm not sure how we get past -- we get
4 past that because she's indicated there was never
5 another civil ceremony. Got married one time and
6 that was September '06. And there was never any
7 recognition of the illicit relation because she was
8 never aware that there was one to begin with was my
9 understanding of her testimony. She thought he was
10 divorced at the time they got married and they never
11 talked about it after that. And they certainly
12 didn't enter into a new agreement to be common-law
13 husband and wife.

14 MR. SPARWASSER: A new agreement to
15 be common-law?

16 COMMISSIONER BECK: It says and a new
17 agreement to enter into a common-law marriage
18 arrangement.

19 MR. ROBERTS: I think that our
20 position is that she has to know that the impediment
21 has been removed. And she never even knew that
22 there was an impediment that existed, much less one
23 that was removed. So the comment to the parties
24 doesn't even come into play is our position at that
25 point. She's not entered into a legally binding

Thomas vs. 5 Star

1 marriage from day one and there was never any
2 knowledge on her part that number one there was an
3 impediment, number two that it was removed. So
4 subsequent to that there couldn't have been any
5 agreement.

6 COMMISSIONER BECK: And I assume your
7 motion, Ms. Glover, goes to an issue of standing on
8 the part of Ms. Thomas?

9 MS. GLOVER: In addition to that,
10 yes, Commissioner.

11 COMMISSIONER BECK: In addition to?

12 MS. GLOVER: I guess our legal
13 contention was that she didn't have any standing to
14 bring the claim. So if you got to the -- if you
15 found that she did have standing, I would say now,
16 based on her testimony in the Byers case, we would
17 still make our motion to dismiss.

18 COMMISSIONER BECK: Based on lack of
19 standing?

20 MS. GLOVER: Yes. Well, I guess. I
21 don't know. I don't know if you still have to make
22 the ruling as to whether or not she has standing to
23 bring the claim. So I guess you would have to make
24 a ruling on whether or not she had standing. And
25 then if you find she had standing --

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1 COMMISSIONER BECK: Well, I believe
2 they are intertwined. If she's not Mr. Thomas'
3 lawful spouse, what standing would she have to bring
4 this matter?

5 MS. GLOVER: Right.

6 COMMISSIONER BECK: So it all goes to
7 standing.

8 MS. GLOVER: Correct.

9 COMMISSIONER BECK: Anything further,
10 Mr. Sparwasser?

11 MR. SPARWASSER: No, Your Honor.

12 COMMISSIONER BECK: I'm going to
13 grant Defendant's motion to dismiss based on lack of
14 standing in this case. And that should be all I
15 need to do at that point. Thank you very much,
16 folks.

17 (Whereupon, the hearing
18 was concluded at 2:55 p.m.)

19

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21

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24

25

Thomas vs. 5 Star

Certificate of Reporter

I, Deborah S. Thomas, CVR and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of Thomas vs. 5 Star Transportation on the 18th day of December, 2008: that the witnesses were first duly sworn, and that the foregoing 36 pages constitute a true and correct transcription of the said hearing.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to Commissioner T. Scott Beck, South Carolina Workers' Compensation Commission, 1612 Marion Street, Columbia, South Carolina 29201.

In witness whereof I set my hand and seal this 2nd day of January, 2009..



Deborah S. Thomas, CVR
and Notary Public for the
State of South Carolina

My Commission
expires 1/4/18

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO.: 0725187

GEORGE W. THOMAS, Employee,

Claimant,

vs.

5 STAR TRANSPORTATION, Employer, and

S.E. UEF, Carrier,

Defendants.

NOTICE OF WITNESSES AND
WRITTEN MEDICAL REPORTS TO BE
INTRODUCED AS DIRECT EVIDENCE
ON BEHALF OF THE CLAIMANT

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION, AND
Byron P. Roberts, Esquire and Lisa Gover, Esquire, ATTORNEYS FOR THE
DEFENDANTS

YOU ARE HEREBY NOTIFIED that the Claimant, pursuant to the Regulations of the
South Carolina Workers' Compensation Act and South Carolina Code Section 1-23-330
(1976, as amended), herewith submits the following medical reports as direct evidence on
behalf of the Claimant, to wit:

APA #	PROVIDER	TYPE OF REPORT	DATED	NUMBER OF PAGES	PAGES
1.	Cynthia A. Schandl, MD, PhD	Forensic Autopsy Report, Memorandum and CV	11/19/07 and 1/21/10	21	1-21
2.	Dorchester County Coroner	Coroner's Report	11/19/07	3	22-24
3.	Dorchester County Health Department	Death Certificate	12/14/07	1	25
EXHIBIT	PROVIDER	TYPE OF REPORT	DATED	NUMBER OF PAGES	PAGES
A.	Charleston County Family Court	Final Decree of Divorce	2/9/07	4	26-29
B.	State of South Carolina	License and Certificate for Marriage	9/20/06	1	30

C.	Suburban Funeral Home	Funeral Service	11/24/07	2	31-32
D.	Suburban Funeral Home	Funeral Service bill	2/13/08	1	33
E.	Social Security	Application for widow's insurance benefits	3/20/08	2	34-35
F.	APXALARM	Schedule of Protection contract	5/17/07	1	36

YOU ARE FURTHER HEREBY NOTIFIED that you have the right of cross-examination; and, should you desire to exercise said right, you are to forthwith schedule the depositions of any of the physicians, experts or others, whose reports are submitted, for the purposes of cross-examination.

YOU ARE FURTHER HEREBY NOTIFIED that the originals of the documents referred to herein, or photocopies of said originals received from said physicians, experts or others, will be forwarded to the South Carolina Workers' Compensation Commission, for insertion in the file of the South Carolina Workers' Compensation Commission and for inclusion as evidence in the record of this claim on behalf of the Employee-Claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Claimant: The Claimant, Emily Thomas; Johnita Anderson; Helen Richardson; Maggie Baker; Joseph Mazyck; and any and all witnesses listed by the Defendant.

THE STEINBERG LAW FIRM, LLP
61 Broad Street
Post Office Box 9
Charleston, South Carolina 29402
(843) 720-2800

By:


Malcolm M. Crosland, Jr.
Attorney for the Claimant

October 14, 2010
Charleston, South Carolina

M E M O R A N D U M

To: Malcolm Crosland, Jr.
The Steinberg Law Firm, LLC
61 Broad Street, PO Box 9
Charleston, SC 29402-0009

From: Cynthia A. Schandl, MD, PhD

Date: January 21, 2010

Re: Opinion - Cynthia A. Schandl, M.D., Ph.D.

File No.: FA-07-787; George Thomas

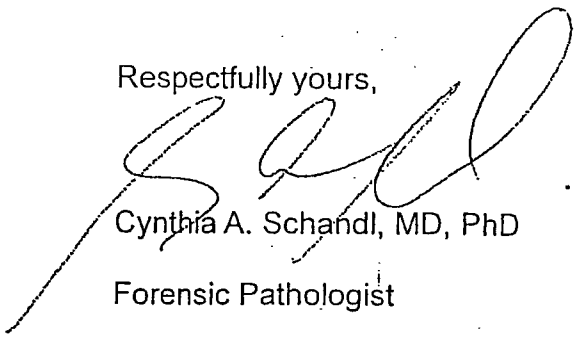
Cynthia A. Schandl is Assistant Professor in the Department of Pathology and Laboratory Medicine at the Medical University of South Carolina. Dr. Schandl is American Board of Pathology (ABP) board certified in anatomic and clinical pathology as well as forensic pathology. She performed the autopsy on decedent, George Thomas (MUSC File #FA-07-787) at the request of the Dorchester County Coroner Office on November 19, 2007. A copy of Dr. Schandl's *Curriculum Vitae* is attached for review.

To a reasonable degree of medical certainty, the cause of death in this case is "Full body blunt trauma complicating ruptured saccular aneurysm of the brain" and the manner of death is "Accident". The injuries sustained in the motor vehicle collision that occurred at ~1:00 a.m. on November 19, 2007 were not survivable. These injuries included the following: partial aortic transection, spinal transection at thoracic vertebrae 5 – 6, multiple fractures (left femur, left and right tibia and fibula, ribs, sternum, pubic symphysis, skull), bilateral hemothoraces (bleeding into the pleural cavities), liver lacerations with

maceration, lung maceration with hemorrhages into the lung and fat embolization into the lung vasculature, skin and soft tissue hemorrhages, and skin incisions, lacerations and abrasions.

A ruptured saccular aneurysm of a cerebral artery at the base of the brain was present; whether the rupture occurred prior to or as a result of the collision cannot be determined by autopsy examination. However, to a reasonable degree of medical certainty, this condition did not cause death. Autopsy evidence (significant hemorrhage at the site of injuries and fat embolization to the pulmonary vasculature) demonstrates that Mr. Thomas was alive at the time of the collision. The injuries sustained in the collision were not survivable, and the ruptured saccular aneurysm did not cause death prior to the collision. Thus, to a reasonable degree of medical certainty, Mr. Thomas died as a result of injuries sustained in a motor vehicle collision.

Respectfully yours,



Cynthia A. Schandl, MD, PhD

Forensic Pathologist

Curriculum Vitae

NAME

Cynthia Anna Schandl, M.D., Ph.D.

MAILING ADDRESS

Medical University of South Carolina
Department of Pathology and Laboratory Medicine
171 Ashley Avenue, Suite 309
MSC-908
Charleston, SC 29425
(843) 792-9462
Fax: (843) 792-3537
E-mail: schandlc@musc.edu

PERSONAL INFORMATION

Birthplace

San Diego, California

Citizenship

United States

EDUCATION

1991-1999:

Medical University of South Carolina
Charleston, South Carolina
Medical Scientist Training Program (MSTP):

College of Medicine
M.D., 1999

Department of Pathology and Laboratory Medicine
Ph.D., 1999
Director: Mark C. Willingham, M.D.

1988-1991:

California State University
San Bernardino, California
B.A., Biology, 1991
Highest Honors

POSTDOCTORAL TRAINING

2003 - 2004	Chief Resident - Anatomic & Clinical Pathology Medical University of South Carolina Charleston, South Carolina
2001 - 2002	Fellow - Forensic Pathology Medical University of South Carolina Charleston, South Carolina
1999 - 2001 2002-2004	Resident - Anatomic & Clinical Pathology Medical University of South Carolina Charleston, South Carolina

PROFESSIONAL BOARD CERTIFICATION

Diplomate of the American Board of Pathology:
Anatomic and Clinical Pathology, 2004
Forensic Pathology, 2005

MEDICAL LICENSURE

South Carolina and Florida

FACULTY APPOINTMENT

2006 -	Assistant Professor Forensic, Anatomic and Clinical Pathologist Pathology and Laboratory Medicine Medical University of South Carolina
2004-2006	Instructor Forensic, Anatomic and Clinical Pathologist Pathology and Laboratory Medicine Medical University of South Carolina
2005 -	Forensic, Anatomic and Clinical Pathologist Oconee Memorial Hospital Seneca, South Carolina

ADMINISTRATIVE APPOINTMENTS

2009 -	Chief, Global Initiative for Pathology Patient Safety Excellence
2009 -	Co-Director of Medical and Forensic Autopsy Section Department of Pathology & Laboratory Medicine Medical University of South Carolina
2009 - 2004 – 2009	Medical Director Acting Medical Director Cytogenetics and Molecular Pathology Medical University of South Carolina
2008 – 2009	Interim Director, Hollings Cancer Center Tissue Biorepository
2006 –	Director – Forensic Pathology Fellowship Program
2005 –	Director – Forensic Pathology Proficiency Testing Medical University of South Carolina

PROFESSIONAL MEMBERSHIPS and ACTIVITIES

2008 – 2009	Hollings Cancer Center –Research member
2003 – 2005	Association of American Medical Colleges Organization of Resident Representatives, appointed by the Association of Pathology Chairs, Inc. (APC),
2004 –	American Society for Clinical Pathology: Fellow, FASCP
1999 - 2004 –	College of American Pathologists: Fellow, FCAP
	Forensic Pathology Committee (2006 - 2007)
	South Carolina Delegate to the House of Delegates (2006)
	Residents Forum: South Carolina Delegate '00-'01
	Residents Forum Executive Committee:

Alternate Delegate to the CAP House of
Delegates, 2001-2002
Delegate to the CAP House of
Delegates, 2002-2003

Liaison to APC GME Committee, '02-'03

Laboratory Accreditation Inspector Training - 2001
Lab Inspection: LabCorps, Cytology
Department, N Charleston, 2001

Forensic Pathology/Identity Committee – '01-'03:
Junior member: 2001 – 2003

Maintenance of Competence Ad Hoc Committee,
2001: Junior member

2000-2004

MUSC: Medical Examiner on-Call

2000 -

National Association of Medical Examiners

1999 -

South Carolina Medical Association

1999 -

South Carolina Society of Pathologists
Secretary, 2006 – 2007
Treasurer, 2007 –

GRANT ACTIVITY

2009

2008-2009 South Carolina Centers of Economic
Excellence: Proposal for a Brain-Digestive Diseases
(BDD-CoEE) Center of Excellence to support two
endowed chairs: CoEE Endowed Chair in Neuro-
Intestinal Proteomics and CoEE Endowed Chair in
Clinical Neuro-Intestinal and Translational Sciences,
Participant (Thomas W. Uhde and Meera
Narasimhan, Principal Investigators), submitted

2009

Regulation of tumor metastasis by systemic
sphingolipid metabolism and signaling; Grants.gov
Tracking #: GRANT10277079, **Co-Investigator** (5%
effort; 9/30/09 – 9/29/11; Principal Investigator: Besim
Ogretman, PhD), submitted

AWARDS AND HONORS

Graduate Medical Education:

- 1) College of American Pathologists:
 - i) Pathology Advocacy, Leadership and Government Affairs
Washington, DC, 2001
 - ii) Activities associated with Committee appointments, 2000-2003
- 2) MUSC Department of Pathology and Laboratory Medicine, Travel Awards:
 - i) USCAP/CAP, Atlanta, Georgia, 2001
 - ii) ASCP/CAP, San Diego, California, 2000
 - iii) NAME, Indianapolis, Indiana, 2000
 - iv) National Student Research Forum, Galveston, Texas, 1996

Undergraduate Medical Education:

- 3) Alpha Omega Alpha (AOA) Medical Honor Society Inductee
Medical University of South Carolina, South Carolina Alpha Chapter, 1999
- 4) Letter of Commendation, Medicine Clerkship
MUSC, Charleston, SC, 1998
- 5) Honors, Psychiatry Clerkship
MUSC, Charleston, SC, 1997
- 6) Dr. E. E. McKee Scholarship, outstanding achievement and interest in pathology
MUSC, Charleston, SC, 1993

Graduate Education:

- 7) MUSC Medical Scientist Training Program (MSTP) Travel Awards:
 - i) National Student Research Forum, Galveston, Texas, 1997
 - ii) Eastern Student Research Forum, Miami, Florida, 1995
 - iii) Aspen M.D./Ph.D. Student Conference, Aspen, Colorado, 1994
- 8) Edward S. Reynolds Memorial Award, Excellence in Pathology Research
National Student Research Forum, oral presentation
University of Texas Medical Branch, Galveston, TX, 1997
- 9) 1st Place Oral Presentation, Graduate Student Year 3+
Student Research Day
MUSC, Charleston, South Carolina, 1996
- 10) 1st Place Oral Presentation, Graduate Student Category
Eastern Student Research Forum
University of Miami, Miami, Florida, 1995
- 11) Nominee, National Graduate Fellowship Competition
California State University, San Bernardino Chapter
Honor Society of Phi Kappa Phi, 1991

12) Honorable Mention Award, National Graduate Fellowship Competition
Honor Society of Phi Kappa Phi, 1991

ACADEMIC COMMITTEE ACTIVITIES

2009 –	Medical University of South Carolina Excellence Physician Communications Team
2009	NCI Research to Inform the Creation of a National Standardized Human Biospecimens Resource, 3/31/09; Participant
2008 – 2009	College of American Pathologists: Segmented Member Research Panel; Participant
2008 –	South Carolina Clinical & Translational Research Institute (SCTR) Tissue Biorepository Steering Committee, Member
2008 – 2009	Hollings Cancer Center Protocol Review Committee, Consultant
2008	Medical University of South Carolina, Autopsy Pathologist Search Committee, Chair
2008	Medical University of South Carolina, Pediatric Pathologist Search Committee, Chair
2006	Medical University of South Carolina, Medical Laboratory Director Search Committee
2005 –	Medical University of South Carolina Autopsy Quality Assurance for Clinicopathological Correlation

AD HOC Journal Review

Archives of Pathology and Laboratory Medicine
2005, 2006

MAJOR TEACHING RESPONSIBILITIES

Undergraduate Medical Education:

Lecturer
Mechanisms of Disease I
Medical University of South Carolina
Seminar-Tutorial Group Leader
Mechanisms of Disease I and II
Medical University of South Carolina
Selectives Co-Director

Graduate Medical Education: Attending Pathologist
 Medical Student, Resident, and Fellow Education
 Medical and Forensic Autopsy Section
 Department of Pathology and Laboratory Medicine
 Medical University of South Carolina

 Director
 Forensic Pathology Proficiency
 Weekly Seminar Series: Administrative and Didactic

MAJOR CLINICAL INTERESTS AND RESPONSIBILITIES

General Forensic Pathology
General Autopsy Pathology
Maternal-Fetal Forensic Pathology
Placental Pathology - Specialty Courses Attended:
 USCAP 2007: Pathology of the Placenta, 3/29/07 (Phyllis C. Huettner, MD)
 ASCP 2007: Basic Placental Pathology, 4/27/07 (Cynthia G. Caplan, MD)
Clinical Cytogenetics and Molecular Pathology
Human Biospecimen Repository

LECTURES AND PRESENTATIONS

Invited Lectures:

1. "Suicide," 9th Annual Pediatric Forensic Issues Conference, Institute for Pediatric Medical Education, Anaheim, CA, 11/30/2005
2. "Atraumatic Heart Deaths," 9th Annual Pediatric Forensic Issues Conference, Institute for Pediatric Medical Education, Anaheim, CA, 11/30/2005
3. "Thrombophilia," Graduate Medical Education Conference, Department of Pathology and Laboratory Medicine, MUSC, 1/15/2003
4. "Forensic Pathology: Asphyxia," Graduate Medical Education Conference, Department of Pathology and Laboratory Medicine, MUSC, 2002
5. "A Sampling of Maternal Catastrophes," Graduate Medical Education Conference, Department of Pathology and Laboratory Medicine, MUSC, May 2001
6. "Forensic Pathology: Thermal Injury and Electrocution," MUSC Medical School, Fall, 2000

7. "The Mucopolysaccharidoses," Graduate Medical Education Conference, Department of Pathology and Laboratory Medicine, MUSC, 2000

Recent Scientific Presentations:

1. Schandl EK, A Carlo, **CA Schandl**. Cancer Profile v. CEA Tumor Marker. Platform presentation, American Association of Bioanalysts, May 18, 2007 annual meeting (Orlando, FL)
2. Schandl EK, A Carlo, **CA Schandl**. Cancer Profile v. CA 15.3 Tumor Marker. American Association of Bioanalysts, 2006 annual meeting (June 8-10, 2006, Las Vegas, NV); 1st place poster award received
3. Batalis, NI+, **Schandl CA**, and Harley RA. Verapamil toxicity: an unusual case report and review of the literature. Poster presentation at the 36th Annual National Association of Medical Examiners Meeting, Los Angeles, CA, October 14-19, 2005
4. Batalis, NI+ and **Schandl CA**. Acute deaths in adults due to invasive streptococcal infection. Oral presentation at the 36th Annual National Association of Medical Examiners Meeting, Los Angeles, CA, October 15, 2005
5. **Schandl CA** and SE Presnell. Drowning death during basic Marine Corps training. Platform presentation at the 36th Annual National Association of Medical Examiners Meeting, Los Angeles, CA, October 17, 2005
6. **Schandl CA** and Collins KA. Focal breast bud hemorrhage in a neonate. Platform presentation at the 31st Annual National Association of Medical Examiners Meeting, Indianapolis, IN, 2000

COMMUNITY SERVICE

"Wash Your Hands," Yemassee Elementary School, Yemassee, South Carolina, 1997

"Tell Your Family About Your Organ Donation Wishes," Hometown Radio/Newspaper Interviews, CAP Council on Public Affairs, San Diego, California, 2000. News release 1/9/2001

Peer Reviewed PUBLICATIONS

1. Presnell SE and **Schandl CA**. Munchausen Syndrome. CAP Press, FR Program, FR546, accepted for publication (2009).

2. Presnell SE and **Schandl CA**. Sudden Cardiac Death in Childhood: Histiocytoid Cardiomyopathy, ASCP Press, Check Sample FP 09-5 (FP-346), May 2009.
3. **Schandl CA** and Springer J. Supraglottitis in an Adult. CAP Press, FR Program: 08FR-A05, 2008.
4. Presnell SE and **Schandl CA**. Parietal skull fracture in an infant. CAP Press, FR Program: 08FR-B11, 2008.
5. Sheil AT+, Collins KA, **Schandl CA**, Harley RA. Fatal neurotoxic response to neuroleptic medications: case report and review of the literature. American Journal of Forensic Medicine and Pathology, 28(2):116-120, June 2007.
6. Batalis NI+, Harley RA, and **Schandl CA**. Verapamil toxicity: an unusual case report and review of the literature. The American Journal of Forensic Medicine and Pathology, 28(2):137-140, June 2007.
7. **Schandl CA** and Presnell SE. Death of a young mother. CAP Press, FR Program: 07FR-A05, 2007
8. Batalis NI+, Caplan MJ, and **Schandl CA**. Acute deaths in nonpregnant adults due to invasive streptococcal infections. The American Journal of Forensic Medicine and Pathology, 28(1):63-68, March 2007
9. Batalis NI, Caplan MJ, and **Schandl CA**. Invasive group B Streptococcal infections in adults. ASCP Press Check Sample FP 06-9 (FP-320), 48(9), October 2006
10. **Schandl CA**. Overlaying. Forensic Pathology Committee, Northfield, IL: CAP Press, FR Program: 04FR-A06, 2004
11. **Schandl CA**. Abdominal trauma in an infant. Forensic Pathology Committee, Northfield, IL: CAP Press, FR Program: 03FR-B12, 2003
12. **Schandl CA**, Li S, Re GG, Fan W, Willingham MC. Mitotic chromosomal Bcl-2: I. Stable expression throughout the cell cycle and association with isolated chromosomes. J Histochem Cytochem. 1999; 47(2):139-149
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14. **Schandl CA**. Characterization of a form of Bcl-2 that localizes to mitotic chromosomes and the nucleus. Doctoral thesis, Medical University of South Carolina, 1997
15. Collins JA#, **Schandl CA**, Young KK#, Vesely J, Willingham MC. Major DNA fragmentation is a late event in apoptosis. *J Histochem Cytochem*. 1997; 45:923-934
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17. Fan W, **Schandl CA**, Cheng L#, Norris JS, Willingham MC. Glucocorticoids modulate Taxol cytotoxicity in human solid tumor cells. *Cellular Pharmacology*. 1996; 3:343-348

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1. **Schandl CA**, Horne B, Papadea C. Laboratory evaluation of the B-type natriuretic peptide (BNP) test for left ventricular dysfunction. *Proceedings of the Clinical Chemistry Society*. 2003; 33:346
2. Hoda RS, **Schandl CA**, Houser PM, Smith MT. Papanicolaou Stain on Cell Block Sections. *Acta Cytologica*, Proceedings of the 49th Annual Meeting of the American Society of Cytopathology, September 2001
3. Young KK#, Johnson KR#, **Schandl CA**, Li S, Willingham MC. Bcl-2 hyperphosphorylation occurs in G1/M phase of the cell cycle. *Proceedings of the 89th Annual Meeting of the American Association for Cancer Research*. 1998; 39:463

PAMPHLET

Reay DT, Davis GJ, Biedrzycki LM, Cina SJ, Denton JS, Dobersen MJ, Finelli LN, Hanzlick RL, Hunsaker DM, Prahlow JA, Revercomb CH, **Schandl CA**. *The Pathologist in Court*. College of American Pathologists Forensic Pathology Committee, Northfield, IL, 2003

BOOK CHAPTER

Schandl CA and KA Collins. Chapter 17: Maternal Autopsy. In: KA Collins and GM Hutchins, eds. *The Autopsy: Performance and Reporting*, 2nd edition, Northfield, IL: College of American Pathologists, 2003;135-149

December 2, 2009

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

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**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

Autopsy Information

Date of Death: 11/19/07 Time: 1:00 a.m.
Date of Autopsy: 11/19/07 Time: 12:00 p.m.
County: Dorchester
Coroner: Perida Moultrie, Deputy
Attending Pathologist: Cynthia A. Schandl, MD, PhD
Autopsy Technician: Kimberly Boretsky
Prosecutor(s): Drs. Cynthia A. Schandl, S.Erin Presnell and medical student C. Pauley

Reason for Autopsy: Died after bus collision
(If Injury) How occurred: Bus collision into tree
Date of Injury: 11/19/07 Time: 1:00 a.m.
Place of Injury: Public freeway (I-26) At Work: Yes

Cause of Death

Full body blunt trauma complicating ruptured saccular aneurysm of the brain

Manner of Death

Accident

CASE HISTORY

According to the coroner, the decedent was a 58-year-old black male bus driver who became unresponsive at the wheel of a bus at approximately 1:00 a.m. on November 19, 2007. The bus went off of the road (interstate 26) and struck a tree. Multiple passengers sustained injuries. He was apparently witnessed to slump over and become unresponsive prior to driving off the road. The bus was heading southbound at the 184 mile marker; the route was from St. Stephen to Miami.

Department of Pathology and Laboratory Medicine
Forensic Pathology

Chair: Janice M. Lage, M.D.

Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

Patient: THOMAS, GEORGE
Med Rec: THOMAS
DOB: Age: 58 years
Sex: Male Race: Black
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**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

Medical history is significant for diabetes mellitus for which he was prescribed an oral medication.

GROSS DESCRIPTION

EXTERNAL EXAMINATION

The body is that of a well-developed, well-nourished, adult black male, who weighs approximately 205 pounds, is 74.5 inches in length, and appears compatible with the stated age of 58 years. The body is identified by the coroner. The body is clad in two black socks, a brown boot on the right foot, blue pants, a brown belt, white underwear, a white t-shirt, and a light blue short-sleeved shirt. Three necklaces are worn and five rings are on fingers of the right hand. Pills retrieved from the left front pants pocket included the following: two round yellow pills with a "K" etched on one side, one large oval orange tablet with no markings, one 10 mg quinapril, one 10 mg Lipitor, one 5 mg Glipizide XL, and one 500 mg metformin. The body is warm to the touch. Rigor is partially fixed (+2-3/4) in all extremities and jaw. Livor is indiscernible. The scalp hair is shaven. The irides are brown; the pupils are bilaterally equal. The corneae are clouded. The sclerae and conjunctivae are unremarkable except as described under "Evidence of Injury". The nose and ears are not unusual except for injuries. The lips and gums are intact except as described under "Evidence of Injury". The upper central teeth (#6-11) are replaced by dentures with chips of tooth 9 and 10 and a gold cap at tooth 6. The lower teeth are in good condition. The deceased has a mustache and slight beard stubble. The neck is without masses, and the larynx is in the midline. The thorax is asymmetrical as described under "Evidence of Injury". The abdomen is flat. The penis is unremarkable; the testes are bilaterally descended within the scrotum. The anus and back are unremarkable except for abrasions as described under "Evidence of Injury". The upper and lower extremities are well-developed and without absence of digits. Identifying marks and scars consist of a 0.5 x 0.4 inch hypopigmented area of the anterior left shoulder, a 1.5 x 0.3 inch scar of the anterior medial mid right thigh, and thickened skin over the knees. Additional scars and marks are likely obscured by multiple injuries. There is no evidence of emergency resuscitation and / or medical therapy.

EVIDENCE OF INJURY

HEAD AND NECK: Lacerations up to 0.7 inch in length and 0.2 inch in depth are of the left forehead and right parietal regions of the scalp. Few superficial abrasions of the frontal scalp and forehead are up to 0.5 inch each. A 1.1 x 0.1 inch laceration lateral to the right eye has a depth of 0.3 inch. Three sharp edged abrasions up to 0.2 inch each are of the left cheek,

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**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

suggestive of dicing. A 1.8 x 1.5 inch region of abrasions is of the right cheek. Abrasions and superficial incisions of the right side of the chin are up to 1.0 inch each. A 0.2 x 0.01 inch incision of the mid lower lip has a depth of 0.1 inch. Bilateral periorbital ecchymoses are appreciated. Right lateral scleral hemorrhage is present. Multiple abrasions with variable skin avulsion and superficial incisions up to 1.5 inches each cover the nose. A 4.0 x 0.4 inch region of dried abrasion is of the anterior and left lateral aspect of the neck in the region where necklaces are worn.

Scalp hemorrhages are associated with the above-described lacerations. Bilateral temporalis muscle hemorrhages are noted. Hairline fractures are of the anterior and middle cranial fossae and bilateral temporal bone. Massive subarachnoid hemorrhage is confined to the base of the brain and overlies the Circle of Willis, midbrain, brainstem and base of the cerebellum at the midline. Dissection reveals rupture of a saccular aneurysm of the left posterior communicating artery of the Circle of Willis. Intraventricular hemorrhage is extensive.

THORAX AND ABDOMEN: A 2.3 x 1.6 inch curved abrasion of the right chest is suggestive of steering wheel injury. Additional superficial abrasions and incisions of the chest and abdomen are up to 3 inches each. Superficial abrasions of the left upper back and left mid back are up to 4 inches each.

Fractures are as follows: sternum, left lateral ribs (1 – 12), left posterior ribs (1 – 8), right anterior ribs (1 – 3, 5 – 8), right lateral ribs (1, 3 – 8), and right posterior rib 5. Spinal transection is at the level of the 5th – 6th thoracic vertebra.

Partial transection is of the ascending aorta, 0.5 cm from the aortic valve. Multiple lacerations with expansive regions of maceration are of the liver. The left hemidiaphragm is ruptured and abdominal contents are in the left pleural cavity. The right pleural cavity contains approximately 350 mL of blood and the left contains approximately 50 mL of blood and gastric contents. Trace blood is within the peritoneal cavity. A perforation is of the gastric wall. Scant hemoperitoneum is present. Bilateral pulmonary parenchymal hemorrhages and left pulmonary parenchymal maceration are noted. Bloody froth is within airways; pulmonary bullae are noted. The right adrenal gland is macerated. Patchy soft tissue hemorrhage is of the mesentery and retroperitoneum.

UPPER EXTREMITIES: Multiple abrasions with variable skin avulsion of the arms and hands are up to 5 inches each. Abrasions with skin avulsion are of several knuckles. A 3 x 1 inch

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Forensic Pathology Fax: 843-792-3537

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Forensic Autopsy Final
Report

laceration is of the posterior left forearm and a 1.3 x 0.1 inch laceration with a depth of 0.2 inch is of the left hypothenar eminence.

LOWER EXTREMITIES: A 4.5 x 0.2 inch yellow-based abrasion is of the right inguinal region. Fractures are of the left femur and bilateral tibia and fibula. The left lower leg fractures are associated with a 10 x 3 inch region of perforation/laceration with underlying muscle and bone exposure. The right lower leg fractures are associated with a 1.7 inch skin perforation with associated region of abrasions. The femur fracture is associated with two overlying lacerations up to 1.8 inches each. Also associated with the femur fracture are multiple vertically-oriented linear abrasions in a 4 x 3 inch region situated at the distal lateral aspect of the left thigh. An additional laceration of the left knee is 2.3 x 0.2 inches with a depth of 0.2 inch. A laceration of the medial aspect of the left foot is 5.3 x 1.5 inches and of the posterior aspect of the medial left foot is 1.7 x 0.3 inches. Abrasions with skin and base of toenail avulsion are of the left great and second toes. A 2.7 x 0.05 inch incised wound with a depth of 0.4 inch is of the posterior mid left thigh. Additional abrasions with variable associated laceration of the legs are up to 4 inches each. Pubic symphysis separation is present.

INTERNAL EXAMINATION

BODY CAVITIES: No adhesions are in any of the body cavities. All body organs are present in normal anatomical positions except as described under "Evidence of Injury".

HEAD (CENTRAL NERVOUS SYSTEM): The brain weighs 1420 grams. The dura mater and falx cerebri are intact. The leptomeninges are thin and firm. The cerebral hemispheres are symmetrical. Subarachnoid hemorrhage covers the base of the brain overlying the Circle of Willis, midbrain, brainstem and portions of the cerebellum as described under "Evidence of Injury". A ruptured saccular aneurysm is of the left posterior communicating artery. In addition, the Circle of Willis displays three anterior cerebral arteries. The cranial nerves are intact and free of abnormality. Sections through the cerebral hemispheres reveal no lesions within the cortex, subcortical white matter, or deep parenchyma of either hemisphere. The basal ganglia, thalami, and hippocampi are unremarkable. The cerebral ventricles are normal caliber. Sections through the brainstem and cerebellum are unremarkable with the exception of overlying subarachnoid hemorrhage.

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**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

NECK: Examination of the soft tissues of the neck, including strap muscles, thyroid gland, and large vessels, reveals no abnormalities. The hyoid bone and larynx are intact. The lingual mucosa is intact; the underlying firm red-brown musculature is devoid of hemorrhage.

CARDIOVASCULAR SYSTEM: The heart weighs 400 grams. The pericardial and epicardial surfaces are smooth, glistening and unremarkable; the pericardial sac is free of significant fluid or adhesions. The left main coronary artery arises normally. The right coronary artery ostium is slightly proximally displaced and an accessory ostium is noted. The coronary arteries follow the usual distribution and are patent, without evidence of significant atherosclerosis or thrombosis. The chambers and valves bear the usual size-position relationships and are unremarkable. The valves have the following circumferences: tricuspid valve = 14.5 cm, pulmonic valve = 8.2 cm, mitral valve = 11.0 cm, and aortic valve = 8.1 cm. The myocardium is dark red-brown, firm, and unremarkable; the atrial and ventricular septa are intact. The left ventricular thickness = 1.5 cm, right ventricular thickness = 0.4 cm, and the interventricular septum = 1.3 cm. The aorta and its major branches arise normally, follow the usual course and are patent, free of significant atherosclerosis and other abnormality. The venae cavae and their major tributaries return to the heart in the usual distribution and are free of thrombi.

RESPIRATORY SYSTEM: The right and left lungs weigh 400 and 540 grams, respectively. The upper airway is clear of debris and foreign material; the mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth and glistening. Lobar divisions are of the usual configuration. The pulmonary parenchyma is dark red-purple, exuding slight to moderate amounts of blood and frothy fluid. Injuries are described under "Evidence of Injury". The pulmonary arteries are normally developed, patent, and without thrombus or embolus.

LIVER AND BILIARY SYSTEM: The liver weighs 1670 grams. The hepatic capsule is smooth, glistening and disrupted by injury as described under "Evidence of Injury". Uninjured parenchyma is red-brown. The gallbladder contains approximately 7 ml of amber, slightly mucoid bile; the mucosa is velvety and unremarkable. The extrahepatic biliary tree is patent, without evidence of calculi. The portal vein and its tributaries are unremarkable.

ALIMENTARY TRACT: The esophagus is lined by gray-white, smooth mucosa. The gastric mucosa is arranged in the usual rugal folds, and the lumen is empty. Gastric contents are within the left pleural cavity as described under "Evidence of Injury". The small and large bowel

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Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

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F o r e n s i c A u t o p s y F i n a l
R e p o r t

are unremarkable. The appendix is present. The pancreas has a normal gray-white, lobulated appearance, and the ducts appear clear.

GENITOURINARY TRACT: The right and left kidneys weigh 190 and 200 grams, respectively. The renal capsules are smooth and thin, semi-transparent, and strip with ease from the underlying, smooth, red-brown, firm, cortical surfaces. The cortices are sharply delineated from the medullary pyramids, which are red-purple to tan and unremarkable. Simple renal cortical cysts are up to 1.0 cm each. The calyces, pelves, and ureters are unremarkable. The relationships at the trigone are unremarkable. The urinary bladder contains approximately 100 ml of cloudy yellow urine; the mucosa is gray-tan and smooth. The testes, prostate and seminal vesicles are unremarkable.

RETICULOENDOTHELIAL SYSTEM: The spleen weighs 60 grams and has a smooth, intact capsule covering red-purple, moderately firm parenchyma; the lymphoid follicles are unremarkable. The abdominal lymph nodes appear normal; however, prominent pulmonary hilar lymphadenopathy is noted. The bone marrow is red-purple and homogeneous, without evidence of focal abnormality.

ENDOCRINE SYSTEM: The pituitary, thyroid, and adrenal glands are unremarkable with the exception of adrenal cortical hyperplasia.

MUSCULOSKELETAL SYSTEM: The bony framework, supporting musculature, and soft tissues are not unusual with the exception of vertebral osteophytes and extensive injury as described under "Evidence of Injury".

CASSETTE SUMMARY:

1. Spleen, right lung, liver, prostate
2. Hilar lymph node, right and left cardiac ventricle, left lung
3. Left kidney, interventricular cardiac septum, adrenal
4. Pancreas, testis, cerebellum, right kidney, thyroid
5. Pituitary, cerebrum

CAS:mtr
11/19/07

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Forensic Autopsy Final
Report

12/7/07

Cynthia A Schandl, M.D. Ph.D. (1-4382)/ MTR

CASE SUMMARY

A complete autopsy was performed on the body of George Thomas at the Medical University of South Carolina Autopsy Suite on November 19, 2007. The postmortem examination began at 12:00 p.m. The prosecutors were Drs. Cynthia A. Schandl and S. Erin Presnell and medical student Crystal Pauley. The autopsy technician was Ms. Kimberly Boretsky. The autopsy was authorized by the Dorchester County Deputy Coroner, Ms. Perida Moultrie.

Significant findings at autopsy included massive subarachnoid hemorrhage of the base of the brain associated with a ruptured saccular aneurysm of the left posterior communicating artery of the Circle of Willis. Full body blunt trauma sustained included partial aortic transection; spinal transection at T5-6, multiple fractures (left femur, left and right tibia and fibula, ribs, sternum, pubic symphysis separation, skull), bilateral hemothoraces, liver lacerations with maceration, lung maceration and parenchymal hemorrhages, patchy mesenteric/retroperitoneal and soft tissue hemorrhages, and skin incisions, lacerations and abrasions. Additional findings included slight displacement of the right coronary artery ostium with an accessory ostium, renal cortical cysts, spinal osteophytes, hilar lymphadenopathy, accessory anterior cerebral artery, and adrenal hyperplasia.

Microscopic examination of the cerebellum confirmed subarachnoid hemorrhage. Pulmonary parenchymal hemorrhage was noted as was pulmonary vascular fat embolization and intravascular congestion. A paucity of red blood cells was in the spleen. Hemorrhage was of the right cardiac ventricular subepicardial parenchyma. Multiple sections of heart revealed extensive infiltration of the myocardium by lymphocytes and rare eosinophils as well as patchy and interstitial fibrosis. Associated focal cardiomyocytolysis was noted. Mild macrovesicular steatosis and chronic triaditis were of the liver. The kidneys revealed mild arteriosclerosis and approximately 5% glomerular senescence with associated chronic interstitial inflammation. An adrenal hyperplastic cortical nodule was present. The prostate showed benign hyperplasia. Sections of the reactive hilar lymph node, testis, pancreas, thyroid, pituitary, and cerebrum were noncontributory.

Department of Pathology and Laboratory Medicine
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Chair: Janice M. Lage, M.D.

Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

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Forensic Autopsy Final Report

A partial tube of cardiac blood, vitreous, urine, and liver are sent to South Carolina Law Enforcement Division (SLED) laboratory for toxicological analysis. Results will be reported by SLED in a separate report.

Analysis of vitreous fluid reveals the following: sodium = 141 mmol/L, potassium = 7.8 mmol/L, chloride = 122 mmol/L, urea nitrogen = 15 mg/dl, creatinine = 0.5 mg/dl, glucose = 96.0 mg/dl, and acetone = negative.

In light of the historical, vitreous chemistry, gross and microscopic autopsy findings, it is the opinion of the prosecutors that the decedent died as the result of full body blunt trauma complicating ruptured saccular aneurysm of the brain. Other significant conditions included lymphocytic myocarditis. Furthermore, the manner of death is best deemed accident.

FINAL DIAGNOSIS

- Massive subarachnoid hemorrhage of the base of the brain associated with a ruptured saccular aneurysm of the left posterior communicating artery of the Circle of Willis.
- Full body blunt trauma: partial aortic transection, spinal transection at T5-6, multiple fractures (left femur, left and right tibia and fibula, ribs, sternum, pubic symphysis separation, skull), bilateral hemothoraces, liver lacerations with maceration, lung maceration/parenchymal hemorrhages/vascular fat emboli, patchy mesenteric/retroperitoneal/soft tissue hemorrhages, and skin incisions/lacerations/abrasions.
- Lymphocytic myocarditis.
- Mild steatohepatitis.
- Mild nephrosclerosis.
- Slight displacement of the right coronary artery ostium with an accessory ostium.
- Renal cortical cysts.
- Spinal osteophytes.
- Hilar lymphadenopathy.
- Accessory anterior cerebral artery.
- Adrenal hyperplasia.
- Benign prostatic hyperplasia.
- Toxicology pending (South Carolina Law Enforcement Division Laboratory).

Department of Pathology and Laboratory Medicine
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Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

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Patient: THOMAS, GEORGE
Med Rec: THOMGEO
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F o r e n s i c A u t o p s y F i n a l
R e p o r t

CERTIFICATION

I certify that I personally conducted the diagnostic evaluation of the above specimen(s) and have rendered the above diagnosis(es).

Cynthia A Schandl, M.D. Ph.D. (1-4382)
(Electronically signed by)
Verified: 12/07/2007 02:07
CAS/MTR

Department of Pathology and Laboratory Medicine
Forensic Pathology

Chair: Janice M. Lage, M.D. Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

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R-221

OFFICE OF
DORCHESTER COUNTY CORONER

Christopher D. Nisbet, Coroner
212 Deming Way, Suite 2 - Summerville, SC 29483-4707

St. George
563-0351 Office
563-0352 Fax
(All numbers are in area code 843)

Summerville
832-0351 Office
832-0352 Fax
873-5111 Dispatcher

FACSIMILE

TO: John Price Law Firm ATTN: Max Sparwasser DATE: Wednesday, July 09, 2008

PHONE: 843/552-6011 FAX: 843/760-6840 PAGE 1 OF 4 PAGES

FROM: Dorchester County Coroner PHONE: (843)832-0351 FAX (843)832-0352

Mr. Sparwasser,

The following is the coroner's report on George Thomas along with an invoice for this report. Please forward you check to the address on the invoice. Also, I e-mailed the pictures of the scene to MaxSparwasser@johnpricelawfirm.com. If I can be of any further assistance, please do not hesitate to call.

Sincerely,

Jackie Lilienthal

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FIELD REPORT

Page 2

I was dispatched to a call on I-26 involving a Tour Bus. Upon arrival, passengers were still being transported from the scene. Decedent (bus driver) was still entrapped inside the bus, that left road and collided with tree. Decedent had to be extricated by fire department. Owner of bus company was present at scene. Berkeley County Coroner's Office was contacted to make notification to wife. I went to decedent's mother's home to notify her. Wife stated that she wanted Suburban Funeral Home to handle arrangements. They were notified to pick up decedent after autopsy.

I HEREBY CERTIFY THIS IS A
TRUE COPY OF THE RECORD ON
FILE IN THE DORCHESTER
COUNTY HEALTH DEPARTMENT

DEC 14 2007

COUNTY REGISTRAR

DEATH CERTIFICATION

STATE FILE NUMBER : 139-07-033881

DECEDENT'S INFORMATION:

NAME: GEORGE WILLIAM THOMAS

AKA: NOT LISTED

SEX: MALE

SOCIAL SECURITY NUMBER:

ARMED FORCES: YES

DATE OF DEATH: NOV 19 2007

DATE OF BIRTH:

AGE: 58 YEARS

PLACE OF DEATH INFORMATION:

TYPE: OTHER (SPECIFY)

FACILITY NAME AND ADDRESS: 184 WEST MILE MARKER, DORCHESTER, DORCHESTER COUNTY, SC 29437

DISPOSITION INFORMATION:

METHOD: BURIAL

PLACE: BROWNSVILLE CEMETERY

LOCATION: SUMMERVILLE, SOUTH CAROLINA

DEMOGRAPHIC INFORMATION:

RESIDENCE:

HANAHAN, BERKELEY COUNTY, SC 29410

PLACE OF BIRTH: SOUTH CAROLINA

MARITAL STATUS: MARRIED

SURVIVING SPOUSE'S NAME: EMILY MOORE

FATHER'S NAME: GEORGE WILLIAM THOMAS SR

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: GLENNIE WRIGHT

INFORMANT'S INFORMATION:

INFORMANT'S NAME: EMILY MOORE THOMAS

RELATIONSHIP: FAMILY MEMBER

MAILING ADDRESS:

HANAHAN, SC 29410

FUNERAL HOME: SUBURBAN FUNERAL HOME, INC., 2336 MEETING ST., NORTH CHARLESTON, SC 29405-6120

FUNERAL DIRECTOR: GERARD H MIKEL SR

LICENSE NUMBER: 1243

EMBALMER'S NAME: GERARD H MIKEL SR

LICENSE NUMBER: 1148

CAUSE OF DEATH - PART I

FULL BODY BLUNT TRAUMA

TRAFFIC ACCIDENT

RUPURED SACCULAR ANEURYSM OF THE BRAIN

PART II

CORONER CONTACTED? YES

AUTOPSY PERFORMED? YES

AUTOPSY AVAILABLE? YES

ACTUAL OR PRESUMED TIME OF DEATH: 01:00 AM

MANNER OF DEATH: ACCIDENT

INJURY INFORMATION:

DATE OF INJURY: NOV 19 2007

TIME OF INJURY: 01:00 AM

INJURY AT WORK? YES

PLACE OF INJURY: INTERSTATE HIGHWAY

LOCATION OF INJURY: 1-26 WEST MILE MARKER 184, HARLEYVILLE, DORCHESTER COUNTY, SC 29437

HOW THE INJURY OCCURRED?

TOUR BUS LEFT ROAD AND COLLIDED WITH TREES

CERTIFIER NAME AND TITLE: DEPUTY CORONER PERIDA S. MOULTRIE

LICENSE NUMBER: NOT LISTED

CERTIFIER'S ADDRESS: 212 DEMING WAY SUITE 2, SUMMERVILLE, SC 29483

DATE FILED: DEC 12 2007

DATE OF ISSUANCE: DEC 14 2007

SPECIAL INSTRUCTIONS:

STATE OF SOUTH CAROLINA) IN THE FAMILY COURT OF THE
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

CYNTHIA WHALEY,
Plaintiff,

CASE NUMBER: 2006-DR-10-2853

FINAL DECREE OF DIVORCE

-vs-

GEORGE WILLIAM THOMAS,
Defendant.

HEARING DATE:

February 9, 2007

HEARING JUDGE:

F.P. Segars-Andrews

PLAINTIFF'S ATTORNEY:

PRO SE

DEFENDANT'S ATTORNEY:

N/A

COURT REPORTER:

Sharon D. Jones

The action is one for divorce which was commenced by the filing of a Summons and Complaint in the Office of the Clerk of Court on July 10, 2006. Present is the Plaintiff who appeared *pro se*. Defendant was personally served a certified copy of the Summons and Complaint (see Sheriff's Affidavit of Service). Defendant was given notice of this hearing by certified mail and was not present.

Prior to the taking of any testimony, the Court carefully inquired of the Plaintiff as to the possibility of a reconciliation between the parties. Plaintiff stated definitely that no such possibility exists, and so I find.

Based on the pleadings, sworn testimony, and other evidence of record, I make the following Findings of Fact and Conclusions of Law:

ONE: The Court has jurisdiction over the parties and subject matter of this action and venue is proper.

TWO: There is no possibility of a reconciliation between the parties.

THREE: The parties were married on February 9, 1995.

FOUR: The parties separated on July 1, 2000 in Charleston, South Carolina and have lived separate and apart since that time; and, Plaintiff's testimony is properly corroborated.

FIVE: The parties have lived separate and apart without cohabitation for a period of more than one (1) year.

SIX: The Plaintiff has established grounds for divorce on the basis of South Carolina Code of Laws, 20-3-10(5) 1976, as amended, for one (1) year continuous separation.

SEVEN: There are no minor children born to the parties during the course of their marriage.

EIGHT: The Plaintiff's complaint anticipates that Defendant will execute a settlement agreement that addresses property and support (and that there are no such issues that need to be addressed); however, Defendant through neglect or disinterest has not responded as requested. The parties own no property, real or otherwise, which needs to be equitably divided by this Court and no debt which needs to be equitably divided by the Court.

NINE: The Plaintiff's rights to alimony are waived.

TEN: The Defendant's rights to alimony should be barred as he has been self supporting since the separation of the parties and has filed no formal response requesting such support.

ELEVEN: The parties have not colluded for the purpose of securing this divorce.

TWELVE: The wife has never used the surname *Thomas* and requests that this court confirm that her legal name is *Cynthia Whaley*; and such request is not made for the purpose of avoiding criminal prosecution or creditors.

Now, therefore, having fully considered the evidence of record, as well as the testimony presented,

IT IS HEREBY ORDERED that:

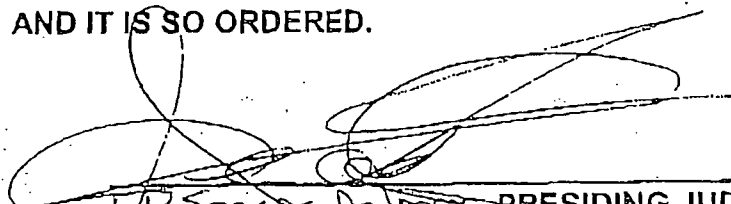
ONE: Plaintiff is granted a divorce on the grounds set forth in 20-3-10(5) of the South Carolina Code of Laws, 1976, as amended, forever dissolving the bonds of marriage between them.

TWO: All and any rights the Plaintiff may have to alimony are now and forever waived.

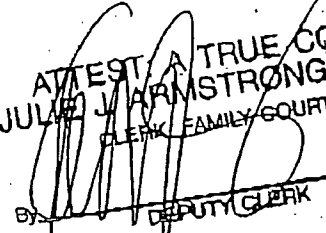
THREE: All and any rights the Defendant may have to alimony are now and forever barred.

FOUR: The Wife's name shall be confirmed as *Cynthia Whaley*.

AND IT IS SO ORDERED.


F.P. Seagans, Andrew PRESIDING JUDGE
FAMILY COURT OF THE NINTH JUDICIAL CIRCUIT

Feb. 9, 2007.

ATTEST A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK FAMILY COURT
BY  DEPUTY CLERK

2062783

LICENSE AND CERTIFICATE FOR MARRIAGE STATE OF SOUTH CAROLINA

2006-002783

LICENSE NUMBER

CHARLESTON

COUNTY

GROOM-NAME (FIRST) (MIDDLE) (LAST)			BIRTHDATE (MONTH, DAY, YEAR)		AGE
(1) GEORGE WILLIAM THOMAS					(2b) 57
BIRTHPLACE (State or foreign country)		RACE	RESIDENCE (Street and Number)		
(3) SOUTH CAROLINA		(4) BLACK	(5)		
CITY, TOWN OR LOCATION		COUNTY	STATE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)	
(5) CHARLESTON		(5c) CHARLESTON	(5d) SC	(6) 1	
BRIDE-NAME (FIRST) (MIDDLE) (LAST)			BIRTHDATE (MONTH, DAY, YEAR)		AGE
(7) EMILY CAROL MOORE					(8b) 52
BIRTHPLACE (State or foreign country)		RACE	RESIDENCE (Street and Number)		
(9) SOUTH CAROLINA		(10) BLACK	(11)		
CITY, TOWN OR LOCATION		COUNTY	STATE	NO. OF THIS MARRIAGE (1st, 2nd, etc.)	
(11) CHARLESTON		(11c) CHARLESTON	(11d) SC	(12) 3	
MAIDEN NAME OF BRIDE (If Different From Above)					
(13)					

Application for a license was filed with this court at 9:05A M., on the 19 day of SEPTEMBER, 2006. These are, therefore, to authorize any person qualified to perform marriage ceremonies to perform the marriage ceremony for the persons above named and for the so doing this shall be sufficient warrant. Given under my hand and seal

at 9:05A M., this the 20 day of SEPTEMBER, A.D. 2006.

John J. Condon

Signature of Issuing Officer

JUDGE OF PROBATE

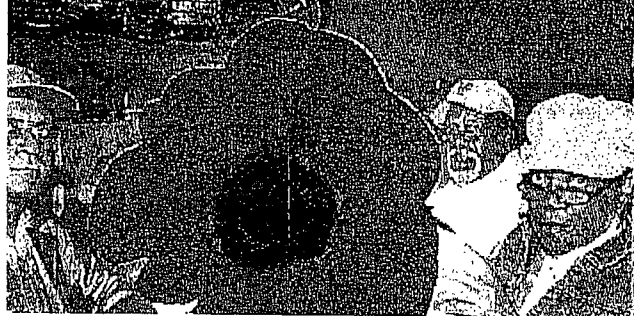
Title of Issuing Officer

GROOM-Signature		BRIDE-Signature	
(14) <i>George W. Thomas</i>		(15) <i>Emily C. Moore</i>	
I certify that the above named persons were married on		Place of Marriage	
(16) <u>September</u> (MONTH) <u>20th</u> (DAY) (YEAR) <u>2006</u>		(17) (CITY) <u>Charlottesville</u> (COUNTY) <u>CHAR</u> SOUTH CAROLINA	
OFFICIANT-Signature		OFFICIANT-Title	
(18a) <i>Rev. Mary L. Samuel</i>		(18b) <u>PASTOR</u>	
OFFICIANT-Mailing Address			
(18c) <u>108 Concord St Goose Creek SC 29445</u>			

20060919-124001-PBTVAH-PBTVAH1

DHEC 0681 (12/1998)

BRIDE/GROOM COPY



Pallbearers
Sunsetter Lodge #1515 (IBPOEW)
American Legion Vulture 76
American Legion Post 112
Professional Motor Coach Operators Assn
North Charleston Buffalo Soldiers (Motorcycle Club)

Honorary Pallbearers
James C. Thomas Tyrone Thomas
Michael W. Thomas Remell Haynes
Kaseem Haynes Jamie Holligan

Moral Bearers
St. Matthews Baptist Church Ushers

Acknowledgment
The family of Mr. George W. Thomas wishes to express
their sincere appreciation for all acts of kindness and
comfort extended to them during their period of bereavement.
Special thanks to all Friends, Family, and Neighbors.

Professional Services Rendered By
Suburban Funeral Home
2336 Meeting Street Road
North Charleston, South Carolina 29405

Funeral Service
Celebrating The Life
Of
Mr. George W. Thomas
Clocked In *Clocked Out*
November 9, 2007



Saturday, November 24, 2007 at 11 A.M.

St. Matthew Baptist Church
2005 Reynolds Avenue
North Charleston, South Carolina 29405

Rev. Dr. Clinton Brantley
Interment
Brownsville Cemetery, Summerville, South Carolina

The Order of Service

Rev. Dr. Clinton Brantley, Officiating

Processional #211 Come Ye Disconsolate
Hymn of Praise The Lord Is My Light and My Salvation

Prayer - Minister Mozelle Odom
Vocal Response #255 There's A Sweet, Sweet Spirit

Scripture Readings
Old Testament - Psalm 27
Minister Bobby Stephens

New Testament - II Corinthians 5:1-10
Rev. Robert Leper

Song St. Matthews Choir

Expressions (3 Minutes)
Charlie Hill - 5 Star Transportation
Frank Jackson - Excellent Charter
Franklin Simmons - S & S Charter

Acknowledgements / Resolution / Obituary

Ms. Barbara Fordham
Eulogistic Hymn #339 It Is Well

Words of Comfort
Dr. Clinton Brantley
Chanted 23rd Psalm

Committal / Parting Verse

Funeral Director Suburban Funeral Home

Recessional / Benediction
Dr. Clinton Brantley

Interment
Brownsville Cemetery

The Obituary

"I have fought a good fight; I have finished my course; I have kept the faith; Henceforth there is laid up for me a crown of righteousness, which the Lord, the righteous Judge, shall give me at that day; and not to me only, but unto all them also that love his appearing. Do thy diligence to come shortly unto me." II Timothy 3: 7-9"

George William Thomas clocked in on this earth at 2:25 a.m. on February 25, 1949. On November 19th at 2:00 a.m. 2007, he clocked out from Labor to Reward.

George was the eldest son of the late George William Thomas Sr. and Glennie Thomas Bethea. He received his education in the Dorchester public school system and graduated from Auston High School in 1967. He was reared in the Brownsville community in Summerville where he attended Brownsville Church of God during his early years. After completing high school, George enlisted in the United States Air Force, which he served honorably for 12 years, active and reserve.

George then joined the Dorchester County Sheriff's office where he diligently served for 11 years. He was a gentleman of distinction and dedication. He was a friend to all and a man of strong integrity. At the time of his death, he was employed by 5 Star Transportation.

George loved to travel and play golf. He was an avid pool player and motorcyclist. He was a member of the Buffalo Soldiers Motorcycle Club, American Legion Post #112, American Legion's Vulture 576 and Sunset Lodge #1515 (UBPOEW).

Precious memories of George will be cherished by his wife, Emily Moore Thomas; daughters, Cassandra (Tyrone) Bennett, Seattle, Washington, Terry Thomas, Savannah, Georgia, Kendra (Anthony) Adkinson, Summerville, South Carolina; brothers, James Thomas and Tyrone Thomas, Summerville, South Carolina and Michael (Nicole) Thomas, Texas. Lawrence Lavaughn Thomas preceded him in death - grandchildren, J'annin Jones, Anthony Christian Adkinson and Taysen Bennett - 5 stepchildren, 5 adopted children and a host of relatives and friends.

Endurance

Life has many ups and downs,
The bitter and the sweet.
Each day is filled with problems
Which tend to make us weak.

But through your faith and Jesus' love,
You will endure the trials.
And you will find your burdens lightened
As you walk another mile.
-Helen Parker

Suburban Funeral Home, Inc.

2336 Meeting Street Road
North Charleston, SC 29405

Statement

Phone: (843) 744-8761

To:

Emily Thomas

Hanahan SC 29410

Please Mail payments to:

Suburban Funeral Home, Inc.
2336 Meeting Street Road
North Charleston SC 29405

Be sure to include account number with payment!

Contract Date	Statement Date	Account Number	Regarding	
Nov 20, 2007	February 13, 2008	2007108	Thomas, George William	
Death Date	Transaction Description		Amount	Balance
Nov 19, 2007	Balance Itemized List Of Goods and Services		\$8,092.98	\$8,092.98
Nov 21, 2007	Payment By: 5 Star Transportation		(\$4,100.00)	\$3,992.98
Balance:			\$3,992.98	

UNIT: KXXKXX

EMILY C THOMAS
5726 HOOVER AVE
N CHARLESTON SC 29406

APPLICATION SUMMARY FOR WIDOW'S OR WIDOWER'S INSURANCE BENEFITS

On March 20, 2008, we talked with you and completed your application for SOCIAL SECURITY BENEFITS. We stored the application information electronically in our records and are enclosing a summary of your statements.

I APPLY FOR ALL INSURANCE BENEFITS FOR WHICH I AM ELIGIBLE UNDER TITLE II (FEDERAL OLD-AGE, SURVIVORS, AND DISABILITY INSURANCE) AND PART A OF TITLE XVIII (HEALTH INSURANCE FOR THE AGED AND DISABLED) OF THE SOCIAL SECURITY ACT, AS PRESENTLY AMENDED.

I UNDERSTAND THAT THE INFORMATION I FURNISHED ON THIS APPLICATION WILL ORDINARILY BE SUFFICIENT FOR A DETERMINATION ON THE LUMP SUM DEATH PAYMENT.

THIS MAY ALSO BE CONSIDERED AN APPLICATION FOR SURVIVORS BENEFITS UNDER THE RAILROAD RETIREMENT ACT AND FOR VETERANS ADMINISTRATION PAYMENTS UNDER TITLE 38 U.S.C., VETERANS BENEFITS, CHAPTER 13 (WHICH IS, AS SUCH, AN APPLICATION FOR OTHER TYPES OF DEATH BENEFITS UNDER TITLE 38).

THE DECEASED WORKER'S NAME IS GEORGE WILLIAM THOMAS.

THE DECEASED'S SOCIAL SECURITY NUMBER IS

THE DECEASED'S DATE OF BIRTH IS

THE DECEASED'S DATE OF DEATH IS November 19, 2007.

NO PREVIOUS APPLICATION HAS BEEN FILED WITH THE SOCIAL SECURITY ADMINISTRATION BY OR FOR THE DECEASED.

MY NAME IS EMILY CAROL THOMAS.

I AM A CITIZEN OF THE UNITED STATES.

I DO NOT HAVE AN UNSATISFIED FELONY WARRANT(S).

I DO NOT HAVE AN UNSATISFIED FEDERAL OR STATE WARRANT(S) FOR VIOLATION OF PROBATION OR PAROLE.

NH

CLAIMANT

SG-SSA-10

I HAVE USED THE FOLLOWING NAME(S):
EMILY MOORE
EMILY CAROL HAYNES

MY SOCIAL SECURITY NUMBER IS

MY DATE OF BIRTH IS

A PREVIOUS APPLICATION HAS BEEN FILED WITH THE SOCIAL SECURITY ADMINISTRATION
BY OR FOR ME.

I DO NOT WANT TO FILE FOR SSI.

GEORGE WILLIAM THOMAS U.S. MILITARY SERVICE DATES ARE AS FOLLOWS:

START DATE	END DATE
January 30, 1970	July 20, 1973

THE DECEASED WAS LAST MARRIED TO CYNTHIA L WHALEY ON February 19, 1995 IN SC BY
A CLERGYMAN OR PUBLIC OFFICIAL. THE MARRIAGE ENDED BY DIVORCE ON
February 1, 2007.

I WAS LAST MARRIED TO GEORGE THOMAS. WE WERE MARRIED ON September 20, 2006 IN
SC BY A CLERGYMAN OR PUBLIC OFFICIAL. MY SPOUSE'S AGE OR BIRTHDATE IS
AND SOCIAL SECURITY NUMBER IS

I WAS PREVIOUSLY MARRIED TO THOMAS MOORE ON June 26, 1985
IN NY BY A CLERGYMAN OR PUBLIC OFFICIAL. THE MARRIAGE ENDED BY DEATH ON
January 1, 1988 IN NY.

I DO NOT QUALIFY FOR A U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT PENSION BASED
ON MY OWN EMPLOYMENT NOT COVERED BY SOCIAL SECURITY.

I WANT BENEFITS BEGINNING WITH THE EARLIEST POSSIBLE MONTH THAT WILL BE THE
MOST ADVANTAGEOUS.

I DO NOT WANT THIS APPLICATION TO BE CONSIDERED AN APPLICATION FOR RETIREMENT
BENEFITS ON MY OWN EARNINGS RECORD.

I AGREE TO PROMPTLY NOTIFY THE SOCIAL SECURITY ADMINISTRATION IF I MARRY,
DIVORCE OR MY MARRIAGE IS ANNULLED, OR IF I AM CONFINED TO A JAIL, PRISON,
PENAL INSTITUTION, OR CORRECTIONAL FACILITY FOR CONVICTION OF A CRIME OR I AM
CONFINED TO A PUBLIC INSTITUTION BY COURT ORDER IN CONNECTION WITH A CRIME. I
AGREE TO PROMPTLY RETURN ANY BENEFIT CHECK I RECEIVE FOR THE MONTH I AM
INCARCERATED AND FOR ANY LATER MONTH.

REMARKS:

I MARRIED GEORGE THOMAS IN CHARLESTON SC AND WE REMAINED MARRIED UNTIL
HIS PASSING.

I KNOW THAT ANYONE WHO MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR
REPRESENTATION OF MATERIAL FACT IN AN APPLICATION OR FOR USE IN DETERMINING A
RIGHT TO PAYMENT UNDER THE SOCIAL SECURITY ACT COMMITS A CRIME PUNISHABLE UNDER
FEDERAL LAW BY FINE, IMPRISONMENT OR BOTH. I AFFIRM THAT ALL INFORMATION I HAVE
GIVEN IN CONNECTION WITH THIS CLAIM IS TRUE.



APXALARM
SECURITY SOLUTIONS

5132 North 300 West
Provo, UT 84604
P: 800-216-5232
F: 801-377-4116
Email: support@apxalarm.com
www.ApxAlarm.com

EMERGENCY CALL LIST

RELATIONSHIP TO CUSTOMER

NAME _____

RELATIONSHIP TO CUSTOMER TELEPHONE #

ALT TELEPHONE #

1. ~~Bessie~~ ~~Richardson~~ ~~4~~ Bessie ~~Richardson~~	Sister	()	()
2. Helen Richardson	neighbor	()	()
3. _____	_____	()	()
4. _____	_____	()	()

PASSWORD INFORMATION

PASSWORD

(No profanity or common emergency terms)

ALTERNATIVE TELEPHONE

WORK TELEPHONE

SYSTEM INFORMATION

Pre-Install Summary

☐ New ☒ Exist

EX-V-15

Cell Print Cell Back

Tot Pts	6
---------	---

☒ Call Waiting ☒ DSR ☐ VOIP

Install Summary

FILED OCT 15

M2-Way Conf #00048205/71555

Cell Print Cell Rack

MACH

CRF#

Wally 7845 GSM Reg

☐ DSL ☒ Seizure

Tot Pts		Existing Zones		L	
---------	--	----------------	--	---	--

Pre-Installation EQUIPMENT (Rep)

Post-Installation EQUIPMENT (Installer)

Customer Information					Equipment & Installation (Customer)			
Item	Qty	Retail Price	Retail Total	Total Price	Item	Qty	Price	Total Price
Keypad & Siren	1	\$399.00	400	0	Keypad & Siren	1		
Door/Window	1	\$ 99.00			Door/Window	1		
Motion	1		200	0	Motion	1		
Smoke	2		200	0	Smoke	1		
Siren	1		200	0	Key fobs	2		
Redundant								
Strobe light								
18" Camera								
Installation Charge		\$198.00	200	0	Installation Charge	0	0	
Total Equipment & Installation Charge			1500	0	Total Equipment & Installation Charge	0	0	

ZONE INFORMATION

[illegible]

Existing	Hardwire	Zone #	Zone Type	Location
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐	25		
☐	☐	92		Durress
☐	☐	95	01	FILE
☐	☐	96	00	MEDICAL
☐	☐	99	07	Police

PXALARM SIGNATURE

Technician Signature

Technician: Printed Name

gent Reg # 7549017

CUSTOMER(S) SIGNATURE(S)

By: George W. Thomas

Print Name: GEORGE W THOMAS

By:

Print Name: _____

5/17
Date of Transaction

2007

STATE OF SOUTH CAROLINA
BEFORE THE WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO.: 0725187

GEORGE THOMAS,	)	
	)	
Employee/Claimant,	)	
	)	
vs	)	AMENDED
	)	NOTICE OF WITNESSES AND
5 STAR TRANSPORTATION,	)	WRITTEN MEDICAL REPORTS
	)	TO BE INTRODUCED AS DIRECT
and	)	EVIDENCE ON BEHALF OF
	)	CLAIMANT
WC UNINSURED EMPLOYERS,	)	
	)	
Employer/Carrier.	)	
_____	)	

TO: SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION AND
LISA GLOVER AND BYRON ROBERTS, ESQUIRE

PLEASE TAKE NOTICE THAT the Claimant pursuant to the provisions of the South Carolina Worker's Compensation Act and Section 1-23-330, Code of Laws of South Carolina, 1976, as amended, herewith submit (s) the following written medical reports, copies which are attached hereto, as direct evidence on behalf of the Claimant:

<u>PHYSICIAN/OTHER</u>	<u>FACILITY/PLACE</u>	<u>DATE OF REPORT(S)</u>	<u>PAGE</u>
8. Direct TV Documents		07/13/2006	20 - 21
9. Verizon Statement			22
10. Comcast Letter			23
11. First Federal Statement			24
12. Dept of Revenue 1099			25
13. Funeral Service Pamphlet			26 - 30
14. APXALARM Statement		05/17/2007	31
15. Coroner Property Receipt		11/28/2007	32
16. Coroner Letter		11/29/2007	33
17. Widow's Application		03/20/2008	34 - 35
18. Macy's Statement		09/22/2008	36
19. Chase Statement		10/03/2008	37
20. Penn Mutual Documents		10/20/2008	38 - 39
21. MUSC Pay Stub		11/05/2008	40
22. Sears Letter		11/10/2008	41
23. Water/Sewer Bill		11/11/2008	42

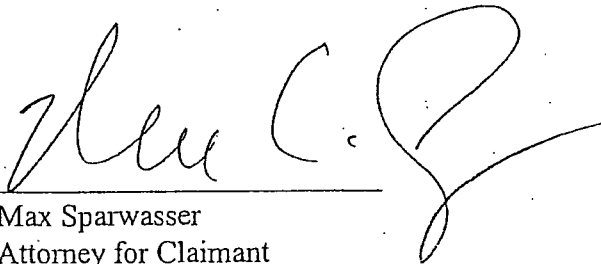
<u>PHYSICIAN/OTHER</u>	<u>FACILITY/PLACE</u>	<u>DATE OF REPORT(S)</u>	<u>PAGE</u>
24. SCE&G Bill		11/14/2008	43 - 47
25. Payroll Summary			48
26. Bank Records to be supplemented			

YOU ARE FURTHER HEREBY NOTIFIED that you have the right of cross-examination; and, should you desire to exercise said right, you are to forthwith schedule the depositions of any physicians, whose reports are submitted, for the purpose of cross examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physicians/others, are being herewith forwarded to the South Carolina Worker's Compensation Commission and inclusion into evidence on behalf of the Claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Claimant.

1. Emily Smith
2. Leslie Chubb
3. Maria McCleod
4. Van Green



Max Sparwasser
Attorney for Claimant
John Price Law Firm
7445 Cross County Rd., Suite 10
N. Charleston, SC 29418
(843) 552-6011

December 3, 2008
Charleston, SC

File this form and proof of service on the opposing party according to R.67 -611 and R.67-212.
Form #58 **Amended Pre-Hearing Brief**



DIRECTV

INSTALLATION/SERVICE SATISFACTION CHECKLIST

Welcome to DIRECTV! We want to ensure we meet your service and installation expectations. Please take a moment to examine the lists below and place your initials in the space provided to indicate that each item has been fulfilled. If you find an item in the DIRECTV System Education Checklist that has not been explained, please prompt the installer to provide a thorough explanation. Enter N/A (not applicable) for any items that are not relevant to your installation/service call.

Please check one: **Installation** **Service Call**

To be completed by technician Job #

Tech ID #

DIRECTV Installation/Service Checklist

- ☐ A phone representative explained what is included in a Standard Professional Installation before the installer arrived
- ☐ The installer who completed my installation/service call:
 - ☐ Called to confirm my appointment the day before the scheduled installation/service call
 - ☐ Called the day of the installation/service call to advise he was en route to my home
 - ☐ Was on time (arrived within scheduled appointment window)
 - ☐ Had proper identification
 - ☐ Performed a site survey with me indicating where the satellite dish would be positioned
 - ☐ Explained the installation process prior to starting any work
 - ☐ Explained any additional installation/service call charges before starting work
 - ☐ Called a DIRECTV representative and confirmed that programming was active
 - ☐ Explained the importance of the telephone hook-up and that I must maintain a working telephone line connected to all my DIRECTV System receivers
 - ☐ Ensured installation or service area was clean and orderly upon completion of work
 - ☐ Resolved all problems related to service call issue
 - ☐ Provided company name and telephone number to contact if there are any problems with the installation/service call
 - ☐ Left a copy of the owner's manual and showed what it covers

DIRECTV System Education Checklist

- ☐ The installer thoroughly explained how to operate my DIRECTV System and remote control including how to:
 - ☐ Turn the DIRECTV System, television and VCR/DVD (if applicable) on and off using the remote control
 - ☐ Change channels on the DIRECTV System and the remote control
 - ☐ Turn the volume up and down using the remote control
 - ☐ Set up parental controls ("Locks and Limits") and favorite channels lists
 - ☐ Access and navigate the on-screen programming guide and how to check on-screen signal strength
 - ☐ Purchase Pay-Per-View programming with the remote control
 - ☐ Switch between my DIRECTV® programming and off-air antenna/cable channels
 - ☐ Record DIRECTV® programming with the VCR (if applicable)

Were you satisfied with your installation/service call (Please initial one)? **YES** **NO**

Thank you for taking the time to complete this checklist. This information is essential for DIRECTV to monitor our customers' installation/service call experience and enables us to continually improve the quality of service to our new/existing customers.

White copy: HSP Office Yellow copy: Customer
CIA (06/06)

2006 DIRECTV, Inc.

DIRECTV EQUIPMENT LEASE ADDENDUM



- ☒ Check here if you are a new DIRECTV customer
☐ Check here if you are a current DIRECTV customer obtaining one or more additional DIRECTV receiver(s)
☐ Check here if this is a Service Call. Note: Lease Addendum is not applicable for Service Calls.

Thank you for choosing DIRECTV. By signing this Equipment Lease Addendum, you agree to abide by the following terms and conditions: You wish to lease from DIRECTV, and DIRECTV is willing to lease to you, one or more DIRECTV new or reconditioned receivers, hereinafter collectively referred to as the "equipment," necessary to access DIRECTV's services. **THIS EQUIPMENT LEASE ADDENDUM CONTAINS THE TERMS AND CONDITIONS FOR THE LEASE BY DIRECTV OF THE DIRECTV EQUIPMENT TO YOU, BUT MUST BE READ TOGETHER WITH THE DIRECTV CUSTOMER AGREEMENT (A COPY OF WHICH IS PROVIDED TO YOU WITH YOUR FIRST BILL AND IS AVAILABLE AT WWW.DIRECTV.COM) FOR ALL OF THE TERMS AND CONDITIONS REGARDING THE PROVISION OF THE SERVICES AND YOUR RIGHT TO USE THE DIRECTV EQUIPMENT. YOU UNDERSTAND AND AGREE THAT YOU HAVE NOT PURCHASED THE DIRECTV EQUIPMENT, YOU DO NOT OWN THE DIRECTV EQUIPMENT AND THE DIRECTV EQUIPMENT MUST BE USED AND RETURNED TO DIRECTV STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS EQUIPMENT LEASE ADDENDUM AND THE DIRECTV CUSTOMER AGREEMENT.**

PROGRAMMING AGREEMENT. Within 30 days of provision of DIRECTV equipment to you, or on the date that the professional installer has installed or is prepared to install your DIRECTV equipment, whichever is sooner, you agree to activate each and every DIRECTV Receiver ordered by you or provided to you with any DIRECTV* TOTAL CHOICE programming package (valued at \$44.99 per mo. or above), or any DIRECTV PARA TODOS* programming package (valued at \$29.99 per mo. or above); or any qualifying international services bundle, which bundle shall include either the DIRECTV* BASIC programming package (valued at \$9.99 per mo.) or the DIRECTV PREFERRED CHOICE™ programming package (valued at \$29.99 per mo.) together with any WorldDirect™ international-language service. DVR service activation (\$5.99/mo.) required for DVR and HD DVR system purchases. In certain markets, programming and pricing may vary. **DIRECTV PROGRAMMING AND PRICING SUBJECT TO CHANGE AT ANY TIME.**

PROGRAMMING COMMITMENT. The programming package(s) must be maintained for a period of not less than (a) twelve (12) consecutive months (for accounts with only standard receiver(s)), or (b) twenty-four (24) consecutive months (for accounts with advanced product(s)/receiver(s)-digital video recorder (DVR), high definition receiver (HD) or high definition digital video recorder (HD-DVR), including additional DIRECTV receiver(s)). After you have fulfilled your agreement to the required programming package(s), you are not obligated to continue your subscription to DIRECTV programming for any specific duration. Current DIRECTV customers may activate additional receivers with their existing DIRECTV programming package. **THIS PROGRAMMING COMMITMENT IS SEPARATE AND DIFFERENT FROM ANY OTHER PROGRAMMING COMMITMENT YOU MAY HAVE MADE WITH DIRECTV AND IS FULLY ENFORCEABLE UNDER THESE TERMS.**

MONTHLY LEASE FEE. For a new DIRECTV customer, you will be charged a monthly lease fee in the amount of \$4.99 per 2nd and each additional receiver leased by you in your household. For a current customer, you will be charged a monthly fee in the amount of \$4.99 for each receiver leased by you in your household, unless you replace all of your owned equipment with leased equipment; in which case, the monthly lease fee will be waived for the 1st receiver. Applicable taxes will apply. **LEASE FEE SUBJECT TO CHANGE AT ANY TIME.**

CARE OF EQUIPMENT. You are responsible for the loss of or any damage to the DIRECTV equipment that you have leased from DIRECTV. You shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, or tamper with the DIRECTV equipment at any time. **DIRECTV PROVIDES YOU THE DIRECTV EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT PROVIDED TO YOU. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT PROVIDED TO YOU.** In the event the DIRECTV equipment you have leased from DIRECTV does not operate, contact DIRECTV at 1-800-531-5000.

CONSEQUENCES OF YOUR FAILURE TO ACTIVATE PROGRAMMING OR SATISFY YOUR PROGRAMMING COMMITMENT. If you fail to activate all of your DIRECTV equipment in accordance with this Equipment Lease Addendum, you agree that DIRECTV or an authorized DIRECTV Retailer may charge you a fee, as liquidated damages, of \$150 for each receiver that is not activated. If you fail to maintain your minimum programming commitment, you agree that DIRECTV may charge you a prorated fee of up to \$150 for standard receivers and up to \$300 for advanced products/receivers (e.g., DVR, HD, HD DVR, etc.).

RETURN OF DIRECTV EQUIPMENT. If you cease to be DIRECTV's customer for any reason (whether voluntarily or involuntarily) or if you decide to disconnect/cancel/terminate your DVR service (if you are leasing a DVR Receiver), you must call DIRECTV within seven (7) days after the termination of your DIRECTV programming services or DVR service, as applicable, to (i) make arrangements for DIRECTV to pick up all of your DIRECTV equipment; or (ii) obtain information from DIRECTV necessary to arrange for a ground or air freight service to pick up and deliver all of your DIRECTV equipment to DIRECTV. You acknowledge that the DIRECTV equipment belongs to DIRECTV and the DIRECTV equipment, including the access card inserted into each receiver, must be returned to DIRECTV in good working order, normal wear and tear excepted. In the event that all of the DIRECTV equipment is not returned to DIRECTV within thirty (30) days of the termination of your DIRECTV programming services or is damaged when it is returned to DIRECTV, you agree to pay DIRECTV the sum of \$55 per each DIRECTV standard receiver; \$200 for each DIRECTV DVR Receiver; \$240 for each DIRECTV HD Receiver; or \$470 for each DIRECTV HD DVR Receiver that is not returned to DIRECTV or that is damaged when it is returned to DIRECTV as compensation for a portion of the expenses incurred by DIRECTV in establishing your account and providing you the DIRECTV equipment for your use. Visit DIRECTV.com or call 1-800-531-5000 for details.

ARBITRATION. You and DIRECTV agree that both parties will resolve any dispute arising under this Equipment Lease Addendum, the DIRECTV Customer Agreement or any other addendum thereto, or regarding your DIRECTV programming service, through binding arbitration as fully set forth in the DIRECTV Customer Agreement.

BY SIGNING BELOW, I HEREBY AUTHORIZE AND AGREE THAT DIRECTV MAY, AT ITS SOLE OPTION, CHARGE THE FEES DESCRIBED HEREIN. I WARRANT THAT I AM 18 YEARS OLD OR OLDER AND THAT ALL INFORMATION SUPPLIED BY OR ABOUT ME IS ACCURATE. I HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

Customer Signature George W Thomas Print Name GEORGE W THOMAS Date 7-13-06

☐ I request that DIRECTV add its Protection Plan service to my account. Customer Signature _____

White copy: HSP Office Yellow copy: Customer
CIA (06/06)

Verizon's Benefits Center
100 Half Day Road
Lincolnshire, IL 60069



1102798464

Page 1 of 1

EMILY THOMAS

0088862

For Pension Payment questions, call
1-877-489-2367. Outside the U.S.
call 1-847-883-1009.
M-F 8:00AM to 6:00PM EST



If your address is not correct,
log on to www.verizon.com/benefits,
Your Benefits Resources, and
update address info. Incorrect
addresses will impact year end
tax/IRS reporting.

PAY ON: 11/01/2008

NOTIFICATION OF ELECTRONIC FUNDS TRANSFER

NON-MGMT PENSION PLAN
VERIZON

EMILY THOMAS
028823600NM
9907 01

DESCRIPTION	THIS PAY	YEAR TO DATE
MONTHLY PENSION	\$653.38	\$7,187.18
SS SUPP		
GROSS BENEFIT	\$653.38	\$7,187.18
FEDERAL INC TAX	\$50.00	\$550.00
COMMERCIAL-PENN MUTUAL	\$102.41	\$1,126.51
NET PAYMENT AMOUNT	\$500.97	\$5,510.67

Advice Number: 1102798464
Pay Date: 11/01/2008



Deposited to the Account of:	Bank R/T Number	Account Number	Amount
EMILY THOMAS			\$500.97

DEPOSIT ADVICE

NON-NEGOTIABLE

22
R-241



Please contact Comcast immediately at 1-800-948-5385.

Emily Thomas

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Dear Emily Thomas,

Comcast has attempted to reach you several times by phone regarding the battery backup in your Comcast Digital Voice® modem.

Our network monitoring system indicates that the battery backup in your voice modem is either missing or depleted and may need to be replaced. If you have taken the battery out of your modem, please reinstall it now. Visit <http://help.comcast.net/modem/battery> for information on how to troubleshoot or reinstall your battery.

As you may know, your voice modem includes a battery backup that helps ensure the availability of your Comcast Digital Voice service. In the event of a power outage, the battery allows you to stay connected with up to 8 hours of battery life and 5 hours of talk time.

If you cannot locate your battery or if it has been depleted, please call 1-800-948-5385 or visit <http://help.comcast.net/modem/battery/order> so that we can send a battery to you right away.

Thank you for being a Comcast Digital Voice customer.

Sincerely,

Comcast

ACCOUNT STATEMENT

486

2

Page 2



First Federal

CLASSIC FIFTY PLUS

Account Number

EMILY C THOMAS

TRANSACTION ACTIVITY

Oct 7 ATM Foreign Trans Fee

Deposits	Withdrawals	Balance
	18.00	575.42

CHECKS PAID

Check Date	Amount	Check Date	Amount	Check Date	Amount
2341 Sep 18	201.50	2346 Sep 29	-See above-	2350 Oct 6	-See above-
2342 Sep 22	-See above-	2347 Oct 6	-See above-	2465*Sep 11	35.00
2343 Sep 25	-See above-	2348 Oct 3	-See above-		
2345*Sep 29	-See above-	2349 Oct 6	-See above-		

* Denotes missing check numbers

PAID AND RETURNED ITEM TOTALS (EXCLUDING REFUNDS)

Paid Item Fees This Statement Period	.00
Paid Item Fees Year To Date	160.00
Returned Item Fees This Statement Period	.00
Returned Item Fees Year To Date	.00

INTEREST EARNED

Annual Percentage Yield	Average Daily Balance	Days in period	Interest Earned	Current rate (Rate subject to change)
.10%	\$1,252.47	29	.10	.10%

24



State of South Carolina
Department of Revenue
Federal I.D. # 57-6000286

**1099
G/INT**
(Rev. 12/5/07)
3088

Statement for Recipients of
certain Interest Income and/or
Government Payments

Substitute 1099 G/INT
THIS IS NOT A BILL.

A 1099 G/INT is a statement showing the amount of refund, credit or interest issued to you in calendar year 2007 from your individual income tax returns. This amount includes any portion that was refunded, applied to any outstanding debt, transferred to estimated tax, sent to any of the contribution check-off funds or used to pay use tax.

2006 INCOME TAX RETURN	\$445.00
2006 AMENDED TAX RETURN	\$28.00
TOTAL AMOUNT PAID IN 2007	\$473.00

If you **itemized** State income taxes paid as a deduction on Schedule A of your 2006 federal individual income tax return, you **must claim** the total above on line 10 of your 2007 federal Form 1040 for the IRS. Then, for South Carolina purposes, subtract the total on line 38, part 2 of the SC1040.

If you claimed the **standard deduction** on your federal individual income tax return, you **do not need to report** this amount as income. You will need to keep this form with your tax records for information purposes only.

Listed below is the amount of interest paid to you on refunds issued during calendar year 2007. This amount is considered taxable income and should be reported on your federal and state income tax returns.

INTEREST AMOUNT

\$.00

IMPORTANT: This is not a bill, a check or an additional refund. This does not mean that you owe the state any additional tax. Any amounts shown as refunds have already been issued to you. No additional refund is due to you. Do not claim these amounts as withholding on your state return. You do not need to send a copy of your 1099G/INT to the South Carolina Department of Revenue.

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported. For more information see instructions for federal Form 1040. If information on this form is incorrect, please call 803-898-5709 or write to: South Carolina Department of Revenue, Individual Income Tax, Columbia, SC 29214-0015.



State of South Carolina
Department of Revenue
P.O. Box 125, Columbia, SC 29214

P-450
C-297
23998-220231

PRESORTED
FIRST-CLASS
MAIL
US POSTAGE PAID
South Carolina
Dept. of Revenue

IMPORTANT TAX INFO PLEASE OPEN IMMEDIATELY

*****AUTO**5-DIGIT 29410
FMII V THOMAS

*Funeral Service
Celebrating The Life
Of
Mr. George W. Thomas*

Reached In

Reached On

November 19, 2007



Saturday, November 24, 2007 at 11 A.M.

St. Matthew Baptist Church

2005 Reynolds Avenue

North Charleston, South Carolina 29405

Rev. Dr. Clinton Brantley

Minister

Brownsville Cemetery - Summerville, South Carolina

The Order of Service

Rev. Dr. Clinton Brantley - Officiating

Processional #211 Come Ye Disconsolate
Hymn of Praise The Lord Is My Light and My Salvation

Prayer - Minister Mozelle Odom
Choral Response #255 There's A Sweet, Sweet Spirit

Scripture Readings

Old Testament - Psalm 27
Minister Bobby Stephens

New Testament - II Corinthians 5:1-10
Rev. Robert Leper

Song St. Matthews Choir

Expressions (3 Minutes)

Charlie Hill - 5 Star Transportation

Frank Jackson - Excellent Charter

Franklin Simmons - S & S Charter

Acknowledgements / Resolution / Obituary

Ms. Barbara Fordham

Eulogistic Hymn #339 It Is Well

Words of Comfort

Dr. Clinton Brantley

Chanted 23rd Psalm

Committal / Parting Verse

Funeral Director Suburban Funeral Home

Recessional / Benediction

Dr. Clinton Brantley

Interment

Brownsville Cemetery
Summerville, South Carolina

The Obituary

"I have fought a good fight. I have finished my course. I have kept the faith. Henceforth there is laid up for me a crown of righteousness, which the Lord, the righteous Judge, shall give me at that day; and not to me only, but unto all them also that love his appearing. Do thy diligence to come shortly unto me." 1 Timothy 3: 7-9"

George William Thomas clocked out on this earth at 2:25 a.m. on . On November 19th at 2:00 a.m. 2007 he clocked out from Labor to Reward.

George was the eldest son of the late George William Thomas Sr. and Glennie Thomas Bethea. He received his education in the Dorchester public school system and graduated from Alston High School in 1967. He was reared in the Brownsville community in Summerville where he attended Brownsville Church of God during his early years. After completing high school, George enlisted in the United States Air Force, which he served honorably for 12 years, active and reserve.

George then joined the Dorchester County Sheriff's office where he diligently served for 11 years. He was a gentleman of distinction and dedication. He was a friend to all and a man of strong integrity. At the time of his death, he was employed by 5 Star Transportation.

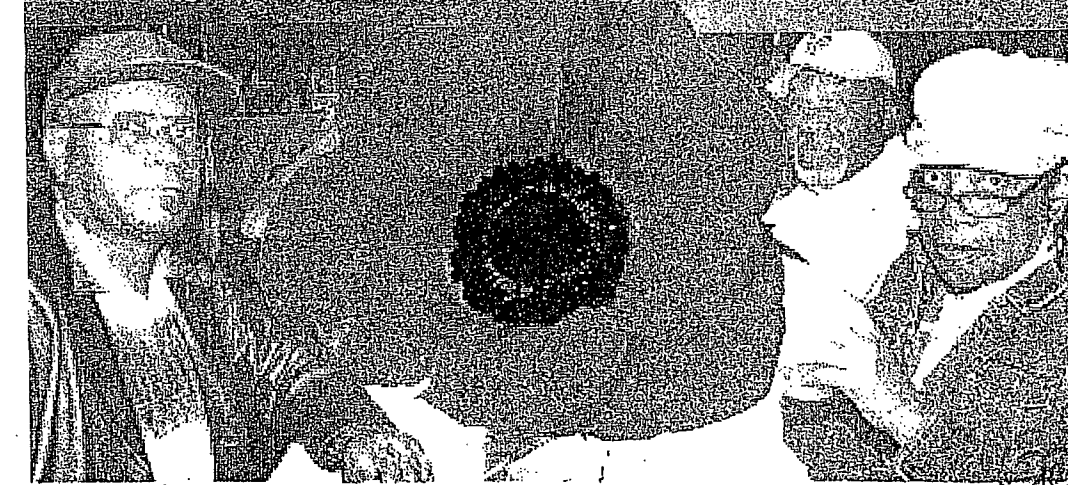
George loved to travel and play golf. He was an avid pool player and motorcyclist. He was a member of the Buffalo Soldiers Motorcycle Club, American Legion 2084 HP, American Legion's Vulture 570 and Sunset Lodge 7151 (LPHOE W).

Precious memories of George will be cherished by his wife, Emily Moore Thomas, daughters Cassandra (Tyrone) Bennett, Seattle, Washington, Terry Thomas, Savannah, Georgia, Rebekah (Anthony) Adkinson, Summerville, South Carolina, brothers James Thomas and Tyrone Thomas, Summerville, South Carolina and Michael (Nicole) Thomas, Lexie Lawrence, Lavaughn Thomas preceded him in death - grandchildren, Glenn Jones, Anthony Christian Adkinson and Tyson Bennett - 5 stepchildren, 5 adopted children and a host of relatives and friends.

Endurance

Life has many ups and downs,
In the bitter and the sweet,
Each day is filled with problems
Which tend to make us weak.

But through your faith and Jesus' love,
You will endure the trials.
And you will find your burdens lightened
As you walk another mile.
-Helen Parker



*Must God
There's never a hardship
that God doesn't see
He knows when a sparrow
falls from a tree
There's never a moment
when God doesn't care
Never a time when
He won't hear our prayer
Patricia Ennis*

*May God forever bless
and keep you*

Pallbearers

Sunsetter Lodge #1515 (IBPOEW)
American Legion Vulture 76
American Legion Post 112
Professional Motor Coach Operators Assn
North Charleston Buffalo Soldiers (Motorcycle Club)

Honorary Pallbearers

James C. Thomas	Tyrone Thomas
Michael W. Thomas	Remell Haynes
Kaseem Haynes	Jamie Holligan

Floral Bearers

St. Matthews Baptist Church Ushers

Acknowledgment

*The family of Mr. George W. Thomas wishes to express
their sincere appreciation for all acts of kindness and
comfort shown to them during their period of bereavement.
Special thanks to all Friends, Family and Neighbors.*

Professional Services Rendered By

Suburban Funeral Home
2336 Meeting Street Road
North Charleston, South Carolina 29405
Telephone: 843-744-8761
Fax: 843-554-5232
Email: info@suburbanfuneral.com

R-250



OFFICE OF
DORCHESTER COUNTY CORONER
Christopher D. Nisbet, Coroner

St. George
563-0351 Office
563-0352 Fax
(All numbers are in area code 843)

Summerville
832-0351 Office
832-0352 Fax
873-5111 Dispatcher

PROPERTY RECEIPT

November 28, 2007

I, Emily Thomas, Wife of George William Thomas, received the following person effect from the Dorchester County Coroner's Office,

One wallet containing various cards and Identification

One Cell Phone

Emily Thomas
Signature

Perida S. Moultrie
Perida S. Moultrie
Deputy Coroner, Dorchester County

Address

City, State ZIP

Phone Number



OFFICE OF
DORCHESTER COUNTY CORONER
Christopher D. Nisbet, Coroner

St. George
563-0351 Office
563-0352 Fax
(All numbers are in area code 843)

Summerville
832-0351 Office
832-0352 Fax
873-5111 Dispatcher

November 29, 2007

Mrs. Emily Thomas

Dear Mrs. Thomas,

I would like to express my deepest sympathy to you and your family with regards to your recent loss. I hope and pray that you will find the strength and courage to sustain you during this troubled times.

Please do not hesitate to call me if I may be of assistance in any way. With kindest personal regards, I remain,

Sincerely,

Christopher D. Nisbet
Coroner

CDN/psm

PAGE 1

CLAIMANT _.

SG-SSA-10

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: UNIT: KXXKXX :  
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EMILY C THOMAS

On March 20, 2008; we talked with you and completed your application for SOCIAL SECURITY BENEFITS. We stored the application information electronically in our records and are enclosing a summary of your statements.

I APPLY FOR ALL INSURANCE BENEFITS FOR WHICH I AM ELIGIBLE UNDER TITLE II (FEDERAL OLD-AGE, SURVIVORS, AND DISABILITY INSURANCE) AND PART A OF TITLE XVIII (HEALTH INSURANCE FOR THE AGED AND DISABLED) OF THE SOCIAL SECURITY ACT, AS PRESENTLY AMENDED.

I UNDERSTAND THAT THE INFORMATION I FURNISHED ON THIS APPLICATION WILL
ORDINARILY BE SUFFICIENT FOR A DETERMINATION ON THE LUMP SUM DEATH PAYMENT.

THIS MAY ALSO BE CONSIDERED AN APPLICATION FOR SURVIVORS BENEFITS UNDER THE RAILROAD RETIREMENT ACT AND FOR VETERANS ADMINISTRATION PAYMENTS UNDER TITLE 38 U.S.C., VETERANS BENEFITS, CHAPTER 13 (WHICH IS, AS SUCH, AN APPLICATION FOR OTHER TYPES OF DEATH BENEFITS UNDER TITLE 38).

THE DECEASED WORKER'S NAME IS GEORGE WILLIAM THOMAS.

THE DECEASED'S SOCIAL SECURITY NUMBER IS

THE DECEASED'S DATE OF BIRTH IS

THE DECEASED'S DATE OF DEATH IS November 19, 2007.

NO PREVIOUS APPLICATION HAS BEEN FILED WITH THE SOCIAL SECURITY ADMINISTRATION BY OR FOR THE DECEASED.

MY NAME IS EMILY CAROL THOMAS.

I AM A CITIZEN OF THE UNITED STATES.

I DO NOT HAVE AN UNSATISFIED FELONY WARRANT(S).

I DO NOT HAVE AN UNSATISFIED FEDERAL OR STATE WARRANT(S) FOR VIOLATION OF PROBATION OR PAROLE.

34

R-253

NH :

CLAIMANT

SG-SSA-10

I HAVE USED THE FOLLOWING NAME(S):
EMILY MOORE
EMILY CAROL HAYNES

MY SOCIAL SECURITY NUMBER IS

MY DATE OF BIRTH IS

A PREVIOUS APPLICATION HAS BEEN FILED WITH THE SOCIAL SECURITY ADMINISTRATION
BY OR FOR ME.

I DO NOT WANT TO FILE FOR SSI.

GEORGE WILLIAM THOMAS U.S. MILITARY SERVICE DATES ARE AS FOLLOWS:

START DATE	END DATE
January 30, 1970	July 20, 1973

THE DECEASED WAS LAST MARRIED TO CYNTHIA L WHALEY ON February 19, 1995 IN SC BY
A CLERGYMAN OR PUBLIC OFFICIAL. THE MARRIAGE ENDED BY DIVORCE ON
February 1, 2007.

I WAS LAST MARRIED TO GEORGE THOMAS. WE WERE MARRIED ON September 20, 2006 IN
SC BY A CLERGYMAN OR PUBLIC OFFICIAL. MY SPOUSE'S AGE OR BIRTHDATE IS
----- AND SOCIAL SECURITY NUMBER IS

I WAS PREVIOUSLY MARRIED TO THOMAS MOORE ON June 26, 1985
IN NY BY A CLERGYMAN OR PUBLIC OFFICIAL. THE MARRIAGE ENDED BY DEATH ON
January 1, 1988 IN NY.

I DO NOT QUALIFY FOR A U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT PENSION BASED
ON MY OWN EMPLOYMENT NOT COVERED BY SOCIAL SECURITY.

I WANT BENEFITS BEGINNING WITH THE EARLIEST POSSIBLE MONTH THAT WILL BE THE
MOST ADVANTAGEOUS.

I DO NOT WANT THIS APPLICATION TO BE CONSIDERED AN APPLICATION FOR RETIREMENT
BENEFITS ON MY OWN EARNINGS RECORD.

I AGREE TO PROMPTLY NOTIFY THE SOCIAL SECURITY ADMINISTRATION IF I MARRY,
DIVORCE OR MY MARRIAGE IS ANNULLED, OR IF I AM CONFINED TO A JAIL, PRISON,
PENAL INSTITUTION, OR CORRECTIONAL FACILITY FOR CONVICTION OF A CRIME OR I AM
CONFINED TO A PUBLIC INSTITUTION BY COURT ORDER IN CONNECTION WITH A CRIME. I
AGREE TO PROMPTLY RETURN ANY BENEFIT CHECK I RECEIVE FOR THE MONTH I AM
INCARCERATED AND FOR ANY LATER MONTH.

REMARKS:

I MARRIED GEORGE THOMAS IN CHARLESTON SC AND WE REMAINED MARRIED UNTIL
HIS PASSING.

I KNOW THAT ANYONE WHO MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR
REPRESENTATION OF MATERIAL FACT IN AN APPLICATION OR FOR USE IN DETERMINING A
RIGHT TO PAYMENT UNDER THE SOCIAL SECURITY ACT COMMITS A CRIME PUNISHABLE UNDER
FEDERAL LAW BY FINE, IMPRISONMENT OR BOTH. I AFFIRM THAT ALL INFORMATION I HAVE
GIVEN IN CONNECTION WITH THIS CLAIM IS TRUE.

star REWARDS



Red Star Rewards account statement

For the period ending Sep 22, 2008
Days in billing cycle: 31

Emily C Thomas
Account number:
Questions? Call 866-593-2543
Page: 1 of 1

Account summary

	Revolving
Balance of last statement	- 3.02
Payments	- 0.00
New transactions this statement	+ 0.00
FINANCE CHARGES	+ 0.00
New Balance	- 3.02
Minimum payment due on Oct 22, 2008	\$0.00

NO PAYMENT IS REQUIRED ON YOUR REVOLVING ACCOUNT. THIS CREDIT BALANCE CAN BE APPLIED TO FUTURE PURCHASES. HOWEVER, IF YOU WOULD LIKE TO OBTAIN A REFUND CHECK, PLEASE FEEL FREE TO CALL OUR CUSTOMER SERVICE DEPARTMENT AT THE PHONE NUMBER LISTED ON YOUR STATEMENT OR RETURN YOUR PAYMENT SLIP IN THE ENCLOSED ENVELOPE.

Visit www.macys.com to view previous transactions and statements.

Financial terms

Average daily balance	\$0.00
Daily periodic rate	0.06274%
CORRESPONDING	
ANNUAL PERCENTAGE RATE	22.90%
Balance method	B

Star news

Get a good deal & help the community... just sign up for Macy's Thanks for Sharing program. With a \$25 enrollment fee, you'll earn 10% rewards on most Macy's card purchases through Dec. 31, 2008, and we'll donate \$10 to very worthy causes. Enroll today & get complete details by visiting your nearest Macy's, logging on to macys.com/thanks or call 1-888-933-6229.

Visit us at www.macys.com/paybill to pay your Macy's bill online, save time and stamps!

Please tear off and return the slip with your payment. Be sure to write your account number on the front of your check and make your check payable to Macy's. You can pay at any Macy's store, on-line at www.macys.com/paybill, or by mail. Payments received by 5:00pm local time will be credited as of the date received.



Payment slip

The creditor is Department Stores National Bank.

☐ New address or phone number?

Please provide the information on the reverse side.

Account name - Type

Revolving - 20

New Balance

-3.02

Minimum payment

\$0.00

Account number:

Payment due date: Oct 22, 2008

Amount enclosed

--	--	--	--	--	--	--	--	--	--

15-16 22910

EMILY C THOMAS

022906



PO BOX 183083
COLUMBUS OH 43218-3083



000004107247618020 0000000 0000000 0000000 1514



EH03-60011680079050001 NYNY-YYNN-YYNN-NNNN



3/2 255



Customer Care Phone: 1-800-848-9136
 Please send payments only to: PO BOX 78420
 PHOENIX, AZ 85062-8420
 Hearing Impaired (TDD): 1-800-582-0542

#BWNJCCL
 #3131955291987007#

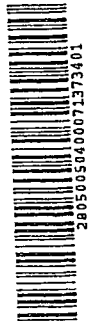
93734 BOR Z 27708 C - 0 BRE
 EMILY C THOMAS

MORTGAGE LOAN STATEMENT

Loan Number: 10/03/08
 Statement Date: 11/01/08
 Payment Due Date:
 Property Address:

Loan Information:

Balances:	\$117,604.99
Principal Balance	\$485.59
Escrow Balance	
Payment Factors:	6.000000%
Interest Rate	\$734.75
Principal & Interest	\$291.86
Escrow Payment	\$33.90
Optional Products	\$0.00
Past Due Payment	\$0.00
Unpaid Late Charges	\$0.00
Miscellaneous Fees	\$1,060.51
Total Payment	
Year-to-Date:	\$5,324.63
Interest	\$0.00
Taxes	\$1,288.12
Principal	



Chase Presents The Following Opportunities To You

Whether you intend to stay in your home forever, just a few more years, or you are looking for a new home now... You may be eligible for a Chase loan that offers reduced paperwork, no income verification, and loan approvals in 24 hours. We offer a variety of mortgage products to meet your needs. Call 1-866-286-0475 or visit www.chasehomecustomers.com for more information. All loans are subject to credit and property approval. Certain other restrictions and limitations may apply. A fee may be charged for simplified documentation.

Activity Since Your Last Statement

TRANSACTION DESCRIPTION	TRANSACTION DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	OPTIONAL PRODUCTS	MISCELLANEOUS OR FEES
MORTGAGE INS PD	09/03/08				\$69.45		
MORTGAGE INS PD	10/03/08				\$69.45		
PAYMENT	10/03/08	\$1,060.51	\$146.00	\$588.75	\$291.86	\$33.90	

Important Messages About Your Account

You have purchased the following Optional Products.

Please call the number next to the product name if you have any questions about the product.

Optional Product Provider	Product	Telephone Number	Monthly Charge
Assurant	Accidental Death	877-755-5730	\$20.00
AIG	Voluntary Disab	800-316-5838	\$7.95
AIG	Complimentary Disab	800-316-5838	\$5.95

Failure to pay an Optional Product Monthly Charge will not cause your account to be in default.

If you receive or expect to receive an insurance settlement check for damages to your home, please access www.mylossdraft.com for information on the claim process. When prompted, enter the PIN Number CH001 to access the Web site. You may also call the Loss Draft Department at 1-866-742-1461 from 8 a.m. to 7 p.m., Eastern Time, with any additional questions.

Chase FastPay is a quick and convenient payment option. Make sure your mortgage payment is made on time, and avoid late fees with one simple phone call. Your mortgage payment will be processed as early as the same day. To use this service, call Chase FastPay at 1-800-848-9136. When you use our automated system, you'll save 25% on the fee for this service, and pay just \$15.00.

Please visit our recently expanded Frequently Asked Questions (FAQS) section at Chase.com/Chaseonline.

Please refer to the back of this statement for important information about your account.

Please detach and return the bottom portion of this statement with your payment using the enclosed envelope

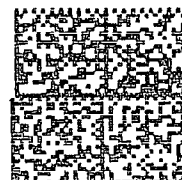
3 R-256

Sumner



A better way of life

Vignone-Grossman, P.C.P. & Associates, Inc.
The Penn Mutual Life Insurance Company
2 Park Avenue, Suite 300
New York, NY 10016-5602



neqjgsk

049J82042691

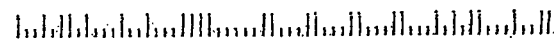
\$00.420

10/20/2008

Mailed From 10016
US POSTAGE

EMILY C THOMAS

2941033333 C083



3R-257

Amount Due

KA62 9/04

Please return this portion with your payment

POLICY NUMBER

PRODUCT

DUE DATE

UL

12/01/2008

Total amount due:

INSURED

EMILY C THOMAS

Premium:



Check here if your address is incorrect. See reverse side.

Loan interest:

NOT APPLIC

To: THE PENN MUTUAL LIFE INS. CO.

Loan principal repayment:

NOT APPLICAI

PAYMENT PROCESSING CENTER

Additional deposit:

P.O. BOX 7460

PHILADELPHIA, PA 19101-7460

Total amount enclosed:

|||||

Please write policy number on face of check

030200000073121630000000000120108000037221000000000000000000000037221 26

Keep this stub with your personal records. The other side contains in
information.

|||||
EMILY CAROL THOMAS

Medical University of South Carolina

THOMAS, EMILY CAROL

Deposit#: 32214445

LEAVE BALANCE HOURS AS OF 11/05/2008

Pay Date: 11/05/2008

Disbursal Seq: PAR 1073

Period End: 10/25/2008

Federal W4: M/O

State W4: M/O

Empld:

Description	Accrued	Available
AL:	7.50	139.25
SL:	7.50	198.00
Comp Time:		0.0000
NA - value is not available for this pay date		

EARNINGS

Description	Hours	Current	YTD
Regular Earning	47.25	\$641.99	\$16,118.51
Annual Leave			\$887.12
Holiday			\$748.87
Sick Leave	6.00	\$81.52	\$509.37

TAXES & DEDUCTIONS

Description	Current	YTD
Federal	\$36.88	\$999.99
FICA/OASDI	\$44.86	\$1,132.36
FICA/MEDICARE	\$10.49	\$264.83
SC State	\$35.82	\$929.98
St Retirement*	\$47.03	\$1,187.15
Child Support	\$0.00	\$1,166.90
Opt Life	\$13.12	\$275.52
SLTD	\$3.75	\$78.75
SC Federal CU	\$100.00	\$2,100.00
Dep Savings2 NP	\$25.00	\$575.00
Dep Chek Net NP	\$406.56	\$9,553.39
* denotes a pre-tax item		

Total Earnings:	\$723.51	\$18,263.87
Annual Salary:	\$21,195.87	Eff Date: 08/31/2008

Total Taxes & Deductions:	\$723.51	\$18,263.87

DIRECT DEPOSIT DETAIL

Financial Institution	Description	Account Number	Amount
SOUTH CAROLINA FCU	Dep Savings2 NP		\$25.00
FIRST FEDERAL OF CHARLESTON	Dep Chek Net NP		\$406.56



Life Insurance Company

P.O. Box 901099
Fort Worth, Texas 76101-2099

11/10/08

Emily Thomas

Re: Policy/Certificate Number:
Name of Insured: Emily Thomas

Dear Emily Thomas:

Thank you for allowing us to be of service.

Your request for the change(s) listed below has been approved and is now in effect. If a recorded copy is needed for your records, you will find it enclosed to place with your policy/certificate.

(X) Change of Name

(X) Date of Birth has been changed.

If we can be of further assistance, please call us toll-free at 800-440-8610, Monday through Friday 7:00 am to 7:00 pm, CST.

Sincerely,

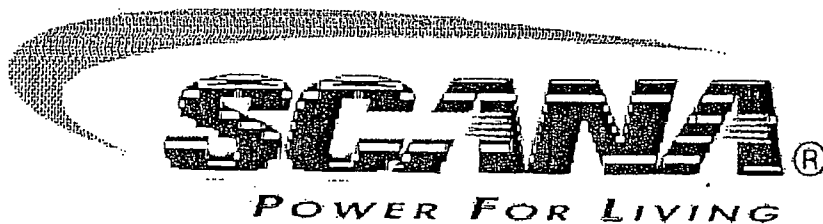
Policy Administration
GRC

41
#XLAUTOM

R-260

Service Address:

42 R-261



To: Ms Cook
Company:
Fax: 8437920508
Phone:

From: HAPPNEY, LAURA A
Fax: 8437460427
Phone: (843)576-8000

Notes : Emailing: 64e3658d-bc5a-9c40-959b-9d591c12aba6.pdf

Date and time of transmission : Tuesday, November 25, 2008 9:22:48 AM
Number of pages including this cover sheet : 05

The message is ready to be sent with the following file or link attachments:

64e3658d-bc5a-9c40-959b-9d591c12aba6.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

44

SERVICE FOR
EMILY C THOMAS

ACCOUNT NUMBER

Page 1 of 3

DATE DUE
Dec 5 2008AMOUNT DUE
\$147.10

CUSTOMER SERVICE - 24 HOURS A DAY

1-800-251-7234, toll-free

EMERGENCY SERVICE - 24 HOURS A DAY

Gas leaks, downed lines or power outages

1-888-333-4465, toll-free

STATEMENT DATE

Nov 14 2008

ACCOUNT SUMMARY

Previous Bill Amount	\$98.91
Payment Received 10/23/08 THANK YOU	-99.00
Current Charges	+147.19

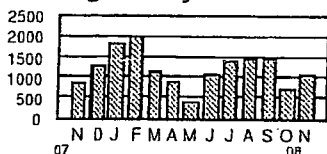
Amount Due on 12/5/08 \$147.10

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.

Any remaining balance after 5:00 PM on 12/16/08 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges	\$130.03
Gas Charges	17.16
Total Current Charges	\$147.19

Electric Usage History - kWh

	Nov 07	Nov 08
kWh used	867	1115
Avg regional temp	64	60
Days in billing period	29	28
Cost	\$91.02	\$130.03

Gas Usage History - Therms

	Nov 07	Nov 08
Therms used	8	5
Avg regional temp	64	60
Days in billing period	29	28
Cost	\$23.02	\$17.16

For a complete set of tools to analyze your usage, log onto sceg.com.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW



0000000012079 10 RG

EMILY C THOMAS

PO Box 100255
Columbia, SC 29202-3255

ACCOUNT NUMBER

DATE DUE

Dec 5 2008

AMOUNT DUE

\$147.10

Please enter amount enclosed

\$

Write account number on check and make payable to SCE&G.



7210066802486040000000000011080000014710

R-264

CUSTOMER SERVICE

ACCOUNT NUMBER

Page 2 of 3

1-800-251-7234

STATEMENT DATE

DATE DUE

AMOUNT DUE

Nov 14 2008

Dec 5 2008

\$147.10

Payment Options

By Mail: Pay by check or money order in the enclosed envelope.

Online: Visit sceg.com to pay directly from your bank account or credit card.

By Phone: Call 1-800-450-9160, toll-free, 24 hours a day to pay using your credit card, debit card or directly from your bank account. There is a fee of \$3.50 per transaction that BillMatrix receives for providing this service. Additional limitations may apply.

Unauthorized Payment Agencies: Additional payment centers may exist in your area that are not SCE&G authorized payment locations. While these unauthorized locations may accept your SCE&G payment, they will charge a fee for doing so, and your payment will be delayed in reaching SCE&G.

**A Reminder from SCE&G**

Winter storms are rare in South Carolina. However, when they happen, the accumulation of snow and ice on gas equipment and vents can potentially cause operational problems such as carbon monoxide in appliances. We at SCE&G simply want to remind customers that in those unusual circumstances when we do experience severe winter weather, excess snow and ice should be carefully cleared from around equipment and appliance vents with a broom instead of a shovel. And remember, SCE&G is always one call away at 1-800-815-0083 - 24 hours-a-day. If you ever smell gas in your home, leave your residence and call us. You can also call us at that same number if you suspect your appliances aren't operating properly.



View your Past Bills and Usage History Online! - In addition to giving you the convenience of viewing and paying your current bill online, SCE&G's account services also allow you to view and compare your past bills, usage history and rates for the last two years. It's one more way SCE&G is working to provide you with the highest level of flexibility and convenience available.

To register, simply visit sceg.com and enter Account Number: 7-2100-6680-2486 and activation code: 4484

CURRENT CHARGES**Electric Charges****RATE PLAN**

008 - Residential Service

METER READING

Electric Meter read on 11/11/08 at 02:30 pm
(Next scheduled read date 12/12/08)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS		KWH
	10/14/08 - 11/11/08	28	85782	84667	=	1,115
Basic Facilities Charge						8.00
First 800 kWh X \$ 0.106070						84.86
Next 315 kWh X \$ 0.102130						32.17
Franchise Fee 4.00% paid to the City of North Charleston						5.00
Total Electric Charges						\$130.03

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CUSTOMER SERVICE

ACCOUNT NUMBER

Page 3 of 3

1-800-251-7234

STATEMENT DATE

DATE DUE

AMOUNT DUE

Nov 14 2008

Dec 5 2008

\$147.10

Gas ChargesRATE PLAN
32S - Res Standard SerMETER READING
Gas Meter read on 11/11/08 at 02:30 pm
(Next scheduled read date 12/12/08)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	USAGE (CCF)	BTU FACTOR	THERMS
(	10/14/08 - 11/11/08	28	2107	- 2102	= 5	X 1.0350	= 5
Basic Facilities Charge							10.00
Base- 5 Therms X \$ 1.29935							6.50
Franchise Fee 4.00% paid to the City of North Charleston							0.66
Total Gas Charges							\$17.16

Is your contact information up to date? In order for SCE&G to provide the reliable service you expect, we want to ensure that we have your current contact information, including your correct phone number and e-mail address. It's easy to review and update your information. Simply visit sceg.com or call toll-free 1-800-251-7234.

Electronic check conversion. When you mail in a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When an electronic fund transfer is made, funds may be withdrawn from your account on the day we receive your payment, and you will not receive your check back from your bank. If you do not wish to have your check converted into an electronic debit or if you have any questions about electronic check conversion, please contact SCE&G at 1-800-251-7234.

Third Party Notification Program is a safety net that allows others to be aware of a situation that may affect your energy service, especially during extreme weather conditions. This program gives you the option of naming another person (such as a friend, relative, neighbor, clergy or social agency) to receive a copy of any disconnection notice sent to you. *The third party is not responsible for paying the bill.* Call 1-800-251-7234 to enroll.

(47)
R-266

1:41 PM

06/05/08

5 STAR TRANSPORTATION LLC
Payroll Summary
 January 1, 2006 through June 5, 2008

George Thomas

Employee Wages, Taxes and Adjustments

Hours	Rate	Jan 1, '06 - Jun 5, 08
Gross Pay		
Salary		31,156.27
Meal Money		18,616.50
Total Gross Pay		49,772.77
Adjusted Gross Pay		49,772.77
Taxes Withheld		
Federal Withholding		-2,725.00
Medicare Employee		-451.77
Social Security Employee		-1,931.69
SC - Income Tax		-1,267.52
Total Taxes Withheld		-6,375.98
Net Pay		43,396.79
Employer Taxes and Contributions		
Federal Unemployment		112.00
Medicare Company		451.77
Social Security Company		1,931.69
SC - Unemployment		467.60
SC - Contingency Assessment		8.40
Total Employer Taxes and Contributions		2,971.46

TOTAL

Hours	Rate
-------	------

48

R-267

STATE OF SOUTH CAROLINA
BEFORE THE WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO.: 0725187

GEORGE THOMAS,	)	
	)	
Employee/Claimant,	)	
	)	
vs	)	
	)	NOTICE OF WITNESSES AND
5 STAR TRANSPORTATION,	)	WRITTEN MEDICAL REPORTS
	)	TO BE INTRODUCED AS DIRECT
and	)	EVIDENCE ON BEHALF OF
	)	CLAIMANT
WC UNINSURED EMPLOYERS	)	
FUND,	)	
	)	
Employer/Carrier.	)	
	)	

TO: SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION AND
LISA GLOVER AND BYRON ROBERTS, ESQUIRE

PLEASE TAKE NOTICE THAT the Claimant pursuant to the provisions of the South Carolina Worker's Compensation Act and Section 1-23-330, Code of Laws of South Carolina, 1976, as amended, herewith submit (s) the following written medical reports, copies which are attached hereto, as direct evidence on behalf of the Claimant:

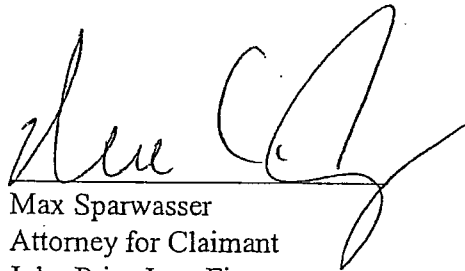
<u>PHYSICIAN/OTHER</u>	<u>FACILITY/PLACE</u>	<u>DATE OF REPORT(S)</u>	<u>PAGE</u>
1.	MUSC	11/19/2007	1 - 9
2. Death Certificate		12/14/2007	10
3.	Suburban Funeral Home	02/13/2008 - 03/12/2008	11 - 12
4. Aneurysms Article			13 - 16
5. Marriage License			17
6. Final Decree of Divorce			18 - 21
7. Photographs - to be supplemented			

YOU ARE FURTHER HEREBY NOTIFIED that you have the right of cross-examination; and, should you desire to exercise said right, you are to forthwith schedule the depositions of any physicians, whose reports are submitted, for the purpose of cross examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physicians/others, are being herewith forwarded to the South Carolina Worker's Compensation Commission and inclusion into evidence on behalf of the Claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Claimant.

1. Emily Smith



Max Sparwasser
Attorney for Claimant
John Price Law Firm
7445 Cross County Rd., Suite 10
N. Charleston, SC 29418
(843) 552-6011

October 21, 2008
Charleston, SC

File this form and proof of service on the opposing party according to R.67 -611 and R.67-212.
Form #58

Pre-Hearing Brief

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

Page: 1 of 9

Forensic Autopsy Final
Report

Autopsy Information

Date of Death: 11/19/07 Time: 1:00 a.m.
Date of Autopsy: 11/19/07 Time: 12:00 p.m.
County: Dorchester
Coroner: Perida Moultrie, Deputy
Attending Pathologist: Cynthia A. Schandl, MD, PhD
Autopsy Technician: Kimberly Boretsky
Prosecutor(s): Drs. Cynthia A. Schandl, S.Erin Presnell and medical student C. Pauley

Reason for Autopsy: Died after bus collision
(If Injury) How occurred: Bus collision into tree
Date of Injury: 11/19/07 Time: 1:00 a.m.
Place of Injury: Public freeway (I-26) At Work: Yes

Cause of Death

Full body blunt trauma complicating ruptured saccular aneurysm of the brain

Manner of Death

Accident

CASE HISTORY

According to the coroner, the decedent was a 58-year-old black male bus driver who became unresponsive at the wheel of a bus at approximately 1:00 a.m. on November 19, 2007. The bus went off of the road (interstate 26) and struck a tree. Multiple passengers sustained injuries. He was apparently witnessed to slump over and become unresponsive prior to driving off the road. The bus was heading southbound at the 184 mile marker; the route was from St. Stephen to Miami.

Department of Pathology and Laboratory Medicine
Forensic Pathology

Chair: Janice M. Lage, M.D.

Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

Page: 2 of 9

**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

Medical history is significant for diabetes mellitus for which he was prescribed an oral medication.

GROSS DESCRIPTION

EXTERNAL EXAMINATION

The body is that of a well-developed, well-nourished, adult black male, who weighs approximately 205 pounds, is 74.5 inches in length, and appears compatible with the stated age of 58 years. The body is identified by the coroner. The body is clad in two black socks, a brown boot on the right foot, blue pants, a brown belt, white underwear, a white t-shirt, and a light blue short-sleeved shirt. Three necklaces are worn and five rings are on fingers of the right hand. Pills retrieved from the left front pants pocket included the following: two round yellow pills with a "K" etched on one side, one large oval orange tablet with no markings, one 10 mg quinapril, one 10 mg Lipitor, one 5 mg Glipizide XL, and one 500 mg metformin. The body is warm to the touch. Rigor is partially fixed (+2-3/4) in all extremities and jaw. Livor is indiscernible. The scalp hair is shaven. The irides are brown; the pupils are bilaterally equal. The corneae are clouded. The sclerae and conjunctivae are unremarkable except as described under "Evidence of Injury". The nose and ears are not unusual except for injuries. The lips and gums are intact except as described under "Evidence of Injury". The upper central teeth (#6-11) are replaced by dentures with chips of tooth 9 and 10 and a gold cap at tooth 6. The lower teeth are in good condition. The deceased has a mustache and slight beard stubble. The neck is without masses, and the larynx is in the midline. The thorax is asymmetrical as described under "Evidence of Injury". The abdomen is flat. The penis is unremarkable; the testes are bilaterally descended within the scrotum. The anus and back are unremarkable except for abrasions as described under "Evidence of Injury". The upper and lower extremities are well-developed and without absence of digits. Identifying marks and scars consist of a 0.5 x 0.4 inch hypopigmented area of the anterior left shoulder, a 1.5 x 0.3 inch scar of the anterior medial mid right thigh, and thickened skin over the knees. Additional scars and marks are likely obscured by multiple injuries. There is no evidence of emergency resuscitation and / or medical therapy.

EVIDENCE OF INJURY

HEAD AND NECK: Lacerations up to 0.7 inch in length and 0.2 inch in depth are of the left forehead and right parietal regions of the scalp. Few superficial abrasions of the frontal scalp and forehead are up to 0.5 inch each. A 1.1 x 0.1 inch laceration lateral to the right eye has a depth of 0.3 inch. Three sharp edged abrasions up to 0.2 inch each are of the left cheek,

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2B271

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

Page: 3 of 9

**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

suggestive of dicing. A 1.8 x 1.5 inch region of abrasions is of the right cheek. Abrasions and superficial incisions of the right side of the chin are up to 1.0 inch each. A 0.2 x 0.01 inch incision of the mid lower lip has a depth of 0.1 inch. Bilateral periorbital ecchymoses are appreciated. Right lateral scleral hemorrhage is present. Multiple abrasions with variable skin avulsion and superficial incisions up to 1.5 inches each cover the nose. A 4.0 x 0.4 inch region of dried abrasion is of the anterior and left lateral aspect of the neck in the region where necklaces are worn.

Scalp hemorrhages are associated with the above-described lacerations. Bilateral temporalis muscle hemorrhages are noted. Hairline fractures are of the anterior and middle cranial fossae and bilateral temporal bone. Massive subarachnoid hemorrhage is confined to the base of the brain and overlies the Circle of Willis, midbrain, brainstem and base of the cerebellum at the midline. Dissection reveals rupture of a saccular aneurysm of the left posterior communicating artery of the Circle of Willis. Intraventricular hemorrhage is extensive.

THORAX AND ABDOMEN: A 2.3 x 1.6 inch curved abrasion of the right chest is suggestive of steering wheel injury. Additional superficial abrasions and incisions of the chest and abdomen are up to 3 inches each. Superficial abrasions of the left upper back and left mid back are up to 4 inches each.

Fractures are as follows: sternum, left lateral ribs (1 – 12), left posterior ribs (1 – 8), right anterior ribs (1 – 3, 5 – 8), right lateral ribs (1, 3 – 8), and right posterior rib 5. Spinal transection is at the level of the 5th – 6th thoracic vertebra.

Partial transection is of the ascending aorta, 0.5 cm from the aortic valve. Multiple lacerations with expansive regions of maceration are of the liver. The left hemidiaphragm is ruptured and abdominal contents are in the left pleural cavity. The right pleural cavity contains approximately 350 mL of blood and the left contains approximately 50 mL of blood and gastric contents. Trace blood is within the peritoneal cavity. A perforation is of the gastric wall. Scant hemoperitoneum is present. Bilateral pulmonary parenchymal hemorrhages and left pulmonary parenchymal maceration are noted. Bloody froth is within airways; pulmonary bullae are noted. The right adrenal gland is macerated. Patchy soft tissue hemorrhage is of the mesentery and retroperitoneum.

UPPER EXTREMITIES: Multiple abrasions with variable skin avulsion of the arms and hands are up to 5 inches each. Abrasions with skin avulsion are of several knuckles. A 3 x 1 inch

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3-272

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

Page: 4 of 9

**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

laceration is of the posterior left forearm and a 1.3 x 0.1 inch laceration with a depth of 0.2 inch is of the left hypothenar eminence.

LOWER EXTREMITIES: A 4.5 x 0.2 inch yellow-based abrasion is of the right inguinal region. Fractures are of the left femur and bilateral tibia and fibula. The left lower leg fractures are associated with a 10 x 3 inch region of perforation/laceration with underlying muscle and bone exposure. The right lower leg fractures are associated with a 1.7 inch skin perforation with associated region of abrasions. The femur fracture is associated with two overlying lacerations up to 1.8 inches each. Also associated with the femur fracture are multiple vertically-oriented linear abrasions in a 4 x 3 inch region situated at the distal lateral aspect of the left thigh. An additional laceration of the left knee is 2.3 x 0.2 inches with a depth of 0.2 inch. A laceration of the medial aspect of the left foot is 5.3 x 1.5 inches and of the posterior aspect of the medial left foot is 1.7 x 0.3 inches. Abrasions with skin and base of toenail avulsion are of the left great and second toes. A 2.7 x 0.05 inch incised wound with a depth of 0.4 inch is of the posterior mid left thigh. Additional abrasions with variable associated laceration of the legs are up to 4 inches each. Pubic symphysis separation is present.

INTERNAL EXAMINATION

BODY CAVITIES: No adhesions are in any of the body cavities. All body organs are present in normal anatomical positions except as described under "Evidence of Injury".

HEAD (CENTRAL NERVOUS SYSTEM): The brain weighs 1420 grams. The dura mater and falx cerebri are intact. The leptomeninges are thin and firm. The cerebral hemispheres are symmetrical. Subarachnoid hemorrhage covers the base of the brain overlying the Circle of Willis, midbrain, brainstem and portions of the cerebellum as described under "Evidence of Injury". A ruptured saccular aneurysm is of the left posterior communicating artery. In addition, the Circle of Willis displays three anterior cerebral arteries. The cranial nerves are intact and free of abnormality. Sections through the cerebral hemispheres reveal no lesions within the cortex, subcortical white matter, or deep parenchyma of either hemisphere. The basal ganglia, thalami, and hippocampi are unremarkable. The cerebral ventricles are normal caliber. Sections through the brainstem and cerebellum are unremarkable with the exception of overlying subarachnoid hemorrhage.

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Patient: THOMAS, GEORGE
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Page: 5 of 9

F o r e n s i c A u t o p s y F i n a l
R e p o r t

NECK: Examination of the soft tissues of the neck, including strap muscles, thyroid gland, and large vessels, reveals no abnormalities. The hyoid bone and larynx are intact. The lingual mucosa is intact; the underlying firm red-brown musculature is devoid of hemorrhage.

CARDIOVASCULAR SYSTEM: The heart weighs 400 grams. The pericardial and epicardial surfaces are smooth, glistening and unremarkable; the pericardial sac is free of significant fluid or adhesions. The left main coronary artery arises normally. The right coronary artery ostium is slightly proximally displaced and an accessory ostium is noted. The coronary arteries follow the usual distribution and are patent, without evidence of significant atherosclerosis or thrombosis. The chambers and valves bear the usual size-position relationships and are unremarkable. The valves have the following circumferences: tricuspid valve = 14.5 cm, pulmonic valve = 8.2 cm, mitral valve = 11.0 cm, and aortic valve = 8.1 cm. The myocardium is dark red-brown, firm, and unremarkable; the atrial and ventricular septa are intact. The left ventricular thickness = 1.5 cm, right ventricular thickness = 0.4 cm, and the interventricular septum = 1.3 cm. The aorta and its major branches arise normally, follow the usual course and are patent, free of significant atherosclerosis and other abnormality. The venae cavae and their major tributaries return to the heart in the usual distribution and are free of thrombi.

RESPIRATORY SYSTEM: The right and left lungs weigh 400 and 540 grams, respectively. The upper airway is clear of debris and foreign material; the mucosal surfaces are smooth, yellow-tan and unremarkable. The pleural surfaces are smooth and glistening. Lobar divisions are of the usual configuration. The pulmonary parenchyma is dark red-purple, exuding slight to moderate amounts of blood and frothy fluid. Injuries are described under "Evidence of Injury". The pulmonary arteries are normally developed, patent, and without thrombus or embolus.

LIVER AND BILIARY SYSTEM: The liver weighs 1670 grams. The hepatic capsule is smooth, glistening and disrupted by injury as described under "Evidence of Injury". Uninjured parenchyma is red-brown. The gallbladder contains approximately 7 ml of amber, slightly mucoid bile; the mucosa is velvety and unremarkable. The extrahepatic biliary tree is patent, without evidence of calculi. The portal vein and its tributaries are unremarkable.

ALIMENTARY TRACT: The esophagus is lined by gray-white, smooth mucosa. The gastric mucosa is arranged in the usual rugal folds, and the lumen is empty. Gastric contents are within the left pleural cavity as described under "Evidence of Injury". The small and large bowel.

Department of Pathology and Laboratory Medicine
Forensic Pathology

Chair: Janice M. Lage, M.D. Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

Patient: THOMAS, GEORGE
Mod Pac: THOMGEO
DOB. Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

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**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

are unremarkable. The appendix is present. The pancreas has a normal gray-white, lobulated appearance, and the ducts appear clear.

GENITOURINARY TRACT: The right and left kidneys weigh 190 and 200 grams, respectively. The renal capsules are smooth and thin, semi-transparent, and strip with ease from the underlying, smooth, red-brown, firm, cortical surfaces. The cortices are sharply delineated from the medullary pyramids, which are red-purple to tan and unremarkable. Simple renal cortical cysts are up to 1.0 cm each. The calyces, pelves, and ureters are unremarkable. The relationships at the trigone are unremarkable. The urinary bladder contains approximately 100 ml of cloudy yellow urine; the mucosa is gray-tan and smooth. The testes, prostate and seminal vesicles are unremarkable.

RETICULOENDOTHELIAL SYSTEM: The spleen weighs 60 grams and has a smooth, intact capsule covering red-purple, moderately firm parenchyma; the lymphoid follicles are unremarkable. The abdominal lymph nodes appear normal; however, prominent pulmonary hilar lymphadenopathy is noted. The bone marrow is red-purple and homogeneous, without evidence of focal abnormality.

ENDOCRINE SYSTEM: The pituitary, thyroid, and adrenal glands are unremarkable with the exception of adrenal cortical hyperplasia.

MUSCULOSKELETAL SYSTEM: The bony framework, supporting musculature, and soft tissues are not unusual with the exception of vertebral osteophytes and extensive injury as described under "Evidence of Injury".

CASSETTE SUMMARY:

1. Spleen, right lung, liver, prostate
2. Hilar lymph node, right and left cardiac ventricle, left lung
3. Left kidney, interventricular cardiac septum, adrenal
4. Pancreas, testis, cerebellum, right kidney, thyroid
5. Pituitary, cerebrum

CAS:mtr
11/19/07

Department of Pathology and Laboratory Medicine
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Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

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R-275

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

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**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

12/7/07

Cynthia A Schandl, M.D. Ph.D. (1-4382)/ MTR

CASE SUMMARY

A complete autopsy was performed on the body of George Thomas at the Medical University of South Carolina Autopsy Suite on November 19, 2007. The postmortem examination began at 12:00 p.m. The prosecutors were Drs. Cynthia A. Schandl and S. Erin Presnell and medical student Crystal Pauley. The autopsy technician was Ms. Kimberly Boretsky. The autopsy was authorized by the Dorchester County Deputy Coroner, Ms. Perida Moultrie.

Significant findings at autopsy included massive subarachnoid hemorrhage of the base of the brain associated with a ruptured saccular aneurysm of the left posterior communicating artery of the Circle of Willis. Full body blunt trauma sustained included partial aortic transection, spinal transection at T5-6, multiple fractures (left femur, left and right tibia and fibula, ribs, sternum, pubic symphysis separation, skull), bilateral hemothoraces, liver lacerations with maceration, lung maceration and parenchymal hemorrhages, patchy mesenteric/retroperitoneal and soft tissue hemorrhages, and skin incisions, lacerations and abrasions. Additional findings included slight displacement of the right coronary artery ostium with an accessory ostium, renal cortical cysts, spinal osteophytes, hilar lymphadenopathy, accessory anterior cerebral artery, and adrenal hyperplasia.

Microscopic examination of the cerebellum confirmed subarachnoid hemorrhage. Pulmonary parenchymal hemorrhage was noted as was pulmonary vascular fat embolization and intravascular congestion. A paucity of red blood cells was in the spleen. Hemorrhage was of the right cardiac ventricular subepicardial parenchyma. Multiple sections of heart revealed extensive infiltration of the myocardium by lymphocytes and rare eosinophils as well as patchy and interstitial fibrosis. Associated focal cardiomyocytolysis was noted. Mild macrovesicular steatosis and chronic triaditis were of the liver. The kidneys revealed mild arteriolosclerosis and approximately 5% glomerular senescence with associated chronic interstitial inflammation. An adrenal hyperplastic cortical nodule was present. The prostate showed benign hyperplasia. Sections of the reactive hilar lymph node, testis, pancreas, thyroid, pituitary, and cerebrum were noncontributory.

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R-276

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
Date Received: 11/19/2007
Date Collected: 11/19/2007

Page: 8 of 9

**F o r e n s i c A u t o p s y F i n a l
R e p o r t**

A partial tube of cardiac blood, vitreous, urine, and liver are sent to South Carolina Law Enforcement Division (SLED) laboratory for toxicological analysis. Results will be reported by SLED in a separate report.

Analysis of vitreous fluid reveals the following: sodium = 141 mmol/L, potassium = 7.8 mmol/L, chloride = 122 mmol/L, urea nitrogen = 15 mg/dl, creatinine = 0.5 mg/dl, glucose = 96.0 mg/dl, and acetone = negative.

In light of the historical, vitreous chemistry, gross and microscopic autopsy findings, it is the opinion of the prosecutors that the decedent died as the result of full body blunt trauma complicating ruptured saccular aneurysm of the brain. Other significant conditions included lymphocytic myocarditis. Furthermore, the manner of death is best deemed accident.

FINAL DIAGNOSIS

- Massive subarachnoid hemorrhage of the base of the brain associated with a ruptured saccular aneurysm of the left posterior communicating artery of the Circle of Willis.
- Full body blunt trauma: partial aortic transection, spinal transection at T5-6, multiple fractures (left femur, left and right tibia and fibula, ribs, sternum, pubic symphysis separation, skull), bilateral hemothoraces, liver lacerations with maceration, lung maceration/parenchymal hemorrhages/vascular fat emboli, patchy mesenteric/retroperitoneal/soft tissue hemorrhages, and skin incisions/lacerations/abrasions.
- Lymphocytic myocarditis.
- Mild steatohepatitis.
- Mild nephrosclerosis.
- Slight displacement of the right coronary artery ostium with an accessory ostium.
- Renal cortical cysts.
- Spinal osteophytes.
- Hilar lymphadenopathy.
- Accessory anterior cerebral artery.
- Adrenal hyperplasia.
- Benign prostatic hyperplasia.
- Toxicology pending (South Carolina Law Enforcement Division Laboratory).

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(8)
R-277

Patient: THOMAS, GEORGE
Med Rec: THOMGEO
DOB: Age: 58 years
Sex: Male Race: Black
ACCESSION: FA-07-00787
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Date Collected: 11/19/2007

Page: 9 of 9

Forensic Autopsy Final
Report

CERTIFICATION

I certify that I personally conducted the diagnostic evaluation of the above specimen(s) and have rendered the above diagnosis(es).

Cynthia A Schandl, M.D. Ph.D. (1-4382)

(Electronically signed by)

Verified: 12/07/2007 02:07

CAS/MTR

Department of Pathology and Laboratory Medicine
Forensic Pathology

Chair: Janice M. Lage, M.D.

Director: S. Erin Presnell, M.D.

Forensic Pathology Phone: 843-792-3500

Forensic Pathology Fax: 843-792-3537

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R-278

AUTHORIZED UNAUTHORIZED

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UNAUTHORIZED UNAUTHORIZED UNAUTHORIZED

DEATH CERTIFICATION
STATE FILE NUMBER

DECEASED INFORMATION

NAME (LAST, FIRST, MIDDLE) WILLIAM THOMAS

MA, AKA (LAST, FIRST, MIDDLE)

DATE OF DEATH NOV 19 2007

PLACE OF DEATH INFORMATION

DEATH CERTIFICATION

DATE OF BIRTH

AGE 38 YEARS

SEX MALE

RACE WHITE

DISPOSITION INFORMATION

METHOD: BURIAL

PLACE: BROWNSVILLE CEMETERY

LOCATION: SUMMERVILLE, SOUTH CAROLINA

DECEASED'S SIGNATURE

WITNESS SIGNATURE

PLACE OF BIRTH: SOUTH CAROLINA

SURVIVING SPOUSE'S NAME: EMILY MOORE

DECEASED'S NAME: GEORGE WILLIAM THOMAS

DECEASED'S ADDRESS: 1000 E. 10TH ST, SUMMERVILLE, SC 29586

DECEASED'S PHONE: 803-799-1234

DECEASED'S SOCIAL SECURITY NUMBER: [REDACTED]

DECEASED'S MARITAL STATUS: MARRIED

DECEASED'S OCCUPATION: [REDACTED]

DECEASED'S DATE OF BIRTH: [REDACTED]

DECEASED'S DATE OF DEATH: NOV 19 2007

DECEASED'S DATE OF BIRTH: [REDACTED]

DECEASED'S DATE OF DEATH: NOV 19 2007

DECEASED'S DATE OF BIRTH: [REDACTED]

DECEASED'S DATE OF DEATH: NOV 19 2007

DECEASED'S DATE OF BIRTH: [REDACTED]

DECEASED'S DATE OF DEATH: NOV 19 2007

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DECEASED'S DATE OF DEATH: NOV 19 2007

DECEASED'S DATE OF BIRTH: [REDACTED]

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DECEASED'S DATE OF DEATH: NOV 19 2007

DECEASED'S DATE OF BIRTH: [REDACTED]

DECEASED'S DATE OF DEATH: NOV 19 2007

DECEASED'S DATE OF BIRTH: [REDACTED]

UNAUTHORIZED UNAUTHORIZED UNAUTHORIZED

COPY COPY COPY COPY COPY

Suburban Funeral Home, Inc.

2336 Meeting Street Road
North Charleston, SC 29405

Statement

Phone: (843) 744-8761

To:

Emily Thomas

Please Mail payments to:

Suburban Funeral Home, Inc.
2336 Meeting Street Road
North Charleston SC 29405

Be sure to include account number with payment!

Contract Date	Statement Date	Account Number	Regarding	
Nov 20, 2007	February 13, 2008		Thomas, George William	
Death Date	Transaction Description		Amount	Balance
Nov 19, 2007	Balance Itemized List Of Goods and Services		\$8,092.98	\$8,092.98
Nov 21, 2007	Payment By: 5 Star Transportation		(\$4,100.00)	\$3,992.98
Balance:			\$3,992.98	

Suburban Funeral Home, Inc.
2336 Meeting Street
North Charleston, South Carolina 29405
(843) 744-8761

2007/08

Date 3/12/2008

Received From Mrs. Emily Thomas 3992.28

Thirty-nine hundred ninety-two & 28/100 Dollars

For Funeral Expenses Of Mr. George Thomas

Amount of Account \$ 3992.28 ☒ Check # 2395

Amount Paid \$ 3992.28 ☐ Cash

☐ Social Security

Balance Due \$ 0- ☐ VA Benefit

☐ Life Insurance

Thank You,

L. M. Miller

and posterior temporal seizures can give rise to, among other things, formed visual hallucinations.

Memory tends to be shot through with emotion, and odors — like the aroma of Proust's "petites madeleines," which instantly summoned up the world of his childhood — are notoriously evocative: "the smell and taste of things remain poised a long time, like souls, ready to remind us, waiting and hoping for their moment . . . and bear unfaltering, in the tiny and almost impalpable drop of their essence, the vast structure of recollection." It is no surprise, therefore, that the medial temporal lobes contain two key nodes in the neural networks for emotion and smell — the amygdala and the piriform cortex. Their presence here helps to explain the experience of panic and hallucinations of smell in temporal-lobe seizures. The "epigastric aura," a rising sensation from the stomach, is another common result of activity within this limbic circuitry.

Although the temporal lobes are much involved with the complex integration of experience, they are also home, in their uppermost gyrus, to a primary sensory area, Heschl's gyrus — the auditory cortex. In the left hemisphere, this region abuts Wernicke's area, where meaning is extracted from the sounds of speech. Thus, epilepsy arising close to the left superior temporal gyrus can manifest itself in auditory hallucinations, speech arrest, or dysphasia. Epilepsy arising at the adjacent junction of the temporal, parietal, and occipital lobes, close to the cortical representation of information about balance, has been linked in recent work to out-of-body experiences, during which one sees oneself

from an external perspective, and to "autoscopy," the hallucinatory vision of one's own body seen from one's current perspective.⁵

Déjà vu, short-lived amnesia, the epigastric aura, hallucinations of smell, incongruous emotions, disorders of language, and out-of-body experiences can all be pointers to a disturbance of function in the temporal lobes. The elegance of clinical neurology lies in the possibility of localizing pathologic lesions in the brain on the basis of clinical features such as these, which may consist of a single minor perturbation of experience. But location does not imply process. Don't rush to diagnose epilepsy the next time you experience déjà vu. The range of possible explanations bridges the divide between neurology and psychiatry: anxiety, depression, and psychosis are important causes, as is the likeliest candidate of all — that your perfectly normal but hard-pressed temporal lobes are temporarily overstretched.

1. Bancaud J, Brunet-Bourgin F, Chauvel P, Halgren E. Anatomical origin of déjà vu and vivid 'memories' in human temporal lobe epilepsy. *Brain* 1994;117:71-90.
2. Zeman AZ, Boniface SJ, Hodges JR. Transient epileptic amnesia: a description of the clinical and neuropsychological features in 10 cases and a review of the literature. *J Neurol Neurosurg Psychiatry* 1998;64:435-43.
3. Hughlings Jackson J. On right- or left-sided spasm at the onset of epileptic paroxysms, and on crude sensation warnings and elaborate mental states. *Brain* 1880;3:192-206.
4. Hodges JR, Patterson K, Oxbury S, Funnell E. Semantic dementia: progressive fluent aphasia with temporal lobe atrophy. *Brain* 1992;115:1783-806.
5. Blanke O, Landis T, Spinelli L, Seeck M. Out-of-body experience and autoscopy of neurological origin. *Brain* 2004;127:243-58. [Erratum, *Brain* 2004;127:719.]

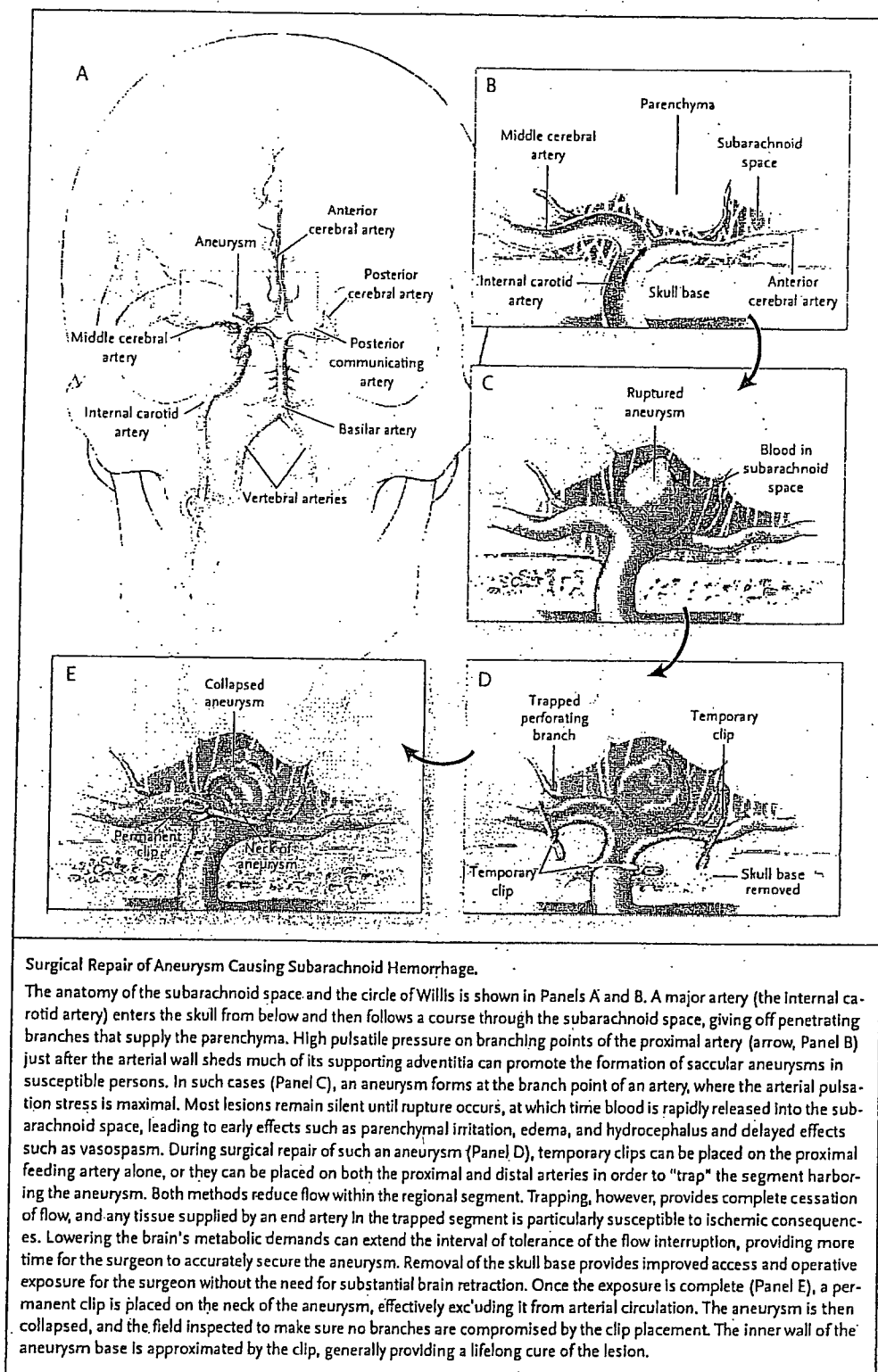
Ruptured Cerebral Aneurysms

Dilantha B. Ellegala, M.D., and Arthur L. Day, M.D.

The brain derives its blood supply from two internal carotid arteries, which supply most of the cerebrum, and two vertebral arteries, which merge to form the basilar artery and supply the brain stem,

Dr. Ellegala is a cerebrovascular fellow and Dr. Day the director of the Cerebrovascular Center and a professor of surgery in the Department of Neurosurgery, Brigham and Women's Hospital and Harvard Medical School, Boston.

the cerebellum, and the visual cortex of the cerebrum. These vessels shed most of their external supporting layers as they enter the skull and are therefore considerably thinner and more fragile than vessels elsewhere in the body. On penetrating the dura mater, each vessel traverses the subarachnoid space at the base of the skull, where communications are established between the major trunks to form the circle of Willis (see diagram). The hemodynamic stresses (high pressure and pulsations)



on the distal wall between the two exiting branches can weaken that region and, over time, lead to the formation of saccular (berry) aneurysms. Once established, these aneurysms carry a risk of rupture that varies with their location, size, and wall thickness.

A ruptured cerebral aneurysm is an intracranial catastrophe, associated with very high morbidity and mortality. When an aneurysm ruptures, blood spurts into the subarachnoid space under arterial pressure, continuing until increased local or generalized intracranial pressure stops the bleeding. Acute hydrocephalus may develop as the blood fills the subarachnoid space and impedes the normal flow and absorption of cerebrospinal fluid. Focal clot formation or parenchymal edema and irritation can disturb the regulation of cardiac or respiratory function or further increase the intracranial pressure, culminating in death. Aneurysmal subarachnoid hemorrhage is associated with mortality rates between 25 and 50 percent from the consequences of the initial bleeding. Half of untreated survivors have an additional bleeding episode at least once within the next six months, and among such patients, morbidity and mortality are even higher.¹ Even with aggressive modern treatment, good neurologic function is restored in less than one third of all affected patients.

If the patient survives the immediate effects of the bleeding episode and reaches a medical facility alive, the initial management must be directed toward stabilizing or reversing acute life-threatening conditions, including tissue hypoxia from seizures or respiratory depression, cardiovascular dysfunction, hydrocephalus, and focal intracranial clots. Particularly in obtunded patients, the establishment of an airway and urgent ventriculostomy with drainage of cerebrospinal fluid can be lifesaving, since these procedures reduce the effects of brain hypoxia, acute hydrocephalus, and increased intracranial pressure.

Once the patient's condition has stabilized, the primary focus of treatment becomes the prevention of rebleeding. The cause and site of the subarachnoid hemorrhage are determined by means of some form of arteriography. The best method of obliterating the aneurysm is then selected and implemented, usually within 24 hours after presentation, unless a life-threatening clot necessitates emergency surgical evacuation. The selection of the appropriate treatment—either open surgery (clipping) or an endovascular approach (coiling)—is based pri-

marily on the age and clinical status of the patient and the size, shape, and location of the aneurysm; the decision is best made by a team that is proficient in both methods.

Operative clipping is a definitive technique for securing most ruptured aneurysms. During surgery, an opening in the skull is created (craniotomy), the dura mater is opened, and the subarachnoid space is dissected to separate the lobes of the brain and also to take advantage of naturally occurring corridors in order to reach an aneurysm arising near the base of the skull. In the process, the brain must be manipulated in a gentle way so as not to create additional risks for the already irritable or injured organ. Methods that reduce the brain's volume (the use of osmotic agents and the drainage of cerebrospinal fluid) and techniques that minimize brain retraction (the release of arachnoid membranes and the removal of bone from the skull base) facilitate the exposure of a broad area of the brain while minimizing trauma.

Once exposure is complete, the aneurysm is dissected from adjacent branches and obliterated with the placement of a titanium clip across the origin (or neck) of the aneurysm. The operative manipulation of a recently ruptured aneurysm, however, is not without substantial hazards and technical obstacles. The ability to visualize and control blood flow within the entering and exiting branches is crucial, especially in the event of premature intraoperative rupture of the aneurysm before dissection and anatomical clarification have been completed. Temporary clips may be placed on the proximal feeding vessel alone or also on the exiting branches (a technique called trapping), providing focal circulatory arrest in the vessels adjacent to the aneurysm; this vital adjunct technique is often used in the final stages of the dissection and clipping. Temporary clipping reduces the flow of blood into the aneurysm, makes it softer and less pulsatile, allows for easier and safer manipulation of the aneurysm during permanent clip placement, and controls bleeding in the event of premature rupture.²

During temporary clipping, however, the regions supplied by the clipped vessels are susceptible to ischemic injury, especially if the clip remains in place for a prolonged period. Four basic methods are used in efforts to expand the safe clipping interval in order to give the surgeon more time to reconstruct the artery without incurring hypoperfusion injury. First, a proximal clip may be placed on the feeding artery earlier in the process; this technique

reduces the tension on the aneurysm (hence reducing the incidence of premature rupture during the dissection and clipping) without completely arresting flow within the two exiting vessels or their branches. Second, the systemic blood pressure may be raised slightly above normal levels in order to enhance perfusion through collateral channels. Third, the surgeon may avoid including a vessel that feeds a perforating end artery in the trapped segment. And fourth, the brain's energy requirements and metabolic activity may be suppressed, either with medications (i.e., barbiturates) or through the induction of mild hypothermia.^{3,4}

After the permanent clip has been placed, the aneurysm is collapsed, and the temporary clips are removed, restoring normal blood flow to the region. The base of the aneurysm is then carefully inspected to make sure that complete obliteration has been achieved without compromise of perforators or exiting trunks. Intraoperative angiography is used routinely at many centers to confirm the obliteration of the aneurysm and the patency of distal vasculature.

Even after successful aneurysm obliteration, the patient remains at risk for later problems related to the subarachnoid hemorrhage. Vasospasm is a delayed and often severe vasoconstriction that reaches a peak intensity and incidence around the seventh day after subarachnoid hemorrhage; it is caused by a combination of clot retraction, mechanical deformation, and the release of vasoactive substances on the regional arterial system adjacent to the bleeding site. Early and complete obliteration of the aneurysm allows for more aggressive treatment of this condition with the use of combinations of angio-

plasty and hypervolemic, hypertensive hemodilutional therapies. If problems with absorption of cerebrospinal fluid persist after vasospasm has passed, a permanent ventricular shunt may be required.

Outcomes after aneurysmal subarachnoid hemorrhage have substantially improved over the past 30 years, particularly in highly specialized neurosurgical centers with high-volume practices.⁵ Early intervention, aggressive treatment of hydrocephalus and vasospasm, emerging endovascular techniques, and refined surgical techniques such as approaches through the skull base and temporary clipping have contributed greatly to this trend. The induction of mild hypothermia during the interval of temporary clipping, as discussed by Todd et al. in this issue of the *Journal* (pages 135-145), represents an attempt to prolong the safe interval of focal circulatory arrest. Unfortunately, the methods used in the study by Todd et al. failed to produce significant benefits in this group of patients.

1. Jane JA, Winn HR, Richardson AE. The natural history of intracranial aneurysms: rebleeding rates during the acute and long term period and implication for surgical management. *Clin Neurosurg* 1977;24:176-84.
2. Samson D, Batjer HH, Bowman G, et al. A clinical study of the parameters and effects of temporary arterial occlusion in the management of intracranial aneurysms. *Neurosurgery* 1994;34:22-8.
3. Selman WR, Spetzler RF, Roski RA, Roessmann U, Crumrine R, Macko R. Barbiturate coma in focal cerebral ischemia: relationship of protection to timing of therapy. *J Neurosurg* 1982;56:685-90.
4. Ridenour TR, Warner DS, Todd MM, McAllister AC. Mild hypothermia reduces infarct size resulting from temporary but not permanent focal ischemia in rats. *Stroke* 1992;23:733-8.
5. Berman MF, Solomon RA, Mayer SA, Johnston SC, Yung PP. Impact of hospital-related factors on outcome after treatment of cerebral aneurysms. *Stroke* 2003;34:2200-7.

2006-002783

LICENSE AND CERTIFICATE FOR MARRIAGE

STATE OF SOUTH CAROLINA

2006-002783

LICENSE NUMBER

CHARLESTON

COUNTY

GROOM-NAME

(FIRST)

(MIDDLE)

(LAST)

BIRTHDATE (MONTH, DAY, YEAR)

AGE

(1) GEORGE WILLIAM THOMAS

(2a)

(2b) 57

BIRTHPLACE (State or foreign country)

RACE

RESIDENCE (Street and Number)

(3) SOUTH CAROLINA

(4) BLACK

(5a)

CITY, TOWN OR LOCATION

COUNTY

STATE

NO. OF THIS MARRIAGE

(1st, 2nd, etc.)

(5a) CHARLESTON

(5c) CHARLESTON

(5d) SC

(6)

(8b) 62

BRIDE-NAME

(FIRST)

(MIDDLE)

(LAST)

BIRTHDATE (MONTH, DAY, YEAR)

AGE

(7) EMILY CAROL MOORE

(8)

(8b) 62

BIRTHPLACE (State or foreign country)

RACE

RESIDENCE (Street and Number)

(9) SOUTH CAROLINA

(10) BLACK

(11)

CITY, TOWN OR LOCATION

COUNTY

STATE

NO. OF THIS MARRIAGE

(1st, 2nd, etc.)

(10) CHARLESTON

(11c) CHARLESTON

(11d) SC

(12)

(12) 3

MAIDEN NAME OF BRIDE (If Different From Above)

(13)

Application for a license was filed with this court at 9:05A M., on the 19 day of SEPTEMBER, 2006. These are, therefore, to authorize any person qualified to perform marriage ceremonies to perform the marriage ceremony for the persons above named and for the so doing this shall be sufficient warrant. Given under my hand and seal

at 9:05A M., this the 20 day of SEPTEMBER, A.D. 2006.

John J. Conner

Signature of Issuing Officer

JUDGE OF PROBATE

Title of Issuing Officer

GROOM-Signature

(14)

George W Thomas

BRIDE-Signature

(15)

Emily C Moore

I certify that the above named persons were married on

Place of Marriage

(16)

September (MONTH) 20th (DAY) (YEAR) 2006

(17)

Charlita (CITY) Charleston (COUNTY) SOUTH CAROLINA

OFFICIANT-Signature

OFFICIANT-Title

(18a)

Rev. [Signature]

(18b)

Pastor

OFFICIANT-Mailing Address

(18c)

108 Concord St Goose Creek SC 29445

20060919-124001-PBTVAH-PBTVAH1

DHEC 0681 (12/1998)

BRIDE/GROOM COPY

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) IN THE FAMILY COURT OF THE
NINTH JUDICIAL CIRCUIT

CYNTHIA WHALEY,

Plaintiff,

-vs-

GEORGE WILLIAM THOMAS,

Defendant.

CASE NUMBER: 2006-DR-10-2853

FINAL DECREE OF DIVORCE

HEARING DATE:

HEARING JUDGE:

PLAINTIFF'S ATTORNEY:

DEFENDANT'S ATTORNEY:

COURT REPORTER:

February 9, 2007

F.P. Segars-Andrews

PRO SE

N/A

Sharon D. Jones

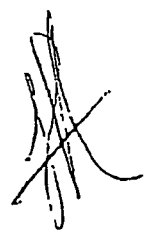
The action is one for divorce which was commenced by the filing of a Summons and Complaint in the Office of the Clerk of Court on July 10, 2006. Present is the Plaintiff who appeared *pro se*. Defendant was personally served a certified copy of the Summons and Complaint (see Sheriff's Affidavit of Service). Defendant was given notice of this hearing by certified mail and was not present.

Prior to the taking of any testimony, the Court carefully inquired of the Plaintiff as to the possibility of a reconciliation between the parties. Plaintiff stated definitely that no such possibility exists, and so I find.

Based on the pleadings, sworn testimony, and other evidence of record, I make the following Findings of Fact and Conclusions of Law:

ONE: The Court has jurisdiction over the parties and subject matter of this action and venue is proper.

TWO: There is no possibility of a reconciliation between the parties.



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THREE: The parties were married on February 9, 1995.

FOUR: The parties separated on July 1, 2000 in Charleston, South Carolina and have lived separate and apart since that time; and, Plaintiff's testimony is properly corroborated.

FIVE: The parties have lived separate and apart without cohabitation for a period of more than one (1) year.

SIX: The Plaintiff has established grounds for divorce on the basis of South Carolina Code of Laws, 20-3-10(5) 1976, as amended, for one (1) year continuous separation.

SEVEN: There are no minor children born to the parties during the course of their marriage.

EIGHT: The Plaintiff's complaint anticipates that Defendant will execute a settlement agreement that addresses property and support (and that there are no such issues that need to be addressed); however, Defendant through neglect or disinterest has not responded as requested. The parties own no property, real or otherwise, which needs to be equitably divided by this Court and no debt which needs to be equitably divided by the Court.

NINE: The Plaintiff's rights to alimony are waived.

TEN: The Defendant's rights to alimony should be barred as he has been self supporting since the separation of the parties and has filed no formal response requesting such support.

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ELEVEN: The parties have not colluded for the purpose of securing this divorce.

TWELVE: The wife has never used the surname *Thomas* and requests that this court confirm that her legal name is *Cynthia Whaley*, and such request is not made for the purpose of avoiding criminal prosecution or creditors.

Now, therefore, having fully considered the evidence of record, as well as the testimony presented,

IT IS HEREBY ORDERED that:

ONE: Plaintiff is granted a divorce on the grounds set forth in 20-3-10(5) of the South Carolina Code of Laws, 1976, as amended, forever dissolving the bonds of marriage between them.

TWO: All and any rights the Plaintiff may have to alimony are now and forever waived.

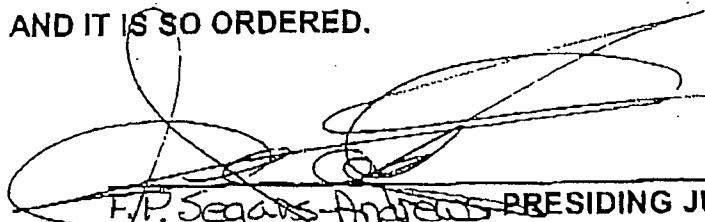
THREE: All and any rights the Defendant may have to alimony are now and forever barred.

FOUR: The Wife's name shall be confirmed as *Cynthia Whaley*.



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AND IT IS SO ORDERED.



F.P. Segars-Andrews PRESIDING JUDGE
FAMILY COURT OF THE NINTH JUDICIAL CIRCUIT

Feb. 9, 2007.

ATTEST A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK FAMILY COURT
BY  DEPUTY CLERK

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
APPELLATE PANEL

W.C.C. File No. 0725187
Appellate Tracking No. 2012-211392

George W. Thomas, Employee, ...Respondent,

v.

5 Star Transportation, Employer, and S.C. Uninsured Employers
Fund, Carrier,

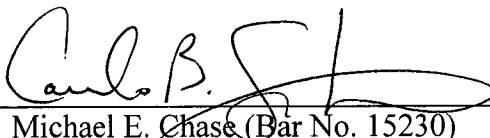
Of whom 5 Star Transportation is the Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.

October 30, 2013

By:



Michael E. Chase (Bar No. 15230)
Carmelo B. Sammataro (Bar No. 69746)
TURNER PADGET GRAHAM & LANEY P.A.
Post Office Box 1473
Columbia, SC 29202
Phone: (803) 254-2200
Fax: (803) 799-3957

ATTORNEYS FOR APPELLANT