

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

Honorable Thomas A. Russo

Case No. 2013-002491

71419

RECEIVED

MAR 03 2014

SC Court of Appeals

Alexander Guice, ... Appellant,

v.

US Food Service, Inc. and
ACE American Insurance Company
c/o Gallagher Bassett Services, Inc., ... Respondents.

MOTION TO DISMISS APPEAL

Respondents US Food Service, Inc. and ACE American Insurance Company c/o Gallagher Bassett Services, Inc. hereby move to dismiss the appeal in the above-reverenced matter pursuant to Rule 260(a) SCACR. This appeal is improper because it does not involve a final order of the South Carolina Workers' Compensation Commission ("Commission") or a final order of the Circuit Court. Furthermore, at the time he filed his appeal with the Circuit Court, Appellant had not exhausted his administrative remedies. S.C. Code Ann. §§ 1-23-380 & 390; Nucor Steel v. South Carolina Pub. Serv. Comm'n, 312 S.C. 79, 439 S.E.2d 270 (1994). The Circuit Court's dismissal recognized that, "[u]pon exhaustion of all administrative remedies, [Appellant]

may have an appeal to the Circuit Court once [the Commission] has reached a final decision.” Furthermore, despite Appellant’s attempts to characterize a letter from the South Carolina Workers’ Compensation Commission’s Executive Director as a Commission Decision, it is simply a letter returning Appellant’s motion and attachments to him, and not a final order subject to appellate review by this Court. Therefore, neither the Commission nor the Circuit Court has issued a final order subject to this Court’s appellate review. Bone v. U.S. Food Serv., 399 S.C. 566, 733 S.E.2d 200 (2012); Charlotte-Mecklenburg Hosp. Auth. v. South Carolina Dept. of Health & Env’tl Control, 387 S.C. 265, 692 S.E.2d 894 (2010). The Circuit Court properly granted Respondents’ motion to dismiss and this Court should do likewise.

FACTUAL BACKGROUND

Appellant was employed by US Food Service, Inc. (“Employer”) when he was injured in the course of his employment on May 5, 2005. Employer provided medical treatment and temporary compensation payments. Appellant’s claim before the Commission was assigned Commission File No. 0506205. After Appellant reached Maximum Medical Improvement, Appellant and Employer entered into a Settlement Agreement and Release (“Settlement”), “in full and final satisfaction of all claims whatsoever as a result of the alleged accident.” Under the Settlement, dated December 22, 2005, the Employer paid \$20,000 (which was divided between Appellant and his counsel \$13,333.34/\$6,666.66 respectively). In return, Appellant released Employer and its workers’ compensation carrier¹ from “any and all claims, demands, actions or causes of action under the South Carolina Worker’s [sic] Compensation Act, on account of any

¹ At the time of the Settlement, Employer’s carrier was MAC Risk Management, Inc., which is now ACE American Insurance Company c/o Gallagher Bassett Services, Inc.

and all injuries, disability, disfigurement, specific loss, death, operations, medical, hospital or like expense, continuances, recurrences, aggravations, changes of condition, ailments, illnesses, and diseases or other damages, consequences or results, past, present or future in any way connected with, or arising from the alleged injury sustained by the Claimant on or about May 5, 2004..." The Settlement was "full, final and complete regardless of whether the Claimant is able to keep any employment whatsoever, or is able to earn any wages at any time in the future..." Appellant signed this Settlement, which was filed with and, on January 5, 2006, approved by the Commission, pursuant to S.C. Code Ann. § 42-9-390. (Att. A). The Commission's approval of the Settlement was not timely appealed.²

On December 7, 2012, Appellant filed a Form 50 Request for Hearing and then an Amended Form 50 dated January 5, 2013,³ alleging entitlement to additional medical examination and treatment, temporary total disability benefits, and permanent disability as a result of injuries sustained arising out of his May 5, 2005, work-related accident, as well as attacking the validity of the Settlement and raising issues of unlawful termination of employment, unlawful reduction in his average weekly wage calculation, unlawful termination of temporary total compensation payments, inadequate legal representation, and seeking penalties. (Att. C). Appellant also filed two separate motions with the Commission. The first motion sought to transfer jurisdiction within the Commission

² Nearly six years later, on November 11, 2012, Appellant filed a Form 30, Request for Commission Review, alleging numerous issues on appeal, including that the approval of the Settlement violated the Workers' Compensation Act, the Settlement was the result of an illegal settlement offer submitted by the Employer/Carrier, criminal conspiracy on the part of the Employer/Carrier, and a request that the Commission vacate the settlement agreement. (Att. B).

³ All of Appellant's recent filings with the Commission have been under the prior W.C.C. File No.: 0506205.

from Charleston County to Richland County, and the second was to conduct the hearing via telephone as he currently resides in Tampa, Florida. (Att. D).

Appellant's Form 50's were set for hearing on March 28, 2013. However, on February 22, 2013, Commissioner Susan S. Barden issued an Order ("February 22 Order"), holding that, as Appellant had "settled on a Full and Final basis on or about January 6, 2006, [Appellant's] hearing request is hereby denied." Commissioner Barden cancelled the hearing date and dismissed "any and all motions filed pertaining to WCC# 0506205." (Att. E).

At this point, Appellant began pursuing two separate avenues to have his claims heard. First, on February 28, 2013, he filed a Form 30 Request for Commission Review of Commissioner Barden's February 22 Order. In his notice of appeal to the Full Commission, he alleged seven different points of appeal, including whether Commissioner Barden had jurisdiction to decide his claim, whether the February 22 Order violated certain rules of civil procedure, and whether Appellant had been subjected to a conspiracy. (Att. F).⁴

Second, on March 4, 2013, before any action had been taken by the Commission on his Form 30 appeal, Appellant mailed a Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments ("Motion for Reinstatement") to the Commission. (Att. G). Styled as a circuit court complaint, Appellant's Motion for Reinstatement raised many of the same issues he raised in his Form 50's, including but not limited to: unlawful termination of his employment; unlawful reduction in his average weekly wage/compensation rate; unlawful termination of temporary total

⁴ Claimant's appeal at the Commission proceeded to a Full Commission hearing and Decision, dated July 17, 2013, (Att. M), which Appellant subsequently appealed to this Court. (Att. N).

compensation payments; challenges to the Settlement; complaints about his former legal counsel; and a request for penalties. Respondents opposed Appellant's Motion for Reinstatement. On March 18, 2013, Appellant mailed a proposed order granting his Motion for Reinstatement to the Commission. On March 27, 2013, Mr. Gary Cannon, Executive Director of the Commission, returned Appellant's Motion for Reinstatement, along with the filing fee submitted by Appellant. That letter stated that Mr. Cannon was "returning the Motion and the filing fee because the Commission does not have subject matter jurisdiction for the issues set forth in the Motion." (Att. H).

It is the March 27 letter that Appellant appealed to the Circuit Court, (Att. I), and now is appealing to this Court. Respondents moved to dismiss the appeal pending before the Circuit Court, (Att. J), which conducted a hearing on June 3, 2013. Although Appellant was notified of the hearing, he failed to attend or arrange to have counsel present. Based on the arguments and pleadings before it, the Circuit Court granted Respondents' motion to dismiss on the basis that the court lacked jurisdiction to hear the appeal, as Appellant had failed to exhaust all of his administrative remedies. The Circuit Court issued its Order on June 13, 2013. (Att. K). Appellant moved for reconsideration of that Order, which was denied in a Form 4 Order filed on September 6, 2013. (Att. L). Appellant timely appealed to this Court.

ARGUMENT

Appellant's appeal should be dismissed because he failed to exhaust his administrative remedies before filing his appeal with the Circuit Court and because neither the March 27 letter nor the Circuit Court Order is a final order for purposes of appeal.

The Administrative Procedures Act controls appeals from the Commission. Lark v. Bi-Lo, Inc., 276 S.C. 130, 276 S.E.2d 304 (1981). Section 1-23-280 provides, in pertinent part, that “[a] party who has **exhausted all administrative remedies** available within the agency **and** who is aggrieved by a **final decision** in a contested case is entitled to judicial review ...” S.C. Code Ann. § 1-23-280 (emphasis added). Section 1-23-290 limits further appellate review to “final judgments.” S.C. Code Ann. § 1-23-290; Bone, 399 S.C. at 576-77, 733 S.E.2d at 205 (the APA “governs appeals from the circuit court in Commission cases, *section 1-23-390*, [and] limits appeals to those from final judgments”). Thus, appeals are proper only where a party has exhausted all of his or her administrative remedies, and where the forum below has rendered a final judgment. Neither prong is satisfied in the instant appeal, which should be dismissed.

Appellant initiated the instant appeal of the March 27 letter after he had already filed a Form 30 appeal of Commissioner Barden’s dismissal of his claims to the Full Commission. That process was not final but, in fact, was pending at the time he appealed the March 27 letter. Commissioner Barden’s February 22 Order considered and dismissed the issues Appellant raised in his Form 50’s, all of which center on the same issues raised in his Motion for Reinstatement. (Atts. C, E & G). Where inter-connected issues are pending before a commission, a separate appeal of those issues is inappropriate because the claimant has not exhausted his or her administrative remedies. Nucor Steel, 312 S.C. at 84-85, 439 S.E.2d at 273.

In addition, despite Appellant’s attempts to characterize Mr. Cannon’s March 27 letter as a Commission Decision, it is not a final judgment for purposes of appeal. The letter is no more than correspondence from the Commission to Appellant, returning his

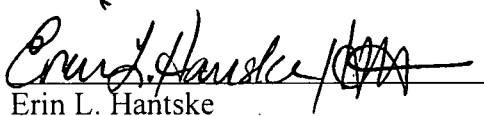
Motion for Reinstatement wherein Mr. Cannon attempted to explain to Appellant that the Commission lacked subject matter jurisdiction to consider his Motion for Reinstatement.⁵ The Circuit Court quite clearly indicated that, once Appellant exhausted his administrative remedies, he could then appeal the Commission's decision, if necessary, to that court. (Att. K). Therefore, the Circuit Court's order is not a final judgment for purposes of appellate review. Bone, 399 S.C. at 575, 733 S.E.2d at 204-05 (defining a final judgment as an order that disposes of "the whole subject matter of the action or terminate[s] the action, leaving nothing to be done but to enforce what has already been determined"); Charlotte-Mecklenburg, 387 S.C. at 267, 692 S.E.2d at 894-95 (same, and noting that "[a] judgment which determines the applicable law, but leaves open questions of fact, is not a final judgment"). At the time Appellant filed this appeal, the Commission was in the process of considering his Form 30 appeal of the February 22 Order. Regardless of what issues or claims he raised in his Form 30, allowing this appeal to go forward while Appellant is adjudicating his claim before the Commission will result in duplicative, potentially inconsistent and piecemeal resolution of this matter which, in turn, adversely affects judicial economy. Bone, 399 S.C. at 575-76, 733 S.E.2d at 205.

⁵ Although Appellant correctly pointed out to the Circuit Court that there is no process at the Commission to appeal the March 27 letter, that does not transform the letter into a final order or mean that he has exhausted his administrative remedies. Instead, Appellant's proper course of action was to appeal the February 22 Order dismissing all of his claims and motions to the Full Commission.

CONCLUSION

For all the reasons stated herein, Respondents move this Court to dismiss Appellant's appeal. In addition, Respondents request that this Court suspend the deadline for filing Respondents' initial brief until after this Motion has been decided.

Respectfully submitted,



Erin L. Hantske
S.C. Bar No.: 76313
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Mt. Pleasant, South Carolina 29465
(843) 576-2900
Attorney for Respondents

February 28, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

Honorable Thomas A. Russo

Case No. 2013-002491

Alexander Guice, ... Appellant,

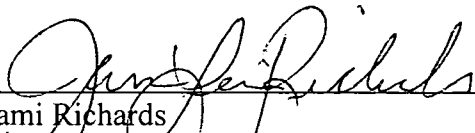
v.

US Food Service, Inc. and
ACE American Insurance Company
c/o Gallagher Bassett Services, Inc., ... Respondents.

PROOF OF SERVICE

I certify that I have served the **Respondents' Motion to Dismiss** on Alexander Guice, pro se, by depositing a copy of it in the United States Mail, postage prepaid, on February 28, 2014, addressed as follows:

Alexander Guice
P.O. Box 13281
Tampa, Florida 33681



Jami Richards
Legal Assistant to Erin L. Hantske
McANGUS GOUDELOCK & COURIE LLC
735 Johnnie Dodds Blvd., Suite 200
PO Box 650007
Mount Pleasant, South Carolina 29465
(843) 576-2900

Attorneys for Respondents

Attachment A

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOOD SERVICE, INC.

Employer,

AND

MAC RISK MANAGEMENT, INC.,

Carrier,

Defendants.

SETTLEMENT AGREEMENT
AND RELEASE

APPROVED

MAY 5 2005
S. C. Workers' Comp. Comm.

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

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

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

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

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

Ex. 59 (1 of 9)

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

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

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

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

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

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

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

\$13,333.34 in compromise settlement of disputed future disability benefits at the rate of \$6,489 per week commencing on December 15, 2005, for a period of 39.51 years representing the Claimant's life expectancy pursuant to Section 19-1-150 of the South Carolina Code of Law (1976), and pursuant to Section 42-9-10 and 42-9-20 of the 1976 Code of Laws as interpreted by the South Carolina Supreme Court decision of Utica Mohak Mills v. Orr, 277 S.C. 226, 87 SE 2d 593; Sciarotta v. Bowen, 837 F 2d 135; Lemire v. Secretary of Health and Human Services, 682 F. Supp. 102 (D.C.N.H. 1988) and Hatch v. Heckler, 626 F. Supp. 1367 (N.D. California 1986); and \$6,666.66 as attorney's fees pursuant to a written agreement between the Claimant and his attorney; and

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

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

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

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

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

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

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

22 day of December 2005.

Alexander Guice
Alexander Guice

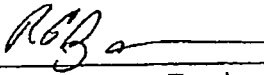
IN THE PRESENCE OF:

1618
Debbie Charters

ATTORNEY'S CERTIFICATE

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

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



Robert G. Bacon, Esquire
Attorney for Claimant

ORDER AND AWARD

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

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

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

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

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

Dated at Columbia, South Carolina on _____

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

/S/ David W. Huffstodler

BY: _____

I CONSENT:

Walter H. Barefoot

Walter H. Barefoot
Attorney for Employer and Carrier

I certify the foregoing is a true and correct copy of the original as filed with the Commission.

Secretary

Attachment B

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5675



WCC File #: 0506205
Carrier File #: 104/0000015899/01
Carrier Code #: 00461
Employer FEIN #: 363642294

Claimant's Name: Alexander Guice SSN: 263-55-6377 Employer's Name: US Food Service, Inc.
Address: P.O. Box 8651 Address: 9399 West Higgins Road Suite 500
City: Tampa State: FL Zip: 33674 City: Rosemont State: IL Zip: 60018
Home Phone: 813 335 4046 Work Phone: _____ Insurance Carrier: Mac Risk Management
Preparer's Name: Alexander Guice Law Firm: N/A Preparer's Phone #: 813 335 4046

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☒ claimant ☐ employer (check one) Date of Injury: 05/05/2005

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 ADDITIONAL PAGES 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 Attention: JUDICIAL DEPARTMENT

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

on the 1 day of November, 2012 by ☐ first class mail ☐ personal service ☒ certified mail.

Alexander Guice
Preparer's Signature

CLAIMANT
Title

11/01/2012
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.67-701B. 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.

1. Should a violation of a South Carolina Workers' Compensation Act committed by a South Carolina Workers' Compensation Commissioner, as it relates to approving a W.C.C. File Settlement Agreement and Release, waive the 14 day time limit for a Appellant to submit an Appeal?

Appellant's ANSWER: Yes, the 14 day time limit to file an Appeal should be waived or exempt if a South Carolina Workers' Compensation Commissioner approves a settlement that violates The South Carolina Workers' Compensation Act. In South Carolina Workers' Compensation Commission W.C.C. File No: 0506205 (W.C.C. File No: 0506205), Commissioner David W. Huffstettler (Commissioner Huffstettler) approved the settlement, although the language contained in W.C.C. File No: 0506205 was in violation of SC Code 42-1-610 - Agreement or regulation shall not limit liability of employer. Please see APPELLANT'S APPEAL of SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION W.C.C. FILE NO: 0506205 (Appellant's Appeal), section "F" and Exhibit 59.

2. Should an illegal settlement offer submitted by an Employer and Carrier, which is agreed upon by a Appellant represented by an Attorney, and approved by a South Carolina Workers' Compensation Commissioner be sufficient grounds to waive the 14 day time limit for a Appellant to submit an Appeal?

Appellant's ANSWER: Yes, the 14 day time limit to file an Appeal should be waived or exempt if an Employer provides an illegal settlement offer that is agreed to by a Appellant represented by an Attorney and the illegal settlement offer is approved by a

South Carolina Workers' Compensation Commissioner. In particular, the Appellant believes US FOODS Inc., formerly known as US Food Service, Inc. (Employer) the settlement offer of \$20,000.00 in exchange for relieving the Employer of all liability, that was agreed upon by the Appellant, on the advisement of Robert G. Bacon, Esquire (Appellant's Representative), and approved by Commissioner Huffstettler, was in violation of SC Code 42-1-610 - Agreement or regulation shall not limit liability of employer, and should waive or exempt the 14 day time limit for the Appellant to file an Appeal. Please see Appellant's Appeal, Section "A" and Exhibit 59.

- 3. Should an illegal settlement offer submitted by a Carrier which is agreed upon by a Appellant represented by an Attorney, and approved by a South Carolina Workers' Compensation Commissioner be sufficient grounds to waive the 14 day time limit for a Appellant to submit an Appeal?**

Appellant's ANSWER: Yes, the 14 day time limit to file an Appeal should be waived or exempt if an Employer provides an illegal settlement offer that is agreed to by a Appellant represented by an Attorney and the illegal settlement offer is approved by a South Carolina Workers' Compensation Commissioner. In particular, the Appellant believes MAC Risk Management, Inc. (Carrier) settlement offer of \$20,000.00 in exchange for relieving the Carrier of all liability, that was agreed upon by the Appellant, on the advisement of Robert G. Bacon, Esquire (Appellant's Representative), and approved by Commissioner Huffstettler, was in violation of SC Code 42-1-610 - Agreement or regulation shall not limit liability of employer, and should waive or exempt the 14 day time limit for the Appellant to file an Appeal. Please see Appellant's Appeal, Section "A" and Exhibit 59.

4. Should the 14 day time limit to file an Appeal be waived or exempted on the grounds that a Represented Appellant, that was Mentally Incompetent, as defined by SC Code 42-15-50, did not become aware, until after the 14 day time limit to Appeal, of possible Criminal Acts committed by the Appellant's Representative?

Appellant's ANSWER: Yes, the 14 day time limit to file an Appeal should be waived or exempt on the grounds that the Represented Appellant that was Mentally Incompetent, as defined by SC Code 42-15-50, and did not become aware until after the 14 day time limit to Appeal, of possible Criminal Acts committed by the Appellant's Representative. In particular, at the time the Appellant agreed to settlement in W.C.C. File No: 0506205 under advisement of the Representative, the Appellant was taking prescribed medication(s) to include Hydrocodone, Flexeril, and Ibuprofen. Side effects of Hydrocodone include, but are not limited to; anxiety; drowsiness; lightheadedness; dizziness; sedation; and can impair thinking (<http://www.rxlist.com/vicodin-side-effects-drug-center.htm>). Side effects of Flexeril include, but are not limited to; feeling light-headed; confusion; weakness; lack of coordination; unusual thoughts or behavior; and hallucinations (<http://www.drugs.com/sfx/flexeril-side-effects.html>). Side effects of Ibuprofen include, but are limited to; dizziness; headache; and nervousness (<http://www.drugs.com/sfx/ibuprofen-side-effects.html>). The Appellant had been under the influence of the prescribed medications since the Appellant's injury that occurred on May 5, 2005, which left the Appellant HEAVILY SEDATED. Additionally, the Appellant's education level consisted of a eleventh (11th) grade education and a General Equivalency Diploma (GED). Additionally, several weeks after being terminated by the Employer, the Appellant's now ex-wife forced the Appellant out of the marital home

before the Appellant accepted the advice of the Representative and accepted illegal settlement offer. Based on the Appellant's lack of education, marital problems, and in particular, the side effects of prescribed medications from the Employer and Carrier's contracted workers' compensation physician, the Appellant met the definition of being Mentally Incompetent as defined by SC Code 42-15-50 and could not comprehend or understand the settlement offer the Appellant accepted under the advisement of the Representative, and the 14 day time limit to Appeal W.C.C. File No: 0506205 should be waived or exempted. The Appellant became aware of the improper, unfair, and illegal decision with regards to W.C.C. File No: 0506205 on 10/27/2012, and based on the Representatives' actions, the Appellant alleges that the Representative violated 18 U.S.C. § 371 – Criminal Conspiracy, due to the fact that the Representative advised the Appellant to agree to an illegal settlement that was very favorable for the Employer, Carrier, and South Carolina Workers' Compensation Commission while extremely unfavorable to the Appellant. Please see Appellant's Appeal, sections "A thru E" and Exhibits 1 thru 62.

5. Was the Appellant injured on the job?

Appellant's ANSWER: Yes, the Appellant was injured in a tractor accident, while in the performance of the Appellant's duties on May 5, 2005. Please see Appellant's Appeal section "Background" and Exhibits 1 thru 62.

6. Did the Appellant incur permanent restrictions as a result of the injuries sustained in the May 5, 2005 accident?

Appellant's ANSWER: Yes, the Appellant sustained permanent restrictions as a direct result of the injuries sustained in the on the job accident that occurred on May 5,

2005. As a result of the injuries sustained by the Appellant, the Employer and Carrier's physician, Dr. Alan Tamadon, evaluated the Appellant and a five percent (5%) impairment rating of the whole body was recommended. Additionally, Dr. Tamadon modified the Appellant's work description with permanent restriction(s), to include; no lifting greater than 25 pounds occasionally; and no lifting greater than 10 pounds frequently or constantly. The permanent restrictions prohibited the Appellant from performing the duties of a delivery driver. Please see Appellant's Appeal, section "Background" and Exhibits 1 thru 5, 49 thru 58 and 61.

7. Did the Appellant receive Workers' Compensation benefits from the Employer and Carrier?

Appellant's ANSWER: Yes, the Appellant received Workers' Compensation benefits from the Employer and Carrier. The Appellant received the first payment of benefits from the Carrier on or around May 13, 2005. The Appellant received 'Light Duty' pay from the Employer at the sixty-six and two-thirds percent (66.6%) rate, or around \$768.80 with the thirty-three and one third percent (33.3%) or around \$385.20 being paid by the Carrier to arrive at the average weekly wage and payment to the Appellant in the amount of \$1154.00. Please see Appellant's Appeal, section "Background" and Exhibits 6 thru 47.

8. Did the Appellant make any good faith attempts to return to full duty following the Appellant's injury and medical treatment(s)?

Appellant's ANSWER: Yes, the Appellant made two (2) good faith attempts to return to full duty following medical treatments, however due to the pain experienced by

the Appellant in the Appellant's back, right knee, and neck, the Appellant was unable to return to full duty. Additionally please consider the evaluation by the Employer and Carrier's contracted Physical Therapist, James R. Cole. In the Physical Work Performance Evaluation Summary, Mr. Cole states, "According to the job description provided by Mac Risk Management, the client's abilities **do not match** the job requirements, with the areas of discrepancy noted in prior table". Please see Exhibit 61. The Appellant was unable to perform the duties of a delivery driver as direct result of the job related injuries sustained on May 5, 2005.

9. **Was the Appellant ever assigned, and in correspondence with, a South Carolina Workers' Compensation Commission Claims' Examiner?**

Appellant's ANSWER: No, the Appellant was never assigned, or in correspondence with a South Carolina Workers' Compensation Commission Claims Examiner. Although the Appellant had Representation, the Appellant never received any correspondence from South Carolina Workers' Compensation Commission Claims' Examiner, to include Courtesy Copies to the Appellant of any written correspondence the Claims' Examiner would have had with the Employer, Carrier, or Representative. Please see Appellant's Appeal in its entirety.

10. **Did the Employer commit Perjury with relation to the Appellant being unlawfully terminated as defined by 18 U.S.C. § 1621?**

Appellant's ANSWER: Yes, the Employer committed Perjury as defined by 18 U.S.C. § 1621(2) with relation to the Appellant being unlawfully terminated. The Appellant was "verbally" terminated on or around the morning of November 3, 2005 by Michael Sanders, Transportation Manager for the Employer. The Appellant requested

written documentation related to the Employer's decision and justification to terminate the Appellant, and Mr. Sanders stated that the documentation would be mailed to the Appellant. Mr. Sanders stated to the Appellant that the Appellant was being terminated because the Appellant "could no longer perform the duties for which the Appellant was hired". The Appellant made several requests to the Employer to receive a written explanation regarding the Appellant's termination by the Employer. The Appellant Finally received a letter dated March 9, 2006 from the Employer, and in particular, Kellen K. Pollard, VP of Human Resources for the Employer. In the letter, Ms. Pollard and the Employer stated, "Mr. Guice left the company in 2005 because he could not longer perform the duties of a delivery driver". The Appellant did not leave the company; the Appellant was terminated by the Employer. Although the Employer and Ms. Pollard provided the Appellant with a false explanation as to why the Appellant was no longer employed, the Appellant obtained, through a written request of the Appellant's file from The Hartford©, a copy of an internal Employer email between Ms. Pollard and Rebecca L. Padgett, Human Resources Representative, dated November 29, 2005. In the email sent to Ms. Padgett, Ms. Pollard stated, "Please clarify the dates that Alex returned to work full duty, start and & end dates and dates light duty etc. see below." In Ms. Padgett's reply, Ms. Padgett stated, "They are as follows:... 11/2/05 Terminated with permanent restrictions." The Appellant believes the Employer and Ms. Pollard committed Perjury, as defined by 18 U.S.C. § 1621(2) by mailing the Appellant a false explanation regarding the Employer's decision and explanation to terminate the Appellant in March 2006, while the Employer was well aware that the Employer

unlawfully terminated the Appellant, based on the inter-agency email correspondence dated November 29, 2005. Please see Exhibits 1 and 58.

11. Did the Appellant ever recall filling out or signing any South Carolina Workers' Compensation Commission forms?

Appellant's ANSWER: The only South Carolina Workers' Compensation Commission form the Appellant recalls signing is WCC Form #61 – ATTORNEY FEE PETITION. The Appellant has a copy of a completed WCC Form that was completed and apparently submitted to the South Carolina Workers' Compensation Commission without the Appellant's signature by the Carrier. The WCC Form does not have a Form number attached to it. Please review Exhibit 48. Based on the Appellant never receiving any South Carolina Workers' Compensation Commission Forms to review and sign, the Appellant believes this was deliberate and willful actions taken by the Employer, Carrier, Representative, and South Carolina Workers' Compensation Commission with intent to deprive and defraud the Appellant out of Guaranteed Benefits per The South Carolina Workers' Compensation Act. Please see Appellant's Appeal in its entirety.

12. Was the W.C.C. File No: 0506205 Settlement Agreement and Release, which was approved by Commissioner Huffstettler, Fair to the Appellant?

Appellant's ANSWER: No, the W.C.C. File No: 0506205 agreed upon by the Appellant under the advisement of the Representative, and approved by Commissioner Huffstettler, was not fair for on several grounds. The agreement failed to address the illegal termination of the Appellant. Second, the settlement amount of \$20,000.00 was distressingly unfair to the Appellant. The Appellant's annual wages prior to the injuries that occurred to the Appellant in the performance of the Appellant's duties on 05/05/2005

was \$1154.00 a week, or \$55,392.00 a year. As a result of the permanent restrictions based on the Employer's and Carrier's contracted physician, Dr. Alan Tamadon, the Appellant was unable to ever work as a delivery driver again. Based on the Appellant's permanent restrictions which prohibited any labor-focused employment as well as the Appellant's limited education, and considering that at the time of settlement the Appellant was at the age of 34, the W.C.C. File No: 0506205 failed to consider how the Appellant would earn a living to support the Appellant and the Appellant's family after the \$20,000.00 was gone. As it relates to the \$20,000.00 settlement award, the Representative received thirty-three and one third percent (33.3 %) of the award, or \$6,666.66, which left the Appellant, after being involved in an on the job injury, with permanent restrictions, limited education, and inability to earn the prior annual wage of \$55,392.00, with \$13,333.34 and absolutely no plan or consideration for the Appellant's or in particular, the Appellant's dependent's financial security. Please see Appellant's Appeal, sections "A and B" and exhibit 59.

13. Did the Employer offer reasonable accommodations to the Appellant prior to terminating the Appellant?

Appellant's ANSWER: No, at no time prior to terminating the Appellant, did the Employer offer reasonable accommodations to the Appellant's permanent restrictions, prior to terminating the Appellant. In fact, the Appellant was terminated approximately six (6) days after the Appellant received the permanent lifting restriction from the Employer's and Carrier's contracted physician. The Appellant believes the failure of the Appellant to provide or offer reasonable accommodations to the Appellant, prior to terminating the Appellant, violated 42 USC § 12111(9), SC Code 42-9-260(D), and the

Americans with Disabilities Act of 1990. Please see Appellant's Appeal section "B" and Exhibits 1, 57 & 58..

14. Did the Appellant's Representative take any action to protect the Appellant's Employment?

Appellant's ANSWER: No, the Representative took no action to protect the Appellant's employment. On or around November 3, 2005 immediately after the Appellant was terminated by Michael Sanders, the Employer's Transportation Manager, the Appellant contacted the Representative and informed the Representative that the Employer had terminated the Appellant. The Representative did not take any action to protect the Appellant's employment. Please see Appellant's Appeal section "A".

15. Did the Employer, Carrier, and South Carolina Workers' Compensation

Commission violate the Appellant's Civil Rights by failing to offer or provide Vocational Rehabilitation to the Appellant?

Appellant's ANSWER: Yes, the Employer, Carrier, and South Carolina Workers' Compensation Commission violated the Appellant's Civil Rights by failing to offer or provide the Appellant Vocational Rehabilitation. Based on the Appellant's eleventh (11th) grade education level and only possessing a GED, in addition to incurring permanent restrictions which prohibited future employment as a delivery driver, the Appellant should have been afforded and provided Vocational Rehabilitation training from the Employer, Carrier, and/or South Carolina Workers' Compensation Commission. The failure of the Employer, Carrier, or South Carolina Workers' Compensation Commission to offer or provide Vocational Rehabilitation to the Appellant violated the

Appellant's Civil Rights as defined in the Vocational Rehabilitation Act of 1973. Please see Appellant's Appeal Sections "A and B" and Exhibits 57 thru 60.

16. Did the Appellant's Representative take actions to protect the Appellant's Civil Right to Vocational Rehabilitation?

Appellant's ANSWER: No, the Representative took no actions to protect the Appellant's Civil Right to Vocational Rehabilitation. The Representative violated the Appellant's Civil Right to Vocational Rehabilitation, as defined by the Vocational Rehabilitation Act of 1973.

17. Was the Appellant's Civil Rights, as defined by the Civil Rights Act of 1991, violated on the basis of Race or Color by the Representative?

Appellant's ANSWER: Yes, the Appellant's Civil Rights were violated on the basis of Race and/or Color by the Representative. The Representative was aware that the Appellant is an African American Male, and the Appellant believes that the Representative intentionally provided Ineffective Representation to the Appellant with regards to failing to protect the Appellant's guaranteed right to employment, pursuant to South Carolina Workers' Compensation Acts, the Representative's failure to protect the Appellant's right to Vocational Rehabilitation, advising the Appellant to agree to a settlement offer that would release the Employer and Carrier of all liability, which was unlawful, and the Representative's failure to address the Employer's unlawful termination of the Appellant, was due to the Appellant's Race and Color. Please see Appellant's Appeal, section "A".

18. Has the Appellant been subjected to an Intentional Infliction of Emotional Distress by the Employer?

Appellant's ANSWER: Yes, the Appellant has been subjected to an Intentional Infliction of Emotional Distress by the Employer. Due to the Employer terminating the Appellant on November 2, 2005, without notification to the South Carolina Workers' Compensation Commission, which violated SC Code 42-9-260 (D), the Appellant was forced, due to Ineffective Representation and the Appellant's Mental Incompetency, to accept a mere fraction of the what the Appellant should have received in the settlement agreement, which has resulted in the Appellant experiencing extreme hardships and undue burdens as a direct result of actions taken by the Employer. The Employer's termination of the Appellant without affording reasonable accommodations so the Appellant could continue employment, and the failure of the Employer, Carrier, or South Carolina Workers' Compensation Commission to provide Vocational Rehabilitation to the Appellant, has also resulted in the Appellant being subjected to an Intentional Infliction of Emotional Distress. Please see Appellant's Appeal and all Exhibits in its entirety.

19. Has the Appellant been subjected to an Intentional Infliction of Emotional Distress by the Representative?

Appellant's ANSWER: Yes, the Appellant has been subjected to an Intentional Infliction of Emotional Distress by the Representative. The Representative knowingly and willfully advised the Appellant to accept a settlement offer that was unlawful based on the Employer's and Carrier's release of liability clause contained in W.C.C. File No: 0506205, in addition to the fact that the settlement offer amount was extremely insufficient, as the amount did not properly reflect the gravity of the Appellant's earning potential as a delivery driver that was lost as result of the incurred permanent restrictions

as direct result of the job related injury the Appellant incurred on May 5, 2005. The Representative also failed to protect the Appellant's employment with Employer. The Representative failed to ensure the Appellant received Vocational Rehabilitation through the Employer, Carrier, or South Carolina Workers' Compensation Commission. The Appellant has endured an extreme and unfair hardship as a direct result of the Intentional Infliction of Emotional Distress the Appellant was subjected to, by actions taken by the Representative. Please see Appellant's Appeal in its entirety.

20. Has the Appellant been subjected to an Intentional Infliction of Emotional Distress regarding the approval of W.C.C. File No: 0506205 by Commissioner Huffstettler and the South Carolina Workers' Compensation Commissioner?

Appellant's ANSWER: Yes, the Appellant has been subjected to an Intentional Infliction of Emotional Distress by the unlawful approval of W.C.C. File No: 0506205 by Commissioner Huffstettler and South Carolina Workers' Compensation Commission. Commissioner Huffstettler approved W.C.C. File No: 0506205, although the settlement award and release unlawfully relieved the Employer and Carrier of all liability to the Appellant's injury, which was in direct violation of SC Code 42-1-610. Please consider that Commissioner Huffstettler was the Facilitator for the illegal treatment the Appellant has been subjected to; if Commissioner Huffstettler would have disapproved W.C.C. File No: 0506205, the Representative may have been encouraged to start acting in the best interest of the Appellant instead of the Employer and Carrier. Commissioner Huffstettler knowingly and willfully approved W.C.C. File No: 0506205 although the settlement offer award amount of \$20,000.00 was extremely insufficient, as the amount did not properly reflect the gravity of the Appellant's earning potential as a delivery driver that was

forever lost, due to the incurred permanent restrictions as direct result of the job related injury the Appellant incurred on May 5, 2005, in addition to the Appellant's lack of education and extreme side effects to prescribed medication(s). Please see Appellant's Appeal in its entirety.

21. Was the Appellant's family subjected to an Intentional Infliction of Emotional Distress by the approval of W.C.C. File No: 0506205 by Commissioner Huffstettler and South Carolina Workers' Compensation Commission?

Appellant's ANSWER: Yes, the Appellant's family continues to be subjected to an Intentional Infliction of Emotional Distress by the approval W.C.C. File No: 0506205 by Commissioner Huffstettler and the South Carolina Workers' Compensation Commission. Money and Finances, or the lack thereof, is a major factor regarding divorce. The Appellant and Appellant's now ex-wife separated several weeks after the Appellant was terminated from the Employer on November 2, 2005. The Appellant was divorced in 2007. As a result of the unfair and illegal settlement agreement and release that was approved by Commissioner Huffstettler and South Carolina Workers' Compensation Commission, the Appellant's family has also been subjected to an Intentional Infliction of Emotional Distress. The Appellant has been unemployed, and unable to obtain gainful employment, since being unlawfully terminated by the Employer. W.C.C. File No: 0506205 failed to accurately address the future potential earnings the Appellant would have earned as Delivery Driver that was forever lost to the permanent restrictions the Appellant incurred. The Appellant has not been able to provide the needed financial support to the Appellant's Dependents. The Appellant's ex-wife, Pamela G. Guice, has been forced to be financially responsible for the Appellant's two (2) children, and the

Appellant's first ex-wife, Sondra D. Guice, has been forced to be financially responsible for the Appellant's oldest son. The Appellant's Dependents has, and continues to be, subjected to an Intentional Infliction of Emotional Distress, due to the actions of Commissioner Huffstettler and the South Carolina Workers' Compensation Commission. Please see Appellant's Appeal in its entirety.

22. Has the Appellant's family been subjected to an Intentional Infliction of Emotional Distress by the Employer?

Appellant's ANSWER: Yes, the Appellant's family, or Dependents, has been subjected to an Intentional Infliction of Emotional Distress by the Employer. The Employer's willful and illegal termination of the Appellant on November 2, 2005, with permanent restrictions, and failing to afford and provide suitable employment to accommodate the Appellant's permanent restrictions, in addition to failing to provide the Appellant Vocational Rehabilitation, subjected the Appellant's family to an Intentional Infliction of Emotional Distress. The actions of the Employer were deliberate in nature. Please see Appellant's Appeal in its entirety.

23. Did the Employer, Carrier, and Representative, with the approval of Commissioner Huffstettler and South Carolina Workers' Compensation Commission, willfully and deliberately place false information in W.C.C. File No: 0506205 with the intentions to defraud and deprive the Appellant out of protected guaranteed benefits, which constitutes Criminal Conspiracy, as defined by 18 U.S.C. § 371 and Perjury, as defined by 18 U.S.C. § 1621?

Appellant's ANSWER: Yes, the Employer, Carrier, and Representative, with the approval of Commissioner Huffstettler and the South Carolina Workers' Compensation

Commission, acted in a Criminal Conspiracy, and committed Perjury, against the Appellant, with the intentions of depriving and defrauding the Appellant out of protected guaranteed rights, pursuant to the South Carolina Workers' Compensation Acts. In W.C.C. File No: 0506205 the Appellant's average weekly wage is correctly identified at \$1154.00, however, the worker's compensation rate of \$592.56 listed in W.C.C. File No: 0506205 is FALSE. Pursuant to the South Carolina Workers' Compensation Act, the Appellant is entitled to sixty-six and two-thirds percent (66.6%) of the Appellant's average weekly rate prior to the injury sustained on May 5, 2005, which was \$768.00, not the \$592.56 that was stated in W.C.C. File No: 0506205. Additionally, while the Appellant received Workers' Compensation Benefits from the Employer and Carrier, the Appellant received the full average weekly wage of \$1154.00. The false and inaccurate compensation rate contained in the W.C.C. File No: 0506205 constitutes a violation of the South Carolina Workers' Compensation Act, 18 U.S.C. § 371- Criminal Conspiracy, and 18 U.S.C. § 1621(2) – Perjury, that was committed by the Employer, Carrier, Representative and South Carolina Workers' Compensation Commission, as well as, and as a result of, the approval of W.C.C. File No: 0506205 by Commissioner Huffstettler. Please see Appellant's Appeal in its entirety to include Exhibits 6 thru 48 and 59.

24. Did the Representative, Employer, Carrier, Commissioner Huffstettler and South Carolina Workers' Compensation Commission Conspire to violate the Appellant's protected guaranteed rights per the South Carolina Workers' Compensation Act?

Appellant's ANSWER: Yes, the Representative, Employer, Carrier, Commissioner Huffstettler and South Carolina Workers' Compensation acted in a conspiracy to violate and deprive the Appellant out of protected guaranteed rights as defined by the South

Carolina Workers' Compensation Act. The illegal actions of the aforementioned were carried out in a methodical, deliberate, and skilled manner with the same detailed precision as a surgeon with a scalpel. The Appellant is both shocked and outraged at what the Appellant discovered on **October 27, 2012** with relation to the blatant disregard of ETHICS, INTEGRITY, and COMPLIANCE to both State and Federal Statutes and Regulations, by the Employer, Carrier, Representative, Commissioner Huffstettler and South Carolina Workers' Compensation Commission.

25. Based on the Appellant's Appeal and supporting documentation, Should W.C.C.

File No: 0506205 be Vacated?

Appellant's ANSWER: Yes, the South Carolina Workers' Compensation Commission W.C.C. File No: 0506205 should be vacated based on the Appellant's Appeal and supporting documentation. The actions of the Employer, Carrier, Representative, and approval of W.C.C. File No: 0506205 by Commissioner Huffstettler, based on the preponderance of evidence submitted by the Appellant, proves beyond a reasonable doubt, that the Appellant and Appellant's family was subjected to **improper, unlawful, and criminal acts** by the Employer, Carrier, Representative, and in particular, Commissioner Huffstettler and South Carolina Workers' Compensation Commission. Commissioner Huffstettler's actions, in particular, was especially egregious towards the Appellant, based on the fact that Commissioner Huffstettler and South Carolina Workers' Compensation Commission has a *fiduciary responsibility* to ensure that the approval of any settlement agreement was in compliance with SC Code 42-1-610 of The South Carolina Workers' Compensation Acts, and that all the information contained in said settlement agreement and release was correct and accurate, but failed to do so.

Commissioner Huffstettler was a willing participant to the Criminal Conspiracy and Perjury committed in W.C.C. File No: 0506205 by the Employer, Carrier, and Representative, with intent to deprive and defraud the Appellant out of the Appellant's protected guaranteed Employee Rights per The South Carolina Workers' Compensation Act, as well as a willful violation, by the aforementioned, of the Appellant's Civil Rights as defined by The Civil Rights Act of 1991, The Americans with Disabilities Act of 1990 and The Vocational Rehabilitation Act of 1973. W.C.C. File No: 0506205 should be immediately vacated. Please see Appellant's Appeal and all supporting Exhibits in their entirety.

26. Does the Appellant require Medical Treatment?

Appellant's ANSWER: Yes, the Appellant requires immediate medical treatment. Based on the illegal and criminal actions of the Employer, Carrier, Representative and South Carolina Workers' Compensation Commission, the Appellant has not received entitled medical treatment(s), to include physical therapy, medications and modalities in years. As a result of the outrageous conduct of the Employer, Carrier, Representative and in particular, Commissioner Huffstettler and the South Carolina Workers' Compensation Commission, the Appellant also requires psychological therapy. The Appellant believes the Appellant's South Carolina Workers' Compensation Claim should be immediately re-opened, and transferred to the Appellant's home of record in Florida, so that the Appellant can be evaluated and receive medical treatments immediately. Please see Appellant's Appeal and all supporting Exhibits in their entirety.

27. Should the Appellant resume receiving Workers' Compensation Benefits Payments if W.C.C. File No: 0506205 is vacated?

Appellant's ANSWER: Yes, the Appellant should immediately resume receiving Workers' Compensation Benefit Payments if W.C.C. File No: 0506205 is vacated. Due to the fact the Appellant received the full average weekly wage of \$1154.00 from the Employer and Carrier while the Appellant was receiving Workers' Compensation Benefits, the Appellant should continue receiving Workers' Compensation Benefits at the compensation rate of \$1154.00, effective **December 18, 2005** to **PRESENT**, with the deduction of \$13,333.34 the Appellant received from the illegal W.C.C. File No: 0506205 settlement agreement. The Appellant should not be liable for the \$6,666.66 received by the Representative, and the Representative should be liable for the repayment of the funds to the Employer and/or Carrier. As of November 1, 2012, the Appellant has endured approximately **2,509 days** without Workers Compensation Benefits. 2,509 days divided by 7, the number of days in a week, equals 358.4 weeks the Appellant has gone without Workers' Compensation Benefits. At the average weekly Compensation rate of \$1154.00, multiplied by 358.4 weeks, the estimated amount of Workers' Compensation Benefits the Appellant should be entitled to is \$413,626.57, minus \$13,333.34 for an estimated total back payment in the amount of **\$400, 293.23**. Please see Appellant's Appeal and all Exhibits in their entirety, to include Exhibits 6 thru 48.

Attachment C

Alexander Guice

P.O. Box 8651
Tampa, FL 33674
aguilce@hotmail.com
(813) 335-4046 P
(813) 898-2903 F

December 7, 2012

VIA FACSIMILE ONLY

South Carolina Workers' Compensation Commission
Attn: Judicial Department
Post Office Box 1715
Columbia, South Carolina 29202

RE: Alexander Guice v. U.S. Food Service, Inc. and MAC Risk Management
Date of Injury: May 5, 2005
WCC File No.: 0506205 -- REQUEST FOR HEARING

To Whom It May Concern:

Enclosed, please find a WCC Form 50 -- Request for Hearing and WCC Form 32 -- Request to Waive Filing Fee. Please also find a continued page for WCC Form 50 with regards to question 11a, and certificate of service.

By copy of this letter, I am serving McAngus, Oudejock and Courie and Erin L. Hantske, Esquire, the new attorney(s) of record for the Employer and Carrier, a copy of the same.

If you require any additional information, or have any questions, please do not hesitate to contact me.

Sincerely,



Alexander Guice
Pro Se Claimant
ag

Enclosure(s):
WCC Form 50 (2pgs.)
WCC Form 32
Certificate of Service

cc: Erin L. Hantsko, Esquire

FILE

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723
www.wcc.sc.gov



WCC File #: 0508205
Carrier File #: 104/0000015689/01
Carrier Code #: 00461
Employer FEIN #: 363642294

Claimant's Name: Alexander Guice SSN: 263-558377 Employer's Name: U. S. Food Service Inc.
Address: P.O. Box 8651 Address: 120 Longs Pond Road
City: Tampa State: FL Zip: 33874 City: Lexington State: SC Zip: 29072
Home Phone: (813) 335 - 4046 Work Phone: () Insurance Carrier: Mac Risk Management
Preparer's Name: Alexander Guice Law Firm: N/A Preparer's Phone #: (813) 335 - 4046

Complete each information blank. To request a hearing, check Box 13b, indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

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

Date of Injury or Illness: 05/05/2005

☒ Injury ☐ Illness ☐ Repetitive Trauma

- 1a. The claimant sustained an injury to back, neck, right knee (Part(s) of body injured) on 05/05/2005 (Month/Day/Year) in Madison county, state of South Carolina.
- 1b. Body part(s) affected are: back, neck, right knee
2. Briefly describe how the accident occurred. Tractor-trailer accident
3. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
4. The relationship of employer and employee existed at the time of injury.
5. At the time of the injury the claimant was performing services arising out of and in the course of employment.
6. Notice of the accidental injury was given to the Employer on 05/05/2005 (Month/Day/Year) in the following manner:
Claimant called the Employer immediately following the accident

6. Due to injury, the claimant is in need of (check one):
☒ (a) medical examination and treatment for: back, neck, and right knee
☒ (b) additional medical examination and treatment for: Headaches and numbness in extremities.
7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of: 11/02/2005 to present
8. Due to the injury, the claimant has permanent disability of the following nature and extent (check one):
☐ (1) General Disability: ☐ Total ☒ (2) Specific Disability: ☒ Total
☐ (3) Wage Loss ☐ Partial ☐ Partial
9. Due to the injury, the claimant has a serious bodily disfigurement consisting of:
N/A

10a. At the time of the injury, the claimant was paid weekly wages of \$ 1,164.00, and demands accounting of days worked and wages earned as provided by law.

10b. Give names and addresses of all employers for whom the claimant has worked since the date of the accident:
U.S Food Service Inc. until termination on 11/02/2005

11a. Further grounds or unusual aspects of claim:

Please SEE Attached.

11b. List names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident:
Alan Timpson, MD 1709-B Boylston 16th Street Wilmington, NC 28401

11c. To the best of your knowledge, did you have any prior permanent disability? No
If yes, describe:

12. 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.

☐ 13a. I am filing a claim. I am not requesting a hearing at this time.

☒ 13b. I am requesting a hearing. A \$25 fee is required.

14. Estimated time needed for hearing: 30 minutes

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

Preparer's Signature: Alexander Guice Pro Se Claimant: alguice@hotmail.com Date: 12/07/2012
Title: Preparer Email: alguice@hotmail.com

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form # 50
Revised 9/07

50

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

Alexander Guice

P.O. Box 8651
Tampa, FL 33674
alguice@hotmail.com
(813) 335-4046 P
(813) 898-2908 F

December 7, 2012

VIA FACSIMILE ONLY

South Carolina Workers' Compensation Commission
Attn: Judicial Department
Post Office Box 1715
Columbia, South Carolina 29202

RE: Alexander Guice v. U.S. Food Service, Inc. and MAC Risk Management
Date of Injury: May 5, 2005
WCC File No.: 0506205

WCC FORM 50 - CONTIUED

11a. Further grounds or unusual aspects of claim:

- a. Employer terminated temporary benefits of Claimant AFTER 150 days of notice of accident / injury by Claimant, which violated R. 67-506(D);
- b. Employer failed to file WCC form 21 to request hearing to terminate temporary compensation benefits;
- c. Claimant entered into an unofficial settlement agreement and release with Employer and Carrier's former attorney of record, Walter H. Barefoot, on advisement of Claimant's former attorney, Robert Bacon;
- d. Unofficial Settlement Agreement and Release was allegedly approved by former Commissioner David W. Huffstetler although Claimant never met Commissioner Huffstetler at a formal or informal hearing;
- e. Claimant never received a certified copy of the Settlement Agreement and Release Order from South Carolina Workers' Compensation Commission;
- f. Eugenia Hollmon, SC Workers' Compensation Commission Judicial Department Officer, confirmed, on November 15, 2012, that the Settlement Agreement and Release entered into by the Claimant and Employer was not proper due to no hearing of any kind taken place regarding WCC File No.: 0506205 which was required prior to the parties entering into a Settlement Agreement and Release;
- g. Employer failed to file form WCC 21 with the Commission to get authorization to terminate temporary compensation payments and benefits;
- h. Employer never offered Claimant suitable accommodations of Claimant's permanent restrictions;
- i. Employer never offered Claimant Vocational Rehabilitation;
- j. Employer unlawfully terminated Claimant's employment on 11/02/2005 with permanent restrictions; and
- k. Claimant seeks additional compensation and penalties imposed on Employer per R. 67-510 (A).

Alexander Guice

P.O. Box 8651
Tampa, FL 33674
alguice@hotmail.com
(813) 335-4046 Phone
(813) 898-2908 Fax

January 5, 2013

VIA Electronic Mail & Regular Mail

Virginia Crocker, Judicial Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202-1715

RE: Alexander Guice v. U.S. Food Service, Inc. and ACE American Insurance
Company c/o Gallagher Bassett Services, Inc.
Date of Accident: May 5, 2005
WCC File No.: 0506205
Claim No.: 004063-032175-wc-01
Claimant's SSN: 263-55-6377

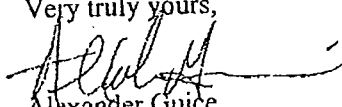
Dear Ms. Crocker:

Respectfully, IAW Regulation 67-610 of the Act, enclosed, please find a WCC Form 50, properly marked "AMENDED", three (3) pages, and certificate of service.

By copy of this letter, I am serving Erin L. Hantske, Esq., the Representative for the Employer and Carrier in the above-referenced case, a copy of the same, via electronic mail and regular mail.

If you have any questions or require any additional information, please do not hesitate to contact me. Thank you.

Very truly yours,


Alexander Guice
Pro Se Claimant

ag

Enclosure(s): As stated

Cc: Erin L. Hantske, Esq. (via email and regular mail w/encl.)

FILE

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723
www.wcc.sc.gov



WCC File #: 0506205
Carrier File #: 004063-032175-wc-01
Carrier Code #:
Employer FEIN #: 36-3642284

Claimant's Name: Alexander Guice SSN: 263-55-6377 Employer's Name: US Foodservice, Inc.
Address: Post Office Box 8851 Address: 120 Longs Pond Rd.
City: Tampa State: FL Zip: 33674 City: Lexington State: SC Zip: 29072
Home Phone: (813) 335 - 4046 Work Phone: () Insurance Carrier: ACE American Insurance Company c/o Gallagher Bassett Services, Inc.
Preparer's Name: Alexander Guice Law Firm: Pro Se Preparer's Phone #: (813) 335 - 4046

Complete each information blank. To request a hearing, check Box 13b, indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

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

Date of Injury or Illness: 05/05/2005

☒ Injury ☐ Illness ☐ Repetitive Trauma

- 1a. The claimant sustained an injury to back, neck, right knee (Part(s) of Body Injured) ON _____ (Month/Day/Year) in _____ county, state of SC.
- 1b. Body part(s) affected are: back, neck, right knee
Briefly describe how the accident occurred: tractor-trailer accident
2. Both the claimant 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 claimant was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the Employer on 05/05/2005 (Month/Day/Year) in the following manner:
Claimant called the Employer immediately following accident/injury

- ☒ 6. Due to injury, the claimant is in need of (check one):
☐ (a) medical examination and treatment for: _____
☒ (b) additional medical examination and treatment for: Headaches and numbness in extremities.
- ☒ 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of: 11/02/2005 to present
- ☒ 8. Due to the injury, the Claimant has permanent disability of the following nature and extent (check one):
☐ (1) General Disability: ☐ Total ☐ (2) Specific Disability: ☐ Total
☒ (3) Wage Loss ☐ Partial ☐ Partial
- ☐ 9. Due to the injury, the Claimant has a serious bodily disfigurement consisting of:
n/a
- 10a. At the time of the injury, the Claimant was paid weekly wages of \$ 1,154.00, and demands accounting of days worked and wages earned as provided by law.
- 10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
n/a
- 11a. Further grounds or unusual aspects of claim:
Please see attached
- 11b. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
Alan Tarnadon, MD 1709-B South 18th Street Wilmington, NC 28401; Cathy Dayton, RH 3835 Executive Center Dr. Charlotte, NC 28212; James R. Cole, Physical Therapist, (343) 240-1843
- 11c. To the best of your knowledge, did you have any prior permanent disability? No
If yes, describe: _____
12. 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.
- ☐ 13a. I am filing a claim. I am not requesting a hearing at this time.
- ☒ 13b. I am requesting a hearing. A \$25 fee is required.
14. Estimated time needed for hearing: _____

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

Alexander Guice Pro Se Claimant alguice@hotmail.com 01/05/2013
Preparer's Signature Title Email Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

WCC Form # 50
Revised 9/07

50

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

WCC FORM 50 AMENDED – CONTIUED

11a. Further grounds or unusual aspects of claim:

1. Claimant had spouse and three (3) dependents at time of injury; however Initial Injury Report falsely states Claimant had ZERO dependents.
2. Claimant submitted to Physical Work Performance Evaluation on 10/19/2005 by James R. Cole, Physical Therapist (PT Cole). Upon completion of evaluation, PT Cole determined Claimant 'do not match' requirements according to job description of Claimant's duties as delivery driver provided by the Carrier. Claimant received 5% overall impairment rating AND Permanent Lifting Restrictions on 10/27/2005 from Dr. Alan Tamadon.
3. Employer failed to offer or afford suitable employment to accommodate Claimant's capacity prior to terminating Claimant on 11/02/2005, six (6) days after Claimant received work injury-related permanent lifting restrictions related to injury sustained on May 5, 2005.
4. Employer terminated the Claimant for the reason of 'permanent lifting restrictions'.
5. Employer's reason for termination of Claimant violated section 42-9-190 of the South Carolina Workers' Compensation Law.
6. Employer's Representative unlawfully Terminated Compensation Benefits to the Claimant on or around November 2, 2005.
7. Employer's Representative improperly reduced Claimant's Weekly Compensation Rate from \$1154.00 to \$592.56.
8. Claimant immediately informed Claimant's representative, Robert G. Bacon that Employer terminated Claimant, but Attorney Bacon took no action on behalf of Claimant, and Claimant was unaware that Employer's termination of Claimant was unlawful.
9. Claimant seeks reinstatement of Claimant's employment with Employer effective November 2, 2005 on the grounds that Employer's termination of Claimant violated section 42-9-190 of the South Carolina Workers' Compensation Law.
10. Claimant informed Attorney Bacon that Claimant was not receiving any compensation benefit payments, but Attorney Bacon took no action.
11. Claimant was homeless, without any money, and under extreme duress when Claimant entered into settlement agreement under bad advisement by Claimant's former representative, Robert G. Bacon on December 22, 2005.
12. Claimant submitted a proper request for a copy of the Case File, and received a copy of the Case File on 12/07/2012 and confirmed that no medical reports were contained in the Case File.
13. Employer's Representative FAILED to file ANY MEDICAL REPORTS in the CASE FILE with the Commission, in violation of Regulation 67-1301(B) of the Act.

Alexander Guice v. U.S. Food Service, Inc. and ACE American Insurance Company

Date of Injury: May 5, 2005

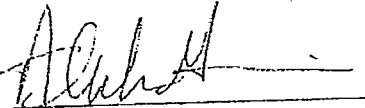
WCC File No.: 0506205

WCC FORM 50 AMENDED – CONTIUED

14. Employer's Representative's failure to file the Medical Reports violated the Terms and Conditions of the clincher settlement.
15. Presiding Commissioner David W. Huffstetler never reviewed the Medical Reports prior to approving the clincher settlement.
16. Commissioner Huffstetler was never made aware that the Claimant was terminated by Employer on November 2, 2005, due to the termination of Claimant not contained in clincher settlement.
17. Commissioner Huffstetler was never aware that the Claimant incurred permanent lifting restrictions as a result of injuries sustained in May 5, 2005 accident due to permanent lifting restrictions incurred by Claimant not contained in clincher settlement, and no MEDICAL REPORTS were ever filed with the Commission for review and consideration by Employer's Representative.
18. Commissioner Huffstetler's failure to consider the Medical Reports prior to approving the clincher settlement violated the Terms and Conditions of the clincher settlement.
19. Commissioner Huffstetler failed to ensure the clincher settlement was fair and in accordance with the Act, which violated Regulation 67-803 (C) of the Act.
20. Claimant's copy of clincher settlement received from Employer's Representative has electronic signature of Commissioner Huffstetler, with Commissioner Huffstetler spelled as "Huffstetler" and electronic stamped signature of Gregory Line, Claims Administrator, while Case File Copy of clincher settlement has written signature of Commissioner Huffstetler with no signature of Gregory Line.
21. Claimant was subjected to gross misrepresentation by Claimant's former representative, Robert G. Bacon, Esquire.
22. Attorney Bacon FAILED to apprise the Claimant of Claimant's rights under the laws of the South Carolina Workers' Compensation Act which violated the Terms and Conditions of clincher settlement.
23. In addition to withheld Compensation Benefits, Claimant seeks an additional 25% penalty of unlawfully withheld compensation benefits IAW section 42-9-260 (G) of the South Carolina Workers' Compensation Law.

CERTIFICATE OF SERVICE

This certifies that I, Alexander Guice, the Pro Se Claimant, did mail, with sufficient first class postage, through the U.S. Postal Service, an AMENDED WCC Form 50 (3 pages) and Certificate of Service, on the party listed below.



Alexander Guice
Pro Se Claimant
Post Office Box 8651
Tampa, Florida 33674
(813) 335-4046 Phone
(813) 898-2908 Fax
alguice@hotmail.com

Mailed this 5th day of January 2013
Hillsborough County
Tampa, Florida

COPIES MAILED TO:

McAngus, Goudelock & Courie, LLC
Attn: Erin L. Hantske, Esquire
Post Office Box 65007
Mt. Pleasant, South Carolina 29465

Attachment D

BEFORE THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
IN THE MATTER OF W.C.C. FILE NO.: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC., Et. al,

Employer AND Carrier,

Defendants.

MOTION
FOR
TRANSFER OF
JURISDICTION

PLEASE TAKE NOTICE THAT Alexander Guice, the Claimant, the *PRO SE* Claimant, PROCLAIMS that pleadings in this matter are being filed by the Claimant in *Propria Persona*, wherein pleadings are to be considered without regard to technicalities. In *Propria*, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir 1990), also See Hulsey v. Owens 63 F3d 354 (5th Cir 1995). Also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991). In particular, the Claimant DISPUTES the JURISDICTION in this matter. Pursuant to Regulation 67-215 of the Act, the Pro Se Claimant respectfully presents this Motion for Transfer of Jurisdiction, as the Claimant asserts that the above referenced matter's proper jurisdiction is RICHLAND, or District 7 instead of CHARLESTON, or District 4. Upon review of the this motion and supporting evidence, the Claimant seeks an ORDER from the South Carolina Workers' Compensation Commission (Commission) Transferring the Jurisdiction in this matter from District 4 to District 7.

GRONUDS FOR TRANSFER OF JURISDICTION

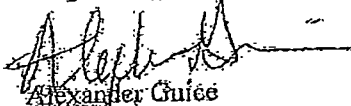
The Claimant asserts that the current Jurisdiction in this matter is IMPROPER based on the following grounds;

1. In the filings in this matter, to include all correspondence received by the Claimant, U.S. Foodservice, Inc. (Employer) has always listed the Employer's address as 120 Longs Pond Road, Lexington, South Carolina 29072. Please see Exhibit 1.
2. The Employer's address, in particular, 125 Fort Mill Parkway, Fort Mill, South Carolina 29715 has never been used related to this matter by the Employer before, with exception for purposes of scheduling the NOTICE OF HEARING in this matter, and is improper.
3. The Employer's proper address, as stated in paragraph 1 above, would place the proper jurisdiction with respect to the Commission adjudicating this matter, in District 7.
4. The Employer has failed to show good cause as to why the Employer's address has suddenly changed.

CONCLUSION

Based on the foregoing, the Claimant would respectfully move the Commission for an Order transferring the jurisdiction in this matter from District 4 to District 7, and submitting a modified NOTICE OF HEARING to reflect the above matter being heard within the jurisdiction of District 7.

Respectfully submitted,



February 3, 2013.

Alexander Guice
Pro Se Claimant
Post Office Box 43062
Tampa, Florida 33677
(813) 335-4046 Phone
(813) 898-2908 Fax
alguice@hotmail.com

BEFORE THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

IN THE MATTER OF W.C.C. FILE NO.: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC., Et. al,

Employer AND Carrier,

Defendants.

**MOTION
FOR
TELEPHONIC
HEARING**

PLEASE TAKE NOTICE THAT Alexander Guice, the Claimant, the *PRO SE* Claimant, PROCLAIMS that pleadings in this matter are being filed by the Claimant in *Propria Persona*, wherein pleadings are to be considered without regard to technicalities. In *Propria*, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). Also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991). Pursuant to Regulation 67-215 of the Act, the Pro Se Claimant respectfully presents this Motion for Telephonic Hearing. Upon review of the grounds and supporting evidence contained herein, the Pro Se Claimant would move the South Carolina Workers' Compensation Commission (Commission) for an Order granting this motion and allowing the parties to convene this matter telephonically.

GROUND FOR TELEPHONIC HEARING

The Pro Se Claimant would move the Commission to convene this Hearing telephonically, based on the following grounds;

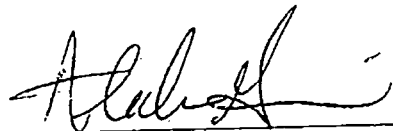
1. Disfigurement is not an issue in this matter; and the Claimant should not be required to appear in person on that basis.
2. The Claimant has been unemployed, and unable to obtain gainful employment, since the Claimant was terminated by U.S. Foodservice, Inc. (Employer) on November 2, 2005, which is one of the issue(s) in dispute related to this matter, and the Claimant cannot afford the travel cost associated with appearing at the Hearing in person. Please see Claimant's Exhibit 2.
3. The Claimant has been a resident of Tampa, Florida since 2011, and cannot afford the travel cost associated with appearing at the Hearing in person.
4. Although the Claimant is not represented by an attorney, the Claimant would assert that appearing telephonically would not prejudice the Claimant, or the Defendant(s) in this matter.
5. The Commission is required, pursuant to Policy Number 1.04 (A)(2) of the State of South Carolina Workers' Compensation Commission Administrative Policies and Procedures Manual, under the Subject of Staff Conduct and Behavior, Personal and Professional Code of Conduct, to "...serve each case with the highest concern for the client's welfare..." The Claimant asserts, respectfully, that denying the Claimant's Motion for Telephonic Hearing would place an undue hardship upon the Claimant, and place the Claimant's welfare in jeopardy, as the Claimant already continues to experience a significant undue hardship and burden.
6. The Claimant has duly served, upon the Defendant's Representative, on January 17, 2013, a copy of the List of Exhibits, and Exhibits, to be used by the Claimant at the Hearing, pursuant to Regulation 67-612 (B)(1) and Regulation 67-612 (G)(1) and (2) of

the Act, to include duly serving the Notice, to the Commission, on January 17, 2013, pursuant to Regulation 67-612 (C) of the Act, and upon receipt of additional Exhibits to be added to the Record, by the Defendant's Representative, if any, as well as any objections to the aforementioned Exhibits, with supporting grounds for the objections, if any, the parties shall submit the combined Record, with the written consent of both parties, to the Commission, within Ten (10) days of the scheduled Hearing, which would not prejudice the parties in any way with respect to the Commission convening a telephonic hearing to determine issues as set forth on Forms 50 and 51.

CONCLUSION

Based on the foregoing, the Claimant would respectfully move the Commission for an Order granting the Claimant's Motion for Telephonic Hearing.

Respectfully submitted,



Alexander Guice
Pro Se Claimant
Post Office Box 45062
Tampa, Florida 33677
(813) 335-4046 Phone
(813) 898-2908 Fax
alguice@hotmail.com

February 3, 2013.

Attachment E

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 0506205

Alexander Guice,	)	
	)	
Claimant,	)	
vs.	)	
	)	
US Food Service, Inc.,	)	ORDER
	)	
Employer,	)	
	)	
MAC Risk Management, Inc.	)	
	)	
Carrier,	)	
Defendants	)	

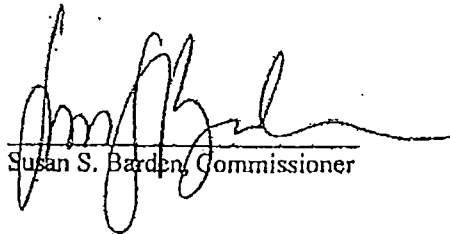
Claimant settled his claim (WCC# 0506205) through a Full and Final Settlement Agreement which was approved by the South Carolina Workers' Compensation Commission on January 5, 2006. A Form 19 was submitted by Defendants as well.

In January 2013, Claimant filed a Form 50 relating to the claim (WCC# 0506205) which he previously settled.

As this case was settled on a Full and Final basis on or about January 6, 2006, Claimant's hearing request is hereby denied, and the hearing set for March 28, 2013 in Summerville, South Carolina is cancelled. Further, any and all motions filed pertaining to WCC# 0506205 are hereby dismissed as well.

AND IT IS SO ORDERED.

Columbia, SC


Susan S. Barden, Commissioner

February 22, 2013

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 mail addressed to any unrepresented party.

By Kristi Love on February 22, 2013

Attachment F

Alexander Guice

P.O. Box 45062
Tampa, FL 33677
alguice@hotmail.com
(813) 335-4046 Phone
(813) 898-2908 Fax

February 28, 2013

VIA Certified Mail

Virginia L. Crocker, Judicial Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202-1715

RE: Alexander Guice v. U.S. Food Service, Inc., et al
Date of Injury: May 5, 2005
WCC File No.: 0506205

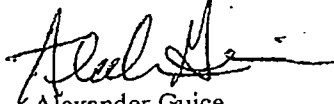
Dear Ms. Crocker:

Enclosed, please find an original and four (4) copies of Form 30 and an Order signed by Commissioner Susan S. Barden dated February 22, 2013; a Form 32, and certificate of service. Please forward to the appropriate person for filing, and return a file stamped copy to the Appellant in the enclosed prepaid self-addressed envelope provided for your convenience.

By copy of this letter, I have provided Erin L. Hantske, Esquire, the Attorney of Record for the Respondent, a copy of the same, via certified mail and regular mail, with enclosures. By copy of this letter, I have provided Gary M. Cannon, Executive Director, a copy of the same, via certified mail, with enclosures.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


Alexander Guice
Appellant, *pro se*

/AG

Enclosures: As stated

cc: Erin L. Hantske, Esquire (via certified mail w/encl. and reg. mail w/encl.)
Gary M. Cannon, Executive Director (via certified mail w/encl.)

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5675



WCC File #: 0506205
Carrier File #: 004083-032175-wc-01
Carrier Code #:
Employer FEIN #: 363642294

Claimant's Name: Alexander Guice SSN: 26355-6377 Employer's Name: US Foodservice, Inc.
Address: Post Office Box 45062 Address: 120 Longs Pond Road
City: Tampa State: FL Zip: 33677 City: Lexington State: SC Zip: 29072
Home Phone: 813 335 4046 Work Phone: Insurance Carrier: Ace American Insurance Company
Preparer's Name: Alexander Guice Law Firm: self-represented Preparer's Phone #: 813 335 4046

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☒ claimant ☐ employer (check one) Date of Injury: 05/05/2005

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).

1. Did Commissioner Susan S. Barden have proper jurisdictional authority to make any judgments regarding WCC# 0506205?
2. Was Commissioner Barden's Order invalid due to no regulatory or statutory grounds stated to support cancelling the hearing?
3. Did the Order signed by Commissioner Barden on 02/22/2013 violate Rule 5(b)(3)SCRCP?
4. Did the Order signed by Commissioner Barden on 02/22/2013, with respect to cancelling the hearing, violate Rule 7(b)(1)SCRCP?
5. Did Commissioner Barden's Order dated 02/22/2013 violate the Appellant's Right to a Hearing?
6. Was the Appellant subjected to a conspiracy involving Commissioner Barden, Virginia L. Crocker, Judicial Director, and Erin L. Hantske, Esquire, the Representative for the Respondent? 7. Is Commissioner Barden's conduct subject to be reported to the SC Ethics Commission IAW Rule 501(3)(D)(1) SCACR with respect to the Order dated 02/22/2013?

(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 SCWCC Judicial Department P.O. Box 1715
Columbia, SC 29202 and Erin L. Hantske, Esq., Respondent's Representative P.O. Box 650007 Mt. Pleasant, SC 29465

on the 28 day of February, 2013 by ☐ first class mail ☐ personal service ☒ certified mail.

Preparer's Signature: [Signature] Appellant Title: February 28, 2013 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.67-701B. 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.

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5675



WCC File #: 0506205
Carrier File #: 004063-032175-wc-01
Carrier Code #:
Employer FEIN #: 383642294

Claimant's Name: Alexander Guice SSN: 263-55-6377 Employer's Name: US Foodservice, Inc.
Address: Post Office Box 45062 Address: 120 Longs Pond Road
City: Tampa State: FL Zip: 33677 City: Lexington State: SC Zip: 29072
Home Phone: 813 335 4046 Work Phone: _____ Carrier: Ace American Insurance Company c/o Gallagher Bassett
Preparer's Name: Alexander Guice Preparer's Phone #: 813 335 4046

Please provide all of the information requested. Incomplete forms will delay the review process.

REQUEST TO WAIVE APPEAL FILING FEE

1. Are you presently employed? ☐ Yes ☒ No

a. If yes, state the name and address of your employer and wages below.

b. If no, where did you last work, when did you stop working, and what were your wages?

US Foodservice, Inc., November 2, 2005, wages were \$1,154.00 per week

c. Is your spouse employed? ☐ Yes ☒ No

If yes, where? N/A - Divorced
What are your spouse's wages? \$

d. What is the total income of all working members of your household?

2. How many people are dependent on you for their support (include children and relatives)?

1

How much do you spend weekly for their support?

\$ 35.34

3. List any money you have received in the past year other than that listed above and state from what source that money came (gift, inheritance, insurance, \$1,375.00 - loan from family members; \$1,259.00 per month - VA Disability Benefits (unrelated to work related injury)

4. Do you have a checking or savings account? ☐ Yes ☒ No

If yes, what is the balance in each account?

Checking: \$

Savings: \$

5. Do you rent or own your home? ☒ Rent ☐ Own

Rent or mortgage payment: \$ 550.00 (one month behind)

6. Do you own a car? ☒ Yes ☐ No

Payments: \$ 0.00

7. List the names of your creditors and amount of debt.

Citi Financial - \$17,000.00; Capital One - \$1200.00; Conway Medical Center - \$13000.00; Family members - \$11,375.00

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my financial condition. I request that the filing fee be waived.

Signature

02/28/2013

Date

For official use only. ☐ Fee Waived ☐ Waiver Rejected ☐ Other Disposition

Chair, S.C. Workers' Compensation Commission

File this form with a Form 30, Application for Commission Review. Refer to R.67-201 through R.67-711 for additional information. File this form with a Form 50, 52, 54, Requests for Motions, Consents and Settlements. Refer to R.67-207, R.67-208, R.67-215, R.67-803 and R.67-805.

WCC Form # 32
Rev. 7/03

32

REQUEST TO WAIVE APPEAL FILING FEE

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 0506205

Alexander Guice,

Claimant,
vs.

US Food Service, Inc.,

Employer,

MAC Risk Management, Inc.

Carrier,
Defendants

ORDER

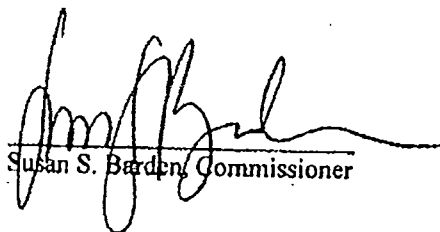
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As this case was settled on a Full and Final basis on or about January 6, 2006, Claimant's hearing request is hereby denied, and the hearing set for March 28, 2013 in Summerville, South Carolina is cancelled. Further, any and all motions filed pertaining to WCC# 0506205 are hereby dismissed as well.

AND IT IS SO ORDERED.

Columbia, SC


Susan S. Barden, Commissioner

February 22, 2013

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 mail addressed to any unrepresented party.

By Kristi Love on February 22, 2013

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC., Et. al,

Employer AND Carrier,

Defendants.

CERTIFICATE
OF
SERVICE

This certifies that I, Alexander Guice, the *pro se* Claimant, did serve an original and four (4) copies of a Form 30 and Order of Commissioner Susan S. Barden dated 02/22/2013; a Form 32, and certificate of service, via certified mail and regular mail, with sufficient first class and certified postage affixed, upon the parties listed below.



Alexander Guice
Post Office Box 45062
Tampa, Florida 33677
(813) 335-4046 Phone
(813) 898-2908 Fax
alguice@hotmail.com
Claimant, *pro se*

Signed this 28th Day of February, 2013
Hillsborough County, Florida

COPIES MAILED TO:

McAngus, Goudelock & Courie, LLC
Attn: Erin L. Hantske, Esquire
Post Office Box 650007
Mt. Pleasant, South Carolina, 29465
Confirmation No.: 71023460000222942556

Virginia L. Crocker, Judicial Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202
Confirmation No.: 70123460000222942563

Gary M. Cannon, Executive Director
Office of the Executive Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202
Confirmation No.: 70123460000222942570

Attachment G

Alexander Guice

P.O. Box 38062
Tampa, FL 33677
agguice@hotmail.com
(813) 335-4046 Phone
(813) 898-2908 Fax

March 4, 2013

VIA Priority/Certified Mail

Virginia L. Crocker, Judicial Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202-1715

Re: Alexander Guice v. U.S. Food Service, Inc., et al
Date of Injury: May 5, 2005
WCC File No.: 0506205

Dear Ms. Crocker or To Whom It May Concern:

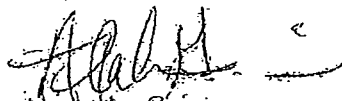
Enclosed please find the original and a copy of a Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments; a Form 32; an Index of Exhibits; Exhibit 1 (36 pgs.); Exhibit 2 (16 pgs.); Exhibit 3 (39 pgs.); Exhibit 4 (8 pgs.) and a certificate of service. Please forward the documents to the appropriate person for filing and return file stamped copy of the Claimant's motion in the enclosed, prepaid self-addressed envelope for your convenience.

Based on the Employer's proper address of 120 Long Pond Road Lexington, SC 29072, I would respectfully assert that the assignment of this motion should be within the jurisdiction of District 7 and Commissioner Andrea C. Roche.

By copy of this letter, I have provided Erin L. Hantske, Esq., the attorney of record for the Employer/Carrier, a copy of the same, via priority/certified mail with enclosures. By copy of this letter, I have provided Gary M. Cannon, Executive Director, a copy of the same, via priority/certified mail, with enclosures.

Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,


Alexander Guice
Claimant, pro se

/AG

Enclosures: As stated

cc: Erin L. Hantske, Esq. (via priority/certified mail w/encl.)
Gary M. Cannon, Executive Director (via priority mail w/encl.)

Ex. 50 (32 of 134)

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0506205

ALEXANDER GUICE,	)	
	)	
Employee,	)	
	)	
Claimant,	)	MOTION FOR REINSTATEMENT OF
vs.	)	EMPLOYMENT AND RELEASE OF
	)	TEMPORARY TOTAL COMPENSATION
US FOODSERVICE, INC., Et. al.	)	
Employer AND Carrier,	)	PAYMENTS
	)	
Defendants,	)	
	)	

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION AND ERIN L. HANTSKE, ESQUIRE, REPRESENTATIVE FOR DEFENDANTS:

PLEASE TAKE NOTICE that Alexander Guice, the *pro se* Claimant, PROCLAIMS that pleadings in this case are being filed by Claimant in *Propria Persona*, wherein pleadings are to be considered without regard to technicalities. In *Propria*, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir 1990), also See Hufsey v. Ownes 63 F3d 354 (5th Cir 1995). Also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1994). Pursuant to Regulation 67-215 (A) of the South Carolina Workers' Compensation Act (Act), the *pro se* Claimant presents this MOTION FOR REINSTATEMENT OF EMPLOYMENT AND RELEASE OF TEMPORARY TOTAL COMPENSATION PAYMENTS demanding an ORDER:

- a. Reinstating Claimant's employment with US Food Service, Inc. (Employer) effective November 2, 2005;
- b. Immediate release of unlawfully withheld Temporary Total Compensation Payments at the average weekly wage/compensation rate amount of \$1,154.00 per week effective November 2, 2005;
- c. Immediate release of 25% penalty of unlawfully withheld Temporary Total Compensation Payments effective November 2, 2005; and
- d. Any and such other relief and actions the Commission deems just and proper.

STATEMENT OF FACTS IN SUPPORT OF

- I. The Claimant was injured in a work related injury on May 5, 2005 (Please see Claimant's Exhibit 1, page 36).
- II. South Carolina Workers' Compensation Commission has continuing subject matter jurisdiction in W.C.C. Case No.: 0506205.
- III. The Claimant was represented by Robert G. Bacon of Harry Pavlack & Associates, P.A. (Attorney Bacon) from on or around May 23, 2005 to on or around December 10, 2012 (Please see Claimant's Exhibit 1, pgs. 33-34 and Exhibit 4, pgs. 5-8).
- IV. The Claimant was treated by several employer referred physicians and health care officials to include but not limited to:
 - a. Alan Tamaddon, MD (Dr. Tamaddon);
 - b. Cathy Dayton, RN, CCM (RN Dayton); and
 - c. James R. Cole, Physical Therapist (PT Cole) (Please see Claimant's Exhibit 3, pgs. 1-39).
- V. The Claimant received a five percent (5%) impairment rating and permanent lifting restrictions on October 27, 2005 (Please see Claimant's Exhibit 3, pgs. 1-7).
- VI. The Employer terminated the Claimant on November 2, 2005 for the reasons of "109 - No Position Available and Permanent lifting restrictions" (Please see Claimant's Exhibit 2, pg. 3).
- VII. From May 5, 2005 to November 2, 2005, the Claimant's average weekly wage/compensation rate was one thousand one hundred fifty-four and 00/100 dollars (\$1,154.00) per week as mutually agreed by the parties. (Please see Claimant's Exhibit 1, pg. 24).
- VIII. From May 5, 2005 to November 2, 2005, the Claimant received a combination of Temporary Partial Compensation and Temporary Total Compensation payments for approximately one hundred eighty - one (181) days; thirty - one (31) days after and including the first one hundred fifty (150) days as mutually agreed by the parties (Please see Claimant's Exhibit 1, pg. 23).
- IX. Claimant's Temporary Total Compensation was reduced from \$1,154.00 to five hundred ninety-two and 56/100 dollars (\$592.56) per week on November 7, 2005 (Please see Claimant's Exhibit 1, pg. 28).
- X. Claimant's Temporary Total Compensation Payments was terminated by Employer's

- Representative on December 4, 2005 (Please see Claimant's Exhibit 1, pg. 23).
- XI. The Parties entered into a Settlement Agreement and Release on December 22, 2005 which was approved by Commissioner David W. Huffstetler on January 5, 2006 (Please see Claimant's Exhibit 1, pgs. 12-19).
- XII. The Employer/Carrier was formerly represented by Walter H. Barefoot of Turner, Padgett, Graham & Laney, P.A. (Representative Barefoot) from on or around May 5, 2005 to January 14, 2013. The Employer/Carrier has been represented by Erin L. Hantske of McAngus, Goudelock & Courle, L.L.C. from January 14, 2013 to present (Please see Claimant's Exhibit 4, pgs. 1-2).
- XIII. The Claimant has been unemployed since being terminated by the Employer on November 2, 2005 (Please see Claimant's Exhibit 4, pgs. 3-4).

ARGUMENT IN SUPPORT OF

FOR A FIRST CAUSE

(Unlawful Termination of Claimant by Employer)

1. The Employer unlawfully terminated the Claimant. The reasons used by the Employer to terminate the Claimant, in particular, permanent lifting restrictions and no position available, were unlawful justifications used by the Employer, pursuant to the Act (Please see Claimant's Exhibit 2, pg. 3).
2. The Employer failed to offer or provide to the Claimant, reasonable employment to accommodate the Claimant's incapacity prior to terminating the Claimant (Please see Claimant's Exhibit 4, pgs. 3-4).
3. The Claimant never refused suitable employment to accommodate the Claimant's incapacity due to the Employer never offering suitable employment to the Claimant (Please see Claimant's Exhibit 4, pgs. 3-4).
4. The permanent lifting restrictions the Claimant received from the Employer and Carrier's selected treating physician, Dr. Tamadon, were imposed upon the Claimant as a direct result of injuries sustained in the work related injury on May 5, 2005. (Please see Claimant's Exhibit 3, pg. 1).

FOR A SECOND CAUSE

(Failure of Employer to provide written notice of termination to Claimant)

5. The Employer never provided the Claimant a copy of the termination notice at the time the Employer terminated the Claimant on or around November 2, 2005

- (Please see Claimant's Exhibit 4, pgs. 3-4).
6. The Claimant was verbally terminated by Michael L. Sanders, Transportation Manager for the Employer, on or around November 2, 2005 (Please see Claimant's Exhibit 4, pgs. 3-4).
 7. The Claimant did not receive a copy of the written notice of termination from the Employer until the Claimant duly served a Form 21 (Subpoena) upon the Employer Representative to receive a copy of the Claimant's employer file from the employer which was received by the Claimant on or around December 21, 2012 (Please see Claimant's Exhibit 2, pgs. 1-16).

FOR A THIRD CAUSE

(False Statement from Employer regarding Claimant's termination)

8. As previously stated in paragraph five (5) above, the Claimant was never provided a copy of the written notice of termination from the Employer.
9. After repeated phone calls to the Employer requesting a copy of the notice of termination, the Claimant received a letter from dated March 9, 2006 from Keller K. Pollard, Vice President, Human Resources, US Food Service, Inc. (VP Pollard) (Please see Claimant's Exhibit 2, pg. 2).
10. In the aforementioned letter, VP Pollard falsely stated that the Claimant "...left the company in 2005 because he could not longer perform the duties of a delivery driver" (Please see Claimant's Exhibit 2, pg. 2).
11. The Claimant asserts that VP Pollard willfully submitted the false statement as it relates to the Claimant's factual cause of the Claimant's release from the Employer, in particular, that the Claimant was terminated, in an attempt to conceal the Employer's unlawful termination of the Claimant (Please see Claimant's Exhibit 2, pgs. 2-3).

FOR A FOURTH CAUSE

(Unlawful reduction of Claimant's average weekly wage/compensation rate by Employer's Representative/Carrier)

12. The Employer's Representative unlawfully reduced the Claimant's Temporary Total Compensation amount (Please see Claimant's Exhibit 1, pgs. 23, 28).
13. At the point the Employer could not accommodate the Claimant's capacity and had 'no position available' on or around November 2, 2005, the Claimant had received a combination of Temporary Total and Temporary Partial Compensation for approximately 181 days, after, and including, the first 150 days (Please see Claimant's Exhibit 1, pg. 23).
14. The mutually agreed average weekly wage and/or Compensation Rate of the

- Claimant, as of November 2, 2005, was \$1,154.00 per week (Please see Claimant's Exhibit 1, pg. 24).
15. On November 7, 2005 the Claimant's average weekly wage/compensation rate was improperly reduced from \$1,154.00 to \$592.56 per week (Please see Claimant's Exhibit 1, pg. 28).
16. Pursuant to Regulation 67-506 (D) of the Act, the Employer's Representative, and in particular, Representative Barefoot, was compelled to continue paying the Claimant Temporary Total Compensation at the average weekly wage/compensation rate of \$1,154.00, but failed to do so.
17. The Employer Representative was compelled, pursuant to Regulation 67-506 (E) of the Act, to file a Form 21 and request a hearing before the Commission, to seek the Commission's permission to reduce the Claimant's compensation rate, but failed to do so.
18. The Employer Representative, in particular, Representative Barefoot and Representative Hantske, were compelled to continue the obligation of paying Temporary Total Compensation Payments at the average weekly wage of \$1,154.00, and ensure that payments were current prior to the hearing, IAW Regulation 67-506 (E) of the Act, but failed to do so.
19. To date, no hearing has been convened, granting permission by the Commission, to allow the Employer Representative to reduce the Temporary Total Compensation Payments to the Claimant (Please see Claimant's Exhibit 1, pgs. 1-36).

FOR A FIFTH CAUSE

(Unlawful termination of Temporary Total Compensation Payments on December 4, 2005 by Employer Representative)

20. The Employer's Representative unlawfully terminated the Claimant's Temporary Total Compensation on December 4, 2005 (Please see Claimant's Exhibit 1, pg. 23).
21. At the point the Employer could not accommodate the Claimant's capacity and had 'no position available' on or around November 2, 2005, the Claimant had received a combination of Temporary Total and Temporary Partial Compensation Payments for approximately 181 days, after, and including, the first 150 days.
22. The mutually agreed average weekly wage/compensation rate of the Claimant as of November 2, 2005 \$1,154.00 per week (Please see Claimant's Exhibit 1, pg. 24).

23. Pursuant to Regulation 67-506 (D) of the Act, the Employer's Representative, and in particular, Representative Barefoot, was compelled to continue paying the Claimant Temporary Total Compensation Payments at the average weekly wage/compensation rate of \$1,154.00, but failed to do so.
24. The Employer Representative was compelled, pursuant to Regulation 67-506 (E) of the Act, to file a Form 21 and request a hearing before the Commission, to seek and receive the Commission's permission to terminate the Temporary Total Compensation payments to the Claimant, but failed to do so.
25. The Employer Representative, in particular, Representative Barefoot and Representative Hantske, were/are compelled to continue the obligation of paying Temporary Total Compensation Payments to the Claimant, at the average weekly wage of \$1,154.00, and ensure that payments were/are current prior to a hearing, but have failed to do so.
26. To date, no hearing has been convened, granting permission by the Commission, to allow the Employer Representative to terminate Temporary Total Compensation Payments to the Claimant. (Please see Claimant's Exhibit 1, pgs. 1-36).

FOR A SIXTH CAUSE

(Settlement Agreement and Release entered into by the Parties not related to Employer Representative's continuing obligation to pay Temporary Total Compensation to Claimant).

27. Settlement Agreement and Release entered into by the parties on December 22, 2005 and approved by Commissioner David W. Huffstetler is/was not related to the Employer Representative's continuing obligation to pay Temporary Total Compensation to the Claimant (Please see Claimant's Exhibit 1, pgs. 12-19).
28. The Settlement Agreement and Release entered into by the Parties on December 22, 2005 was related to schedule award for the Claimant's 5% overall impairment rating ONLY (Please Claimant's Exhibit 1, pgs. 12-16).
29. No hearing, formal conference, or informal conference was ever convened by Commissioner Huffstetler prior to Commissioner Huffstetler approving the Settlement Agreement and Release entered into by the parties on January 5, 2006.

- (Please see Claimant's Exhibit 1, pgs. 1-36).
30. The Claimant never mutually agreed that the twenty thousand and 00/100 dollars (\$20,000.00) received pursuant to the Settlement Agreement and Release would serve as both final payment for the 5% overall impairment rating AND severance pay of employment from employer (Please see Claimant's Exhibit 1, pgs. 12-16).
31. The Claimant asserts that the Employer, the Employer's Carrier(s), Representative Barefoot, and Representative Hantsko continue to unlawfully use the Settlement Agreement and Release, entered into by the parties on December 22, 2005 and approved by Commissioner Huffstetter on January 5, 2006, as justification to willfully violate Regulation 67-506 (D) of the Act and violate the Claimant's legal right to employment with the Employer.

FOR A SEVENTH CAUSE

(Failure of Employer's Representative to Comply with Regulation 67-1301 (B) of the Act and the Terms and Conditions of the Settlement Agreement and Release)

32. As contained in the Settlement Agreement and Release entered into by the parties on December 22, 2005, in particular, page four (4), paragraph three (3), "...WHEREAS, full and complete medical reports are on file with the South Carolina Workers' Compensation Commission and these are duly considered by it in approving this Settlement Agreement and Release..." (Please see Claimant's Exhibit 1, pg. 15).
33. As of December 7, 2012 no medical reports of the Claimant were contained in the Commission's Case File of W.C.C. # 0506205. (Please see Claimant's Exhibit 1, pgs. 1-36 and Exhibit 3, pgs. 1-39).
34. Pursuant to Regulation 67-1301 (B) of the Act, and the Terms and Conditions of the Settlement Agreement and Release entered into by the parties on December 22, 2005 and approved by Commissioner Huffstetter on January 5, 2006, the Employer's Representative, and in particular, Representative Barefoot, was compelled to provide the medical reports to Commission, but failed to do so.
35. The Claimant asserts unto the Commission, that the failure of Representative Barefoot, to comply with Regulation 67-1301 (B) of the Act, and the Terms and Conditions of the Settlement Agreement and Release as entered into by the parties

on December 22, 2005 and approved by Commissioner Huffstetter on January 5, 2006, renders the aforementioned Settlement Agreement and Release NULL and VOID.

FOR A EIGHTH CAUSE

(Misrepresentation of the Claimant by Attorney Robert G. Bacon)

36. At the time of the Claimant's injury, termination of the Claimant's employment by the Employer, improper reduction of the Claimant's average weekly wage/compensation rate, improper termination of the Claimant's Temporary Total Compensation payments and entrance into the Settlement Agreement and Release, the Claimant was represented by Attorney Bacon (Please see Claimant's Exhibit 1, pgs. 33-34 and Exhibit 4, pgs. 5-8).
37. Due to the Claimant's limited education, complete unawareness of Claimant's civil and legal rights under the South Carolina Workers' Compensation Act, and side effects of prescribed medications of Ibuprofen, Hydrocodone, and Flexiril, the Claimant relied heavily on the IL advisement and ineffective counsel of Attorney Bacon (Please see Claimant's Exhibit 3, pgs. 1, 16-19).
38. The Claimant asserts that Attorney Bacon misrepresented the Claimant in the following manner:
 - a. Attorney Bacon took no action to protect the employment of the Claimant when the Employer unlawfully terminated the Claimant on or around November 2, 2005;
 - b. Attorney Bacon took no action to protect the Claimant's lawful amount of average weekly wage/compensation rate when the Employer's Carrier/Representative unlawfully reduced the Claimant's average weekly wage/compensation rate from \$1,154.00 to \$392.56 per week on November 7, 2005;
 - c. Attorney Bacon took no action to protect the Claimant's legal right to continued receipt of Temporary Total Compensation Payments, at the average weekly wage/compensation rate of \$1,154.00 per week, after the Employer Representative unlawfully terminated payment of Temporary Total Compensation to the Claimant on December 4, 2005; and
 - d. Attorney Bacon failed to ensure that the Employer Representative filed the Claimant's medical reports to the Commission prior to, or any time after, the parties entered into the Settlement Agreement and Release on December 22, 2005 which was approved by Commissioner Huffstetter on January 5, 2006.

FOR A NINTH CAUSE

(Reporting Claimant's allegations of Misrepresentation, Fraud, and Unlawful termination to the South Carolina Attorney General)

39. The Claimant respectfully demands that the allegations that the Employer unlawfully terminated the Claimant, the false statement of the Employer, the Employer's Representative/Carrier unlawful reduction of the Claimant's average weekly wage/compensation rate amount on November 7, 2005, the Employer Representative's unlawful termination of the Claimant's Temporary Total Compensation Payments on December 4, 2005, the Employer Representative's failure to provide the medical reports to the Commission and the gross misrepresentation received by the Claimant from Attorney Bacon, be reported to the Insurance Fraud Division of the Office of the Attorney General for investigation and possible prosecution, pursuant to section 42-9-440 of the South Carolina Workers' Compensation Law.

CONCLUSION

The Claimant was subjected to gross misrepresentation by Attorney Bacon and willful violation(s) of the Act by the Employer, Employer's Carrier(s), and the Employer's Representatives. The Claimant was unlawfully terminated by the Employer on November 2, 2005. The Employer never offered the Claimant suitable employment to accommodate the Claimant's capacity prior to terminating the Claimant. The Claimant's average weekly wage/compensation rate was unlawfully reduced by the Employer's Representative on November 7, 2005. The Employer Representative unlawfully terminated the Claimant's entitled Temporary Total Compensation Payments on December 4, 2005. The Commission never granted permission to the Employer Representative to reduce or terminate Temporary Total Compensation Payments to the Claimant. The Employer Representative failed to comply with the Act and the Terms and Conditions of the Settlement Agreement and Release entered into by the parties on December 22, 2005 and approved by the Commission on January 5, 2006, by failing to file the medical reports with the Commission. The Claimant's former Attorney, Robert G. Bacon, took no action to protect the Claimant's protected civil and legal rights. The Claimant has been unemployed and unable to obtain gainful employment since the unlawful termination of the Claimant by the Employer on November 2, 2005.

Based on the foregoing, the *pro se* Claimant respectfully Demands an ORDER from the

COMMISSION:

Ex 50 (41 of 134)

- a. Reinstating Claimant's employment with US Food Service, Inc. (Employer) effective November 2, 2005;
- b. Immediate release of unlawfully withheld Temporary Total Compensation Payments at the average weekly wage/compensation rate amount of \$1,154.00 per week effective November 2, 2005;
- c. Immediate release of 25% penalty of unlawfully withheld Temporary Total Compensation Payments effective November 2, 2005; and
- d. Any and such other relief and actions the Commission deems just and proper.

Respectfully submitted,



Alexander Guice
Claimant, *pro se*
Post Office Box 45062
Tampa, Florida 33677
(813) 335-4046 Phone
(813) 898-2908 Fax
alguice@hotmail.com

Tampa, Florida
March 4, 2013

Ex. 50 (42 of 134)

Attachment H

State of South Carolina

1333 Main Street, 5th Floor
P.O. Box 1715
Columbia, S.C. 29202-1715



TRL: (803) 737-5700
www.wcc.sc.gov

Workers' Compensation Commission

March 27, 2013

Mr. Alexander Guice
P.O. Box 45062
Tampa, FL 33674

Re: Alexander Guice v. U.S. Food Service, Inc., et al
Date of Injury: May 5, 2005
WCC File No.: 0506205
Motion for Reinstatement of Employment and Release of Temporary Total
Compensation Payments

Dear Mr. Guice:

Enclosed please find the original Motion for Reinstatement of Employment and Release of
Temporary Total Compensation Payments and a check in the amount of \$25.00.

I am returning the Motion and the filing fee because the Commission does not have subject
matter jurisdiction for the issues set forth in the Motion.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary M. Cannon".

Gary M. Cannon
Executive Director

Cc: Erin Hantske, Esq.

enclosures

EX. 50 (1 of 134)

Alexander Guice

file
P.O. Box 45062
Columbia, SC 29246-77
alexander@hanske.com
(813) 315-1414 phone

March 18, 2013

Via Certified Mail

Virginia Crocker, Judicial Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202-1715

RE: Alexander Guice v. U.S. Food Service, Inc., et al.
Date of Injury: May 5, 2005
WCC File No.: 0506205

Dear Ms. Crocker:

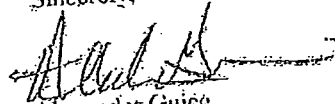
Enclosed herein, please find a proposed Order Granting Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments and certificate of service. Please forward to Commissioner Andrea C. Roche for review, and if approved, please return a file stamped copy of the Order in the pre-paid self-addressed envelope enclosed for your convenience.

By copy of this letter, I have served Elin L. Hanske, Esquire, the Attorney of record for the Defendants, a copy of the same, via regular mail and certified mail, with enclosures.

By copy of this letter, and by request, I have provided Gary M. Cannon, Executive Director, a copy of the same, via regular mail, with enclosures.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Alexander Guice
Claimant, pro se

/AG

Enclosures: As stated

cc: Elin L. Hanske, Esq. (via regular mail & certified mail w/encl.)
Gary M. Cannon, Executive Director (via regular mail w/encl.)

MAR 20 2013

S. C. WORKERS' COMP.
COMMISSION
DIRECTOR

EX 50 (2 of 134)

BEFORE THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO.: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC. Et Al,

Employer AND Carrier,

Defendants.

**ORDER GRANTING CLAIMANT'S
MOTION FOR REINSTATEMENT
OF EMPLOYMENT AND RELEASE OF
TEMPORARY TOTAL COMPENSATION
PAYMENTS**

Claimant filed a Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments on March 4, 2013. The Defendants, by and through their Attorney, Erin L. Hantske, Esquire, filed a Reply to the Claimant's aforementioned motion on March 14, 2013. The Claimant filed an Answer to the Defendant's Reply to Claimant's aforementioned motion on March 17, 2013. The Defendant's Reply dated March 14, 2013 failed to deny the arguments contained in the aforementioned Claimant's motion dated March 4, 2013 in accordance with Rule 8(b) of the South Carolina Rules of Civil Procedure. Pursuant to Rule 8(b) of the South Carolina Rules of Civil Procedure, the arguments contained in the Claimant's aforementioned motion dated March 4, 2013 are hereby ADMITTED.

IT IS THEREFORE ORDERED that the Claimant's employment with US Food Service, Inc. is hereby reinstated at the effective date of November 2, 2005.

IT IS FURTHER ORDERED that the Defendants motion to dismiss Claimant's motion dated March 4, 2013 is hereby denied.

IT IS FURTHER ORDERED that the Defendants Representative, Erin L. Hantske, Esquire, shall immediately release to the Claimant all withheld temporary total compensation payments at the compensation rate of \$1,134.00 per week, effective November 2, 2005 within fifteen (15) days of service of this Order.

IT IS FURTHER ORDERED that Representative Hantske shall immediately release to the Claimant the 25% penalty on the withheld temporary total compensation payments effective November 2, 2005 within fifteen (15) days of service of this Order.

IT IS FURTHER ORDERED that should the Defendants fail to comply with this Order, the Commission may on its own, or by motion from the Claimant, issue a Rule to Show Cause upon the Defendants to show good cause before the Commission why the Defendants have failed to comply with the Orders of the Commission.

AND IT IS SO ORDERED.

March __, 2013

Columbia, South Carolina

Andrea C. Roche, Commissioner

Ex. 50 (3 of 134)

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO.: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC., Et Al

Employer AND Carrier,

Defendants.

Certificate of Service

This certifies that Alexander Guice, the Claimant, did mail a proposed Order Granting Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments, and certificate of service, via regular mail and certified mail, with sufficient first class and certified postage attached, on the practices listed below.


Alexander Guice
Post Office Box 45062
Tampa, Florida 33677
(813) 333-4046
Claimant, pro se

Signed this 18th Day of March, 2013
Hillsborough County, Florida

Copies Mailed To:

Virginia L. Crocker, Judicial Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202-1715
Confirmation No.: 70123460000222942716

Erin L. Huntske, Esquire
McAngus, Goudelock & Conrie, L.L.C.
Post Office Box 650007
Mt. Pleasant, South Carolina 29463
Confirmation No.: 70123460000222942723

Gary M. Cannon, Executive Director
Office of the Executive Director
S.C. WORKERS' COMPENSATION COMMISSION
Post Office Box 1715
Columbia, South Carolina 29202-1715

Ex. 80 (4 of 34)

Please use the 140262751 check (340337576 payment) to clear the items listed below:

Document	Invoice	Date	Discount	Gross Amount	Note
0003639595	RRBND	03/22/2013	0.00	25.00	
			0.00	25.00	
					Sum Total

PURSUANT TO WARRANT OF
RICHARD ECKSTROM
COMPTROLLER GENERAL

STATE OF SOUTH CAROLINA
Office of State Treasurer
CURTIS M. LOFTIS, JR.
STATE TREASURER

NQ 140262751 11-21
1210

Document NBR: 340337576

Agency: NBR: R080 - S C WORKERS' COMPENSATION COMM
TWENTY-FIVE USD

Date
03/26/2013

25.00

PAY--\$ *****25.00*

Pay To: Alexander Guice
PO BOX 45083
Tampa FL 33674

Curtis M. Loftis, Jr.
CURTIS M. LOFTIS, JR. STATE TREASURER

CONTINGENCIES ACCOUNT
WELLS FARGO BANK, NA

140262751 11-21 1210 200323304378710 EX. 50 (\$ of 134)

TERS' COMPENSATION COMMISSION
OX 1715
MBIA SC 29202-1715



Alexander Guice
PO Box 45082
Tampa FL 33674

140262751* R080 3403375776



Learn how to protect you, your family and business from identity theft.
Visit the State Treasurer's website at www.treasurer.sc.gov and
click on 'Financial Literacy'.

Curtis M. Loftis, Jr., State Treasurer

EX. 50 (6 of 134)

South Carolina Workers' Compensation Commission
1333 MAIN STREET, SUITE 500
P.O. Box 1715
COLUMBIA, SOUTH CAROLINA 29202-1715

RETURN SERVICE REQUESTED

Mr. Alexander Guice
PO Box 45062
Tampa, FL 33674

ENCLOSURE 33672

Mr. Alexander Guice
PO Box 45062
Tampa, FL 33674

EX-50(70+134)

Attachment I

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ALEXANDER GUICE

IN THE COURT OF COMMON PLEAS

COPY

CIVIL ACTION COVERSHEET

Plaintiff(s)

2013 APR 11 A 9:59

-CP-

vs.

US FOODSERVICE, INC., ET AL

Defendant(s)

Submitted By: ALEXANDER GUICE

Address: P.O. Box 45062

Tampa, FL 33677

SC Bar #:

Pro Se

Telephone #:

(813) 335-4046

Fax #:

(813) 898-2908

Other:

E-mail:

alguice@hotmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|---|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☐ Foreclosure (420) |
| ☐ General (130) | ☐ Previous Notice of Intent Case # | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☐ Breach of Contract (140) | 20 -CP- | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | ☐ Notice/ File Med Mal (230) | ☐ Personal Injury (350) | ☐ Possession (450) |
| | ☐ Other (299) | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |
| Immune Petitions | Administrative Law/Relief | Judgments/Settlements | Appeals |
| ☐ PCR (500) | ☐ Reinstate Drv. License (800) | ☐ Death Settlement (700) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Judicial Review (810) | ☐ Foreign Judgment (710) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Relief (820) | ☐ Magistrate's Judgment (720) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Permanent Injunction (830) | ☐ Minor Settlement (730) | ☐ Municipal (930) |
| | ☐ Forfeiture-Petition (840) | ☐ Transcript Judgment (740) | ☐ Probate Court (940) |
| | ☐ Forfeiture-Consent Order (850) | ☐ Lis Pendens (750) | ☐ SCDOT (950) |
| | ☐ Other (899) | ☐ Transfer of Structured Settlement Payment Rights Application (760) | ☒ Worker's Comp (960) |
| Special/Complex/Other | | ☐ Confession of Judgment (770) | ☐ Zoning Board (970) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | ☐ Petition for Workers Compensation Settlement Approval (780) | ☐ Public Service Comm. (990) |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) | ☐ Other (799) | ☐ Employment Security Comm (991) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in an Out-of-County Action (660) | | |
| | ☐ Sexual Predator (510) | | |

Submitting Party Signature:

Date:

4/8/2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

FILED
2013 APR 11 A 9:55
JETHA L. LARIGG
CLERK OF COURT
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

Case No.: 20 -CP-

Alexander Guice,

2013 APR 11 A 9:55

Plaintiff,

Versus

BETH A. CARRIGG
CLERK OF COURT
CLERK OF COURT

US Foodservice, Inc., et al,

SUMMONS

Defendants.

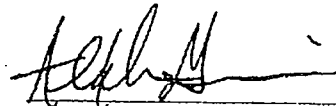
2013CP3201272

TO: ERIN L. HANTSKE, ESQUIRE, ATTORNEY FOR THE DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon: Clerk of Court, 205 East Main Street Lexington, South Carolina 29072. You must also serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within ten (10) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Tampa, Florida

April 8, 2013


Plaintiff, pro se

Address:

P.O. Box 45062

Tampa, Florida 33677

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

Case No.: 20 -CP- -

Alexander Guice,
P.O. Box 45062
Tampa, Florida 33677
(813) 335-4046

Plaintiff,

Versus

US Foodservice, Inc., et al,
P.O. Box 869
Lexington, South Carolina 29072
(803) 951-4200

Defendants.

COMPLAINT

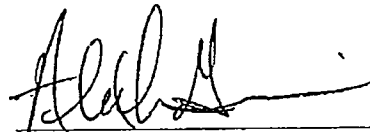
2013CP3201272

I, Alexander Guice, the Plaintiff in this civil action do make the following claim(s):

1. I believe the Defendant(s), US Foodservice, Inc., an employer located in Lexington County is within the jurisdiction of the Eleventh Judicial Circuit, and this Complaint is properly filed with the LEXINGTON CIRCUIT COURT.
2. I make this Complaint on the following: The South Carolina Workers' Compensation Commission erred by issuing a decision dated March 27, 2013 denying to adjudicate the Plaintiff's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments (Please see Supplement and supporting evidentiary documents).
3. I believe, because of the above information, that I am entitled to and do request a judgment to REVERSE the aforementioned decision dated March 27, 2013 and REMAND the Plaintiff's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments to South Carolina Workers' Compensation Commission for adjudication, and the reimbursement of any and all costs resulting from this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Date: April 8, 2013



Plaintiff, pro se

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

2013 APR 11 A Case No.: 20 -CP- -

Alexander Guice,
P.O. Box 45062
Tampa, Florida 33677
(813) 335-4046

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Plaintiff,

Versus

US Foodservice, Inc., et al,
P.O. Box 869
Lexington, South Carolina 29072
(803) 951-4200

Defendants.

SUPPLEMENT

2013CP3201272

BACKGROUND

Plaintiff filed a Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments on March 4, 2013 (Please see Exhibit 50, pages 32 thru 134 and Exhibit 51, pages 1 thru 11). Defendants filed a Defendant's Reply to Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments on March 14, 2013 (Please see Exhibit 50, pages 26 thru 31). Plaintiff filed an Answer to Defendant's Reply to Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments on March 17, 2013 (Please see Exhibit 50, pages 20 thru 25). Plaintiff filed a proposed Order Granting Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments on March 18, 2013 (Please see Exhibit 50, pages 17 thru 19). Defendants submitted comments regarding Plaintiff's proposed Order on March 25, 2013 (Please see Exhibit 50, pages 14 thru 16). Plaintiff submitted reply to Defendant's comments regarding proposed Order on March 27, 2013 (Please see Exhibit 50, pages 8 thru 13). South Carolina Workers' Compensation Commission (Commission) submitted a Decision returning the Plaintiff's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments on the grounds that "the Commission does not have subject matter jurisdiction" dated March 27, 2013 (Please see Exhibit 50, pages 1 thru 7).

ARGUMENT

1. The grounds used not to adjudicate the Plaintiff's aforementioned Motion dated March 4, 2013 by the Commission is not supported by the South Carolina Workers' Compensation Act (Act) - The Plaintiff's motion is seeking an order from the Commission to reinstate the Plaintiff's employment with the Defendant, as the Plaintiff has asserted that the grounds used by the Defendant to terminate the Plaintiff were unlawful. Additionally, the Plaintiff is also seeking by way of motion that the Commission orders the Defendants to release temporary total compensation payments, as the Plaintiff asserted that the Defendants

unlawfully terminated temporary total compensation payments, failing to comply with R. 67-506(D) of the Act. As the Plaintiff's employment was with the Defendant within the state of South Carolina, section 42-1-310 (1996) of the South Carolina Workers' Compensation Laws states,

Every employer and employee, except as stated in this chapter, shall be presumed to have accepted the provisions of this title respectively to pay and accept compensation for personal injury or death by accident arising out of and in the course of the employment and shall be bound thereby.

Furthermore, the parties mutually agreed that the Plaintiff's admitted work related injury and issues related to compensation payments were actionable under the provisions of the South Carolina Workers' Compensation Laws. The "subject matter jurisdiction" reason used by the Commission was vague in nature, and lacked the specificity and clearly expressed cause(s) to substantiate the Commission's actions. Because the grounds used by the Commission to return the aforementioned Motion dated March 4, 2013 was without merit, the Plaintiff would move this Court for a judgment reversing the Decision of the Commission dated March 27, 2013 and remanding the aforementioned motion dated March 4, 2013 to the Commission to be adjudicated.

2. **The Commission's Decision dated March 27, 2013 failed to advise the Plaintiff of his Appellate Rights** – Absent from the Commission's Decision dated March 27, 2013 was the required disclosure advising the Plaintiff of the civil and legal right to appeal the Commission's decision if the Plaintiff did not agree with the determination of the Commission. As it relates to the Commission's failure to disclose the Plaintiff's Appellate Rights, Policy No. 1.04 (A)(1) under the Subject: Staff Conduct and Behavior of the State of South Carolina Workers' Compensation Commission Administrative Policies and Procedures Manual (2011) states, "Employees shall respect and protect the civil and legal rights of all clients." Furthermore, the Plaintiff asserts that the failure of the Commission to disclose to the Plaintiff the Plaintiff's right to appeal is even more egregious, based on the fact that Plaintiff is self-represented, and has had no formal legal training or education. Because the Commission failed to disclose to the Plaintiff the Plaintiff's Right to Appeal in the Decision dated March 27, 2013, the Plaintiff would move this Court for a judgment reversing the Decision of the Commission dated March 27, 2013 and remanding the aforementioned motion dated March 4, 2013 to the Commission to be adjudicated.
3. **The Commission's Decision dated March 27, 2013 was not supported by motion or pleading from either of the parties** – Neither the Plaintiff nor the Defendant filed motions or pleadings arguing that the Commission did not have jurisdiction to adjudicate the aforementioned motion dated March 4, 2013. In fact, the Defendant's Reply to Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation

Payments dated March 14, 2013, as evidenced in Exhibit 50, pages 26 thru 31, failed to admit or deny the averments contained in the Plaintiff's aforementioned motion dated March 4, 2013, which violated Rule 8(b) of the South Carolina Rules of Civil Procedure (SCRCP). As stated in the Plaintiff's Claimant's Answer to Defendant's Reply to Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments (Exhibit 50, pages 17 thru 19), the Plaintiff asserted that all averments contained in the Plaintiff's aforementioned motion dated March 4, 2013 were admitted due to the Defendant's failure to comply with Rule 8(b) SCRCP pursuant to Rule 8(d) SCRCP. The Plaintiff believes that the Decision dated March 27, 2013 from the Commission was a deliberate and blatant attempt to defraud and deprive the Plaintiff out of the Plaintiff's entitled employment and unlawfully withheld temporary total compensation payments while simultaneously protecting what can only be described as the epic error by the Defendant's retained counsel, Erin L. Hantske of MeAngus Goudelock & Courie, LLC. Because the Commission's Decision dated March 27, 2013 was not supported by motion from either of the parties, the Plaintiff would move this Court for a judgment reversing the Decision of the Commission dated March 27, 2013 and remanding the aforementioned motion dated March 4, 2013 to the Commission to be adjudicated.

4. **Cost related to this action incurred by the Plaintiff** – As previously stated, the Plaintiff is unrepresented. The Plaintiff is also unemployed, living month to month from financial assistance from family members, and receiving entitled monthly Department of Veterans Affairs Disability Benefits regarding an unrelated matter. The Plaintiff has incurred the following expenses in presenting this action;
- a. Copying expenses - \$74.00
 - b. Postage expenses - \$30.00 (estimate) and
 - c. 13 hours preparing documents and the like.

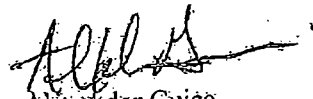
Although the Plaintiff is not an attorney, the Plaintiff asserts that Pro se litigants may be entitled to Attorney fees and costs under the Civil Rights Attorney's Fee Award Act of 1976, 90 Stat. 2641, as amended 42 USC 1988. The Plaintiff would respectfully yield to the discretion of the Court with respect to a proper hourly rate the Court would assert to the Plaintiff's time incurred with regards to preparing and submitting this action; through no fault of the Plaintiff.

CONCLUSION

Based on the foregoing, the Plaintiff would move this Court for a judgment awarding the Plaintiff costs incurred resulting from this action, reversing the Decision of the Commission dated March 27, 2013, and remanding the Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments dated March 4, 2013 to the Commission for adjudication.

Tampa, Florida
April 8, 2013

Respectfully submitted,


Alexander Guice
Post Office Box 45062
Tampa, Florida 33677
(813) 335-4046
Plaintiff, *pro se*

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

Case No.: 20 -CP- -

Alexander Guice,
P.O. Box 45062
Tampa, Florida 33677
(813) 335-4046

Plaintiff,

Versus

US Foodservice, Inc., et al,
P.O. Box 869
Lexington, South Carolina 29072
(803) 951-4200

Defendants.

BETH A. CARRIG
CLERK OF COURT
LEXINGTON, SC

INDEX OF EXHIBITS

LISTED BELOW, Alexander Guice, the *pro se* Plaintiff, the Moving Party, presents this Index of Exhibits containing Reports, and the like, to be used with regards to the COMPLAINT and SUPPLEMENT in the above-referenced matter. The Reports are listed in reverse chronological order IAW the Administrative Procedures Act, to the best of the Plaintiff's ability.

LIST OF EXHIBITS

Exhibit Number	Description	Date(s)	Page(s)
50	S.C. Workers' Compensation Commission (Commission) Decision dated March 27, 2013	03/27/2013	1 THRU 7
50	Letter to Commission from Alexander Guice	03/27/2013	8 THRU 13
50	Letter to Commission from Erin L. Hantske, Esq. (Attny Hantske) Representative for Defendants	03/25/2013	14 THRU 16
50	Proposed Order Granting Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments	03/18/2013	17 Thru 19
50	Alexander Guice (Claimant) - Claimant's Answer to Defendant's Reply to Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments	03/17/2013	20 Thru 25
50	Defendant's Reply to Claimant's Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments	03/14/2013	26 Thru 31
50 51	Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments	03/04/2013	32 Thru 134 1 Thru 11

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Alexander Guice', written over a horizontal line.

Alexander Guice
Post Office Box 45062
Tampa, Florida 33677
(813) 335-4046
Plaintiff, *pro se*

April 8, 2013
Tampa, Florida

Attachment J

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ALEXANDER GUICE,

IN THE COURT OF COMMON PLEAS

COPY

FILED
MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff(s)

vs.

C/A No: 2013-CP-32-01272

US FOODSERVICE, INC., EMPLOYER, and
ACE AMERICAN INSURANCE COMPANY C/O
GALLAGHER BASSETT SERVICES, INC.,
CARRIER,

Defendant(s)

Plaintiff's Attorney:

Alexander Guice, *Pro Se* Claimant Bar No.

Address:

Post Office Box 45062

Tampa, Florida 33677

phone: 813-335-4046 fax: (813) 898-2908

e-mail: alguice@hotmail.com

other:

Defendant's Attorney:

Erin L. Hantske Bar No. 76313

Address: McAngus, Goudelock & Courie, LLC

Post Office Box 650007

735 Johnnie Dodds Blvd., Suite 200 (29464)

Mt. Pleasant, South Carolina 29465

(843) 576-2900

Direct number: (843) 576-2946 Fax: (843) 534-0605

e-mail: erin.hantske@mgclaw.com com other:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Defendants' Motion to Dismiss

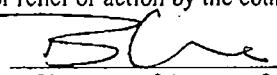
Estimated Time Needed: 30 minutes Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☐ Plaintiff / ☒ Defendant

May 2, 2013

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

ALEXANDER GUICE,

Claimant,

v.

US FOODSERVICE, INC.,

Employer,

and

ACE AMERICAN INSURANCE
COMPANY C/O GALLAGHER
BASSETT SERVICES, INC.,

Carrier,

Defendants.

FILED

2013 MAY 3 2 4: 14

COPY

IN THE COURT OF COMMON PLEAS

BETHA CARRICK
CLERK OF COURT
LEXINGTON SC

Civil Action No. 2013-CP-32-01272

**DEFENDANTS'
MOTION TO DISMISS**

YOU WILL PLEASE TAKE NOTICE that pursuant to S.C. Code of Laws §1-23-380 and §42-17-30, Defendants, by and through their undersigned attorney, hereby move to dismiss the appeal filed by Claimant Alexander Guice on April 8, 2013, and served upon Defendants April 22, 2013. This motion is based on the following grounds:

1. Claimant suffered a compensable injury by accident arising out of and in the course and scope of his employment on or about May 5, 2005, while working for U.S. Food Services, when he was involved in a motor vehicle accident.

2. Claimant received causally related medical treatment related to his accident and was released at maximum medical improvement by the authorized treating physician, Dr. Alan Tamadon on October 27, 2005.

3. The parties subsequently entered into a clincher settlement agreement signed by the Claimant and the attorney for the Employer/Carrier on December 22, 2005. The clincher was approved by the South Carolina Workers' Compensation Commission on January 5, 2006. (Exhibit "A")

4. Claimant subsequently filed a Form 30, Request for Commission Review, on November 11, 2012, alleging numerous issues on appeal, including an illegal settlement offer submitted by the Employer/Carrier, criminal conspiracy on the part of the Employer/Carrier, and a request that the Commission vacate the settlement agreement. (Exhibit "B")

5. Claimant then filed a Form 50, Request for Hearing, dated December 7, 2012, alleging entitlement to additional medical examination and treatment, temporary total disability benefits, and permanent disability as a result of injuries sustained arising out of his May 5, 2005, work-related motor vehicle accident while working for U.S. Food Services, Inc. (Exhibit "C")

6. The Claimant then filed two separate motions. The first was to transfer jurisdiction from Charleston County to Richland County since that was the location of the accident; and the second was to conduct the hearing via telephone as he currently resides in Tampa, Florida. (Exhibit "D")

7. In response to Claimant's Form 50, and motions filed with the Commission, Commissioner Susan S. Barden issued an Order on February 22, 2013, indicating that the Claimant settled his claim through a full and final settlement agreement, which was approved by the South Carolina Workers' Compensation Commission on January 5, 2006. In light of the full and final settlement agreement, the Single Commissioner denied Claimant's Hearing Request and indicated any and all motions filed pertaining to Claimant's workers' compensation claim are hereby dismissed. (Exhibit "E")

8. Claimant then filed an appeal with the Court of Common Pleas in the county of Lexington alleging the South Carolina Workers' Compensation Commission erred by issuing an Order dismissing Claimant's prior motions.

9. Defendants assert that the Court of Common Pleas in the county of Lexington is without proper jurisdiction to hear Claimant's appeal as Claimant has not exhausted all administrative remedies

prior to filing an appeal with the Circuit Court, and Claimant's proper recourse is to file an appeal with the Full Commission prior to filing any potential subsequent appeal with the Circuit Court as required by S.C. Code Ann. §§42-17-40, 42-17-50 and 42-17-60 (Supp. 1993).

10. Pursuant to the above cited sections of law and relevant case law, a decision of a Single Commissioner cannot be taken directly to the Circuit Court on appeal without first being reviewed by the Full Commission. *See, Janhrette v. Union Camp Paper Corp.*, 293 S.C. 59, 358 S.E.2d 704 (1987).

11. As such, Defendants assert Claimant has not exhausted his administrative remedies or followed the requisite procedure outlined in the South Carolina Workers' Compensation Act to properly appeal a decision of a Single Commissioner; and request Claimant's appeal be dismissed.

12. In the alternative, pursuant to S.C. Code Ann. § 1-23-380, which governs the appellate procedure for administrative agencies, including the Workers' Compensation Commission, "[a] preliminary, procedural, or intermediate agency action or ruling is immediately reviewable if review of the final agency decision does not provide an adequate remedy." (emphasis added)

13. Defendants initially assert the issues presented in Claimant's appeal do not represent a "final agency decision" as contemplated by § 1-23-380.

14. Moreover, Claimant has already appealed by way of Form 30, Request for Commission Review, to the Full Commission and is able to seek an adequate remedy through that appellate process.

15. Because an adequate remedy is available, Claimant's appeal of the denial of his motion is improper. The filing of two appeals concerning the same matter and subject matter is not in the interest of judicial economy and, in fact, could potentially lead to inconsistent results. Claimant's appeal in the Court of Common Pleas is not proper in this instance, as Claimant has an adequate remedy for addressing the Single Commissioner's Order by a proper appeal to the Full Commission of the South Carolina Workers' Compensation Commission.

WHEREFORE, Defendants respectfully request that the appeal filed by Claimant on April 8, 2013, be dismissed.

Respectfully submitted,


Erin L. Hantske, Esquire
McANGUS GOUDELOCK & COURIE, LLC
Post Office Box 650007 (29465)
735 Johnnie Dodds Blvd, Suite 200
Mt. Pleasant, South Carolina 29465
(843) 576-2900

ATTORNEY FOR DEFENDANTS

May 1, 2013

Attachment K

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP3201272

Alexander Guice	US Foodservice Inc	ACE American Insurance Co
PLAINTIFF(S)		DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant	

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or ☐ Other: _____
☐ modify arbitration award;

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE
CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

☐ See attached order; (formal order to follow)

☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information indicate N/A in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

	2141	6/14/2013
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on n/a, and a copy mailed first class or placed in the appropriate attorney's box on 14th day of June 2013, to attorneys of record or to parties (when appearing pro se) as follows:

Alexander Guice P O Box 45062 Tampa, FL 33677

Erin Leigh Hantske PO Box 650007 Mt. Pleasant, SC 29465

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/wh

Beth A. Carrigg - Clerk of Court

Court Reporter

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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ORIGINAL

1

STATE OF SOUTH CAROLINA
COUNTY OF ~~LEXINGTON~~ *Lexington*

IN THE COURT OF COMMON PLEAS

ALEXANDER GUICE,
Claimant,

Civil Action No. 2013-CP-32-01272

v.

US FOODSERVICE, INC.,
Employer,

ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS

and

ACE AMERICAN INSURANCE
COMPANY C/O GALLAGHER
BASSETT SERVICES, INC.,

Carrier,

Defendants.

FILED
2013 JUN 13 P 3:27
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

This matter came before the Court on June 3, 2013, upon Defendants' US Foodservice, Inc. and their workers' compensation insurance carrier by and through defense counsel for an Order dismissing this claim for lack of proper jurisdiction as the above-referenced Claimant has failed to exhaust his administrative remedies within the workers' compensation forum. Present at the hearing was Erin L. Hantske, Esquire, on behalf US Foodservice, Inc. and their workers' compensation insurance carrier. The *pro se* Claimant was not present at the hearing. The *pro se* Claimant had been provided notice of the hearing by the Lexington County Clerk of Court. Prior to the hearing, the *pro se* Claimant's name was called without an answer. At the call of the case, the *pro se* Claimant was not present or accounted for.

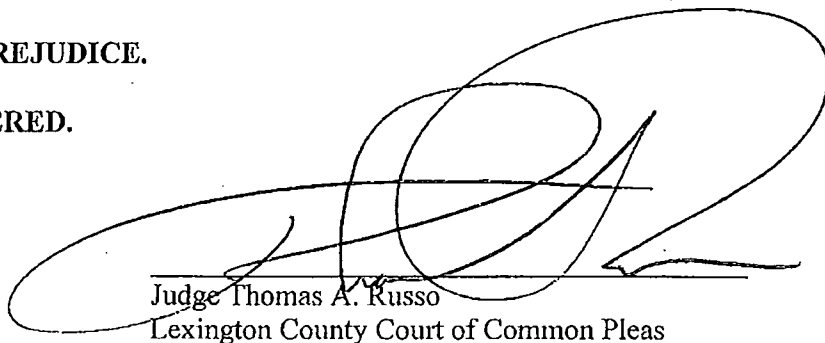
After reviewing the submissions including the Complaint, the Motion to Dismiss and the Memorandum in Support of Defendants' Motion to Dismiss, and listening to the arguments of counsel, I find the following:

1. The Claimant in the above-referenced case has failed to exhaust all administrative remedies within the workers' compensation forum prior to initiating this appeal in the Court of Common Pleas.
2. As such, the Court of Common Pleas does not have jurisdiction to hear the matters presented before it.
3. Upon exhaustion of all administrative remedies, the above-referenced Claimant may have an appeal to the Circuit Court once that agency has reached a final decision.
4. I find that Defendants' US Foodservice, Inc. and their workers' compensation insurance carrier's Motion to Dismiss is GRANTED and this matter is dismissed WITH PREJUDICE.

Based upon a review of the submissions and Defendants' Motion to Dismiss, it is therefore

ORDERED, ADJUDGED AND DECREED that Claimant's Complaint is hereby **DISMISSED WITH PREJUDICE.**

IT IS SO ORDERED.



Judge Thomas A. Russo
Lexington County Court of Common Pleas

Date: 6/10/13

Attachment L

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS
Alexander Guice

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP3201272

US Foodservice Inc

ACE American
Insurance Co

2013 SEP -6 P 4 30

BETH A. CANNON
CLERK OF COURT
LEXINGTON, SC

PLAINTIFF(S)

DEFENDANT(S)

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

Submitted by:

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

MOTION FOR RECONSIDERATION WAS HEARD ON SEPTEMBER 3, 2013 @10 AM. MR GUICE FAILED TO APPEAR FOR THIS HEARING. PRESENT WAS BEN CRUISE ON BEHALF OF ERIN HANTSKE FOR US FOOD SERVICE. MR. GUICE'S MOTION FOR RECONSIDERATION IS DENIED.

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

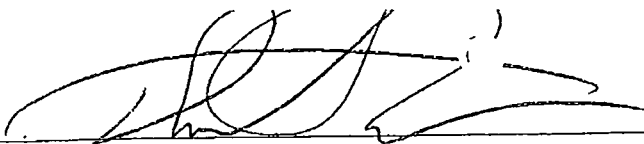
INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.



Circuit Court Judge

2141

Judge Code

09/06/2013

Date

For Clerk of Court Office Use Only

This judgment was entered on 6th of September 2013, and a copy mailed first class or placed in the appropriate attorney's box on 6th of September 2013, to attorneys of record or to parties (when appearing pro se) as follows:

Alexander Guice P O Box 45062 Tampa, FL 33677

Erin Leigh Hantske PO Box 650007 Mt. Pleasant, SC 29465

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg

Court Reporter

Beth A. Carrigg - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Attachment M

**APPELLATE PANEL
DECISION AND ORDER
OF THE
S. C. WORKERS' COMPENSATION COMMISSION**

W.C.C. FILE NO. 0506205

ALEXANDER GUICE

**EMPLOYEE,
CLAIMANT/APPELLANT,**

vs.

U.S. FOOD SERVICE, INC.,

EMPLOYER,

AND

GALLAGHER BASSETT SERVICES, INC.,

**CARRIER,
DEFENDANTS/RESPONDENTS.**

Appellate Panel Review held in Columbia, South Carolina, on May 21, 2013, per notices timely and properly served upon all parties of interest.

Appellate Panel Decision and Order filed
7-17, 2013

APPEARANCES:

This matter was decided without oral arguments pursuant to Reg. 67-701

Claimant/Appellant pro se

Defendants/Respondents represented by Erin L. Hantske, Esquire, Charleston, South Carolina

APPELLATE PANEL
DECISION AND ORDER
OF THE
S. C. WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO. 0506205

ALEXANDER GUICE

EMPLOYEE,
CLAIMANT/APPELLANT,

vs.

U.S. FOOD SERVICE, INC.,

EMPLOYER,

AND

GALLAGHER BASSETT SERVICES, INC.,

CARRIER,
DEFENDANTS/RESPONDENTS.

Appellate Panel Review held in Columbia, South
Carolina, on May 21, 2013, per notices timely and
properly served upon all parties of interest.

Appellate Panel Decision and Order filed
7-17, 2013

APPEARANCES: This matter was decided without oral arguments
pursuant to Reg. 67-701

Claimant/Appellant pro se

Defendants/Respondents represented by Erin L.
Hantske, Esquire, Charleston, South Carolina

STATEMENT OF THE CASE

The Appellant alleges sustaining injury to his low back, right knee, and neck by accident arising out of and in the course and scope of his employment with Respondents on or about May 5, 2005, when he was allegedly involved in a motor vehicle accident. At the time of his alleged accident, Appellant had an average weekly wage of \$1,154.00, and a corresponding compensation rate of \$592.56 (maximum compensation rate for injuries sustained in 2005). Appellant was treated by Dr. Allen Tamadon, who opined that Appellant reached maximum medical improvement on October 27, 2005, and assigned a 5% medical impairment rating to the whole person.

Subsequent to Appellant's release at maximum medical improvement, the parties entered into a Settlement Agreement and Release resolving Appellant's South Carolina Workers' Compensation File No. 0506205 on a full and final clincher basis for a lump sum payment of \$20,000.00. This Settlement Agreement was approved by the South Carolina Workers' Compensation Commission on January 5, 2006. Thereafter, the file was closed with the South Carolina Workers' Compensation Commission pursuant to a filed Form 19.

Appellant then filed a Form 50/Hearing Request dated December 7, 2012 and an Amended Form 50/Hearing Request on January 5, 2013, under the same Workers' Compensation Commission file number, 0506205, alleging a date of accident of May 5, 2005, and injury to the back, neck and right knee. Appellant requested additional medical examination and treatment for the alleged injuries, temporary total disability benefits from November 2, 2006 through the present and permanent partial disability benefits. Respondents timely filed a Form 51 denying any entitlement to additional medical care or treatment, temporary total disability benefits, or permanent disability benefits based upon the parties' previous Settlement Agreement to clincher

the claim approved by the South Carolina Workers' Compensation Commission on January 5, 2006. A hearing was scheduled for March 28, 2013 in Summerville, South Carolina before Commission Susan S. Barden. Prior to the scheduled hearing, Appellant submitted two motions: one requesting a telephonic hearing, and the other requesting a change of jurisdiction. On February 22, 2013, Commissioner Barden issued the following Order:

Claimant settled his claim (WCC No. 0506205) through a Full and Final Settlement Agreement which was approved by the South Carolina Workers' Compensation Commission on January 5, 2006. A Form 19 was submitted by Defendants as well.

In January 2013, Claimant filed a Form 50 relating to the claim (WCC No. 0506205) which he previously settled.

As this case was settled on a Full and Final basis on or about January 6, 2006, Claimant's hearing request is hereby denied, and the hearing set for March 28, 2013 in Summerville, South Carolina is cancelled. Further, any and all motions filed pertaining to WCC No. 0506205 are hereby dismissed as well.

AND IT IS SO ORDERED.

Within the statutory period, the pro se Claimant filed an Application for Review in the case setting forth his reasons, copies of which were furnished to all interested parties. Appellant requested this matter be heard without oral arguments. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered to the individual members of the Appellate Panel and has since been under study and consideration. By appeal, Claimant submitted the following:

1. "Did Commissioner Susan S. Barden have proper jurisdictional authority to make any judgments regarding WCC No. 0506205?"
2. "Was Commissioner Barden's Order invalid due to no regulatory or statutory grounds stated to support canceling the hearing?"
3. "Did the Order signed by Commissioner Barden on 02/22/13 violate Rule 5(b)(3) SCRC?"

4. "Did the Order signed by Commissioner Barden on 02/22/13, with respect to cancelling the hearing, violate Rule 7(b)(1) SCRCP?"
5. "Did Commissioner Barden's Order dated 02/22/13 violate the Appellant's Right to a Hearing?"
6. "Was the Appellant subjected to a conspiracy involving Commissioner Barden, Virginia L. Crocker, Judicial Director, and Erin L. Hantske, Esquire, the Representative for the Respondent?"
7. "Is Commissioner Barden's conduct subject to be reported to the South Carolina Ethics Commission IAW Rule 501(3)(D)(1) SCACR with respect to the Order dated 02/22/13?"

In an Appellant Review, the Appellate Panel shall, pursuant to S.C. Code Ann. Section 42-17-50 (1995), review the Award, weigh the evidence as presented, and, if good grounds be shown therefore, make its own Findings of Fact and reach its own Conclusions of Law consistent with or inconsistent with those of the Single Commissioner.

After careful review in the instance case, the Commission, by unanimous vote, has determined that the Single Commissioner's Order was correct in its entirety. Accordingly, the Appellate Panel has issued a **FULL AFFIRMATION** of the Single Commissioner's Order.

FINDINGS OF FACT

Based upon the documentary evidence submitted by the respective parties pursuant to the Administrative Procedures Act and the Commission file relative to this claim, we, the Appellate Panel, issue the following Order:

1. Claimant settled his claim (WCC No. 0506205) through a Full and Final Settlement Agreement which was approved by the South Carolina Workers' Compensation Commission on January 5, 2006. A Form 19 was submitted by Defendants as well.
2. In January 2013, Claimant filed a Form 50 relating to the claim (WCC No. 0506205) which he previously settled.

3. As this case was settled on a Full and Final basis on or about January 6, 2006, Claimant's hearing request is hereby denied, and the hearing set for March 28, 2013 in Summerville, South Carolina was appropriately cancelled. Further, any and all motions filed pertaining to WCC No. 0506205 are hereby dismissed as well.

CONCLUSIONS OF LAW

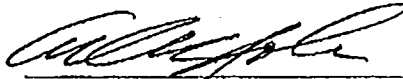
Under the South Carolina Workers' Compensation Act and other applicable law, it is the determination and conclusion of the Appellate Panel that:

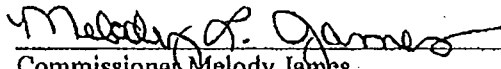
1. Pursuant to S.C. Reg. 67-801, Claimant settled his claim (WCC No. 0506205) through a Full and Final Settlement Agreement which was approved by the South Carolina Workers' Compensation Commission on January 5, 2006.
2. Pursuant to S.C. Code Reg. 67-801(E), the Employer and the Insurance Carrier are relieved from any further responsibility for payment of compensation or medical expenses, and by signing the Full and Final Settlement Agreement which was approved by the South Carolina Workers' Compensation Commission, the Claimant does not have the right to ask for additional payments in the future. As such, the hearing request and motions of the Claimant were appropriately denied.

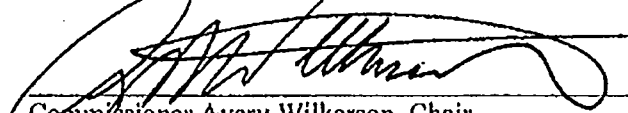
ORDER

IT IS THEREFORE ORDERED that the Order of the Single Commissioner is hereby **FULLY AFFIRMED** and the above Findings of Fact and Conclusions of Law are the decision of the Workers' Compensation Commission.

AND IT IS SO ORDERED.


Commissioner Andrea C. Roche


Commissioner Melody James


Commissioner Avery Wilkerson, Chair
b JR -

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served this order in the above entitled action upon 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 17 day of July, 2013.
By Valerie McDecker

Administrative Assistant to the Commissioner.

Alexander Guice (Reg. Cert.)
Eric L. Hartstee

Attachment N

2018.12550

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM SOUTH CAROLINA WORKERS' COMPENSATION
COMMISSION

FULL COMMISSION DECISION AND ORDER AFFIRMING THE ORDER OF

COMMISSIONER SUSAN S. BARDEN Dated February 25, 2013

W.C.C. Case No.: 0506205

US Food Service, Inc., et al,

Respondent,

V.

Alexander Guice,

Appellant.

NOTICE OF APPEAL

Alexander Guice appeals the decision of the Full Commission dated July 17, 2013. Appellant received written notice of entry of this decision on July 22, 2013.

August 19, 2013.



Alexander Guice
Post Office Box 45062
Tampa, Florida 33677
Phone: (813) 335-4046
alguice@hotmail.com
Appellant, *pro se*

Erin L. Hantske, Esquire
McAngus Goudelock & Courie, L.L.C.
Post Office Box 650007
Mt. Pleasant, South Carolina 29465
Phone: (843) 576-2946
Attorney for Respondent

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

FULL COMMISSION DECISION AND ORDER AFFIRMING THE ORDER OF

COMMISSIONER SUSAN S. BARDEN Dated February 25, 2013

W.C.C. Case No.: 0506205

US Food Service Inc., et al,

Respondent,

V.

Alexander Guice,

Appellant.

PROOF OF SERVICE

I certify that I have served a copy of a Notice of Appeal and a copy of an Appellate Panel Decision and Order dated July 17, 2013 by depositing a copy of the same in the United States Mail, postage prepaid, on August 19, 2013 and addressed to: Erin L. Hantske, Esq., McAngus, Goudelock & Courie, LLC, P.O. Box 650007 Mt. Pleasant, SC 29465; SCWCC, Attn: Judicial Dept. P.O. Box 1715, Columbia, SC 29202; and SC Court of Appeals, P.O. Box 11629 Columbia, SC 29211.

August 19, 2013


Alexander Guice
Post Office Box 45062
Tampa, Florida 33677
Phone: (813) 335-4046
Appellant, *pro se*

RECEIVED

MAR 03 2014

SC Court of Appeals