

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

**RECEIVED**

MAY 15 2014

**SC Court of Appeals**

APPEAL FROM LEXINGTON COUNTY  
COURT OF COMMON PLEAS

Thomas A. Russo, Circuit Court Judge

Case No.: 2013-002491

Alexander Guice, .....Appellant,

V.

US Foodservice, Inc., and Ace American Insurance Co.  
c/o Gallagher Bassett Service, Inc., .....Respondents'.

**MEMORANDUM WITH CITATION OF AUTHORITIES  
IN SUPPORT OF REPLY TO RESPONDENTS' RETURN IN  
OPPOSITION TO APPELLANT'S PETITION FOR REINSTATEMENT**

**LISTED BELOW**, and in accordance with Rule 240(c)(2) SCACR, please find the citation of authorities used in support of the Appellant's Reply to Respondents' Return in opposition to Appellant's Petition for Reinstatement, to include the citation of authority and corresponding page(s) the authorities can be reviewed as contained in the aforementioned motion..

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

May 12, 2014

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY  
COURT OF COMMON PLEAS

Thomas A. Russo, Circuit Court Judge

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SC Court of Appeals

Case No.: 2013-002491

Alexander Guice, .....Appellant,

V.

US Foodservice, Inc., and Ace American Insurance Co.  
c/o Gallagher Bassett Service, Inc., .....Respondents'.

**REPLY TO RESPONDENTS' RETURN IN OPPOSITION TO APPELLANT'S  
PETITION FOR REINSTATEMENT**

**PLEASE TAKE NOTICE** that ALEXANDER GUICE, the APPELLANT, proclaims the pleadings in this case are being filed by Appellant in *Propria Persona*, wherein pleadings are to be considered without regard to technicalities. Appellant was served with a copy of the Respondents' Return in Opposition to Appellant's Petition For Reinstatement dated May 8, 2014 via regular mail with service of the same to the Appellant on May 12, 2014. Pursuant to Rule 240 SCACR Appellant submits this Reply to Respondents' Return in Opposition to Appellant's Petition For Reinstatement, and would further state as follows:

1. **The Respondents return is without merit.** The Respondents, by way of Erin L. Hantske, Esquire (Attorney Hantske), asserts that the Respondents 'Motion to Dismiss' "adequately complied" with Rule(s) 240(c) and (c)(2) SCACR; however, a review of the Respondents Motion to Dismiss confirms the absence of a Memorandum of Citations in support

of the motion. Additionally, none of the supporting documents submitted by Respondents were “consecutively numbered”, which was also a requirement. If the Motion to Dismiss filed by the Respondents were in compliance with the South Carolina Appellate Court Rules, then Appellant asserts the April 24, 2014 Order dismissing this action should have stated as much, but failed to do so.

Furthermore, the Respondents, and the Court, continues to act with DELIBERATE IGNORANCE regarding the FACT that the “Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments” (**Return and Counterclaim, Exhibit “16” previously submitted**) filed by the Appellant with the workers’ compensation commission dated March 4, 2013 was **never** adjudicated by the Commission or the lower court. The Court Order dated April 24, 2014 failed to adjudicate whether Commission Executive Director Gary M. Cannon had the authority to issue a decision regarding a contested case before the commission, or address the fact that the Respondents filed a proper ‘Reply’ (**Return and Counterclaim, Exhibit “17” previously submitted**) to the aforementioned “Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments” wherein Attorney Hantske failed to “affirm or deny” the arguments contained in the aforementioned motion.

Still further, Attorney Hantske MADE NO MENTION, as evidenced in the Respondents ‘Return in Opposition to Appellant’s Petition for Reinstatement’, to the Appellant’s VALID ARGUMENT that Mr. Cannon’s letter dated March 27, 2013 returning the aforementioned “Motion for Reinstatement of Employment and Release of Temporary Total Compensation Payments” to the Appellant, un-adjudicated by the jurisdictional commissioner on the grounds “**the Commission does not have subject matter jurisdiction for the issues set forth in the**

**Motion” (Return and Counterclaim, Exhibit “21” previously submitted)** constituted a DECISION that is in fact appealable pursuant to Rule 201 SCACR. The aforementioned March 27, 2013 decision by Mr. Cannon prejudiced the substantial rights afforded to the Appellant, AND TO DATE, the aforementioned motion HAS NEVER BEEN LAWFULLY ADJUDICATED. Attorney Hantske cites the grounds asserted by the lower court order dated June 14, 2013 to dismiss this matter, although the order dated June 14, 2013 contains NO STATUTE, RULE, or CITATION OF CASE LAW in support of the opinion (*Return and Counterclaim, Exhibit “24” previously submitted*).

Additionally, the Respondents through Attorney Hantske asserts “The Circuit Court has not rendered a decision on the merits of this claim but, instead, dismissed Appellant’s previous appeal on the grounds that Appellant failed to exhaust his administrative remedies” (Respondents Return to Petition for Reinstatement, p. 2); however, the Appellant poses this question for the Appellate Court to consider, which respectfully should have been properly addressed and adjudicated in the April 24, 2014 Order: WHAT ADMINISTRATIVE REMEDIES UNDER THE ACT ARE AFFORDED TO A PARTY WITH RESPECT TO THE LEGAL RIGHT TO APPEAL OR OTHERWISE CHALLENGE A DECISION IN A CONTESTED CASE BEFORE THE COMMISSION THAT IS RENDERED BY THE EXECUTIVE DIRECTOR OF THE COMMISSION?

The lower court order dated June 14, 2013 as well as the April 24, 2014 Order from this Court reflects a pattern of deliberate ignorance with respect to hearing and deciding all matters brought before the Court with respect to the failure of the Commission to adjudicate the aforementioned motion for reinstatement of employment and release of temporary total compensation payments and instant actions of executive director Gary M. Cannon of the

Commission, and demonstrates a clear departure from the essential requirements of law.

Finally, it is more than understandable and expected that the Respondents would agree with the April 24, 2014 Order of this Court. However, it is the firm position of the Appellant that if the April 24, 2014 Order would have been favorable to the Appellant, and with respect to the arguments submitted the Respondents, the aforementioned Order only referenced the Respondents arguments by stating "RESPONDENTS FILED A RETURN" that the Respondents would have valid grounds to challenge that Order. The Order dated April 24, 2014 dismissing this action is CLEARLY BIASED to the Appellant, and the Respondents "Return" in opposition to Reinstatement of this matter is without merit.

2. **The Appeal must be reinstated based on the failure of the April 24, 2014 Order to adjudicate the Appellant's proper argument challenging the validity of the Settlement Agreement and Release.** The 'Respondents Return in Opposition to Appellant's Petition For Reinstatement' MAKES NO REFERENCE OR ARGUMENT in opposition to Appellant's assertion that the Settlement Agreement and Release entered into by the parties on December 22, 2005 and approved by the Commission on January 5, 2006 (*Return and Counterclaim, Exhibit "8", previously submitted*) is in willful violation of S.C. Code Ann. §42-1-620 and therefore must be invalidated by this Court.

Appellant asserts every Order rendered in this matter from the Commission favorable to the Respondents is predicated on the presumption that the Settlement Agreement and Release approved by the Commission, and in particular, Commissioner David W. Huffstetler, is valid. However, Appellant presented UNDISPUTED EVIDENCE which constitutes ABSOLUTE PROOF, NEVER DENIED OR CHALLENGED BY THE RESPONDENTS, that at the time the Respondents terminated the Appellant's compensation payments on December 4, 2005 the

Appellant had IN FACT received compensation payments for approximately **213 CONSECUTIVE DAYS**, to include the **FIRST 150 DAYS** pursuant to the WCC Form 18 – Periodic Report filed with the commission by the Respondents Representative (*Return and Counterclaim, Exhibit “6”, previously submitted*).

SC Code Ann. § 42-1-610 (1962) states in relevant part,

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

SC Code Ann. § 42-1-620 (1962) states in relevant part,

*No agreement by an employee to waive his rights to compensation under this Title shall be valid* (emphasis added).

Furthermore, S.C. Code Ann. §42-9-260(F) & (G) (1996) states in relevant part,

*(F) After the one-hundred-fifty-day period has expired, the commission shall provide by regulation the method and procedure by which benefits may be suspended or terminated for any cause, but the regulation must provide for an evidentiary hearing and commission approval prior to termination or suspension unless such prior hearing is expressly waived in writing by the recipient or the circumstances identified in Section 42-9-260(B)(1) or (B)(2) are present. Further, the commission may not entertain any application to terminate or suspend benefits unless and until the employer or carrier is current with all payments due.*

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

Still further, S.C. Code Reg. § 67-506(D) & (E) (1997) states in relevant part,

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

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

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

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

Therefore, Appellant could not legally settle, waive, or in any manner agree to terminate compensation payments received by the Appellant, **or** agree to relieve the Respondents continuing obligation to pay compensation benefit payments to the Appellant; (1) once the Appellant received compensation payments after 150 days; and (2) when the authorized health care provider, namely, Dr. Alan Tamadon, assigned an impairment rating, and reported to the Respondents that the Appellant was unable to perform the same or similar job due to the Appellant's work-related incapacity (*Return and Counterclaim, Exhibit "4", previously submitted*).

As such, this clearly erroneous Settlement Agreement and Release which violates S.C. Code Ann. § 42-1-620 (1962) is the only grounds asserted by the Respondents with respect to failing to comply with S.C. Code Ann. § 42-9-260(F) & (G) (1996) as well as S.C. Code Reg. §67-506(D) (1997), based on the fact that no STOP PAYMENT HEARING HAS EVER BEEN LAWFULLY REQUESTED BY THE RESPONDENTS OR CONVENED IN THIS MATTER BY THE COMMISSION, AS REQUIRED, and the fact that the Appellant duly challenged the validity of the Settlement Agreement and Release as contained in "*paragraph 4 (A)*", *pages 24-25* of the Appellant's 'Return and Counterclaim to Respondents Motion to Dismiss' which was previously submitted. This Court must reinstatement this matter and issue an opinion regarding the validity of the aforementioned Settlement Agreement and Release approved by the Commission on January 5, 2006 which was properly challenged by the Appellant.

Should the Court issue an opinion that the aforementioned Settlement Agreement and

Release is in fact **not valid** with respect for use by the Respondents to continue unlawfully termination of temporary total compensation payments, which the Appellant's argument of the illegality of the "clincher" was **never** contested by, but used in support of not paying compensation to the Appellant, by the Respondents (*See Exhibit "1, pages 2 & 5" enclosed herein ("Defendants deny that the Claimant is entitled to any additional benefits under the S.C. Workers' Compensation Act as he entered into a clincher settlement agreement to resolve his claim related to his accident of May 5, 2005 and this settlement was approved by the Commission")*), then Appellant asserts the Respondents would be lawfully required to **immediately** comply with S.C. Code Ann. § 42-9-260(F)&(G) (1996) and S.C. Code Reg. § 67-506(D) (1997) by immediately releasing illegally withheld temporary total compensation payments to the Appellant, at the mutually agreed upon average weekly wage of **\$1, 161.00** (*Return and Counterclaim, Exhibit "1", previously submitted*) with the carrier responsible for **66 and 2/3 percent** of the weekly wage, the employer responsible for **33 1/3 percent** of the weekly wage, effective **November 2, 2005** to date, plus the **25% penalty** on the illegally withheld compensation payments.

Further, the Court's proper and legal invalidation of the Settlement Agreement and Release or "clincher" would **automatically** result in the **vacating** of the invalid Order dated February 22, 2013 by Commissioner Susan S. Barden (*Return and Counterclaim, Exhibit "14", previously submitted*); the invalid "Decision and Order" dated July 17, 2013 by the Full Commission (*Return and Counterclaim, Exhibit "25", previously submitted*); the invalid March 27, 2013 decision by Executive Director Gary M. Cannon, the invalid June 14, 2013 Order of the lower court, and result in the immediate administrative dismissal of the current appeal before the lower court regarding the aforementioned July 17, 2013 'Decision and Order'

of the Full Commission, under Case Number 2014-CP-32-00399 before the Lexington County Court of Common Pleas.

### CONCLUSION

Under Standard of Review, the South Carolina Administrative Procedures Act establishes the standard for judicial review of decisions of the workers' compensation commission. Hargove v. Titan Textile Co., 360 S.C. 454, 617 S.E. 2d 369 (Ct. App. 2005). A reviewing court may reverse or modify a decision of an agency if the findings, inferences, conclusions, or decisions of that agency are "clearly erroneous in view of the reliable, probative and substantial evidence on the whole record." Brusey v. South Carolina Department of Health & Environmental Control, 360 S.C. 135, 141, 600 S.E. 2d 80, 84 (Ct. App. 2004). S.C. Code Ann. § 1-23-380(A)(6)(e). Under the scope of review established by the S.C. Administrative Procedures Act (APA), the Appellate Court may not substitute its judgment for that of the appellate panel as to the weight of the evidence on questions of fact, but may reverse where the decision is affected by an error of law. Liberty Mutual Insurance Company v. South Carolina Second Injury Fund, 363 S.C. 612, 611 S.E. 2d 297 (Ct. App. 2005); Frame v. Resort Services, Inc., 357 S.C. 520, 593 S.E. 2d 491 (Ct. App. 2004).

The substantial evidence rule of the APA governs the standard of review in a workers' compensation decision. Frame, 357 S.C. at 527, 593 S.E. 2d at 494; Corbin v. Kohler Company, 351 S.C. 613, 571 S.E. 2d 92 (Ct. App. 2002). In the instant case, and pursuant to the APA, the Appellate Court's review is limited to deciding whether the agency's decision to approve the Settlement Agreement and Release is unsupported by substantial evidence or is controlled by some error of law. Grant v. Grant Textiles, 361 S.C. 188, 191, 603 S.E.2d 858, 859 (Ct. App. 2004) ("A reviewing court will not overturn a decision by the workers' compensation

commission unless the determination is unsupported by substantial evidence or is affected by an error of law”). A review of the record clearly establishes that the Appellant received compensation payments for a period of 213 consecutive days, including the first 150 days. As such, the Respondents were, and remains obligated to pay temporary total compensation payments to the Appellant, at the mutually agreed average weekly wage of \$1,161.00 pursuant to S.C. Code § 42-9-260 (F) and S.C. Code Reg. § 67-506 (D). The Respondents have never applied for permission to terminate temporary total compensation payments to the Appellant by filing a WCC Form 21 in this matter with the Commission pursuant to S.C. Code Reg. § 67-506 (E).

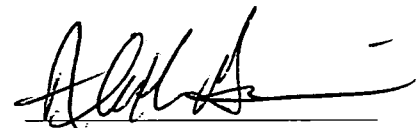
The Commission has never convened a stop payment hearing, and therefore has never lawfully granted permission to the Respondents to terminate compensation payments to the Appellant. The Settlement Agreement and Release entered into by the parties on December 22, 2005 and approved by the workers’ compensation commission **could not** serve in any way to settle, waive, resolve or terminate the Appellant’s legal right to continue receiving temporary total compensation payments. Pursuant to S.C. Code Ann. § 42-1-610 (1962) and S.C. Code Ann. § 42-1-620 (1962) the Appellate Court must vacate the aforementioned Settlement Agreement and Release.

In Stokes v. First National Bank, 298 S.C. 13, 377 S.E.2d 922 (S.C. App. 1988) this Court determined “Compensation laws constitute of form of social legislation and were enacted primarily for the benefit, protection and welfare of working men and their dependents; and such laws should be construed liberally in favor of the employees and their dependents, in furtherance of the beneficent purposes for which they were enacted and to avoid any incongruous or harsh results.” The Appellant has been unlawfully deprived access to entitled compensation benefits,

to include access to medical, dental and compensation payments since November 2, 2005, more than eight (8) years. The Appellant has been unemployed and unable to obtain any employment since being unlawfully terminated by the employer on or around November 2, 2005 (*Return and Counterclaim, Exhibit "5", previously submitted*). The actions of both the workers' compensation commission and the Respondents have had "incongruous" and "harsh" results upon the Appellant.

**WHEREFORE**, based on the foregoing, to include all pleadings and supporting documents filed in this action, Appellant moves the Court to deny the relief sought by the Respondents, REINSTATE this appeal, and AGGRESSIVELY ACT to vacate the Settlement Agreement and Release approved by the workers' compensation commission, and the like, relied upon by the Respondents to continue unlawful withholding of temporary total compensation payments to the Appellant **BECAUSE**;

1. **The Respondents Return in Opposition to Appellant's Petition for Reinstatement is without merit;**
2. **The Appeal must be reinstated based on the failure of the April 24, 2014 Order to adjudicate the Appellant's proper argument challenging the validity of the Settlement Agreement and Release; and**
3. **The grounds asserted in support of Reinstatement reflect valid issues previously argued by the Appellant which the April 24, 2014 Order failed to clearly address or adjudicate.**

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

May 12, 2014

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC.,

Employer,

AND

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

Carrier,

Defendants.

CERTIFICATE  
OF  
SERVICE

The undersigned certifies that she is an employee at MCANGUS GOUDELCK & COURIE, and that she has served, on the date set forth below, a copy of the document described below, in the above entitled action to the following persons, pursuant to Section 15-9-930 and Section 15-9-940 of the Code of Laws of South Carolina, 1976, by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

TO: Alexander Guice  
Post Office Box 8651  
Tampa, Florida 33674

South Carolina Worker's Compensation Commission  
1333 Main Street, Suite 500 Post Office Box 1715  
Columbia, South Carolina 29202-1715

DOCUMENT: Amended Form 51

DATE OF MAILING: January 14, 2013

  
Holly Hart

Legal Assistant to Erin L. Hantske

EXHIBIT  
1 OF 6

**SC Workers' Compensation Commission**

333 Main Street, suite 500 • Post Office Box 1715  
Columbia, South Carolina 29202-1715  
803)737-5723



WCC File #: 0506205

Carrier File #: 004063-032175-wc-01

Carrier Code #:

Employer FEIN #: 36-3642294

Alexander Guice 263-55-6377  
 Claimant's Name SSN  
 Post Office Box 8651  
 Tampa, Florida 33674  
 Address City State Zip  
 (813) 335-4046  
 Home Phone #  
 Erin L. Hantske  
 Preparer's Name  
 Work Phone #  
 McAngus Goudelock & Courie  
 Law Firm

US Foodservice, Inc.  
 Employer's Name  
 \*\*\*Employer Address\*\*\*  
 Address City State Zip  
 ACE American Insurance Company c/o Gallagher Bassett  
 Services, Inc.  
 Insurance Carrier  
 (843) 576-2946  
 Phone Number

Date of Accident: 5/5/05

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

- It is **admitted** that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are: Defendants admit claimant suffered a compensable injury by accident in the course and scope of his employment on or about May 5, 2005.
- It is **admitted** that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: \_\_\_\_\_
- It is **admitted** that the relationship of employer and employee existed at the time in question. The reasons for denial are: \_\_\_\_\_
- It is **admitted** that at the time in question the employee was performing service growing out of and incidental to his employment. The reasons for denial are: \_\_\_\_\_
- It is **admitted** that notice of injury was given to the employer. The reasons for denial are: \_\_\_\_\_
- It is **denied** that the employee needs/is entitled to additional medical care as a result of the injury. The reasons for denial are: The parties entered into a settlement agreement to clincher the claim and this clincher was approved by the S.C. Workers' Compensation Commission in 2006.
- It is **denied** that the employee is entitled to temporary total disability for the period(s) of: See No. 6 above.
- It is **denied** that the employee is permanently disabled. The reasons for denial are: See No. 6 above.
- It is **denied** that the employee has a serious disfigurement.
- It is contended that an average weekly wage of **\$1,154.00** applies, according to attached accounting of employee's earnings as provided by law.
- Further contentions or grounds of defense are: Defendants deny that the Claimant is entitled to any additional benefits under the S.C. Workers' Compensation Act as he entered into a clincher settlement agreement to resolve his claim related to his accident of May 5, 2005, and this settlement was approved by the Commission. The Commission closed their file pursuant to a filed Form 19 on January 17, 2006.
- Time needed for hearing: 30 minutes

I certify that I have served this document pursuant to R.67-211 by delivering a copy to:

Alexander Guice South Carolina Workers Compensation Commission  
 Post Office Box 8651 P. O. Box 1715  
 Tampa, Florida 33674 Columbia, SC 29202-1715

on the 14th day of January, 2013 by  first class mail;  personal service;  certified mail. I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature: [Signature] Attorney for Employer/Carrier: erin.hantske@mqclaw.com January 14, 2013  
 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 Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.



ATTORNEYS AT LAW

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

Amy - 2/10/13

January 14, 2013

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  
Our File No.: 2098.12550  
Claim No.: 004063-032175-we-01

Dear Ms. Crocker:

Please find enclosed the Amended Form 51 on behalf of the employer and carrier in the above matter for filing in your office.

By copy of this letter, we are serving a copy of the Amended Form 51 on the Pro Se Claimant, Alexander Guice.

Very truly yours,

Erin L. Hantske

9555  
OF

ELH/hah  
Enclosures

cc: Alexander Guice (w/encl.) (via Certified Mail & U.S. Mail)  
Don Merritt, Gallagher Bassett Services, Inc. (w/encl.)

SCWCC  
JHE  
JAN 16 2013  
JUDICIAL

EXHIBIT 1  
3 OF 6

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0506205

ALEXANDER GUICE,

Employee,

Claimant,

vs.

US FOODSERVICE, INC.,

Employer,

AND

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

Carrier,

Defendants.

CERTIFICATE  
OF  
SERVICE

The undersigned certifies that she is an employee at MCANGUS GOUDELCK & COURIE, and that she has served, on the date set forth below, a copy of the document described below, in the above entitled action to the following persons, pursuant to Section 15-9-930 and Section 15-9-940 of the Code of Laws of South Carolina, 1976, by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

TO:

Alexander Guice  
*(via Certified Mail and U.S. Mail)*  
Post Office Box 8651  
Tampa, Florida 33674

Robert G. Bacon, Esquire  
Bacon Law Firm  
1297 Professional Drive, Suite 101  
Myrtle Beach, South Carolina 29577

South Carolina Worker's Compensation Commission  
1333 Main Street, Suite 500 · Post Office Box 1715  
Columbia, South Carolina 29202-1715

DOCUMENT: Form 5k

EXHIBIT 1  
4 OF 6

**SC Workers' Compensation Commission**  
 333 Main Street, suite 500 · Post Office Box 1715  
 Columbia, South Carolina 29202-1715  
 803)737-5723



WCC File #: 0506205

Carrier File #: 004063-032175-we-01

Carrier Code #: \_\_\_\_\_

Employer FEIN #: 363642294

Alexander Guice 263-55-6377  
 Claimant's Name SSN  
 Post Office Box 8651  
 Tampa, Florida 33674  
 Address City, State, Zip  
 (813) 335-4046  
 Home Phone # Work Phone #  
 Erin L. Hantske McAnus Goudelock & Cougle  
 Preparer's Name Law Firm

US Foodservice, Inc.  
 Employer's Name  
 \*\*\*Employer Address\*\*\*  
 Address City, State, Zip  
 ACE American Insurance Company c/o Gallagher Bassett  
 Services, Inc.  
 Insurance Carrier  
 (843) 576-2946  
 Phone Number

Date of Accident: 5/5/05

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

1. It is admitted that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are: Defendants admit claimant suffered a compensable injury by accident in the course and scope of his employment on or about May 5, 2005.
2. It is admitted that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: \_\_\_\_\_
3. It is admitted that the relationship of employer and employee existed at the time in question. The reasons for denial are: \_\_\_\_\_
4. It is admitted that at the time in question the employee was performing service growing out of and incidental to his employment. The reasons for denial are: \_\_\_\_\_
5. It is admitted that notice of injury was given to the employer. The reasons for denial are: \_\_\_\_\_
6. It is denied that the employee needs/is entitled to additional medical care as a result of the injury. The reasons for denial are: The parties entered into a settlement agreement to clincher the claim and this clincher was approved by the S.C. Workers' Compensation Commission in 2006.
7. It is denied that the employee is entitled to temporary total disability for the period(s) of: See No. 6 above.
8. It is denied that the employee is permanently disabled. The reasons for denial are: See No. 6 above.
9. It is denied that the employee has a serious disfigurement.
10. It is contended that an average weekly wage of \$1,154.00 applies, according to attached accounting of employee's earnings as provided by law.
11. Further contentions or grounds of defense are: Defendants deny that the Claimant is entitled to any additional benefits under the S.C. Workers' Compensation Act as he entered into a clincher settlement agreement to resolve his claim related to his accident of May 5, 2005, and this settlement was approved by the Commission. The Commission closed their file pursuant to a filed Form 19 on January 17, 2006.
12. Time needed for hearing: 30 minutes.

I certify that I have served this document pursuant to R.67-211 by delivering a copy to:

Alexander Guice South Carolina Workers' Compensation Commission  
 Post Office Box 8651 P. O. Box 1715  
 Tampa, Florida 33674 Columbia, SC 29202-1715

Robert G. Bacon, Esquire  
 Bacon Law Firm  
 1297 Professional Drive, Suite 101  
 Myrtle Beach, South Carolina 29577

on the 27th day of December, 2012 by  first class mail;  personal service;  certified mail.  
 I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature \_\_\_\_\_ Attorney for Employer/Carrier: ern.hantske@mcclaw.com  
 Title \_\_\_\_\_ Email \_\_\_\_\_ Date December 27, 2012

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 Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

EXHIBIT 1  
 5 OF 6



ATTORNEYS AT LAW

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

December 27, 2012

Virginia Crooker, 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 v/o  
Gallagher Bassett Services, Inc.  
Date of Accident: May 5, 2005  
WCC File No.: 0506205  
Our File No.: 2098.12550  
Claim No.: 004063-032175-wc-01

Dear Ms. Crooker:

This firm has been retained to represent the employer and carrier in the matter referenced above. Please find enclosed the Form 51 on behalf of the employer and carrier in the above matter for filing in your office.

By copy of this letter, we are serving a copy of the Form 51 on the Pro Se Claimant, Alexander Guice.

Very truly yours,

Erin L. Hantske

ELH/gcm  
Enclosures

cc: Alexander Guice (w/encl.) (via Certified Mail & U.S. Mail)  
Robert G. Bacon, Esquire, Bacon Law Firm (w/encl.)  
Don Merritt, Gallagher Bassett Services, Inc. (w/encl.)

EXHIBIT 1

6 OF 6

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY  
COURT OF COMMON PLEAS

Thomas A. Russo, Circuit Court Judge

Case No.: 2013-002491

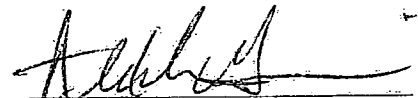
Alexander Guice, ..... Appellant,

V.

US Foodservice, Inc., and Ace American Insurance Co.  
c/o Gallagher Bassett Service, Inc., ..... Respondents'.

**PROOF OF SERVICE**

I HEREBY CERTIFY to the Clerk of Court that a copy of a 'Reply to Respondents' Return in Opposition to Appellant's Petition for Reinstatement'; a Memorandum with citations of authorities in support of Reply to Respondents' Return in Opposition to Appellant's Petition for Reinstatement and proof of service was provided to the Respondents' by depositing the same in the U.S. Postal Service on May 12, 2014 and addressed to: Erin L. Hantske, McAngus Goudeock and Courie, LLC P.O. Box 650007 Mt. Pleasant, SC 29465 on this 12<sup>th</sup> day of May 2014.



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

May 12, 2014

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY  
COURT OF COMMON PLEAS

Thomas A. Russo, Circuit Court Judge

Case No.: 2013-002491

Alexander Guice, .....Appellant,

V.

US Foodservice, Inc., and Ace American Insurance Co.  
c/o Gallagher Bassett Service, Inc., .....Respondents'.

**PROOF OF SERVICE**

I HEREBY CERTIFY to the Clerk of Court that a copy of a 'Reply to Respondents' Return in Opposition to Appellant's Petition for Reinstatement'; a Memorandum with citations of authorities in support of Reply to Respondents' Return in Opposition to Appellant's Petition for Reinstatement and proof of service was provided to the Respondents' by depositing the same in the U.S. Postal Service on May 12, 2014 and addressed to: Erin L. Hantske, McAngus Goudelock and Courie, LLC P.O. Box 650007 Mt. Pleasant, SC 29465 on this 12<sup>th</sup> day of May 2014.



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

May 12, 2014

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**SC Court of Appeals**