THE STATE OF SOUTH CAROLINA
In The Supreme Court

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S.C. Supreme Court

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Opinion No. 4923 (S.C. Ct. App. filed December 21, 2011)

Christopher Price . . . . . Claimant,

vs.

Peachtree Electrical Services, Inc. and
Builders Mutual Insurance Company,
Employer/Carrier . . . . . Petitioners,

vs.

Bob Wire Electric, Inc., self-insured Employer,
through South Carolina Home Builders Association SIF . . . . . Respondents.

APPENDIX
VOLUME 1 OF 2

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2009-CP-22-0087

Christopher Price,.....Claimant,

v.

Peachtree Electrical Services, Employer, and
Builders Mutual Insurance Company, Carrier,.....Respondent,

and

Bob Wire Electric, Inc., and the South Carolina
Home Builders Self Insurers' Fund.....Appellants.

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BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Christopher Price Claimant, vs. Peachtree Electrical Services Employer, and Builders Mutual Insurance Co. Carrier/Defendants	)	WCC File No. 0220142 **TRANSMITTAL ORDER**

A Motion regarding the following issue(s) has been received:

_____ Discovery or a Subpoena
_____ Appointment of a Guardian ad Litem
_____ Attorney's appearance before the Commission
_____ Withdrawal of Representation
_____ Attorney's Fee
_____ Claim Pending Commission Review
_____ _____ Postpone _____ Adjourn the Scheduled Hearing
_____ Self-insurance Privileges
_____ Penalties and Interest
_____ Third Party Practice
__X__ Other: Add Bob Wire Electric Inc. and its carrier, S.C. Home Builders, as parties.

The following disposition has been made: __X__Granted _____Denied
_____Set for a hearing _____ Have attorneys brief the issue

Reasons:

Columbia, SC

June 21, 2005

Susan S. Barden
Commissioner, SCWCC

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SCHBSIF

Copy of 2-3-05 Form 50 attached. prb

CERTIFICATE OF SERVICE
This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United States mail addressed to the attorney or attorneys for said parties.
This 21st day of June, 2005
By Penni R. Henry
Administrative Assistant to the Commissioner

NDD
RCO
SCHB

FULL COMMISSION ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 0220142

CHRISTOPHER PRICE,

EMPLOYEE\CLAIMANT,

- V -

PEACHTREE ELECTRICAL SERVICES and BOB WIRE ELECTRIC, INC.,

EMPLOYERS,

AND

BUILDERS MUTUAL INSURANCE COMPANY and S.C. HOME BUILDERS SIF,

CARRIERS\DEFENDANTS.

ORDER

Claimant represented by N. David Durant, Esquire, of Surfside Beach, South Carolina.

Defendants/Peachtree Electrical Services and Builders Mutual Insurance Co. represented by Richard C. Detwiler, Esquire, of Columbia, South Carolina.

Defendants/Bob Wire Electric, Inc. and S.C. Home Builders SIF represented by Andrew D. Smith, Esquire, of Mt. Pleasant, South Carolina.

This matter came before the South Carolina Workers' Compensation Full Commission on August 29, 2005 on Defendants'/Bob Wire and Home Builders SIF's appeal from Commissioner Barden's Transmittal Order granting a Motion to Add Additional Parties. The Commission has reviewed the entire record in this matter. Based on our review, we enter the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. Commissioner Barden granted Peachtree Electrical Services and Builders Mutual Insurance Company's Motion to add Bob Wire Electric, Inc. and SC Home Builders SIF as party-defendants. A Transmittal Order was issued on June 21, 2005.

2. Counsel for Bob Wire Electric, Inc. filed a Form 30 on July 12, 2005, appealing the Transmittal Order.

3. Orders adding defendants are not immediately appealable.

Based upon the findings of fact are the following:

CONCLUSIONS OF LAW

1. An order making a third party a defendant is not directly appealable. Edgefield County Hospital Trustees v. Cannon Construction and Supply Co., 273 S.C. 500, 257 S.E.2d 501 (1979)

ORDER

IT IS, THEREFORE, ORDERED the appeal is dismissed as interlocutory and not directly appealable.

AND IT IS SO ORDERED.

David W. Huffstetler, Chairman

Columbia, South Carolina

9-19, 2005

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0220142

Christopher Price,
Employee/Claimant,

-vs-

Peachtree Electrical Services,
Employer, and

Builders Mutual Insurance,
Carrier, Defendants.

HEARING: Held on June 5, 2006, in Myrtle Beach, South Carolina, per notices timely and properly served upon all parties of interest.

APPEARANCES: N. David Durant, Esq., Surfside, South Carolina, appearing on behalf of the Claimant.

Richard C. Detwiler, Esq. Columbia, South Carolina, appearing on behalf of Peachtree Electrical Services and Builders Mutual Insurance.

Andrew D. Smith, Esq., Trask & Howell, L.L.C., Mt. Pleasant, South Carolina, appearing on behalf of Bob Wire Electrical and the SC Home Builders.

PURPOSE OF HEARING: To determine if Peachtree Electrical Services and Builders Mutual Insurance may stop payment; and if so, to determine if the Claimant is entitled to any further benefits and whether they are entitled to a credit for temporary benefits paid in excess of award. Also, to determine whether Bob Wire Electrical and S.C. Home Builders have any liability under the Act.

DECISION & ORDER: By David W. Huffstetler, Commissioner

FILED: July 5, 2006

STIPULATIONS

Counsel for both parties stipulated to the following:

1. The purpose of the hearing is to determine the issues as set forth on Peachtree Electrical Services and Builders Mutual Insurance Form 21.
2. Notice of the hearing for the claim was properly served upon all parties of interest.
3. Venue, set in Horry County is proper, as agreed by the Parties.
4. The South Carolina Workers' Compensation Commission has jurisdiction of this claim.
5. The Claimant's average weekly wage at the time of the accident at Peachtree Electrical Services was $514.84 resulting in a compensation rate of $343.24.
6. The Claimant has not filed a Form 50 against Bob Wire Electrical or S.C. Home Builders SIF alleging, a date of accident during his employ at Bob Wire Electrical.
7. To determine whether Bob Wire Electrical and S.C. Home Builders SIF has any liability under the Act.

APA SUBMISSIONS

The following items were timely and properly submitted into evidence by the Claimant pursuant to the Administrative Procedures Act.

APA #	DESCRIPTION	DATES	PAGES
1	Dr. William Mills	1/12/05	1-2
2	Operative Report	6/15/04	3-4
3	Impairment Rating by Dr. William L. Mills, Coastal Orthpaedic	5/5/05	5

The following items were timely and properly submitted into evidence by the Defendant Peachtree Electrical Services pursuant to the Administrative Procedures Act.

APA #	DESCRIPTION	DATES	PAGES
4	Med Plus (Dr. James Turek)	12/9/02-12/11/02	6-10
5	Conway Hospital	1/7/03-6/15/04	11-32
6	Coastal Orthopaedic Associates (Wilbur Mills, MD/Jeffrey Wilkins, MD)	1/2/03-3/14/03	33-96
7	Clinical Pathology Assoc.	4/22/03-6/15/04	97-98
8	Coastal Physical Therapy	1/16/03-5/15/03	99-116
9	Strand Regional Specialty Associates (Dr. Jeff Benjamin)	2/14/03	117-119
10	Waccamaw Community Hospital	3/28/03	
11	Long Bay Rehab	12/3/04	120-125
12	Dr. Luis Fernandez		
13	Dr. John Ligouri		
14	Deposition Transcript Christopher Price	12/18/03	126-158
15	Deposition Transcript Christopher Price	2/1/05	159-174
16	Deposition Transcript Christopher Price	8/30/05	175-190
17	Deposition Transcript Robert Conroy	10/12/05	191-198

The following items were timely and properly submitted into evidence by the Defendant Bob Wire Electrical pursuant to the Administrative Procedures Act.

APA #	DESCRIPTION	DATES	PAGES
18	William L. Mills, M.D.	1/20/05 – 5/5/05	199-202

EXHIBIT#	DESCRIPTION	DATES	PAGES
19	Note from Sandra Soles re: Claimant	2/10/03	203
20	Form 50	2/3/05	204
21	Motion to Add a Party and For Continuance	5/2/05	205-207
22	Transmittal Order	6/21/05	208
23	Form 30, Request for Commission Review	7/12/05	209-210
24	Motion to be Removed as Party Defendant	7/13/05	211-214
25	Letter from Office of Attorney General Re: insurance fraud complaint	9/23/05	215
26	Deposition transcript of Robert Conroy	10/12/05	216-242

STATEMENT OF THE CASE

This case is before the undersigned Commissioner pursuant to Defendant/Peachtree Electrical Services filing of a Form 21, request to stop payment of temporary total disability benefits.

Peachtree Electrical Services contends the Claimant reached maximum medical improvement on August 8, 2003, and it seeks credit for any temporary compensation paid after that date. Peachtree Electrical Services takes the position it is liable for medical treatment and permanent partial disability, although it is their position any benefits paid after an alleged injury at Bob Wire Electrical or any permanent partial disability as a result of the alleged injury is the responsibility of Bob Wire Electrical.

Per Transmittal Order, Bob Wire Electrical was added as a party on June 21, 2005. On July 12, 2005 Bob Wire Electrical appealed the Transmittal Order to have it vacated and reversed, which was found interlocutory by the Commission. Bob Wire Electrical preserves their

position they should not have been made a party to this hearing. Bob Wire Electrical further takes the position that the claim is barred by S.C. Code §42-15-40. They take the position that no claim has been brought against them by the Claimant. They further take the position that Peachtree Electrical Services should be *estopped* from seeking any reimbursement for temporary compensation or medical treatment prior to the time that their Motion was filed, on April 22, 2005, to add them as a party.

The Claimant takes the position he reached maximum medical improvement on May 5, 2005. He contends that he is permanently and totally disabled.

EVIDENCE OF THE CASE

The record includes the testimony of the Claimant, Christopher Price, as well as the aforementioned APA submissions.

At the time of the hearing, the Claimant was thirty-six (36) years old. He is divorced and has no children. The Claimant graduated from high school. He has taken some technical and nursing courses. The Claimant has worked as a warehouse foreman and health care provider. He worked as an electrician for the last six years.

On December 9, 2002 the Claimant was working for Peachtree Electrical Services at Devine's Fishhouse. While in the crawl space underneath the restaurant tracing out wire, the Claimant crashed through a hole and injured his back. Peachtree Electrical Services admitted the accident. Dr. William L. Mills was the Claimant's authorized treating physician. The Claimant complained of severe back pain and radiculopathy extending down his lower legs. The Claimant underwent a diskectomy on April 22, 2003. On July 7, 2003, Dr. Mills released the Claimant to maximum medical improvement, and the Claimant was released to return to work on August 8,

2003. However, the Claimant testified he continued to have severe back pain at the time Dr. Mills released him to return to work.

Question: *"But isn't true that ever since Dr. Mill's released you in August 2003 that everything was aggravating your back? Getting out of bed in the morning, taking showers, sitting, standing, all those – any household activity was aggravating your back; is that correct?"*

Answer: *"That's correct. I was told the current pain would be something I had every day. It didn't matter whether I did something or whether I didn't. I was still going to be in pain."*

(Hearing Transcript p. 20, l. 9-18)

It is the Claimant's understanding at the time Dr. Mill's released him he would potentially need another surgery, in the future.

Question: *"And it was your understanding at that time that you were going to have to undergo a second surgery; correct?"*

Answer: *"That the potential for a second surgery was there, yes".*

(Hearing Transcript p. 27, l. 11-15)

Further, when Dr. Mills released the Claimant, the Claimant did not believe he was able to return to work, but he needed money.

Question: *"Would you dispute the fact that his records indicate just one month prior to being released to maximum medical improvement that you had a quote, 'severe lower back pain?'"*

Answer: *"Yes, I was still having pain in my back even though he released me to go back to work, yes."*

Question: *"And in fact at the time that he said that you were at maximum medical improvement you didn't believe you were ready to return back to work and you were still having back pain; isn't that true?"*

Answer: *"Yes. That's true."*

(Hearing Transcript p. 16, l. 24-25 & p. 17, l. 1-9)

Upon being released, the Claimant attempted to go back to work for Peachtree Electrical Services. Peachtree Electrical Services informed the Claimant they did not have a job for him. The Claimant testified that when he tried to return to work at Peachtree Electrical Services they "didn't want me back" and was told to go find work elsewhere. (Hearing Transcript p. 18, l. 3-7). Thus, the Claimant got a position with Bob Wire Electrical in October 2003. The Claimant testified that prior to going to work for Bob Wire Electrical normal daily activities aggravate his back including getting out of bed, taking showers, sitting, standing or any household activity. The Claimant testified he was unable to work full time because of the continued pain in his back. The Claimant worked approximately 15 hours per week.

Question: *"And you attribute all of your back pain that you were having at that point in time back to the accident at Peachtree Electrical; did you not?"*

Answer: *"Right. Yes".*

Question: *"And you agree you did not injure your back at Bob Wire Electrical, do you not?"*

Answer: *"I had—I believe that it was from the original accident* [at Peachtree Electrical] *why I was having the pains now, yes."*

Question: *"And you don't believe pulling that light conduit at Bob Wire Electrical has anything to do with your current back pain, do you?"*

Answer: *"Well, at the time I didn't think it did, no."*

(Hearing Transcript p. 19, l. 3-19)

While working at the Murrells Inlet Scuba Express jobsite for Bob Wire Electrical, the Claimant experienced some back pain while pulling some "small" (not thick) wires. Despite this incident, the Claimant testified he attributes his current back pain to the accident at Peachtree Electrical Services. Furthermore, Peachtree Electrical Services did not obtain any medical evidence from a physician indicating the Claimant injured himself at Bob Wire Electrical. In fact, Dr. Mill's medical records do not reflect the Claimant injured himself at Bob Wire Electrical even though he saw Dr. Mills right after the alleged incident.

Question: *"And you saw Dr. Mills right after this incident happened—"*

Answer: *"Yes, I did."*

(Hearing Transcript p. 15, l. 20-22)

Despite this incident, the Claimant testified he attributes his current back pain to the accident at Peachtree Electrical Services. At the Claimant's August 30, 2005 discovery deposition, which was submitted into evidence, the Claimant testified as follows:

Question: *"Okay. Do you believe anything having to pull on that wire injured your back, or do you believe it's related to your original injury at Peachtree."*

Answer: *"The original injury. It had nothing to do with pulling a wire."*

(Claimant's Deposition p. 60, l. 16-20)

Then again at the Hearing the Claimant testified as follows:

Question: *"You believe that your current condition is related back to your employment at Peachtree Electrical; do you not?"*

Answer: *"Yes."*

(Hearing Transcript p. 20, l. 3-6)

Robert Conroy is the owner of Bob Wire Electrical. Mr. Conroy's October 12, 2005 deposition was submitted into evidence. Mr. Conroy testified the Claimant only worked for Bob Wire Electrical for a five-six week span. Mr. Conroy testified that the Claimant never reported a work-related injury while working with Bob Wire Electrical.

Question: *"He [Mr. Arruda] never said anything to you about Mr. Price pulling wire and injuring his back?"*

Answer: *"No."*

Question: *"Have you ever heard that story before from anywhere?"*

Answer: *"No, I have not."*

(Deposition of Robert Conroy p. 20, l. 2-7)

Question: *"Mr. Price never told you that he hurt his back working on the Scuba Express job?"*

Answer: *"Not to my recollection. He never complained about any injuries. That I'm aware of."*

(Deposition of Robert Conroy p. 20, l. 13-16)

Question: *"And you never have received any notice of Mr. Price of being injured on a work related job in which he was working?"*

Answer: *"No."*

(Deposition of Robert Conroy p. 26, l. 21-24)

FINDINGS OF FACT

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act.
2. The Claimant suffered an admitted injury to his back when he stepped through a hole while working for Peachtree Electrical Services.
3. As a result of that injury, the Claimant underwent surgery at the hands of Dr. Mills, the Claimant's primary treating physician.
4. The Claimant testified he took a job with Bob Wire Electrical working 15 hours a week, in October 2003.
5. He further testified that, while pulling 3 or 4 small wires through conduit, he felt severe pain in the same area of his back that was injured on November 9, 2002.
6. He did not report it as a new injury, which is validated in Robert Conroy's deposition.
7. Mr. Conroy said the first he heard of a purported injury with Bob Wire Electrical was at the deposition on October 12, 2005.
8. The Claimant has not filed a claim against Bob Wire Electrical.
9. Since the date of the Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20 from recovery.
10. However, this point is moot because he brings no claim against them.
11. At the time of the hearing, the Claimant testified he believes that all his problems stem from the injury with Peachtree Electrical Services.

12. None of the parties deposed Dr. Mils to ask his opinion concerning the purported incident with Bob Wire Electrical and I find no opinion in the medical reports that would indicate that pulling 3 or 4 wires would cause a back injury.

13. Bob Wire Electrical and South Carolina Home Builders Association were made parties to the hearing through a transmittal order from Commissioner Barden in response to Peachtree Electrical's motion.

14. That makes them a party to the hearing; it does not establish an injury by accident while the claimant was in their employ.

15. The Claimant testified that he understood after the first surgery that he was at risk for a second surgery.

16. The Claimant's testimony is that he was not injured by accident arising out of his employment with Bob Wire Electrical and there is no medical evidence to indicate that his disability or the need for the second surgery was occasioned by an injury with Bob Wire Electrical.

17. It would be pure speculation for me to find an injury when there is no testimony or medical evidence to support that finding.

18. It appears the Claimant's symptoms recurred after he became active.

19. This resulted in a second surgery (fusion).

20. Dr. Mills opines to a 20% impairment of the back in his January 20, 20005 report and goes on to say, "this appears to be all one process."

21. He also recommends continuing pain management therapy.

22. The Claimant did not give very much testimony concerning his current problems.

RULINGS OF LAW

1. Under S.C. Code Ann. §42-1-130, the Claimant was a covered Employee at the time in question and under S.C. Code Ann. §42-1-140, the Employer was a covered Employer.
2. Under S.C. Code Ann. §42-15-30(19) the Claimant sustained thirty-five (35%) permanent partial disability to the back while working for Peachtree Electrical Services.
3. Under S.C. Code Ann. §42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course and scope of his employment with Bob Wire Electrical.
4. Under S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20, any claim against Bob Wire Electrical is barred.

ORDER

IT IS, FURTHER ORDERED that the Claimant reached maximum medical improvement on May 5, 2005.

IT IS, FURTHER ORDERED that Defendants Peachtree Electrical Services are entitled to a credit for temporary total disability benefits paid since May 5, 2005.

IT IS, FURTHER ORDERED that the Defendants Peachtree Electrical Services shall pay the Claimant 105 weeks of compensation, representing a 35% permanent loss of use of the back.

IT IS, THEREFORE, HEREBY ORDERED that the Claimant did not suffer an injury by accident with Bob Wire Electrical.

IT IS, THEREFORE, HEREBY ORDERED that Bob Wire Electrical is dismissed from this claim.

IT IS, SO ORDERED!

Dated: July 5, 2006

David W. Huffstetler, Commissioner

9418/228\dec-or

CERTIFICATE OF SERVICE

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

This _____ day of _____, 200__

By _____

Administrative Assistant to the Commissioner

DB
RD
AS

APPELLATE PANEL

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC. FILE NO. 0220147

Christopher Price ..... Claimant.

v.

Peachtree Electrical Services, Inc., Employer, and Builders Mutual Insurance Company, Its Insurance Carrier, ... Appellants.

Peachtree Electrical Services, Inc., Employer, and Builders Mutual Insurance Company, Its Insurance Carrier, ... Appellants.

v.

Bob Wire Electrical, Inc., Subsequent Employer, and South Carolina Home Builders Association, Its Insurance Carrier ..... Respondents,

---

Appellate Panel Review held in Columbia, South Carolina on November 21, 2006, per notices timely and properly served on all parties of interest.

Appellate Panel Decision and Order filed May 4, 2007.

Appearances:

Defendants/Appellants Peachtree Electrical Services, Inc. and Builders Mutual Insurance Company represented by Richard C. Detwiler of Callison Tighe & Robinson, LLC, Columbia, South Carolina

Subsequent Employer/Respondent Bob Wire Electrical, Inc. represented by Andrew D. Smith of Trask & Howell, LLC, Mt. Pleasant, South Carolina

STATEMENT OF THE CASE

This is an appeal by the Employer, Peachtree Electrical Services, Inc., and its Carrier, Builders Mutual Insurance Company (together, "Peachtree") from an Order of the Hearing Commissioner, the Honorable David W. Huffstetler, dated July 5, 2006. The hearing was held on June 5, 2006, in Myrtle Beach, South Carolina on Peachtree's Form 21, Employer's Request for Hearing.

This is an admitted claim for an accident which occurred on December 9, 2002. The issues presented at the hearing were (1) whether Peachtree was entitled to stop payment of benefits, (2) the claim for additional benefits by the Claimant and (3) whether Claimant's subsequent employer, Bob Wire Electrical, Inc., and its carrier, the South Carolina Home Builders Association (together, "Bob Wire") should be liable for benefits subsequent to the date of Claimant's first release at maximum medical improvement, August 8, 2003, due to a subsequent accident Claimant allegedly had while working for Bob Wire in November of 2003. In his Order, Commissioner Huffstetler held, in pertinent part, as follows:

FINDINGS OF FACT

****

8. The Claimant has not filed a claim against Bob Wire Electrical.

9. Since the date of Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20 from recovery.

10. However this point is moot because he brings no claim against them.

11. At the time of the hearing, the Claimant testified he believes that all his problems stem from the injury with Peachtree Electrical Services.

****

18. It appears the Claimant's symptoms recurred after he became active.

19. This resulted in a second surgery (fusion).

****

RULINGS OF LAW

****

3. Under S.C. Code Ann. §42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course and scope of his employment with Bob Wire Electrical.

4. Under S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20, any claim against Bob Wire Electrical is barred.

ORDER

****

The Claimant reached maximum medical improvement on May 5, 2005.

Defendants Peachtree Electrical Services are entitled to a credit for temporary total disability benefits paid since May 5, 2005

The Defendants Peachtree Electrical Services shall pay the Claimant 105 weeks of compensation, representing a 35% permanent loss of use of the back.

The Claimant did not suffer an injury by accident with Bob Wire Electrical.

Bob Wire Electrical is dismissed from this claim.

Within the statutory period, Peachtree filed a Form 30, Request for Commission Review. The Claimant did not file an appeal as to his award. A hearing was held before this Appellate Panel on November 21, 2006, based upon the record of the case.

ISSUES ON APPEAL

While the exceptions set forth in the Appellants' Form 30 are many, the questions presented on appeal are essentially three:

1. Are Claimant's back and leg symptoms related to the on-the-job injury suffered while working for Bob Wire Electrical?

2. Are Bob Wire and its carrier, SCHBA, responsible for benefits paid as a result of the November 2003 subsequent accident?

3. Is the claim barred by either the notice provisions set forth in S.C. Code §42-15-20 or the limitations of S.C. Code §42-15-40?

SCOPE OF REVIEW

In an appellate review, the Panel shall, pursuant to S.C. Code Ann. §42-17-50 (1985), review the Award, weigh the evidence as presented at the hearing and, if the grounds be shown therefor, make its own Findings of Fact and reach its own Conclusions of Law consistent with or inconsistent with those of the Hearing Commissioner.

FACTS

Claimant is a thirty-six year old high school graduate who has worked primarily as an electrician. It is admitted that he was injured while working for Peachtree on December 9, 2002. It is further admitted that he was entitled to and did receive medical treatment and compensation benefits for that injury. He reached maximum medical improvement, according to his authorized treating physician and surgeon, William L. Mills, M.D., on August 8, 2003. He returned to work, at first for himself, and then for another electrical company, Bob Wire.

In early November, 2003, while working for Bob Wire, Claimant testified that, upon pulling

wire through conduit, he felt pain which was so excruciating that he fell to his knees and cried out in agony. Tr. p. 12 ll. 4 - 11; Claimant's Depo. of 2/1/05, p. 11, l. 3 - p. 12, l. 10; Claimant's Depo of 8/30/05 p. 48, l. 19 - p. 49, l. 4, p. 51, ll. 2 - 17. The Claimant, through his attorney, contacted Peachtree, his former employer, for additional medical treatment and temporary total disability benefits. He returned to his previous treating physician, Dr. Mills, on November 13, 2003. The medical records and testimony indicate that this incident at Bob Wire occurred on or about November 3, 2003. The Claimant never told Peachtree or BMIC that anything had happened while he was working for Bob Wire. Based upon this lack of information, Peachtree provided additional medical treatment, including surgery and temporary total disability benefits from November 21, 2003, until the date of the stop pay hearing. Whether this incident at Bob Wire was a new accident and injury or just a non-event and continuation of his existing back problems is the crux of this dispute.

At the same time he was receiving the new benefits from Peachtree, Claimant was pursuing a third-party action stemming from his original accident. In that proceeding, the Claimant described an event Peachtree maintains was a new accident and injury. See, Claimant's Depo. of 2/1/05, p. 11, l. 3 - p. 12, l. 10. Peachtree, of course, was not a party to that action, and it was sometime after that deposition was taken that these Defendants learned of the new accident with Bob Wire. Peachtree immediately moved to add Bob Wire and its carrier, the South Carolina Home Builders Association (SCHBA hereafter), as parties to this case on April 22, 2005. That Motion was granted on June 21, 2005 by Commissioner Susan Barden. It is important to note that this motion to add Bob Wire as parties was made promptly upon learning of the new accident with Bob Wire, and only one year and five months after the accident at Bob Wire.

Bob Wire denied there was any new accident, denied that it had received notice of any such accident and claimed that the statute of limitations barred any action against and liability of Bob Wire. Bob Wire also filed an interlocutory appeal of Commissioner Barden's decision to add them as parties in the first place, which delayed the hearing on Peachtree's application to stop payment of benefits, which was filed on September 30, 2005. The hearing on Peachtree's application to stop pay was finally held on June 5, 2006. From that hearing, Commissioner Huffstetler awarded permanent partial disability benefits to the Claimant, but held there was no accident while Claimant worked at Bob Wire, thereby dismissing Bob Wire. This appeal followed.

DISCUSSION

1. **Did the Claimant suffer an intervening accident and injury while working for Bob Wire Electric?**

South Carolina Code § 42-1-160 defines "injury" and "personal injury" as an "injury by accident arising out of and in the course of the employment" with the Employer. The word "accident," as used in this section, is defined as an "unlooked for and untoward event which is not expected or designed by the person who suffered the injury." Radcliffe v. Southern Aviation School, 209 S.C. 411, 40 S.E.2d 626 (1946). It is such an event that the person who suffered the injury did not expect, design or intentionally cause. Yates v. Life Insurance Company of Georgia, 291 S.C. 301, 353 S.E.2d 297 (Ct. App. 1987). "If . . . there is a subsisting condition of illness or incapacity or physical disability which is caused, increased, or accelerated by some act or event coming by chance or happening fortuitously, then the requisite quality or condition of the injury will exist so as to make it accidental. . . . [It is not] necessary that the accidental quality or condition be created by wound or external violence. Riley v. S.C. State Ports Authority, 253 S.C. 621, 172

S.E.2d 657 (1970).

In this case, the Claimant was pulling wire through a conduit while working for Bob Wire Electrical Company on or about November 3, 2003, when he felt pain so severe he fell to his knees and cried out. He described the event very clearly and consistently in three different legal proceedings: his deposition in the third-party action, his deposition in the workers' compensation case and at the hearing on the Defendants' stop pay application.

> Q. And did that occur immediately when you were pulling the wire?
>
> A. At one point when I was pulling the wire, yes. I had pulled the wire some before and it hadn't happened. Just at that time it happened.
>
> Q. And what did you do when you felt the pain in your back?
>
> A. Immediately fell to the ground. Couldn't do anything else. I had to sit there for about five minutes before I could get up off the ground.

Transcript of Hearing p. 12, ll. 2 - 11.

> Q. You talked about returning to work in August or September of '03. I've got some notes from Long Bay Rehab, and it says you were released to return to work, full duty, in September of 2003. So that time frame is correct?
>
> A. (No response.)
>
> Q. Is that a yes?
>
> A. Yes.
>
> Q. Then it says, "He states he was re-injured at the end of November 2003, when pulling wire through a pipe and the resistance and jarring exacerbated his back and leg pain," is that correct?

A. Yes.

Q. What happened? What were you doing in November of 2003?

A. Pulling wire.

Q. Do you remember where you were at that time?

A. Murrell's Inlet, at the Scuba Shop. We were wiring the Scuba Express, I think is what it's called.

Q. I'm not good with electrical wiring and stuff. What are you doing when you're pulling a wire? What happens?

A. When we're pulling three-face power from the pole, from the meter, to an outbuilding that they had their compressor in for changing the tanks; and so it's a little thicker wire than, like, what you would run for receptacles and stuff like that; and the guy I was working with, he was feeding it in the pipe and I was pulling on the rope, trying to get the wire up through the pipe, so we could put the panel up.

Q. Doing something like that required a good bit of effort and a good bit of pulling? Would you say it was strenuous?

A. Yes.

Q. Would you say it was very strenuous?

A. In good health? No.

Q. Given the condition you were in - -

A. Very strenuous.

Q. Was that even what kind of brought all the problems back to the surface and the new round of treatment with Dr. Mills and everybody else?

A. I was pulling on the wire, felt something in my back go, and I fell to the ground from the pain.

Claimant's Deposition of 2/1/05, p. 10, l. 20 - p. 12, l. 13.

Q. Do you remember a specific incident at Bob Wire where you were pulling wire and felt an immediate onset of pain?

A. Yes.

Q. Okay. And in fact you had - - you felt an immediate onset of pain, and it was so painful that you immediately - - that you fell to your knees in pain; isn't that correct?

A. Yes.

Q. Okay. And, now, and that happened in November of 2003; is that correct?

A. Yes.

Claimant's Deposition of 8/30/05, p. 48, l. 19 - p. 49, l. 5.

In each case, Claimant's testimony described an unlooked for and untoward event which he did not expect or design. While pulling the wire, he felt immediate pain which was so excruciating that he fell to his knees and cried out. Subsequently, he went back out of work and had to undergo additional surgery for his back problems, after he had reached maximum medical improvement prior to this accident with Bob Wire. Clearly, he suffered a physical disability which was caused, increased or accelerated by this event while working at Bob Wire. It is therefore axiomatic that what occurred to the Claimant that day while working for Bob Wire was an injury by accident, as that term has been defined by S.C. Code § 42-1-160 and repeatedly by the appellate courts of this state. Viewed another way, if there had been no prior accident with Peachtree, would the event which took place on that day while working for Bob Wire have been considered an injury by accident by this Commission under existing law? This Appellate Panel believes that it would. Yet, the single Commissioner held that, pursuant to S.C. Code Ann. § 42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course and scope of his employment with Bob Wire

Electrical. This Panel finds that this is a clear error of both fact and applicable law.

2. **Was the accident at Bob Wire an intervening cause of Claimant's problems?**

An "intervening cause" which will relieve an employer of liability for an injury is an independent cause which intervenes between the original accident and injury, turns aside the natural sequence of events, and produces a result which would not otherwise have followed and which could not have been reasonably anticipated. It is a new and independent force which breaks the causal connection between the original injury and itself becomes the direct and immediate cause of the injury. Black's Law Dictionary, Fifth Ed.

In this case, the Claimant had been injured, released and rated for his original on-the-job injury with Peachtree Electrical Services. He was released on August 8, 2003, and the best evidence in the record indicates that the accident with Bob Wire occurred on or about November 3, 2003, some 12 weeks later, after he had returned to work. It is hard to seriously contend that this incident at Bob Wire, after the Claimant had been released to return to work and, in fact, had returned to work, was not a "new and independent force which breaks the causal connection between the original injury and itself becomes the direct and immediate cause of the injury." He immediately went back out of work, back to the doctor and back to surgery. No medical evidence is required for any reasonable person to presume and conclude that the Claimant's subsequent problems were a result of this new accident at Bob Wire. It is therefore the finding of this Commission that the Claimant suffered an accident and injury while working at Bob Wire on or about November 3, 2003.

3. **Is this claim barred by the statute of limitations or the notice provisions provided in §§42-15-20 and 42-15-40, respectively?**

The Commissioner's ruling that the claim against Bob Wire Electric was barred by §§42-15-

20 and/or 42-15-40 misconstrues facts and is an error of law. First, the single Commissioner found that "[s]ince the date of Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. § 42-15-40 and S.C. Code Ann. §42-15-20 from recovery." Section 42-15-20 is, of course, the notice provision of the Act, which requires notice of an accident within ninety days and §42-15-40 is the statute of limitations requiring that a claim be filed within two years of the accident.

(a) S.C. Code Ann. § 42-15-20:

This section requires notice be given to an employer of an accident within ninety days of its occurrence "unless it can be shown that the employer, his agent or representative, had knowledge of the accident or that the party required to give such notice had been prevented from doing so by reason of physical or mental incapacity or the fraud or deceit of some third person." §42-15-20. In this case, the Claimant was working with his supervisor, Brad Arruda, pulling the wire when he felt excruciating pain and fell to his knees, crying out in anguish. At the hearing, Claimant testified as follows:

Q. Now you mentioned a person named Brad; is that right?

A. Yes.

Q. And Brad was the man you were working with on the job site that day?

A. Yes.

Q. And who did he work for?

A. Bob Wire Electric.

Q. And was he your supervisor?

A. More or less, yes. He was the senior man[.]

Q. He was the lead man[?]

A. Yes.

Q. At that time did you consider him your supervisor?

A. Yes.

Transcript of hearing, p. 12, l.12 - p. 13, l. 1.

In his depositions, Claimant similarly testified about his accident at Bob Wire.

Q. Did you tell Brad, though, - -

A. He was right on the other side.

Q. I'm sorry?

A. He was on the other side of the wall.

Q. Okay.

A. And I let out a moan, I guess, and fell to my knees, and he came around the corner and seen me.

Q. Okay, so he - - you're saying that he actually responded to your falling down and crying out in pain?

A. Right.

Q. Okay. And he came around the corner, and did y'all - - did you tell him what had happened?

A. Yes.

Q. What did you tell him?

A. I told him that I just had a severe pain my back, crippling pain in my back and - -

Claimant's Deposition of 8/30/05, p. 51 ll. 2 - 17.

Q. Now, do you know whether Brad told anybody else at Bob Wire about it?

A. I know he told Bob about it, the owner.

Claimant's Deposition of 8/30/05, p. 52, ll. 5 - 7.

The Commissioner's finding that the requirements of §42-15-20 have not been met are factually incorrect. There is clear evidence that the Employer "or his agent or representative" had knowledge of the accident. The Claimant satisfied the requirements of §42-15-20.

(b) Section 42-15-40:

The Commissioner's finding that this claim is barred because "the date of Claimant's episode of pain is more than two years ago" is also error. Section 42-15-40 requires that a claim must be "filed with the Commission within two years after an accident." § 42-15-40. In this case, the Employee, for whatever reason, chose to pursue additional benefits against Peachtree, his original Employer. Peachtree knew nothing of this subsequent accident with Bob Wire, nor did Claimant's doctor. Without knowledge of the accident at Bob Wire, Peachtree provided those benefits. But as soon as Peachtree learned of the new accident and injury, it filed a motion to add Bob Wire and South Carolina Home Builders Association, its carrier, to this proceeding, specifically alleging that the Claimant's new problems and the benefits Peachtree had to provide were the direct and proximate cause of a subsequent accident while working at Bob Wire. Peachtree's motion was made well within the two year period provided by § 42-15-40. Peachtree did all it could to raise this issue in a timely fashion. On the other hand, Bob Wire was well aware of this subsequent accident and failed to report it to the Commission. Nowhere in the Commissioner's Order is it explained how the two-year statute of limitation would apply to preclude benefits under these circumstances. The

Commissioner's finding that the statute of limitations applied is an error of law.

(c) The claim is not barred simply because the *Claimant* did not pursue the claim.

The Commissioner found that the issues regarding the notice provisions and statute of limitations of the Act were "moot" because the Claimant brought no claim against Bob Wire. First, it must be noted that nowhere in §42-15-40 is there a requirement that the claim be filed by the employee. Here, Peachtree did bring such a claim, as soon as it knew such a claim existed, as an aggrieved party has an inherent right under the Act and the laws of this State to do.

The Workers' Compensation Act is remedial. While the regulations of this Commission make no specific provisions for an Employer to bring third-party or indemnity claim against another party in this situation, it should not be precluded from doing so. This is consistent with this State's Rules of Civil Procedure. See, SCRCP Rule 14. It is also consistent with other analogous procedures provided in the Worker's Compensation Act. Cf., S.C. Code §42-1-560(c). And the common law doctrines of indemnity and equitable subrogation are certainly applicable in an instance, such as this, where one employer has been required by circumstance to pay a claim for another employer.

Subrogation may be broadly defined as the substitution of one person in the place of another with reference to a lawful claim or right. Kuzmik v. Bee's Fairy Associates, 342 S.C. 579, 608, 538 S.E.2d, 15, 30 (Ct. App. 2000) (citing Shumpert v. Time Insurance Co., 329 S.C. 605, 496 S.E.2d 653 (Ct. App. 1998)). Equitable (or legal) subrogation is implied subrogation that arises under the common law. It is not dependent upon a contract. As this Court put it in Kuzmik:

> The doctrine is an equitable one, founded not upon any fixed law, but upon principles of natural justice; **its purpose is to require the ultimate discharge of a debt by the person who in equity and good**

> **conscience ought to pay it**; and it is to be applied according to the dictates of equity and good conscience in the light of the actions and relationship of the parties.

Id. (citing Calbert Fire Insurance Company v. James, 236 S.C. 431, 435, 114 S.E.2d 832, 834 (1960)). (Emphasis in original.)

> The elements of the doctrine of equitable subrogation are:
>
> (1) the party claiming subrogation has paid the debt;
>
> (2) the party was not a volunteer, but had a direct interest in the discharge of the debt or lien;
>
> (3) the party was secondarily liable for the debt or for the discharge of the lien; and
>
> (4) no injustice will be done to the other party by the allowance of the equity.

United Carolina Bank v. Caroprop, Ltd., 316 S.C. 1, 2, 446 S.E.2d 415, 416 (1994); Shumpert v. Time Ins. Co., supra.

In this case, this Commission has the authority and power to place the responsibility for a claim upon the employer and carrier who ultimately should be liable. The doctrine of equitable subrogation applies here and its elements have been satisfied with respect to Bob Wire. Peachtree, the party claiming subrogation, paid the debt owed to the injured worker, Christopher Price. Peachtree was not a volunteer, but had a direct interest in the discharge of the debt or lien. Peachtree was secondarily liable for the debt in that, save for the intervening accident and causation, it would have liability. Certainly, no injustice will be done to the party who, in equity and good conscience, should be responsible - Bob Wire.

It is the duty of this Commission to make a fair determination of true liability and apportion the costs of caring for an injured worker appropriately. The single Commissioner's Order fails in

this regard. The single Commissioner's Order, therefore, must be reversed.

FINDINGS OF FACT

The foregoing facts are hereby incorporated by reference as this Commission's Findings of Fact, and this Commission further finds as follows:

1. Claimant suffered a new accident and injury on or about November 3, 2003, while working for Bob Wire Electrical, Inc., which accident and injury was an aggravation of his pre-existing back condition. Based upon the medical records, testimony and other evidence in the record, it appears that this new accident occurred on or about November 3, 2003.

2. Claimant gave notice of the new accident and injury which occurred while working for Bob Wire by immediately telling his supervisor on the job, Brad Arruda, who in turn told the owner of Bob Wire.

3. The statute of limitations was satisfied by Bob Wire being added as a party by Defendants Peachtree and Builders Mutual.

4. This claim is remanded to the Jurisdictional Commissioner for determination of average weekly wage and benefits, etc., and apportionment of benefits paid and /or to be paid in a manner consistent with the findings set forth herein.

no conclusions of law

ORDER

IT IS, THEREFORE, ORDERED that the Order of the Hearing Commissioner filed on July 5, 2006, is hereby AFFIRMED, AS MODIFIED, and the matter is remanded to the jurisdictional Commissioner as provided herein.

AND IT IS SO ORDERED.

SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

G. Bryan Lyndon, Commissioner
For the Appellate Panel

CERTIFICATE OF SERVICE

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

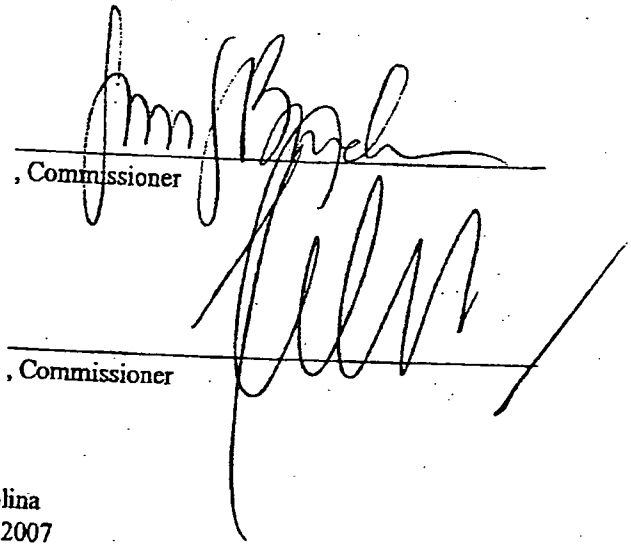
This 4th day of May, 2007.

By Tawana Morris
Administrative Assistant to the Commissioner

RCD ADS

REVERSED AND REMANDED

CONCUR:



_____, Commissioner

_____, Commissioner

Columbia, South Carolina

_____, 2007

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. File No. 0220142

Christopher Price, Employee/ Claimant, vs. Peachtree Electrical Services, Employer, and Builders Mutual Insurance Company, Carrier, Defendants.	APPROVED AUG 29 2006 S. Carolina Comp. Comm. CONSENT ORDER APPROVING SETTLEMENT AGREEMENT

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the Claimant, Christopher Price, with the consent of the Defendants. The Claimant is represented by N. David DuRant of The Law Offices of N. David DuRant and Associates, P.A. of Surfside Beach, South Carolina. The Defendants, Peachtree Electrical Services, Employer, and Builders Mutual Insurance Company, Carrier, are represented by Richard C. Detwiler, of Callison Tighe & Robinson, LLC, of Columbia, South Carolina. The South Carolina Workers' Compensation Commission has jurisdiction.

On or about December 9, 2002, while an employee of Peachtree Electrical Services, Claimant sustained an injury by accident arising out of and in the course of employment, suffering injury to the back. Medical care and treatment were necessitated by the injury, as outlined in the Commission's files. The Claimant alleges need and entitlement to additional medical treatment and

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temporary and/or permanent disability benefits as a result of the accident, which allegations are shown in the Commission's file. The Defendants have disputed the claims for additional benefits under the Act.

On June 5, 2006, a hearing was held on the Defendants' application to stop payment of temporary total disability benefits. On July 5, 2006, this Commission issued its Decision and Award, granting the Defendants' application and awarding the Claimant permanent partial disability benefits to the back, with credit to the Defendants for the overpayment of temporary total disability benefits paid after the date of maximum medical improvement.

The Claimant has also prosecuted and ultimately settled a related third-party claim against Divine Dining Group, Inc. d/b/a Divine Fish House for the total lump sum of Five Hundred Forty Thousand and No/100 Dollars ($540,000.00). The Commission's files reflect that the Defendants have paid approximately One Hundred Thirty-eight Thousand and No/100 ($138,000.00) in medical benefits on behalf of the Claimant and approximately Fifty-eight Thousand and No/100 ($58,000.00) in compensation benefits for Claimant's time out of work. Under South Carolina Code §42-1-560 (2006 Ann.), the Defendants have a statutory lien upon the third-party settlement proceeds and assert their entitlement to a full recovery of their lien, less attorneys fees and costs. The Claimant alleges he is entitled to a reduction of the Defendants' lien pursuant to §42-1-560 and the decisions of Kirkland v. Allcraft Steel Co., Inc., S.C. 389, 496 S.E.2d 624 (1998) and Breeden v. TCW, Inc./Tennessee Express, 345 S.C. 201, 546 S.E. 2d 657 (Ct. App. 2001), affirmed in part, reversed in part, 355 S.C. 112, 584 S.E.2d 379 (2003).

The parties hereto now advise that, in view of the aforementioned disputes, an Agreement has been reached between the Claimant and the Defendants to settle this matter in its entirety, subject

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only to the approval of the South Carolina Workers' Compensation Commission. The Claimant has agreed to make, and the Defendants have agreed to accept, payment in the sum of Fifty Thousand and No/100 Dollars ($50,000.00) in settlement of any further liability the Defendants may have with respect to the Claimant's claims for benefits under the Act, and in further settlement of the lien held by the Defendants upon the Claimant's third-party recovery proceeds.

As a material and integral part of the agreement of the parties, it is agreed that this Settlement Agreement shall act as a complete and final release of, and in full settlement and satisfaction of, every liability of the Defendants of whatever nature or kind under the laws of the State of South Carolina, including the South Carolina Workers' Compensation Act, growing out of, or in any way connected with, the aforedescribed accident. The Defendants shall be responsible for all related medical expenses incurred at the request of the Defendants, or either of them, prior to the date of the Commission's Order of July 5, 2006, and any and all further medical expenses of whatever nature or kind thereafter shall be the express liability of the Claimant, and that the Defendants shall have no further liability therefor. This Settlement Agreement, once approved and payment made hereunder, shall also act as a complete and final discharge of the Defendants' lien under §42-1-560. However, nothing herein shall be construed to release the South Carolina Home Builders Association and Bob Wire Electric from any liability in this case, either to the Defendants' or to the Claimant.

By their signature hereon, the Claimant and Claimant's attorney acknowledge and warrant that the Claimant has been fully advised of all rights under the laws of the State of South Carolina, and the Claimant specifically warrants herein that he is of the opinion that the proposed settlement is reasonable and fair. In this opinion, the Claimant's attorney concurs and, together with Claimant, respectfully requests this Commission approve the Settlement as set forth above. Both the Claimant and Claimant's attorney acknowledge that the Commission relies on these representations and assurances by the Claimant and his Counsel that the Claimant has had the opportunity to be and has

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AUG 28 2006
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been fully advised of his rights under the laws of the State of South Carolina. The Claimant further acknowledges and warrants consent to, and the approval of, this Order as a final determination and adjudication of all benefits and claims for damages to which the Employee might be entitled from the Defendants and a complete release of all liabilities of the Defendants under the laws of the State of South Carolina growing out of, or in any way connected with, the aforesaid accident.

Based upon the foregoing representation of the parties and counsel, this Commission is of the opinion that the Settlement between the parties, the terms of which are set forth herein, is both reasonable and proper and should be approved.

NOW, THEREFORE, IT IS ORDERED that the terms of the settlement as set forth herein are hereby approved and confirmed, and that payment shall be made as provided hereunder, and the Defendants are hereby fully and forever released and discharged of all liabilities of whatever kind and nature under the laws of the State of South Carolina growing out of, or in any way connected with, the aforesaid accident, and that the Defendants' lien pursuant to South Carolina Code §42-1-560 is hereby released and forever discharged, subject only to payment by the Claimant to the Defendants as provided hereunder, so that this matter is not subject to review under any conditions.

It is further ordered that this settlement resolves all issues between the Claimant, on the one hand, and Peachtree Electrical Services and Builders Mutual Insurance Company, on the other, but this Agreement shall in no way be construed as a settlement or release of any claims either party may have against Bob Wire Electric and/or the South Carolina Home Builders Association, its carrier.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

By: /S/ Susan S. Barden
~~David W. Huffstetler,~~ Commissioner

_____, 2006

Barden

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AUG 28 2006
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I certify this to be a true and correct copy.

Gregg S. Lee

I, Christopher Price, have read the foregoing Settlement Agreement and Consent Order. I have conferred with my attorney about the Agreement and Order and I understand and hereby consent to the terms thereof.

Christopher Price, Claimant

WE CONSENT:

N. David DuRant
Law Offices N. David DuRant
and Associates, P.A.
P. O. Box 14722
Surfside Beach, SC
Attorney for the Claimant

Richard C. Detwiler
CALLISON TIGHE & ROBINSON, LLC
Post Office Box 1390
Columbia, South Carolina 29202
Attorneys for the Defendants

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

WCC File # 0220142
Carrier File # 102-47128
Carrier Code # 1062
Employer FEIN 570954300

CHRISTOPHER PRICE — 6659 (Claimant's Name / SSN)
MYRTLE BEACH SC 29577 (Address / City / State / Zip)
843 293-8209 (Home Phone # / Work Phone #)

PEACHTREE ELECTRIC SERVICES (Employer's Name)
1961 STONEBRIDGE DR. MYRTLE BEACH SC 29588 (Address / City / State / Zip)
BUILDERS MUTUAL INS. CO., INC. (Insurance Carrier)

JANEY WILSON (Preparer's Name) — 864 233-9567 (Phone #)

Compensation Paid:	Number of Weeks	From	TO	Amount
1. Number of weeks T.T.	36/7	12/10/02	1/5/03	58,301.74 - total
2. Number of weeks T.	29	1/20/03	8/10/03	
3. Number of weeks T T	137	11/21/03	7/6/06	
4. Disfigurement				
5. Agreement and Final Release				*
Total Compensation Paid				58,301.74
6. Total Medical Benefits* Paid				137,784.61
7. Funeral Benefits				

☐ Case Denied

Date of Injury: 11/26/02 (month day year)

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: X [signature] (Claimant) By: [signature] (Employer's Representative) Date: X 8/23/06

Print or type the name of the person other than the claimant receiving benefits and sign below

By:

* compromise reimbursement from $540k third party settlement in release of carrier's lien pursuant to 42-1-540

Report of additional Fees and Recoupment

A. Carrier Reimbursement by Third Party	$50,000.00
B. Attorney's Fee Paid by Employer	
C. Attorney's Fee Paid by Claimant (Non contingent fees, only)	

File this form with the Claims Department according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. *Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within sixteen days of final payment of compensation. Form 19 must be filed when a claim is denied.

WCC FORM # 19 REV. DATE 3/96

19

STATUS REPORT AND COMPENSATION RECEIPT

SCWCC AUG 31 2006 JUDICIAL

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0220142

Christopher Price,
Employee/Claimant,

-vs-

Peachtree Electrical Services,
Employer, and

Builders Mutual Ins. Co.,
Carrier, Defendants.

-vs-

Bob Wire Electrical, Inc.,
Self-insured Employer through
S.C. Homebuilders SIF.

HEARING: Held on April 23, 2008, in Florence, South Carolina, per notices timely and properly served upon all parties of interest.

APPEARANCES: Richard C. Detwiler, Esq., Callison, Tighe, and Robinson, L.L.C., South Carolina, appearing on behalf of Defendant Peachtree Electrical Services.

Jamie C. Guerrero, Esq., Trask & Howell, L.L.C., Mt. Pleasant, South Carolina, appearing on behalf of the Defendant Bob Wire Electrical, Inc.

PURPOSE OF HEARING: To determine the issues on remand per the Appellate Panel's May 4, 2007 Order.

DECISION & ORDER: By George N. Funderburk, Commissioner

FILED: June 12, 2008

APA SUBMISSIONS

The Claimant submitted the following items into evidence at the time of the hearing pursuant to the Administrative Procedures Act:

APA #	DESCRIPTION	DATES	PAGES
1	Coastal Orthopaedic Associates	11/13/03 – 03/08/05	1-20
2	Conway Medical Center Operative Report	6/15/04-6/22/04	21-31
3	Long Bay Rehab	12/3/04	32-40
4	William L. Mills, MD Initial Visit Report	1/20/05	41-42
5	Impairment Rating by William L. Mills, MD Initial Visit Report	5/5/05	43
6	Dr. Luis Fernandez	4/7/08	44
7	Decision and Order	7/5/06	45-57
8	Appellate Panel Decision & Order	5/4/07	58-74

Defendant Bob Wire Electrical, Inc. submitted the following items into evidence at the time of the hearing pursuant to the Administrative Procedures Act:

APA #	DESCRIPTION	DATES	PAGES
9	Coastal Orthopaedic Associates	1/2/03-1/16/04	75-89
10	Luis F. Fernandez, M.D.	6/15/05-2/20/08	90-107
11	The Independence Back Institute	5/9/0610/6/06	108-121
12	Long Bay Rehab	9/14/04	122-123

EXHIBITS #	DESCRIPTION	DATES	PAGES
13	Employer Records – Days/Hours Worked	10/15/03-1/10/04	124-126
14	Complaint-Negligence filed by N. David DuRant, Esq. Case No. 2004-CP-22-387	5/12/04	127-130
15	Form 50, Employee's Notice of Claim And/or Request for Hearing	2/3/05	131
16	Release of All Claims	4/6/06	132-134
17	Consent Order Approving Settlement Agreement, WCC File 02202142	8/28/06	135-139
18	Form 19, Status Report & Compensation Receipt; WCC File 0220142	8/28/06	140
19	SLED Arrest Record	3/20/08	141-142

Defendant Peachtree Electrical Services submitted the following items into evidence at the time of the hearing pursuant to the Administrative Procedures Act:

APA #	DESCRIPTION	DATES	PAGES
20	Summary of Expenses to be Paid by SCHBA and BMIC	11/3/03-5/30/06	143-146
21	Medical Expenses Related to Bob Wire Accident – Expenses incurred after 11/3/03	11/3/03-5/30/06	147-157
22	Attorney Fee Affidavit	11/7/03	158-188

This matter was originally scheduled for hearing on April 18, 2008, at 9:30 a.m. in Myrtle Beach, South Carolina. However, due to time constraints, the matter was rescheduled for April 23, 2008, at 9:30 a.m. in Florence, South Carolina. On April 18, 2008, the undersigned Commissioner ordered that WCC No. 0220142 and WCC No. 0327174 be bifurcated and addressed in separate hearings. Accordingly, WCC No. 0327174 was rescheduled for hearing on April 23, 2008, at 9:30

a.m. and WCC No. 0220142 was rescheduled for hearing on April 23, 2008, at 10:30 a.m. The Claimant filed a Form 50 in WCC No. 0327174 on January 17, 2008. However, because he believed that the issues raised on the Form 50 in WCC No. 0327174 would be addressed in the remand hearing for WCC No. 0220142, that Form 50 was withdrawn on March 26, 2008. In the interest of judicial economy, the undersigned Commissioner reinstated the Claimant's Form 50 in WCC No. 0327174, as well as Defendant Bob Wire Electrical's Form 51.

STIPULATIONS

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act.

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

3. Venue, set in Florence County, is proper as agreed by the parties.

STATEMENT OF THE CASE

The Claimant suffered an admitted injury to his back in an accident arising out of and in the course of his employment with Peachtree Electrical Services ("Peachtree") on or about December 9, 2002. He was rated and released by the authorized treating physician on August 8, 2003. He subsequently went to work for Bob Wire Electrical, Inc. ("Bob Wire"). In November of 2003, after he had been working for Bob Wire, Claimant returned to the authorized treating physician complaining of additional back problems. He was taken out of work by the authorized treating physician and Peachtree's Carrier restarted temporary total disability benefits and provided medical treatments.

On April 22, 2005, Peachtree filed a motion to add Bob Wire as a party on the grounds that it had discovered evidence which Peachtree believed showed that the Claimant suffered a

subsequent injury by accident while working for Bob Wire, resulting in additional medical treatment and disability for which Peachtree had paid. Peachtree's Motion to add Bob Wire was granted on June 21, 2005.

On June 5, 2006, a hearing on Peachtree's Form 21 Application to Stop Payment was held before Commissioner Huffstetler. By Decision and Order dated July 5, 2006, Commissioner Huffstetler found that the Claimant did not sustain a work-related injury while working with Bob Wire and dismissed Bob Wire as a party. Commissioner Huffstetler also ordered Peachtree to pay the Claimant 105 weeks of compensation for 35% loss of use of the back resulting from the December 9, 2002 accident.

Peachtree appealed the Single Commissioner's finding that the Claimant had not suffered a subsequent accident while working for Bob Wire, and Bob Wire's dismissal. Neither Peachtree, Bob Wire nor the Claimant appealed the Single Commissioner's finding that the Claimant sustained a 35% disability to the back.

By Decision and Order dated May 4, 2007, the Appellate Panel reversed the Single Commissioner by finding that the Claimant had sustained an accident and injury on or about November 3, 2003 while working for Bob Wire. The Appellate Panel found that the Claimant gave proper notice of the work-related accident and that the Statute of Limitations had been satisfied when Bob Wire was added as a party on Peachtree's Motion in April of 2005. The Appellate Panel remanded the matter to the jurisdictional Commissioner for an apportionment of the benefits which Peachtree had paid to the Claimant.

Bob Wire appealed to the Circuit Court. That appeal was dismissed as untimely.

ISSUES PRESENTED

This matter is on remand from the South Carolina Workers' Compensation Appellate Panel for "determination of average weekly wage and benefits, etc., and apportionment of benefits paid and/or to be paid in a manner consistent with the finding set forth herein." The issues, therefore, as framed by the parties can be stated as follows:

1. According to its APA submissions, Peachtree paid $137,980.61 in medical benefits and $58,301.74 in temporary total disability benefits to the Claimant. How much of these benefits paid to the Claimant are the responsibility of Bob Wire, under the circumstances?

2. Peachtree also incurred $36,235.27 in defense costs, including attorneys' fees. Is Peachtree entitled to the recovery from Bob Wire of any of its litigation costs, including attorneys' fees, as a result of prosecuting this matter, under the doctrine of equitable indemnity?

3. By settling the case with the Claimant on August 29, 2006, did Peachtree relinquish its rights to recover any reimbursement or any overpayment of benefits from Bob Wire.

FINDINGS OF FACT

1. The Appellate Panel made the following findings of facts and conclusions of laws:

> 1. Claimant suffered a new accident and injury on or about November 3, 2003, while working for Bob Wire Electrical, Inc., which accident and injury was an aggravation of his pre-existing back condition. Based upon the medical records, testimony and other evidence in the record, it appears that this new accident occurred on or about November 3, 2003.
>
> 2. Claimant gave notice of the new accident and injury which occurred while working for Bob Wire by immediately telling his supervisor on the job, Brad Arruda, who in turn told the owner of Bob Wire.
>
> 3. The statute of limitations was satisfied by Bob Wire being added as a party by Defendants Peachtree and Builders Mutual.
>
> 4. This claim is remanded to the Jurisdictional Commissioner for determination of average weekly wage and benefits, etc., and apportionment of

benefits paid and /or to be paid in a manner consistent with the findings set forth herein.

The appeal of these findings was dismissed and, therefore, these findings of the Appellate Panel are the law of the case.

2. All medical expenses incurred by Peachtree as a result of the Claimant's accident and injury on December 9, 2002 while working for Peachtree, until the Claimant's subsequent injury on November 3, 2003 while working for Bob Wire, are causally-related to the Claimant's December 9, 2002 accident which occurred while working for Peachtree.

3. All medical expenses and temporary total disability benefits paid after the November 3, 2003 are causally-related to his accident while working for Bob Wire on that date.

4. Until the date Bob Wire's appeal was dismissed by the Circuit Court, on December 20, 2007, Bob Wire continued to deny its responsibility in this matter and continued to deny that any subsequent accident and injury had occurred to the Claimant while he was working for Bob Wire. On July 10, 2006, the Claimant settled the 2002 claim against Peachtree by Consent Order Approving Settlement Agreement, which was approved by the Commission on August 29, 2006. Peachtree gave no notice to Bob Wire of this settlement, but the settlement was approved by the Commission and made a part of the Commission's file in this case prior to the hearing before the Appellate Panel on November 21, 2006.

CONCLUSIONS OF LAW

1. Bob Wire's argument that Peachtree relinquished its right to seek reimbursement from Bob Wire by clinchering the case with the Claimant without notice to Bob Wire is fundamentally without merit. First, it should be noted that the clincher specifically is between the Claimant and Peachtree, not Bob Wire, and both Peachtree and the Claimant specifically reserved

all rights either party may have against Bob Wire. Second, at the time of the settlement, Bob Wire denied any responsibility in this matter and that a subsequent accident ever occurred at all. Bob Wire cannot now be heard to suggest that it was entitled to notice of any settlement between the other parties to the case. Third, the settlement involved matters arising out of the December 9, 2002 accident with Peachtree, not the November 3, 2003 accident with Bob Wire. As conceded by all parties to this case, the 2003 injury with Bob Wire should have been, and now has been, bifurcated and established as a separate claim, with a separate WCC file number with the Commission. Under these circumstances, I conclude as a matter of law that Bob Wire was not and could not be a necessary and proper party to the settlement agreement between Peachtree and the Claimant, and was not entitled to any notice of the settlement. The Settlement Agreement between Peachtree and the Claimant, which settled the 2002 claim, has no bearing on Peachtree's right to reimbursement for expenses it incurred as a result of the 2003 claim.

2. Peachtree paid medical providers a total of $137,980.61 according to its APA submissions. It appears that $112,789.42 in medical benefits were provided after the November 3, 2003 accident with Bob Wire. Therefore, Peachtree is entitled to reimbursement from Bob Wire of the $112,789.42 in medical benefits paid by Peachtree which were causally-related to the November 3, 2003 accident, subject to prompt verification by Bob Wire and its Carrier.

4. Peachtree also paid temporary total disability benefits after the November 3, 2003 accident with Bob Wire in the total amount of $47,023.88. Peachtree is entitled to reimbursement of those benefits from Bob Wire.

5. Peachtree is not entitled to an award of attorneys' fees and costs under the theory of equitable indemnity.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Bob Wire shall reimburse Peachtree for all causally-related medical treatment and temporary total disability compensation provided to the Claimant by Peachtree after November 3, 2003. Specifically, Bob Wire shall reimburse Peachtree in the amount of $112,789.42 for medical benefits paid and $47,023.88 for temporary total disability benefits paid to the Claimant after November 3, 2003. Peachtree's claim for litigation costs, including attorneys' fees, is denied.

AND IT IS SO ORDERED.

George N. Funderburk, Commissioner

Columbia, South Carolina

June 11, 2008

CERTIFICATE OF SERVICE

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

This 12 day of June, 2008

By Lucille Tolleson

Administrative Assistant to the Commissioner

RD 56

APPELLATE PANEL

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 0220142 and 0327174

CHRISTOPHER PRICE,

EMPLOYEE,
CLAIMANT/RESPONDENT,

- V -

PEACHTREE ELECTRICAL SERVICES and
BOB WIRE ELECTRICAL, INC.,

EMPLOYERS,

AND

BUILDERS MUTUAL INSURANCE CO. and
S. C. HOMEBUILDERS SIF,

CARRIERS,
DEFENDANTS.

Appellate Panel Review held in Columbia, South Carolina on October 28, 2008 per notices timely and properly served on all parties of interest.

Appellate Panel Decision and Order filed

12-17-08, 2008.

APPEARANCES:

Claimant/Respondent represented by N. David Durant, Esquire, of Surfside Beach, South Carolina.

Defendants/Respondents/Peachtree Electrical Services represented by Richard C. Detwiler, Esquire, of Columbia, South Carolina.

Defendants/Appellants/Bob Wire Electrical, Inc. represented by Kirsten L. Barr, Esquire, of Mt. Pleasant, South Carolina.

STATEMENT OF CASE

The parties were heard by Commissioner George N. Funderburk on April 23, 2008 in Florence, South Carolina. On June 12, 2008, he issued the following Order:

> NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Bob Wire shall reimburse Peachtree for all causally-related medical treatment and temporary total disability compensation provided to the Claimant by Peachtree after November 3, 2003. Specifically, Bob Wire shall reimburse Peachtree in the amount of $112,789.42 for medical benefits paid and $47,023.88 for temporary total disability benefits paid to the Claimant after November 3, 2003. Peachtree's claim for litigation costs, including attorneys' fees, is denied.
>
> AND IT IS SO ORDERED.

Within the statutory period, counsel for the Defendants/Bob Wire Electrical, Inc. filed an Application for Review in the case setting forth her reasons, copies of which were furnished to all interested parties, prior to oral argument presented before the Appellate Panel on October 28, 2008. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered by oral argument to the individual members of the Full Commission and has since been under study and consideration.

By appeal, Defendant/Bob Wire Electrical, Inc. respectfully submits the following:

1. The hearing commissioner erred in failing to make detailed findings of fact and conclusions of law with respect to the material issues in dispute.

2. The hearing commissioner erred as a matter of law in awarding Claimant additional medical benefits based on mere surmise, conjecture, and speculation.

3. The claim for benefits related to an alleged accident on "November 2003" is barred by the Statute of Limitations.

In an appellate review, the Panel shall, pursuant to S.C. Code Ann. §42-17-50 (1985), review the Award, weigh the evidence as presented at the initial hearing 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 Hearing Commissioner. After careful review in the instant case, the Commission, by unanimous vote, has determined all of the Hearing Commissioner's Findings of Fact and Conclusions of Law are correct as stated. Accordingly, they shall become, and hereby are, the law of the case, and; therefore, the Order is sustained in its entirety.

FINDINGS OF FACT

1. The Appellate Panel made the following findings of fact and conclusions of law:

a. Claimant suffered a new accident and injury on or about November 3, 2003 while working for bob Wire Electrical, Inc. which was an aggravation of his pre-existing back condition. Based on the medical records, testimony and other evidence in the record, it appears this new accident occurred on or about November 3, 2003.

b. Claimant gave notice of the new accident and injury which occurred while working for bob Wire by immediately telling his supervisor on the job, Brad Arruda, who in turn told the owner of Bob Wire.

c. The statute of limitations was satisfied by bob Wire being added as a party by Defendants/Peachtree and Builders Mutual.

d. This claim is remanded to the jurisdictional commissioner for determination of average weekly wage and benefits, etc. and apportionment of benefits paid and/or to be paid in a manner consistent with the findings set forth herein.

The appeal of these findings was dismissed and, therefore, these findings of the Appellate Panel are the law of the case.

2. All medical expenses incurred by Peachtree as a result of Claimant's accident and injury on December 9, 2002 while working for Peachtree, until Claimant's subsequent injury on November 3, 2003 while working for Bob Wire, are causally related to Claimant's December 9, 2002 accident which occurred while working for Peachtree.

3. All medical expenses and temporary total disability benefits paid after November 3, 2003 are causally related to his accident while working for bob Wire on that date.

4. Until the date Bob Wire's appeal was dismissed by the circuit court on December 20, 2007, Bob Wire continued to deny its responsibility in this matter and continued to deny any subsequent accident and injury had occurred to the Claimant while he was working for bob Wire. On July 10, 2006, Claimant settled the 2002 claim against Peachtree by Consent Order Approving Settlement Agreement, which was approved by the Commission on August 29, 2006. Peachtree gave no notice to Bob Wire of this settlement, but the settlement was approved by the commission and made a part of the Commission's file in this case prior to the hearing before the Appellate Panel on November 21, 2006.

CONCLUSIONS OF LAW

1. Bob Wire's argument that Peachtree relinquished its right to seek reimbursement from Bob Wire by clinchering the case with the Claimant without notice to Bob Wire is fundamentally without merit. First, it should be noted the clincher specifically is between Claimant and Peachtree, not Bob Wire, and both Peachtree and Claimant specifically reserved all rights either party may have against Bob Wire. Second, at the time of the settlement, Bob Wire denied any responsibility in this matter and that a subsequent accident ever occurred at all. Bob Wire cannot now be heard to suggest it was entitled to notice of any settlement between the other parties to the case. Third, the settlement involved matters arising out of the December 9, 2002 accident with Peachtree, not the November 3, 2003 accident with Bob Wire. As conceded by all parties to this case, the 2003 injury with Bob Wire should have been, and now has been, bifurcated and established as a separate claim, with a separate WCC file number with the Commission. Under these circumstances, it is concluded, as a matter of law, Bob Wire was not and could not be a necessary and proper party to the settlement agreement between Peachtree and the Claimant and was not entitled to any notice of the settlement. The Settlement Agreement between Peachtree and the Claimant, which settled the 2002 claim, has no bearing on Peachtree's right to reimbursement for expenses it incurred as a result of the 2003 claim.

2. Peachtree paid medical providers a total of $137,980.61 according to its APA submissions. It appears $112,789.42 in medical benefits was provided after the November 3, 2003 accident with Bob Wire. Therefore, Peachtree is entitled to reimbursement from Bob Wire of the $112,789.42 in medical benefits paid by Peachtree

which were causally related to the November 3, 2003 accident, subject to prompt verification by Bob Wire and its Carrier.

3. Peachtree also paid temporary total disability benefits after the November 3, 2003 accident with Bob Wire in the amount of $47,023.88. Peachtree is entitled to reimbursement of those benefits from Bob Wire.

4. Peachtree is not entitled to an award of attorneys' fees and costs under the theory of equitable indemnity.

ORDER

IT IS, THEREFORE, ORDERED the Order of the Single Commissioner filed in the above-captioned matter on June 12, 2008 is hereby affirmed by the Panel, and the same shall constitute the Decision and Order of the Appellate Panel.

IT IS FURTHER ORDERED Bob Wire shall reimburse Peachtree for all causally related medical treatment and temporary total disability compensation provided to the Claimant by Peachtree after November 3, 2003. Specifically, Bob Wire shall reimburse Peachtree in the amount of $112,789.42 for medical benefits paid and $47,023.88 for temporary total disability benefits paid to the Claimant after November 3, 2003. Peachtree's claim for litigation costs, including attorneys' fees, is denied.

AND IT IS SO ORDERED.

S. C. WORKERS' COMPENSATION COMMISSION

Derrick L. Williams, Commissioner

FULL AFFIRMATION

CONCUR:

Andrea C. Roche, Commissioner

G. Bryan Lyndon, Commissioner

(L:\0327174.dlw.app.)

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by mailing a copy hereof, postage paid, addressed to the attorney or attorneys of record.

This 17th day of Dec, 2008

By _____
Administrative Assistant to the Commissioner

NDD
RCD
KLB

AMENDED APPELLATE PANEL

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 0220142

CHRISTOPHER PRICE,

EMPLOYEE,
CLAIMANT/RESPONDENT,

- V -

PEACHTREE ELECTRICAL SERVICES and
BOB WIRE ELECTRICAL, INC.,

EMPLOYERS,

AND

BUILDERS MUTUAL INSURANCE CO. and
S. C. HOMEBUILDERS SIF,

CARRIERS,
DEFENDANTS.

Appellate Panel Review held in Columbia, South Carolina on October 28, 2008 per notices timely and properly served on all parties of interest.

Appellate Panel Decision and Order filed January 6, 2009.

APPEARANCES:

Defendants/Respondents/Peachtree Electrical Services represented by Richard C. Detwiler, Esquire, of Columbia, South Carolina.

Defendants/Appellants/Bob Wire Electrical, Inc. represented by Kirsten L. Barr, Esquire, of Mt. Pleasant, South Carolina.

STATEMENT OF CASE

This Order replaces the Order issued December 17, 2008 which erroneously included the exceptions to a companion file, WCC File #0327174. The previous Order is withdrawn. WCC File #0327174 has not yet been heard on appeal, and it will be scheduled in due course. This appeal is for WCC File # 0220142.

The parties were heard by Commissioner George N. Funderburk on April 23, 2008 in Florence, South Carolina. On June 12, 2008, he issued the following Order:

> NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Bob Wire shall reimburse Peachtree for all causally-related medical treatment and temporary total disability compensation provided to the Claimant by Peachtree after November 3, 2003. Specifically, Bob Wire shall reimburse Peachtree in the amount of $112,789.42 for medical benefits paid and $47,023.88 for temporary total disability benefits paid to the Claimant after November 3, 2003. Peachtree's claim for litigation costs, including attorneys' fees, is denied.
>
> AND IT IS SO ORDERED.

Within the statutory period, counsel for the Defendants/Bob Wire Electrical, Inc. filed an Application for Review in the case setting forth her reasons, copies of which were furnished to all interested parties, prior to oral argument presented before the Appellate Panel on October 28, 2008. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered by oral argument to the individual members of the Full Commission and has since been under study and consideration.

By appeal, Defendant/Bob Wire Electrical, Inc. respectfully submits the following:

1. The South Carolina Workers' Compensation Commission does not have jurisdiction over equitable claims of indemnity or subrogation.

2. Peachtree has unclean hands and will otherwise be unjustly enriched by the "reimbursement" ordered by the Hearing Commissioner.

3. Commissioner Funderburk erred in summarily concluding that Peachtree is entitled to "reimbursement" for all medical and compensation benefits it voluntarily paid the Claimant under a theory of equitable indemnity.

4. Commissioner Funderburk erred in summarily concluding that Peachtree is entitled to "reimbursement" for all medical and compensation benefits it voluntarily paid the Claimant under a theory of equitable subrogation.

5. Commissioner Funderburk's finding that Bob Wire must "reimburse" Peachtree for all temporary total disability compensation benefits paid to the Claimant after November 3, 2003 is arbitrary and capricious.

6. Peachtree's request for "reimbursement" is governed by S. C. Code Ann. § 42-9-210 and § 42-1-560.

In an appellate review, the Panel shall, pursuant to S.C. Code Ann. §42-17-50 (1985), review the Award, weigh the evidence as presented at the initial hearing 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 Hearing Commissioner. After careful review in the instant case, the Commission, by unanimous vote, has determined all of the Hearing Commissioner's Findings of Fact and Conclusions of Law are correct as stated. Accordingly, they shall become, and hereby are, the law of the case, and; therefore, the Order is sustained in its entirety.

FINDINGS OF FACT

1. The Appellate Panel made the following findings of fact and conclusions of law:

a. Claimant suffered a new accident and injury on or about November 3, 2003 while working for Bob Wire Electrical, Inc. which was an aggravation of his pre-existing back condition. Based on the medical records, testimony and other evidence in the record, it appears this new accident occurred on or about November 3, 2003.

b. Claimant gave notice of the new accident and injury which occurred while working for Bob Wire by immediately telling his supervisor on the job, Brad Arruda, who in turn told the owner of Bob Wire.

c. The statute of limitations was satisfied by Bob Wire being added as a party by Defendants/Peachtree and Builders Mutual.

d. This claim is remanded to the jurisdictional commissioner for determination of average weekly wage and benefits, etc. and apportionment of benefits paid and/or to be paid in a manner consistent with the findings set forth herein.

The appeal of these findings was dismissed and, therefore, these findings of the Appellate Panel are the law of the case.

2. All medical expenses incurred by Peachtree as a result of Claimant's accident and injury on December 9, 2002 while working for Peachtree, until Claimant's subsequent injury on November 3, 2003 while working for Bob Wire, are causally related to Claimant's December 9, 2002 accident which occurred while working for Peachtree.

3. All medical expenses and temporary total disability benefits paid after November 3, 2003 are causally related to his accident while working for Bob Wire on that date.

4. Until the date Bob Wire's appeal was dismissed by the circuit court on December 20, 2007, Bob Wire continued to deny its responsibility in this matter and continued to deny any subsequent accident and injury had occurred to the Claimant while he was working for Bob Wire. On July 10, 2006, Claimant settled the 2002 claim against Peachtree by Consent Order Approving Settlement Agreement, which was approved by the Commission on August 29, 2006. Peachtree gave no notice to Bob Wire of this settlement, but the settlement was approved by the Commission and made a part of the Commission's file in this case prior to the hearing before the Appellate Panel on November 21, 2006.

CONCLUSIONS OF LAW

1. Bob Wire's argument that Peachtree relinquished its right to seek reimbursement from Bob Wire by clinchering the case with the Claimant without notice to Bob Wire is fundamentally without merit. First, it should be noted the clincher specifically is between Claimant and Peachtree, not Bob Wire, and both Peachtree and Claimant specifically reserved all rights either party may have against Bob Wire. Second, at the time of the settlement, Bob Wire denied any responsibility in this matter and that a subsequent accident ever occurred at all. Bob Wire cannot now be heard to suggest it was entitled to notice of any settlement between the other parties to the case. Third, the settlement involved matters arising out of the December 9, 2002 accident with Peachtree, not the November 3, 2003 accident with Bob Wire. As conceded by all

parties to this case, the 2003 injury with Bob Wire should have been, and now has been, bifurcated and established as a separate claim, with a separate WCC file number with the Commission. Under these circumstances, it is concluded, as a matter of law, Bob Wire was not and could not be a necessary and proper party to the settlement agreement between Peachtree and the Claimant and was not entitled to any notice of the settlement. The Settlement Agreement between Peachtree and the Claimant, which settled the 2002 claim, has no bearing on Peachtree's right to reimbursement for expenses it incurred as a result of the 2003 claim.

2. Peachtree paid medical providers a total of $137,980.61 according to its APA submissions. It appears $112,789.42 in medical benefits was provided after the November 3, 2003 accident with Bob Wire. Therefore, Peachtree is entitled to reimbursement from Bob Wire of the $112,789.42 in medical benefits paid by Peachtree which were causally related to the November 3, 2003 accident, subject to prompt verification by Bob Wire and its Carrier.

3. Peachtree also paid temporary total disability benefits after the November 3, 2003 accident with Bob Wire in the amount of $47,023.88. Peachtree is entitled to reimbursement of those benefits from Bob Wire.

4. Peachtree is not entitled to an award of attorneys' fees and costs under the theory of equitable indemnity.

ORDER

IT IS, THEREFORE, ORDERED the Order of the Single Commissioner filed in the above-captioned matter on June 12, 2008 is hereby affirmed by the Panel, and the same shall constitute the Decision and Order of the Appellate Panel.

IT IS FURTHER ORDERED Bob Wire shall reimburse Peachtree for all causally related medical treatment and temporary total disability compensation provided to the Claimant by Peachtree after November 3, 2003. Specifically, Bob Wire shall reimburse Peachtree in the amount of $112,789.42 for medical benefits paid and $47,023.88 for temporary total disability benefits paid to the Claimant after November 3, 2003. Peachtree's claim for litigation costs, including attorneys' fees, is denied.

AND IT IS SO ORDERED.

S. C. WORKERS' COMPENSATION COMMISSION

Derrick L. Williams, Commissioner

FULL AFFIRMATION

CONCUR:

Andrea C. Roche, Commissioner

G. Bryan Lyndon, Commissioner

(L:\0327174.dlw.app.)

CERTIFICATE OF SERVICE

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

This 6th day of February, 2009

By Janet Godfrey Bruce
Administrative Assistant to the Commission

KLB
NDD
RCD
RAH III
JCG

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
JUDICIAL CONFERENCE DECISION AND ORDER

Christopher Price v Peachtree Electrical, et.al.
SCWCC: 0220142
Commissioners: Williams, Roche, Lyndon

A motion to reconsider this matter was served on the Judicial Department of the South Carolina Workers' Compensation Commission. **Section 42-17-50** governs hearing by the Commission. **Regulation 67-215 B** states "The Commission will not address a motion involving the merits of the claim, including, but not limited to, a motion (1) for dismissal, or (2) for summary judgment." **Regulation 67-709** governs the procedure for Commission Review.

IT IS, THEREFORE, ORDERED the pending motion be, and hereby is;

Dismissed.

AND IT IS SO ORDERED.

Andrea Pope Roche, Chair

Columbia, South Carolina

1/26/09 2009

CONCURRING:	NOT PARTICIPATING:	DISSENTING:
Commissioner David Huffstetler	X	
Commissioner Susan S. Barden		
Commissioner G. Bryan Lyndon		
Commissioner Derrick Williams		
Commissioner Avery Wilkerson		
Commissioner T. Scott Beck		

STATE OF SOUTH CAROLINA COUNTY OF GEORGETOWN	)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT SCWCC NO. 02200142
Christopher Price, Claimant, v. Peachtree Electrical Services, Inc. and Builders Mutual Insurance Company, Employer/Carrier/Appellants, v. Bob Wire Electric, Inc., self-insured Employer, through South Carolina Home Builders Association SIF, Defendants/Respondents.	)	CASE NO: 2009-CP-22-0087 and 2009-CP-22-0182 **ORDER**

FILED
GEORGETOWN COUNTY, S.C.
2009 SEP 21 AM 9:56
ALMA Y. WHITE
CLERK OF COURT

This matter came before me on the cross-appeals of the parties from the Amended Appellate Panel Decision and Order of the South Carolina Workers' Compensation Commission, dated January 6, 2009 ("Appellate Panel Order"). That Order specifically incorporates by reference the Single Commissioner's Decision and Order, dated June 12, 2008 ("Single Commissioner's Order); therefore, both Orders must be considered together.

STATEMENT OF THE CASE

The parties to this appeal each employed the Claimant, Christopher Price, at different times. Peachtree Electrical Services ("Peachtree") employed the Claimant in 2002 and Bob Wire Electric, Inc. ("Bob Wire") employed the Claimant afterward, in 2003. Peachtree seeks reimbursement from Bob Wire for workers' compensation benefits it says it paid to the

Claimant unwittingly as a result of an accident that actually occurred while Claimant worked for Bob Wire.

FACTUAL AND PROCEDURAL HISTORY

This matter has a long procedural history, including a prior appeal to this Court, which requires recitation. It is helpful to review this history in two parts, one involving the prior appeal and the other involving this current appeal.

1. **Prior Appeal:**

The record reflects that the Claimant was injured on the job with Peachtree on December 9, 2002. Peachtree provided all benefits under the South Carolina Workers' Compensation Act ("Act") for that injury. The Claimant was released by his authorized treating physician on August 8, 2003 and given an impairment rating. He subsequently went to work for Bob Wire Electrical ("Bob Wire"). On November 3, 2003, after he had been working for Bob Wire, he returned to the authorized treating physician complaining of additional back problems. Nothing was said about a new accident. He was taken out of work by the doctor and Peachtree's Carrier restarted workers' compensation benefits, including medical treatments.

After paying substantial additional benefits to the Claimant, Peachtree discovered evidence which it believed showed Claimant had suffered a subsequent injury while working for Bob Wire, which had led him to return to the doctor. Peachtree filed a Motion to add Bob Wire as a party. That motion was granted.[1]

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[1]Bob Wire appealed the Order adding it to the case but that appeal was dismissed as interlocutory.

On June 5, 2006, a hearing was held before Commissioner David Huffstetler for the purposes of determining what permanent disability benefits might be due the Claimant for the accident with Peachtree and whether a subsequent accident with Bob Wire had occurred such that Bob Wire should be held responsible for benefits flowing from that second accident. Commissioner Huffstetler awarded the Claimant benefits based upon 35% disability to the back and held that there had not been a subsequent accident with Bob Wire.

Peachtree appealed Commissioner Huffstetler's Order as to whether there had been a subsequent accident with Bob Wire. The Appellate Panel of the Full Commission reversed, finding that the Claimant had, indeed, suffered a subsequent accident while working for Bob Wire. In this first Order of the Appellate Panel relating to this case, dated May 4, 2007, the Appellate Panel made detailed findings of fact and conclusions of law, and then held as follows:

> **The foregoing facts are hereby incorporated by reference as this Commission's Findings of Fact**, and this Commission **further** finds as follows:
>
> 1. Claimant suffered a new accident and injury on or about November 3, 2003, while working for Bob Wire Electrical, Inc., which accident and injury was an aggravation of his pre-existing back condition. Based upon the medical records, testimony and other evidence in the record, it appears that this new accident occurred on or about November 3, 2003.
>
> 2. Claimant gave notice of the new accident and injury which occurred while working for Bob Wire by immediately telling his supervisor on the job, Brad Arruda, who in turn told the owner of Bob Wire.

3. The statute of limitations was satisfied by Bob Wire being added as a party by Defendants Peachtree and Builders Mutual.

4. **This claim is remanded to the Jurisdictional Commissioner for determination of average weekly wage and benefits, etc., and apportionment of benefits paid and/or to be paid in a manner consistent with the findings set forth herein.**

ORDER

IT IS, THEREFORE, ORDERED that the Order of the Hearing Commissioner filed on July 5, 2006, is hereby AFFIRMED, AS MODIFIED, and the matter is remanded to the jurisdictional Commissioner as provided herein.

First Appellate Panel Order, dated May 4, 2007, p. 16 (emphasis added).

Importantly, at the time this Order was issued, the 2002 and 2003 injuries were being dealt with (and litigated) together. As will be noted, the two claims were subsequently bifurcated by the Commission as a result of the First Appellate Panel Order.

Bob Wire attempted to appeal from this First Appellate Panel Order, but the appeal was dismissed as untimely.

2. Current Appeal:

Following the dismissal of Bob Wire's appeal, a hearing on remand was held before Commissioner George N. Funderburk, who issued the Single Commissioner's Order of June 12, 2008 involved in this appeal. The Single Commissioner's Order begins by recounting some of the history set forth above as well as the findings of facts of the First Appellate Panel Order set forth above. Commissioner Funderburk noted that "the appeal of these findings

was dismissed and, therefore, these findings of the Appellate Panel are the law of the case." Single Comissioner's Order, Findings of Fact No. 1, p. 7. Commissioner Funderburk noted that the 2002 claim (involving the accident with Peachtree) and the 2003 claim (involving the accident with Bob Wire) were now bifurcated as two separate claims, and that the only issues on remand were for a "determination of average weekly wage and benefits, etc., and apportionment of benefits paid and/or to be paid in a manner consistent with [the First Appellate Panel Order of May 4, 2007]." The record reflects that the Average Weekly Wage for Peachtree's 2002 accident was $343.24. There has been no determination of the Average Weekly Wage for the 2003 accident, which is now the subject of a separate claim.[2]

At the hearing before Commissioner Funderburk, Peachtree submitted without objection documentary evidence of the compensation and medical benefits it paid to the Claimant after November 3, 2003, the date of the Claimant's accident and injury with Bob Wire. Bob Wire argued that Peachtree had waived its right to seek reimbursement from Bob Wire by entering into a settlement agreement with the Claimant with regard to the 2002 claim. In his Conclusions of Law, the Single Commissioner held that this argument was "fundamentally without merit." Single Commissioner's Order, Conclusion of Law No. 1, p. 7.

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[2]At the hearing before this Court, counsel for Bob Wire stated there is a hearing scheduled for the very near future with regard to what additional benefits, if any, are due the Claimant from the 2003 accident.

Commissioner Funderburk concluded that Peachtree paid medical benefits as a result of the November 3, 2003 accident with Bob Wire in the total amount of $112,789.42, as well as temporary total disability benefits as a result of the November 3, 2003 accident in the amount of $47,023.88. This conclusion was based upon the detailed submissions by Peachtree of the benefits it paid to the Claimant. It does not appear from the record that Bob Wire put up any contrary evidence as to what benefits Peachtree paid relative to the 2003 claim. The Single Commissioner ordered that:

> Bob Wire shall reimburse Peachtree for all causally-related medical treatment and temporary total disability compensation provided to the Claimant by Peachtree after November 3, 2003. Specifically, Bob Wire shall reimburse Peachtree in the amount of $112,789.42 for medical benefits paid and $47,023.88 for temporary total disability benefits paid to the Claimant after November 3, 2003. Peachtree's claim for litigation costs, including attorneys' fees, is denied.

Bob Wire appealed the Single Commissioner's Order. The Appellate Panel unanimously affirmed the Single Commissioner's Award, incorporating the Single Commissioner's Order as its own.

Bob Wire now appeals from the Appellate Panel's Order dated January 6, 2009.

STANDARD OF REVIEW

"The South Carolina Administrative Procedures Act governs judicial review of a decision of an administrative agency." Clark v. Aiken County Gov't, 366 S.C. 102, 107, 620 S.E.2d 99, 101 (Ct. App. 2005). "Any review of the [C]ommission's factual findings is governed by the substantial evidence standard." Lockridge v. Santens of Am., Inc., 344 S.C.

511, 515, 544 S.E.2d 842, 844 (Ct. App. 2001). Under this standard, a reviewing court will not overturn a decision by the Commission unless the determination is unsupported by substantial evidence or is affected by an error of law. Rodriguez v. Romero, 363 S.C. 80, 84, 610 S.E.2d 488, 490 (2005).[3]

DISCUSSION

In this appeal, Bob Wire essentially raises two issues. First, Bob Wire argues that "the South Carolina Workers' Compensation Commission does not have the power or authority to order a subsequent employer to 'reimburse' a prior employer under any theory and the elements of equitable indemnity and/or subrogation are otherwise not established in, or applicable, to this case." Appellant's Brief, pp. 1 - 2. Second, Bob Wire argues, "in the alternative," this matter should be remanded "as the Commission failed to address any of the jurisdictional or complex legal issues raised on appeal and failed to make detailed findings of fact and conclusions of law on these disputed matters, in contravention of South Carolina Code Ann. § 42-17-40 and South Carolina Code Section § 1-23-350." Id. For the reasons set forth below, this Court finds that there is substantial evidence to support the Appellate Panel's Order of January 6, 2009, there is no error of law contained in that Order and,

[3]Bob Wire asserts that, because the Commission relied upon equitable principals in reaching its decision, this is an action in equity requiring a de novo review by this Court. However, Bob Wire cites no authority for the proposition that a review of a decision of the South Carolina Workers Compensation Commission should be made under any standard of review other than the substantial evidence rule provided for under the Administrative Procedures Act. See, Lockridge, supra. I find Bob Wire's contention without merit. Nevertheless, even if Bob Wire's argument did have merit, this is an argument which should have been raised on appeal from the first Appellate Panel Order as it relates to the issues of whether (not how much) Peachtree should be reimbursed.

therefore, the decision of the Commission must be affirmed.

1. **Commission's Authority to Order Reimbursement:**

The issue of whether the Commission has the "power or authority" to order reimbursement under the facts of this case was a matter specifically addressed by the Full Commission in its First Appellate Panel Order of May 4, 2007. Bob Wire's appeal from this Order was dismissed. Thus, the doctrine of res judicata applies as to those issues previously litigated and the Findings of Fact and Conclusions of Law contained in that Order are the law of the case.

The issues previously litigated revolved around whether there was a subsequent accident on November 3, 2003 and Peachtree's entitlement to reimbursement. The Full Commission specifically addressed its power and authority in this matter, and the doctrines of equitable subrogation and equitable indemnity. In the prior appeal, the Appellate Panel held as follows:

> In this case, this Commission has the authority and power to place the responsibility for a claim upon the employer and carrier who ultimately should be liable. The doctrine of equitable subrogation applies here and its elements have been satisfied with respect to Bob Wire. Peachtree, the party claiming subrogation, paid the debt owed to the injured worker, Christopher Price. Peachtree was not a volunteer, but had a direct interest in the discharge of the debt or lien. Peachtree was secondarily liable for the debt in that, save for the intervening accident and causation, it would have liability. Certainly, no injustice will be done to the party who, in equity and good conscience, should be responsible - Bob Wire.

First Appellate Panel Order, dated May 4, 2007, p. 15 (emphasis added).

As noted by the Single Commissioner and the Appellate Panel in their respective Orders appealed from now, these findings are now the law of the case.

Bob Wire argues, nonetheless, that these issues are "jurisdictional" and may be argued at any time, citing Edwards v. State, 372 S.C. 493, 642 S.E.2d 738 (2007). However, Bob Wire's position ignores the fact that it has already litigated these issues, its appeal was dismissed as untimely, and our law is clear that one cannot continue to raise such matters after appeals are exhausted. Directly on point are the cases of Hoffman-Hoffman v. S&K Systems, 281 S.C. 336, 315 S.E.2d 169 (Ct. App. 1984) and Dunlap & Dunlap v. Zeimerman, 188 S.C. 322, 199 S.E.2d 296 (1938). The Court of Appeals in Hoffman-Hoffman, quoting with approval from Dunlap & Dunlap, held:

> The question of jurisdiction may be raised once, but when the issue has been decided adversely to a party he cannot continue to raise it, in different stages of a trial. His remedy is to preserve his exception in the first instance, and his failure to do so foreclose the right to raise it again.

The Court then quoted the Supreme Court in its decision in the case of Nix v. Mercury Motor Express, Inc., 270 S.C. 477, 242 S.E.2d 683 (1978), which held:

> We therefore find that having raised the jurisdictional question at trial and having an adverse ruling, Cooper waived his right to complain about jurisdiction when he failed to appeal the Magistrate's judgments. This is true whether the jurisdiction related to the person or the subject matter.

Hoffman-Hoffman, at p. 338 (emphasis added).

Thus, in order to preserve a challenge to jurisdiction - even subject matter jurisdiction - the Appellants here were required to file and serve a timely appeal. They did not and therefore

cannot now challenge the Commission's jurisdiction, power or authority to rule as it did.

2. **Adequacy of Findings of Fact and Conclusions of Law Below:**

The Appellants next argue that the Appellate Panel failed to make adequate findings of fact and conclusions of law, as required by South Carolina Code § 42-17-40 and South Carolina Code § 1-23-350. This position is based predominately on Bob Wire's arguments with regard to the Commission's jurisdiction and the issues raised, but not timely appealed from, in the first round of appeals in this case. Again, as to those issues, Bob Wire cannot now be heard to complain.

With respect to the amounts determined by the Single Commissioner to be reimbursed by Bob Wire to Peachtree, which amounts were affirmed by the Appellate Panel, there is substantial evidence in the record such that this Court must affirm the Commission's Order. For clarity, the issues here are the determination of Average Weekly Wage and the allocation of the benefits paid to the Claimant between the 2002 claim and the 2003 claim.

a. **Determination of Average Weekly Wage.**

The record reflects that the Average Weekly Wage paid by Peachtree to the Claimant for its 2002 accident was $343.24. Bob Wire contends here that the Average Weekly Wage for the November 3, 2003 accident is lower and it should not be required to reimburse Peachtree at a higher comp rate. The difficulty with Bob Wire's argument is several-fold. First, the Commission has determined that Peachtree innocently and unwittingly paid the Claimant benefits at the rate established in the 2002 claim. According to the First Appellate

Panel Order, Bob Wire had notice of but nevertheless denied that the Claimant had been injured on its job. Because Peachtree had no knowledge of the subsequent accident, it paid at the higher rate of compensation, and had no right to pay the Claimant using a lower Average Weekly Wage. If Bob Wire's argument were to be accepted, this Court would calculate the weeks of benefits paid after November 3, 2003 at the lower comp rate. However, this would only result in a partial reimbursement of what Peachtree actually paid as a result of the 2003 claim against Bob Wire. Therefore, it is the finding of this Court that the Commission correctly based reimbursement to Peachtree on the amount of benefits actually paid by it to the Claimant and not, as Bob Wire argues, on the Employee's average weekly wage while employed by Bob Wire. Though not exactly on point in this case, the court finds S.C. Code Ann. § 42-9-430 also persuasive on this issue. That statute states:

> Whenever a dispute arises between two or more parties as to which party is liable for the payment of workers' compensation benefits to an injured employee pursuant to the provisions of this title . . . the hearing commissioner may, in his discretion, require the disputing parties involved to pay benefits immediately to the employee and to share equally in the payment of those benefits until it is determined which party is solely liable, at which time ***the liable party must reimburse all other parties for the benefits they have paid to the employee . . . .***

S.C. Code Ann. § 42-9-430 (emphasis added).

b. Allocation of Benefits Paid Between the 2002 and 2003 claims.

As noted, the Appellate Panel's Decision specifically incorporates by reference the Single Commissioner's Order. Read together, the Findings of Fact and Conclusions of Law

are clear and specific. Peachtree submitted detailed evidence of the medical bills and compensation it paid to or on behalf the Claimant. The record reflects a breakdown of those benefits paid before the second accident on November 3, 2003, for which the Commission held Peachtree responsible, and after that second accident with Bob Wire, for which it held Bob Wire responsible. Bob Wire submitted no contrary evidence. The First Appellate Panel Order had already concluded that the 2003 accident with Bob Wire was an aggravation of the prior injury sustained while working for Peachtree. See, First Appellate Panel Order, dated May 4, 2007, Findings of Fact No. 1. Thus, it is perfectly logical for the Commission to conclude that all benefits paid after that date flowed from this second accident. Because there is substantial evidence to support the Commission's findings, this Court must sustain those findings.

Bob Wire also argues that, should the Commission's Order be affirmed, Peachtree would somehow collect some "windfall." This position is based predominately upon the fact that Peachtree "clinchered" its case with the Claimant in conjunction with the settlement of its lien on proceeds from a third-party claim stemming from the 2002 accident.

Bob Wire's argument fails for several reasons. As the Appellate Panel's Order of January 6, 2009 finds, the clincher agreement was between the Claimant and Peachtree, not Bob Wire. The settlement was with respect to Peachtree's 2002 claim only. Both Peachtree and the Claimant specifically reserved all rights either party may have against Bob Wire. At the time of that settlement, Bob Wire denied any responsibility whatsoever in this matter, or even that a subsequent accident ever occurred at all. Appellate Panel Order, dated January

6, 2009, Conclusions of Law No. 1, p. 5. Furthermore, the third-party case (and subsequent settlement) and the workers' compensation claim against Peachtree all arose out of the December 9, 2002 accident, not the November 3, 2003 accident with Bob Wire. As the Commission held, "the settlement agreement between Peachtree and the Claimant, which settled the 2002 claim, has no bearing on Peachtree's right to reimbursement for expenses it incurred as a result of the 2003 claim." Id., p. 6.

Bob Wire's position is also based substantially upon conjecture. The settlement between Peachtree and the Claimant was a compromise of several significant issues. The first issue compromised was Peachtree's lien on the third-party settlement. A second issue compromised was its obligations to pay the Claimant permanent partial disability benefits pursuant to Commissioner Huffstetler's Order. Third, Peachtree compromised its potential liability for a change of condition and future medicals under South Carolina Code § 42-17-90. The calculus of this settlement between Peachtree and the Claimant, at the time it was entered into, would require pure speculation on this Court's part. This Court does not have the ability to look behind the four corners of that settlement agreement to devine the dynamics of the issues settled, even if that settlement of the 2002 claim were germaine to Peachtree's right to reimbursement for benefits paid as a result of Bob Wire's 2003 accident.

3. **Attorney's Fees.**

Peachtree cross-appealed the Appellate Panel's denial of its request for reimbursement of attorneys' fees incurred in litigating to recover from Bob Wire the costs of the benefits paid to the Claimant. Peachtree bases its claim for attorneys' fees upon the doctrine of

equitable indemnity. However, it is well settled that attorneys' fees may only be granted when authorized by statute or contract. Therefore, the Commission's denial of attorney's fees to Peachtree is also affirmed.

CONCLUSION

The majority of Bob Wire's arguments on appeal here were matters which were before the Commission in the earlier appeal, from which Bob Wire failed to appeal timely, and are now the law of the case. As to the decision of the Appellate Panel dated January 6, 2009, which is the only matter before this Court, the record contains substantial evidence to support the Commission's findings of fact and conclusions of law on all issues. The Commission's ruling denying Peachtree's request for attorney's fees is also affirmed.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Amended Appellate Panel Decision and Order of the South Carolina Workers' Compensation Commission, dated January 6, 2009, ordering Bob Wire Electric, Inc. and the South Carolina Homebuilders Association Self-Insurance Fund to reimburse Builders Mutual Insurance Company, as Carrier for Peachtree Electrical Services, Inc., the total amount of $159,813.30 ($112,789.42 for medicals and $47,023.88 in compensation benefits) is AFFIRMED, and judgment in the amount of $159,813.30 is hereby rendered accordingly.

s/ Benjamin H Culbertson
Presiding Judge
Fifteenth Judicial Circuit

Georgetown ~~Columbia~~, South Carolina

Sept. 14, 2009

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN) FIFTEENTH JUDICIAL DISTRICT
CASE NO.: 2004-CP-22- 387

CHRISTOPHER PRICE,

Plaintiff,

v.

DIVINE DINING GROUP, INC.

Defendant,

COMPLAINT
NEGLIGENCE
(JURY TRIAL REQUESTED

FILED
GEORGETOWN COUNTY, S.C.
2004 MAY 17 AM 9:25
ALMA T. WHITE
CLERK OF COURT

TO THE DEFENDANT NAMED ABOVE NAMED:

The Plaintiff herein, complaining of the Defendants, would respectfully show unto this Honorable Court:

1. That Plaintiff is a person who is a citizen of and resides in the County of Horry, State of South Carolina.

2. That upon information and belief, Defendant, Divine Dining Group, Inc., is a corporation incorporated under the laws of the State of South Carolina with its principal place of business and doing business in the Counties of Horry and Georgetown.

3. That this Court has both subject matter and personal jurisdiction over this claim and the parties.

4. That the Defendant contacted Peachtree Electric Services and requested that they perform certain electrical work on their restaurant known as Divine's Fish House located in Murrells Inlet, Georgetown County, South Carolina.

5. That on December 9, 2002, Plaintiff was an employee of Peachtree Electric Services working in a restaurant known as Divine's Fish House and owned and operated by the Defendant, Divine Dining Group, Inc.

FOR A FIRST CAUSE OF ACTION
(NEGLIGENCE)

6. That the allegations contained in the previous paragraphs are herein realleged as if set out verbatim.

7. That Plaintiff was working underneath the restaurant in the capacity of his employment with Peachtree Electric Services, and as an invitee, the Defendant owed the Plaintiff along with the other employees of Peachtree Electric Services reasonable care for their safety.

8. That there was a hole approximately six feet (6') deep underneath the restaurant which was completely covered with plywood, and the plywood had sand on top of it, and that you could not discern where the hole was because it looked like the entire floor was sand.

9. That the Defendant was aware of the hole underneath the restaurant.

10. That the Plaintiff fell approximately five feet (5') through the plywood that was covering the hole underneath the restaurant.

11. That had there not been a hole underneath the restaurant, the Plaintiff would not have fallen approximately five feet (5') into the hole, and the Plaintiff would not have sustained injuries.

12. That when the Plaintiff fell approximately five feet (5') into the hole, he injured his back.

13. That Plaintiff has had to undergo surgery and various steroid injections in his back and is need of further medical treatment and surgery as of this date.

14. That at the time of the accident, the Defendant was aware of the danger the hole underneath the restaurant created especially for any workmen who might be working at the site of

the Divine Fish House and should have offered the utmost duty of care for his safety and is liable for the injuries resulting from the breach of such duty.

15. In the alternative, the Defendant had a duty to warn the Plaintiff of any latent or hidden dangers, specifically the six foot (6') hole underneath the restaurant known as Divine's Fish House where the Plaintiff was invited to perform electrical work and of such hole the Defendant was aware.

16. That Defendant Divine Dining Group, Inc. was willful, wanton, careless and grossly negligent in that they were aware of the hole underneath the restaurant and were aware that someone could be injured if they fell into the hole, and they should have filled in the hole underneath the restaurant. All of which were proximate and actual cause of the injuries and damages suffered by the Plaintiff.

17. That Plaintiff has been injured and suffered damages as follows:

a. Past medical bills;
b. Future medical bills;
c. Past physical pain and suffering;
d. Future physical pain and suffering;
e. Past lost wages;
f. Future lost wages;
g. Past mental pain and suffering;
h. Future mental pain and suffering;
i. Bodily impairment; and
j. Permanent disability.

and that the aforesaid negligent, grossly negligent, careless, willful, wanton and reckless acts and conduct of the Defendant has all been to the general damage and detriment of the Plaintiff in the amount of actual damages to adequately compensate the Plaintiff.

18. That the Plaintiff is informed and believes that because of the gross negligence of the Defendants and Defendants' violation of the statutes, as hereinabove enumerated, the Plaintiff is entitled to an award of punitive damages in an appropriate amount.

WHEREFORE, the Plaintiff prays:

a. That he be awarded judgement against the Defendant for actual damages in an amount adequate to compensate the Plaintiff;

b. That he be awarded punitive damages in an amount to be determined by an empaneled jury;

c. That he be awarded costs of this action; and

d. For such other and future relief as this Court deems just and proper.

LAW OFFICES OF N. DAVID DuRANT
AND ASSOCIATES, P.A.

BY _____

N. David DuRant
Attorneys for the Plaintiff
Post Office Box 14722
Surfside Beach, SC 29587
(843) 650-7800

May 12, 2004

P.O. Box 1715 • 1612 Main Street
Columbia, South Carolina 29202-1715

File # 0220142
Employer File # 102-47128
Carrier Code # 1062
Employer FEIN 570954300

Christopher Price	6659	Peachtree Electrical Services	
Claimant's Name	SSN	Employer's Name	
Address	City Murrells Inlet, SC 29576 State Zip	196A Stonebridge Dr., Myrtle Beach, SC 29588	
		Address City State Zip	
(843) 283-3165	( )	Builders Mutual Insurance Co.	
Home Phone #	Work Phone #	Insurance Carrier	
N. David DuRant		(843) 650-7800	
Preparer's Name		Phone #	

Complete each information blank. To request a hearing, check box 13 b., 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 worker's compensation benefits is made based on the following grounds:

1 a. The claimant sustained an accidental injury to back (part of body hurt) on December 9, 2002 (month day year) in Georgetown County, State of South Carolina.

1 b. Describe briefly how the accident occurred fell in a hole where the Claimant was working

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 December 9, 2002 (month day year) in the following manner: orally

☒ 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 Claimant will need pain medicine for the remainder of his lifetime

☐ 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:

☒ 8. Due to the injury, the claimant has permanent disability of the following nature and extent: (check one)
☒ (1) General Disability: ☒ Total ☐ Partial Claimant is totally disabled
☒ (2) Specific Disability: ☐ Total ☒ Partial
Body part(s) affected are: Back

☐ 9. Due to the injury, the claimant has a serious bodily disfigurement consisting of

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

10 b. Give names and addresses of all employers for whom the claimant has worked since the date of the accident. None

11 a. Further grounds of claim:

11 b. List names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident: William L. Mills, MD, Coastal ORthopaedic, 2376 Cypress Circle, #300, Conway, SC 29526

11 c. 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 [illegible] Compensation Commission may direct as just and proper.

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

RECEIVED SCWCC
JUN 22 2005 FEB 08 2005
SCHBSIF JUDICIAL

[redacted]
Signature of Claimant/Representative

February 3, 2005
Date

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

WCC Form # 50. Rev. Date 9/90

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

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

WCC File # 0220142
Carrier File#
Carrier Code# 1062
Employer FEIN

Christopher Price — Claimant's Name
-6659 — SSN
Peachtree Electrical Services — Employer's Name

Address
Murrells Inlet, SC 29576 — City State Zip
196 A Stonebridge Dr., Myrtle Beach, SC 29588 — Address City State Zip

Home Phone # Work Phone #
Builders Mutual Ins. Co. — Insurance Carrier

Richard C. Detwiler — Preparer's Name
(803)256-2371 — Phone #

The date of injury on the Form 12A is: 12/9/02.

Check applicable section(s). The employer requests a hearing to:

[X] **I. Stop payment of compensation.** Compensation payments are current as of 9/13/05 and shall continue until otherwise ordered or until a Form 17 is signed by the Claimant. A **Form 17** was offered and refused on 9/29/05.

The basis of the stop payment hearing is: (check one):

[X] (a) The authorized health care provider states the claimant has reached maximum medical improvement.

[] (b) The authorized health care provider states the claimant is able to return to the same or suitable job and has assigned an impairment rating, if any, and the same or other suitable job has been offered to the claimant.

[] (c) The authorized health care provider states the claimant is unable to return to the same or other suitable job and has assigned an impairment rating, if any.

[] **II. Terminate temporary compensation suspended per R. 67-505.** Date suspended: N/A.
[] (a) The claimant refuses medical treatment.

[] (b) The employer states the claimant is working, has worked for at least fifteen calendar days, and the claimant refuses to sign the Form 17. Requesting: [] Informal conference [] Hearing

[] **III. Pay compensation** in the amount of $_____ based on the following grounds:

[X] **IV. Request Credit for overpayment of temporary compensation.**

[] **V. Reduce payment of compensation** from $_____ to $_____, based on the following grounds: _____

Compensation payments are current as of 9/13/05 and shall continue until otherwise ordered or until a Form 17 is signed by the claimant.

I certify that I have served this document pursuant to R.67-212 by delivering a copy to
N. David Durant, Esquire, P.O. Box 14722, Surfside Beach, SC 29587
Name Address
on September 29, 2005 by [X] first class mail; [] personal service, [] certified mail.

Preparer's Signature — Attorney for Defendants (Title) — September 29, 2005 (Date)
P.O. Box 1390, Columbia, SC 29202-1390
Address

The claimant may respond by writing the preparer at the address above and filing a copy of the response with the Commission's Judicial Department at the address at the top of the form. Refer to R. 67-208, R. 67 505, R. 67-506 and R. 601 through R. 67-616. Questions about the use of this form may be directed to the Commission's Judicial Department at (803) 737-5675.

WCC FORM #21 Rev. date 3/97 — EMPLOYER'S REQUEST FOR HEARING

21

SCWCC
1612 Marion Street, P.O. Box 1715
Columbia, S.C. 29202-1715

WCC File No. 0220142
Emp. Code No.
Carrier Code No.
Carrier File No.

NOTICE OF HEARING

May 25, 2006

ATTORNEYS OF RECORD

EMPLOYEE: CHRISTOPHER PRICE

PLAINTIFF: DAVID DURANT

EMPLOYER: PEACHTREE ELECTRICAL
BOB WIRE ELECTRIC

INSURER: BUILDERS MUTUAL
SC HOME BUILDERS

DEFENDANTS: RICHARD DETWILER
HAROLD TRASK
ANDREW SMITH

A hearing will be held SOUTH STRAND GOVT COMPLEX,. CONFERENCE ROOM B-130, 9630 SCIPIO LANE,
MYRTLE BEACH, SOUTH CAROLINA.

at 3:00 o'clock p.M., on JUNE 5, 2006.

SUBJECT OF HEARING:
To determine if the emp./carrier may stop payment; and if so, to determine if claimant is entitled to any further benefits. Carrier also requests credit for temporary benefits paid on excess of award.

SC Code R.67.601 - - R.67.614 governs the conduct of hearings. The employee must attend when not represented by an attorney or when disfigurement is involved. An uninsured employer must attend. A corporation must be represented by an attorney. All witnesses must be present and available to testify. Attorneys must file Form 58 (Pre-hearing Brief) with proof of service pursuant to R.67-612. Notify the Commissioner's office listed below if the case is settled or to request a postponement. Postponements are granted only for grounds in R.67-613. The transcript of a hearing is prepared only when requested by a party. An appeal hearing may not be postponed due to failure to timely request the transcript.

Each party is responsible for his witnesses appearing at the hearing.

S.C. WORKERS' COMPENSATION COMMISSION
BY: DAVID W. HUFFSTETLER
Commissioner

CORRECTED NOTICE

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

WCC File # 0220142
Carrier File#
Carrier Code# 1062
Employer FEIN

Christopher Price	5659	Peachtree Electrical Services	
Claimant's Name	SSN	Employer's Name	
Address	Murrells Inlet, SC 29576 City State Zip	196 A Stonebridge Dr., Myrtle Beach, SC 29588 Address City State Zip	
Home Phone #	Work Phone #	Builders Mutual Ins. Co. Insurance Carrier	
	Richard C. Detwiler Preparer's Name	(803)256-2371 Phone #	

Request for Commission Review by [] claimant [X] employer (check one)

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

See attachment to Form 30.

(Check one) Oral argument [X] 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.67-212 by delivering a copy to

Andrew D. Smith, Esq., P.O. Box 2167, Mt. Pleasant, SC 29465; N. David Durant, Esq., P.O. Box 14722, Surfside Beach, SC 29587
Name Address

on the 18th day of July, 2006 by [X] first class mail; [] personal service, [] certified mail.

Richard C Detwiler
Preparer's Signature

Attorney for Defendants
Title

July 18, 2006
Date

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.67-708. Otherwise, file the original and 4 copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R. 67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

WCC Form #30 Rev. Date 9/90

Request for Commission Review.

30

CHRISTOPHER PRICE V. PEACHTREE ELECTRIC SERVICES, INC.
WCC FILE NO.: 0220142

ADDENDUM TO FORM 30

1. The Hearing Commissioner erred in finding that the Claimant did not suffer a new accident and injury causing additional disability on November 9, 2003, while working in the course and scope of his employment with Bob Wire Electrical, which accident and injury aggravated his pre-existing injury caused by a work-related accident with Peachtree Electrical, for which the Claimant had reached maximum medical improvement.

2. The Hearing Commissioner erred in finding that the subsequent employer Bob Wire Electrical and its Carrier the S. C. Homebuilders Association were not on notice of the subsequent accident and injury of the Claimant while working for Bob Wire Electrical.

3. The Hearing Commissioner erred in finding that a claim had not been made against Bob Wire Electrical and the S. C. Home Builders Association within the requisite period provided for under the S.C. Worker's Compensation Act as the Petition to Add those parties was filed within the requisite period, which Petition was granted.

4. The Hearing Commissioner erred in finding as fact "He did not report it as a new injury which is validated in Robert Conroy's deposition" (Finding of Fact No. 6); the error being that this finding is not supported by a preponderance of the evidence.

5. The Hearing Commissioner erred in finding as fact "Since the date of the Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20 from recovery" (Finding of Fact No. 9); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

6. The Hearing Commissioner erred in finding as fact "However, this point is moot because he brings no claim against them" (Finding of Fact No. 10); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

7. The Hearing Commissioner erred in finding as fact "At the time of the hearing, the claimant testified that he believes that all his problems stem from the injury with Peachtree Electrical Services" (Finding of fact No. 11); the error being that this finding is not supported by a preponderance of the evidence

8. The Hearing Commissioner erred in finding as fact "None of the parties deposed Dr. Mills to ask his opinion concerning the purported incident with Bob Wire Electrical and I find no opinion in the medical reports that would indicate that pulling 3 or 4 wires would cause a back injury" (Finding of Fact No. 12); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

9. The Hearing Commissioner erred in finding as fact "That [the filing of a transmittal order making Bob Wire a party] makes them a party to the hearing; it does not establish an injury by accident while the claimant was in their employ" (Finding of Fact No. 14); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

10. The Hearing Commissioner erred in finding as fact "The Claimant's testimony is that he was not injured by accident arising out of his employment with Bob Wire Electrical and there is no medical evidence to indicate that his disability or the need for the second surgery was occasioned by an injury with Bob Wire Electrical" (Finding of Fact No. 16); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

11. The Hearing Commissioner erred in finding as fact "It would be pure speculation for me to find an injury when there is no testimony or medical evidence to support that finding" (Finding of Fact No. 17); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

12. The Hearing Commissioner erred in finding as fact "It appears the Claimant's symptoms recurred after he became active" (Finding of Fact No. 18); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

13. The Hearing Commissioner erred in finding as fact "This resulted in second surgery (fusion)" (Finding of Fact No. 19); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

14. The Hearing Commissioner erred in finding as fact "Dr. Mills opines to a 20% impairment of the back in his January 20, 2005 report and goes on to say, 'this appears to be one process'" (Finding of Fact No. 20); the error being that this finding is not supported by a preponderance of the evidence and is controlled by an error of law.

15. The Hearing Commissioner erred in concluding as law "Under S. C. Code Ann. §42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course of his employment with Bob Wire Electrical" (Conclusion of Law No. 3); the error being that this conclusion is not supported by a preponderance of the evidence and is controlled by an error of law.

16. The Hearing Commissioner erred in concluding as law " Under S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20, any claim against Bob Wire Electrical is barred" (Conclusion of Law No. 4); the error being that this conclusion is not supported by a preponderance of the evidence and is controlled by an error of law.

17. The Hearing Commissioner erred in ordering ". . . the Claimant did not suffer and injury by accident with Bob Wire Electrical."

18. The Hearing Commissioner erred in ordering ". . . Bob Wire is dismissed from this claim."

CERTIFICATE OF SERVICE

Christopher Price v. Peachtree Electric Services, Inc.
WCC File No.: 0220142

I, the undersigned, Candace R. Holmes, of the law offices of Callison Tighe & Robinson, LLC, attorneys for Peachtree Electrical Services and Builders Mutual Insurance Company, do hereby certify that I have served the following documents on counsel of record by placing a copy of same in the United States Mail, first-class postage prepaid, addressed as follows, on July 18, 2006:

Pleading(s): **Form 30 and Addendum**

Counsel Served:

N. David Durant, Esquire
N. DAVID DURANT AND ASSOCIATES
P.O. Box 14722
Surfside Beach, SC 29587

Andrew D. Smith, Esquire
Trask & Howell, L.L.C.
P.O. Box 2167
Mt. Pleasant, SC 29465

Candace R. Holmes

Columbia, South Carolina
July 18, 2006

BEFORE THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION'S APPELLATE PANEL

CHRISTOPHER PRICE, Employee/Claimant, v. PEACHTREE ELECTRICAL, Employer, and BUILDERS MUTUAL INSURANCE, Carrier, Defendants.	W.C.C. FILE NO. 0220142 **Brief of Bob Wire Electrical, Inc. and the S.C. Home Builders SIF, (third-party Defendants)**

STATEMENT OF THE CASE

Third-party Defendants, Bob Wire Electrical Services and the South Carolina Home Builders Self-Insurers' Fund seek review and reversal of Hearing Commissioner George N. Funderburk's June 12, 2008 Decision and Order. The Appellants respectfully contend that the Hearing Commissioner erred as a matter of law in summarily finding and concluding that "Peachtree is entitled to reimbursement from Bob Wire of $112,789.42 in medical benefits" and temporary total disability benefits "in the total amount of $47,023.99." The South Carolina Workers' Compensation Commission does not have the power or authority to order a subsequent employer to "reimburse" a prior employer under any theory and the elements of equitable indemnity and/or subrogation are otherwise not established in, or applicable to, this case. In addition, new evidence has come to light since the Appellate Panel's May 4, 2007 Order of Remand that substantially alter the equities in this case.

The record reveals that the Claimant injured his back in an accident arising out of and in the course of his employment with Peachtree Electrical Services on December 9, 2002[1]. Peachtree and its insurance carrier admitted liability for this injury and voluntarily paid medical and compensation benefits to the Claimant. The Claimant's authorized treating physician, Dr. Mills, opined that the Claimant reached maximum medical improvement by August 8, 2003, though the Claimant reported that he continued to have "daily pain which he rates at about a 4 or 5 on a scale of 1 to 10."[2] (APA p. 86). Peachtree did not file a Form 21.

On October 15, 2003, the Claimant returned to Dr. Mills, who noted: "*Mr. Price reports a two week history of right lower back pain. He denies accident or injury.*" (APA p. 87). Dr. Mills gave the Claimant an injection and prescribed Vicodin for pain. The following week, the Claimant began working for Bob Wire Electrical, Inc. Dr. Mills subsequently recommended an MRI scan because the Claimant's symptoms did not improve with the injection and pain medications. (APA pp. 1-2). There are no medical records to suggest that the Claimant sustained any injury by accident arising out of or in the course of his employment with Bob Wire.

After reviewing the Claimant's medical records and deposing the Claimant on December 18, 2003, Peachtree voluntarily agreed to authorize additional medical treatment (including the new MRI and lumbar fusion surgery) and voluntarily agreed to

[1] The Claimant did not begin to work for Peachtree until October 21, 2003.
[2] The Claimant testified that he continued to have back pain at the time he was released to return to work in August 2003. According to the Claimant, Peachtree informed him that the "didn't want [him] back" so he found part-timework at Bob Wire, because he could not work full-time with his ongoing back pain. (Hrg. Transcript pp. 17—19). The Claimant testified that his doctors led him to believe that if he pushed himself to work he would eventually need another back surgery. (Hrg. Transcript p. 17).

pay temporary total disability compensation from November 21, 2003 and continuing. (APA pp. 161-162, 140).

The Claimant last saw Dr. Mills on December 17, 2004 and a 20% impairment rating was issued on January 6, 2005. (APA pp. 17—18). Again, Peachtree chose not to file a Form 21 and did not seek to terminate temporary total disability compensation. Instead, Peachtree continued to pay temporary total disability compensation for another 78.1429 weeks (through July 6, 2006) at the rate of $343.24 per week ($26,821.76).

After a hearing regarding W.C.C. Claim No. 0220142 on June 5, 2006, Commissioner Huffstetler issued a Decision and Order on July 5, 2006, which awarded the Claimant benefits for a 35% loss of use of his back arising out of the December 9, 2002 accident with Peachtree. Peachtree was awarded a credit for overpayment of temporary total disability compensation for the period after May 5, 2005 (61.1429 weeks or $20,986.68).

Peachtree did not appeal the $36,040.20 award. Instead on July 10, 2006, five days after the award was made, Peachtree "clinchered" W.C.C. Claim No. 0220142 with the Claimant, and waived the $20,986.68 credit for overpayment of temporary total disability compensation. (APA p. 177). As a part of Peachtree's settlement agreement with the Claimant, Peachtree also waived its $196,085.84 lien on the Claimant's $540,000.00 third party settlement for $50,000.00. There is no evidence that the Claimant's $540,000.00 third-party settlement represented anything other than his total cognizable damages. Neither Peachtree, nor the Claimant informed Bob Wire of the settlement or the release of the third party lien.

After clinchering W.C.C. Claim No. 0220142 and resolving its lien on the $540,000.00 third-party settlement, Peachtree filed a Form 30 request for Commission review seeking "reimbursement" from Bob Wire Electrical, which was added as a third-party defendant on the Motion of Peachtree. According to Peachtree's attorney, the Claimant had a subsequent intervening accident at Bob Wire on Sunday, November 3, 2003 (despite the fact there is no record that the Claimant worked that day and there is no medical evidence of any accident on or about that date).

At the hearing before the Commission's Appellate Panel on November 21, 2006, Peachtree's attorney argued that he had not adequately defended Peachtree relative to the Claimant's change of condition for the worse in November 2003. Though Peachtree's attorney deposed the Claimant prior to voluntarily re-starting medical and compensation benefits after November 2003, he argued that it was not until he read the Claimant's deposition *in the third-party case* that he learned that the Claimant had been working for Bob Wire at that time and he could have defended Peachtree on the theory that the Claimant had a subsequent intervening accident. According to Peachtree's attorney,

> *"this guy reached maximum medical improvement, as we all knew, back in August of '03. We've been paying under false pretenses, and this ought to be Bob Wire Electrical's problem."* (Appellate Panel Transcript p. 6).

Bob Wire respectfully contends that Peachtree's failure to defend the claim for additional medical and compensation benefits is not "Bob Wire Electrical's problem" under any legitimate theory. If Peachtree paid benefits under "false pretenses," Peachtree's ire

should be directed at the Claimant – the only party who could have made false representations and the only party who actually benefited by such representations.

Furthermore, Peachtree inexplicably argued that the "Commission sits in equity." The South Carolina Workers' Compensation Commission clearly is an administrative tribunal created by statute to exercise only such powers as are expressly conferred by the General Assembly. *South Carolina Tax Commission v. South Carolina Tax Board of Review*, 278 S.C. 556, 299 S.E.2d 489 (1983). The South Carolina Workers' Compensation does not "sit in equity." The Commission does not have jurisdiction over claims arising from the common law, such as Peachtree's claim for equitable indemnity or equitable subrogation. *See* S.C. Code Ann. § 42-3-180 (stating that the Commission has jurisdiction to determine questions "arising under" Title 42).

After hearing oral arguments, the Commission's Appellate Panel remanded Peachtree's claim against Bob Wire to the jurisdictional Commissioner for "*determination of average weekly wage and benefits, etc., and apportionment of benefits paid and/or to be paid" by Peachtree and Bob Wire.*" (APA p. 73). While it is unclear what this vague and inarticulate sentence actually means, it is clear that the jurisdictional Commissioner should, at a minimum, have made findings as to what debts Peachtree involuntarily paid on behalf of Bob Wire in discharge of a debt for which Peachtree was secondarily liable.

A hearing was held on April 23, 2008 before Commissioner George N. Funderburk pursuant to this remand order. Commissioner Funderburk made no finding as to the Claimant's average weekly wage at the time of the alleged accident on November 3, 2003, as required by the remand order. Commissioner Funderburk made no

finding regarding which benefits Peachtree was "secondarily liable" and paid "involuntarily" on behalf of Bob Wire, an entity with which it has only an adversary relationship. Instead, Commissioner Funderburk summarily concluded that Bob Wire shall pay Peachtree $112,789.42 for medical benefits and $47,023.88 for temporary total disability compensation voluntarily paid by Peachtree for the period after November 3, 2003. Commissioner Funderburk did not consider the fact that Peachtree was already given a $20,986.68 credit for overpayment of temporary total disability compensation, which not only produces a windfall to Peachtree, but is also evidence that it has acted in bad faith.

According to Peachtree's Form 19, Peachtree paid $58,301.74 in temporary total disability compensation and $137,784.61 in medical benefits, for a total of $196,086.35. After a $50,000 reimbursement from the third-party claim, and after the $159,813.30 "reimbursement" ordered by Commissioner Funderburk, **Peachtree will make a profit of $13,726.95 off of W.C.C. Claim No. 0220142,** despite admitting the claim and voluntarily paying all medical and compensation benefits requested by the Claimant.[3] Peachtree also requested attorneys fees and expenses incurred in Peachtree's defense in the amount of $36,234.27, which were denied. (APA p. 144).

In addition, on January 17, 2008 the Claimant has filed a Form 50 claim against Bob Wire for the first time, seeking medical and compensation benefits for the alleged accident on November 3, 2003 accident.

[3] In addition, Peachtree avoided payment of the award of 35% loss of use of the back. This fact directly contravenes Peachtree's statement that it expended $36,040.20 in permanent partial disability benefits as a result of the December 9, 2002 accident. (APA p. 143).

ARGUMENTS

I. The South Carolina Workers' Compensation Commission does not have jurisdiction over equitable claims of indemnity or subrogation.

The South Carolina Workers' Compensation Commission is an administrative agency and can only exercise those powers that have been specifically conferred by the South Carolina General Assembly. *S.C. Tax Comm'n v. S.C. Tax Board of Review*, 278 S.C. 556, 299 S.E.2d 489 (1983). There is no statutory authority by which an employer, who voluntarily pays benefits, can seek "reimbursement" from a subsequent employer or request an "apportionment" of benefits between them. Our Supreme Court has held that South Carolina has neither statute, nor case law, authorizing the apportionment of workers' compensation benefits between successive employers. *Geathers v. 3V, Inc.*, 371 S.C. 570, 641 S.E.2d 29 (2007).

Furthermore, the equitable doctrines of indemnity and subrogation arise out of the common law[4], not out of the statutory provisions of Title 42; therefore, the Commission does not have the power, authority, or jurisdiction to address these arguments by virtue of S.C. Code Ann. § 42-3-180. As stated by our Supreme Court in Edwards v. State, 372 S.C. 493, 642 S.E.2d 738 (2007),

> *"[S]ubject matter jurisdiction is the power of a court to hear and determine cases of the general class to which the proceedings in question belong." Issues related to subject matter jurisdiction may be raised at any time.* (quoting State v. Gentry, 363 S.C. 93, 610 S.E.2d 494 (2005).)

[4] *Kuznik v. Bees Ferry Associates*, 342 S.C. 579, 538 S.E.2d 15 (Ct. App. 2000).

Because the Commission does not have subject matter jurisdiction to entertain Peachtree's claims of equitable subrogation or equitable indemnity, the Commission's Appellate Panel should dismiss Peachtree's claims against Bob Wire, the Claimant's subsequent employer..

II. Peachtree has unclean hands and will otherwise be unjustly enriched by the "reimbursement" ordered by the Hearing Commissioner.

The Hearing Commissioner summarily found that Bob Wire must reimburse Peachtree for "[a]ll medical expenses and temporary total disability compensation paid after the [sic]November 3, 2003," ostensibly under the doctrine of equitable indemnity or equitable subrogation. However, one who comes to the court seeking equity must come with clean hands. *See Precision Instrument Mfg. Co. v. Automotive Co.*, 324 U.S. 806, 814, 65 S.Ct. 993, 89 L.Ed. 1381 (1945) ("He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief."); *Wilson v. Landstrom*, 281 S.C. 260, 315 S.E.2d 130 (Ct.App.1984) ("The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant.") (quotations and citations omitted).

The Appellants respectfully contend that Peachtree's request for reimbursement must be denied because Peachtree's acted unfairly and to the prejudice of Bob Wire.

Furthermore, Peachtree concealed their "unclean" hands at the time of the hearing before the Appellate Panel on November 21, 2006 in bad faith.

The record reveals that Peachtree was given a $20,986.68 credit for overpayment of temporary total disability compensation for the period from May 5, 2005 through July 6, 2006 pursuant to Commissioner Huffstetler's order. However, without notice to or consent from Bob Wire, Peachtree voluntarily relinquished its right to the $20,986.68 credit when it entered into a settlement agreement with the Claimant on August 28, 2006 and concealed this highly prejudicial act from Bob Wire until November 2007 (over a year). Peachtree now claims reimbursement for all temporary total disability compensation for the period from November 3, 2003, totaling $47,023.88, when the Commission only found it liable for $26,037.20 in temporary total disability compensation for the period after November 3, 2003. Bob Wire respectfully contends that this is inequitable and should bar Peachtree's request for reimbursement.

In addition, on April 6, 2006, the Claimant settled a civil claim against the Divine Fish House and The Travelers for the December 9, 2002 back injury. (APA pp. 132-134). In his complaint filed on May 12, 2004 (after the alleged intervening accident with Bob Wire on November 3, 2003), the Claimant alleged that all of his medical treatment and lost wages were proximately caused by the Divine Fish House's negligence. (APA pp. 127-130). Upon these allegations, the Claimant recovered $540,000.00 in his third-party claim with the consent of Peachtree. Despite this substantial third-party recovery, Peachtree voluntarily relinquished their statutory lien for only $50,000.00 – essentially 25 cents on the dollar. The Appellants respectfully contend that Peachtree could have easily recovered more (it not all) of its statutory lien of $196,085.84 against the party actually

responsible for the Claimant's injuries, medical benefits, and disability – had it acted in good faith. The fact that Peachtree voluntarily effectively waived a $146,085.84 lien – without a hearing -- is clear evidence that Peachtree was acting in bad faith. Such bad faith obviously prejudiced the Appellants; as the proceeds from the settlement from the at-fault third-party and a reasonable third-party lien recovery would have obviated the need for the tortuous proceedings against Bob Wire.

Perhaps more importantly, Peachtree's attorney submitted his own billing reports into evidence, which state that he had an *ex-parte* "conference" with Hearing Commissioner Funderburk regarding this case on May 11, 2007 that lasted 1.10 hours. (APA p. 180). This fact obviously prejudiced the Appellants and is *prima facie* evidence that Peachtree comes to the Commission with unclean hands. The Appellants respectfully contend that such evidence of bias necessitates reversal of Commissioner Funderburk's summary order, which was prepared at his request by counsel for Peachtree.

Lastly, it is evident that Peachtree seeks "reimbursement" with unclean hands because it seeks to **profit** from these proceedings. Peachtree filed an "exhibit" (APA p. 143) suggesting that it paid the Claimant $36,040.20 in benefits for permanent loss of use of the back, as ordered by Commissioner Huffstetler on July 5, 2006. However, Peachtree's own Form 19 and Consent Order reflect that Peachtree never paid this award. Instead, Peachtree inexplicably settled its $196,085.84 lien for only $50,000, with the agreement that the Claimant would not actually receive the benefits for permanent loss of use awarded by Commissioner Huffstetler. According to Peachtree, in addition to the $50,000 it has received from the third party and in addition to the Claimant's waiver of

the $36,040.20 award, the Appellants should "reimburse" the Peachtree in the amount of $196,047.57, to include Peachtree's attorneys fees and litigation costs. (APA p. 144). Peachtree's exhibit further states that $159,813.30 in medical and indemnity benefits should be "reimbursed" by Bob Wire. However, Peachtree's Form 19 reflects the fact that Peachtree's net payment to the Claimant was only $146,086.35, after the $50,000.00 payment by the Claimant upon settlement of the third-party tort claim. On its face, Peachtree seeks at a minimum -- and Commissioner Funderburk actually awarded -- Peachtree a **windfall profit in the amount of $13,726.95** in a claim for which it voluntarily admitted liability. This is further evidence of Peachtree's unclean hands and the faulty logic employed by Commissioner Funderburk in his summary award.

III. Commissioner Funderburk erred in summarily concluding that Peachtree is entitled to "reimbursement" for all medical and compensation benefits it voluntarily paid the Claimant under a theory of equitable indemnity.

The question before Commissioner Funderburk was the extent to which Peachtree is entitled to equitable indemnity from Bob Wire for benefits paid to the Claimant after November 3, 2003. Unfortunately, Commissioner Funderburk did not address this factual question and made no findings as to the elements of equitable indemnity. Instead, Commissioner Funderburk summarily concluded that Peachtree is entitled to reimbursement from Bob Wire for all benefits Peachtree voluntarily paid to the Claimant after November 3, 2003. Bob Wire Respectfully contends that Commissioner Funderburk did not make sufficient findings to support this conclusion and that the

greater weight of the evidence in the record does not support such a conclusion as a matter of law.

Indemnity is a "form of compensation in which a first party is liable to pay a second party for a loss or damage the second party incurs to a third party." *First Gen. Servs. of Charleston, Inc. v. Miller*, 314 S.C. 439, 442, 445 S.E.2d 446, 449 (1994) (quoting *Town of Winnsboro v. Wiedeman-Singleton, Inc.*, 303 S.C. 52, 398 S.E.2d 500 (Ct.App.1990), *aff'd*, 307 S.C. 128, 414 S.E.2d 118 (1992)). Furthermore, "a right of indemnity exists whenever the relation between the parties is such that either in law or in equity there is an obligation on one party to indemnify the other, as where one person is exposed to liability by the wrongful act of another in which he does not join." *Rock Hill Telephone Co., Inc. v. Globe Communications, Inc.*, 363 S.C. 385, 611 S.E.2d 235 (2005) (emphasis added). According to the South Carolina Supreme Court in *Rock Hill Telephone Co., Inc. v. Globe Communications, Inc., supra*:

> there must be some kind of relationship between the parties beyond the relationship established by virtue of one party alleging that he was sued because of another party's wrongdoing. *See, e.g., First Gen. Serv.*, 314 S.C. at 443, 445 S.E.2d at 448 (holding relationship between contractor and subcontractor supports a claim of equitable indemnification); *Stuck*, 279 S.C. at 24, 301 S.E.2d at 553 (holding purchaser of defective vehicle was entitled to indemnification from seller); *Addy v. Bolton*, 257 S.C. 28, 33, 183 S.E.2d 708, 709 (1971) (holding landlord entitled to indemnification from general contractor for damage caused to tenant's property).

In the present case, there is no "special relationship" between Peachtree and Bob Wire. In fact, the only relationship between Peachtree and Bob Wire is the adversarial relationship created by Peachtree when it moved to add Bob Wire as a third-party defendant. Therefore, Peachtree's claim for equitable indemnity must fail on this basis alone.

In addition, Peachtree was not "exposed to liability by the wrongful act" of Bob Wire. Clearly, Bob Wire committed no "wrongful act." Peachtree's liability for workers' compensation benefits to the Claimant for an admitted work-related injury on December 9, 2002 was voluntarily conceded by Peachtree. Instead of defending the claim for additional benefits after the Claimant was released at maximum medical improvement on August 8, 2003 on its merits (*i.e.*, arguing that there was a subsequent intervening accident), Peachtree voluntarily accepted and paid the claim on the advice of counsel. Furthermore, instead of exercising its statutory subrogation rights against the third-party tortfeasor who paid the Claimant $540,000.00 as a result of the Claimant's medical expenses and disability caused by the December 9, 2002 work-related accident; Peachtree voluntarily settled W.C.C. 0220142 with the Claimant and released its lien on the third-party tortfeasor. No act by Bob Wire "exposed" Peachtree to liability for benefits – Peachtree voluntarily conceded this liability and failed to even exercise its clear statutory rights against the party actually responsible for the Claimant's medical expenses and resulting disability.

According to the Commissioner Funderburk, the settlement between Peachtree and the Claimant only "involved matters arising out of the December 9, 2002 accident with Peachtree, not the November 3, 2003 accident with Bob Wire." Peachtree did not appeal

this conclusion and it is the law of the case. The Form 19 filed with the Commission following this voluntary settlement specifically states that the settlement included the payment of $58,301.74 in compensation benefits to the Claimant for the period from December 10, 2002 through July 6, 2006 and payment of $137,784.61 in medical expenses on the Claimant's behalf. (APA p. 140). Furthermore, the "Consent Order Approving Settlement Agreement" approved on August 29, 2006 states that Peachtree and Builders Mutual "shall be responsible for all related medical expenses incurred ... prior to the date of the Commission's Order of July 5, 2006." (APA p. 137). Therefore, even assuming, *arguendo*, that Peachtree could actually prove the elements of equitable indemnity, Peachtree has conceded that all medical and compensation benefits paid by Peachtree are their responsibility and relate solely to the December 9, 2002 accident, for which Bob Wire has no liability as a matter of law.

IV. Commissioner Funderburk erred in summarily concluding that Peachtree is entitled to "reimbursement" for all medical and compensation benefits it voluntarily paid the Claimant under a theory of equitable subrogation.

The doctrine of equitable subrogation is inapplicable to the case at bar and is not a proper basis for ordering Bob Wire to reimburse Peachtree for medical and compensation benefits it voluntarily paid to or on behalf of the Claimant. Subrogation can arise by statute, by contract, or through equity. *Dailey v. Secura Ins. Co.*, 164 Wis.2d 624, 476 N.W.2d 299 (Ct.App.1991). Conventional subrogation arises by contract and is specifically bargained for by the parties. In contrast, equitable (or legal) subrogation is

implied subrogation that arises under the common law. Therefore, the South Carolina Workers' Compensation Commission does not have jurisdiction to consider Peachtree's claim for subrogation, as there is no statutory provision for subrogation on these facts and the Commission has no authority or jurisdiction over claims arising under common law.

Furthermore, Peachtree has not proven the elements of equitable subrogation and Commissioner Funderburk failed to apply the law to the facts of this case in summarily concluding that Bob Wire must "reimburse" Peachtree for "all" benefits paid. The elements of the doctrine of equitable subrogation are:

1. the party claiming subrogation has paid the debt;
2. the party was not a volunteer, but had a direct interest in the discharge of the debt or lien;
3. the party was secondarily liable for the debt or for the discharge of the lien; and
4. no injustice will be done to the other party by the allowance of the equity.

United Carolina Bank v. Caroprop, Ltd., 316 S.C. 1, 446 S.E.2d 415 (1994). Peachtree cannot meet elements 2, 3, or 4 as a matter of law and; therefore, its claim for reimbursement must be denied.[5]

[5] Note that the standard of review for equitable claims, such as equitable subrogation or equitable indemnity, allows a reviewing court to make its own independent findings of fact in accordance with the reviewing court's own view of the evidence. *See Cedar Cove Homeowners Ass'n v. DiPietro*, 368 S.C. 254, 628 S.E.2d 284 (Ct. App. 2006).

With regard to element #2, Peachtree clearly had no legal interest in, or obligation for, any liability Bob Wire may have had to the Claimant stemming from an alleged accident on or about November 3, 2003. The Claimant did not even file a workers' compensation claim against Bob Wire until January 17, 2008 (long after Peachtree and the Claimant reached a full and final settlement by which Peachtree agreed to pay all medical and compensation benefits) and Peachtree is not a party to the Claimant's claim against Bob Wire, because it has no relationship with Bob Wire or the South Carolina Home Builders (W.C.C. 0327174). Instead, Peachtree **voluntarily** paid medical and compensation benefits after November 3, 2003 – it was under no legal compulsion to pay these benefits. Peachtree did not even seek to defend itself at a hearing when the Claimant requested additional medical and compensation benefits after reaching maximum medical improvement in August 2003. On this basis alone Peachtree's "equitable subrogation" claim must fail.

V. **Commissioner Funderburk's finding that Bob Wire must "reimburse" Peachtree for all temporary total disability compensation benefits paid to the Claimant after November 3, 2003 is arbitrary and capricious.**

Peachtree's Form 19 (APA p. 140) indicates that the Claimant was paid temporary total disability compensation from December 10, 2002 through July 6, 2006 at the rate of $343.24 per week, the Claimant's average weekly wage for the December 10, 2002 accident. However, following the December 10, 2002 accident, the Claimant could only work part time because he still had "severe lower back pain." (6/5/06 Hrg. Transcript pp 17—18). Furthermore, the Claimant's payroll records indicate that the Claimant only

worked for Bob Wire a total of 35.5 hours over a two-week period prior to November 3, 2003 and earned a total of $415.50. Based upon this evidence, Commissioner Funderburk should have found (as required by the Appellate Panel's Order of Remand) that the Claimant's average weekly wage for the November 3, 2003 accident was $207.75 and his applicable compensation rate for the period after November 3, 2003 was only $138.50. Therefore, if Bob Wire should have any liability for temporary total disability compensation for the period after November 3, 2003, it should be at the rate of $138.50 per week, not $343.24 per week as implicitly found by Commisioner Funderburk, as a matter of law. S.C. Code Ann. § 42-1-150.

Furthermore, had Bob Wire been given notice and opportunity to defend a claim for temporary total disability compensation prior to the Claimant filing a Form 50 on January 17, 2008, Bob Wire could have requested a hearing to terminate temporary total disability compensation benefits when the Claimant was released by Dr. Mills on December 17, 2004 and a 20% impairment rating was issued on January 6, 2005. (APA pp. 17—18). In fact, Commissioner Huffstetler previously concluded that the Claimant reached maximum medical improvement and his period of temporary disability ended by May 5, 2005. Because this finding and conclusion was not appealed, it is the law of the case. Therefore, Commissioner Funderburk acted capriciously in finding that Bob Wire was responsible for temporary total disability, not only at the wrong compensation rate, but for a period that actually exceeded the Claimant's period of temporary disability. According to Commissioner Funderburk, Bob Wire is responsible for temporary total disability compensation through July 6, 2007 -- an additional 61.1429 weeks.

The Appellants respectfully contend that, had the Claimant actually filed a workers' compensation claim for a November 3, 2003 accident, he would have been awarded temporary total compensation benefits only for the period from January 10, 2004[6] through May 5, 2005 (68.85 weeks) and only at the rate of $138.50 per week. The total amount of temporary total disability compensation for a November 3, 2003 accident should have been found to be $9,535.73. Yet, Commissioner Funderburk inexplicably found that Bob Wire was responsible for temporary total disability compensation in the amount of $47,023.88. This is clearly arbitrary and capricious and should be reversed by the Appellate Panel.

Furthermore, if the Appellants are liable for temporary total disability compensation, such benefits should be made payable to the Claimant alone, pursuant to S.C. Code Ann. § 42-9-10, § 42-9-220, § 42-9-260. There is no statutory provision providing that Bob Wire's liability for temporary total disability compensation can be discharged by payment to a third-party, such as Peachtree.[7] Therefore, not only is Bob Wire exposed to the serious possibility of a double recovery (the 2003 claim is still pending before the Commission), but so to are Bob Wire's rights to seek reimbursement from the Second Injury Fund may be seriously prejudiced.

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[6] See APA p. 126, which shows that the Claimant continued working for Bob Wire through January 10, 2004.

[7] S.C. Code Ann. § 42-9-360 states that "[n]o claim for compensation under this title shall be assignable." Therefore, Commissioner Funderburk erred as a matter of law by impliedly assigning the claim for temporary total disability compensation to Peachtree.

VI. **Peachtree's request for "reimbursement" is governed by S.C. Code Ann. § 42-9-210 and § 42-1-560.**

Essentially, Peachtree claims that it paid medical and compensation benefits to the Claimant, which were not due and payable when made. Peachtree further claims that the Claimant fraudulently induced Peachtree to pay these medical and compensation benefits. Of course, the South Carolina General Assembly has provided by statute, a mechanism by which Peachtree can recoup these payments.

Credit for overpayment of temporary total benefits is governed by S.C. Code Ann. § 42-9-210:

> *Any payments made by an employer to an injured employee during the period of his disability, or to his dependents, which by the terms of this Title were not due and payable when made may, subject to the approval of the Commission, be deducted from the amount to be paid as compensation; provided, that in the case of disability such deductions shall be made by shortening the period during which compensation must be paid and not by reducing the amount of the weekly payment.*

See Sanders v. MeadWestvaco Corp., 371 S.C. 284, 638 S.E.2d 66 (2006). In the present case, even after Peachtree voluntarily paid medical and compensation benefits for the period after November 3, 2003, the law provided Peachtree a procedure by which it could be reimbursed **by the Claimant**. Peachtree could have argued that, pursuant to S.C. Code Ann. § 42-9-210, it was entitled to a credit for all temporary total disability compensation benefits paid for the period after November 3, 2003 against the award of

permanency, which Peachtree concedes is $36,040.20. (APA p. 143). To the extent that Peachtree claims that its overpayment totaled $47,023.88 in compensation benefits,[8] Peachtree had the additional right to seek legal subrogation under S.C. Code Ann. § 42-1-560.

Pursuant to this statute, Peachtree had a right to a lien on the proceeds of any recovery from a third-party "to the extent of the total amount of compensation, including medical and other expenses." S.C. Code Ann. § 42-1-560(b). Peachtree admits that it approved of the Claimant's $540,000.00 settlement with the Divine Fish House and Travelers as a result of the Claimant's negligence claim against them. Therefore, Peachtree had a lien in the amount of $137,784.61 on these proceeds. Peachtree's total lien for both medical and compensation benefits represented only 1/4th of the third party settlement. However, Peachtree voluntarily relinquished its statutory lien without even a hearing. (APA p. 136).

CONCLUSION

Therefore, the Appellants respectfully contend that Peachtree voluntarily relinquished all rights to reimbursement under the South Carolina Workers' Compensation Act. The Appellants further contend that the Workers' Compensation Commission does not have the authority, power, or jurisdiction to address Peachtree's common law claim for equitable subrogation or equitable indemnity as a matter of law. Furthermore, to the extent that the Commission has subject matter jurisdiction over these claims, the preponderance of the evidence shows that Peachtree is not entitled to

[8] Note that Peachtree's overpayment is due in part to the fact that it did not timely request a hearing to terminate benefits and in part due to the fact that Peachtree paid the Claimant $2,471.32 during a period when the Claimant was actually working (11/21/03 – 1/10/04). See APA pp. 124—126).

equitable subrogation or equitable indemnity. Therefore, the Appellants respectfully request that Commissioner Funderburk's June 12, 2008 Decision and Order be reversed in its entirety and that the Appellate Panel enter its own order dismissing all claims by Peachtree Electrical Services and Builders Mutual against the Appellants as a matter of law.

Respectfully submitted,

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August 22, 2008

BEFORE THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION'S APPELLATE PANEL

CHRISTOPHER PRICE, Employee/Claimant, v. PEACHTREE ELECTRICAL, Employer, and BUILDERS MUTUAL INSURANCE, Carrier, Defendants.	W.C.C. FILE NO. 0220142 **Reply Brief of Bob Wire and the S.C. Home Builders SIF, (third-party Defendants/Appellants)**

ARGUMENTS

I. Issues Relating to Subject Matter May be Raised At Any Time.

According to Peachtree Electrical and their insurance carrier boldly aver[1] that "Bob Wire's challenge to is, at first frivolous, and second, too late." However, the law is clear: "*Lack of subject matter jurisdiction can be raised at any time, can be raised for the first time on appeal, and can be raised sua sponte by the court.*" Lake v. Reeder Constr.

[1] Note that Peachtree inexplicably attributes a block "quote" to the case of Nix v. Mercury Motor Express, Inc., 270 S.C. 477, 242 S.E.2d 683 (1978), in support of its argument and suggests that the quoted language is the "holding" of Nix. First, the "quote" (*i.e.*, "Cooper waived his right to complain about jurisdiction") is not actually contained anywhere in the Nix opinion. Second, Nix actually actually held that the court "*lacks* subject matter jurisdiction" in that case, not that it was waived. (emphasis added). Thirdly, Peachtree fails to acknowledge that the Nix case was expressly overruled by the South Carolina Supreme Court in Farmer v. Monsanto Corp., 353 S.C. 553, 579 S.E.2d 325 (2003). Furthermore, to the extent Peachtree relies on the case of Hoffman-Hoffman v. S&K Systems, 281 S.C. 336, 315 S.E.2d 169 (Ct. App. 1984), that case is readily distinguishable. The Hoffman-Hoffman case involved a motion to vacate a previous judgment that was never appealed – a collateral attack. In the case *sub judice*, the Commission has not even issued a final order from which an appeal could be taken. The present appeal from Commissioner Funderburk's Order is not a collateral attack, but is presently subject to *de novo* review by the Appellate Panel. S.C. Code Ann. § 42-17-50.

Co., 330 S.C. 242, 248, 498 S.E.2d 650, 653 (Ct. App. 1998). The fact that the Commission previously issued an interlocutory order[2], which was not timely appealed, does not constitute a waiver of subject matter jurisdiction by Bob Wire. In fact, lack of subject matter jurisdiction cannot be waived and subject matter jurisdiction cannot be conferred by consent. Johnson v. S.C. Dept. of Probation, Parole, and Pardon Services, 372 S.C. 279, 641 S.E. 2d 895 (2007) (stating that "*lack* of subject matter jurisdiction in a case may not be waived and ought to be taken notice of by an appellate court.").

II. The Commission does not have power to adjudicate claims for equitable indemnity or equitable subrogation.

It is well settled that subject matter jurisdiction refers to a court's constitutional or statutory power to adjudicate a case. State v. Gentry, 363 S.C. 93, 100, 610 S.E.2d 494, 498 (2005). The South Carolina Workers' Compensation Commission derives no authority from South Carolina's Constitution. Instead, the Commission was created by statute. S.C. Code Ann. §§ 42-1-80, 42-3-10. As a creature of statute, the Commission's

[2] The Appellate Panel's May 4, 2007 Order remanding the case "to the Jurisdictional Commissioner for determination of average weekly wage and benefits, etc..." is an interlocutory order.. Chastain v. Spartan Mills, 228 S.C. 61, 88 S.E.2d 836 (1955) (holding that "[o]rders from the Commission remanding a case to the single commissioner for further proceedings generally do not affect the merits and are not considered final."). An interlocutory order is *not* directly appealable. Wieters v. Bon-Secours-St. Francis Xavier Hosp., Inc.,378 S.C. 160, 662 S.E.2d 430 (Ct. App. 2008) (stating that, "[a]s a general rule, only final judgments are appealable" and "[a]ny judgment or decree, leaving some further act to be done by the court before the rights of the parties are determined, is interlocutory and not final."). Therefore, Peachtree's argument that Bob Wire cannot challenge the Commission's subject matter jurisdiction because it did not appeal the Appellate Panel's interlocutory order of remand is misplaced.

authority to determine the relative rights and remedies of employers and employees is limited to that expressly granted by the legislature. Med Socy' of S.C. v. Med. Univ. of S.C., 334 S.C. 270, 275, 513 S.E.2d 352, 355 (1999); City of Columbia v. Bd. of Health & Envtl.Control, 292 S.C. 199, 202, 355 S.E.2d 536, 538 (1987); Schwartz v. Mount Vernon-Woodberry Mills, Inc., 206 S.C. 227, 337 S.E.2d 517 (1945) (holding that the Commission is not a "court" in the constitutional or statutory sense, but is an administrative tribunal exercising some quasi-judicial functions, whose powers are found in statute). In the present case, Peachtree fails to elucidate what section of the Workers' Compensation Act authorizes the Commission to hear claims of equitable indemnity or equitable subrogation. Bob Wire respectfully contends that no such statutory authority exists.

Peachtree is apparently confused by the principle that the Commission may look to the common law in *construing* the statutory provisions of the Workers' Compensation Act. This principle was recently addressed by the North Carolina Court of Appeals in determining whether the claimant was an "employee" under N.C. Gen.Stat. § 97-2(2) (2005):

> Although "[o]ur Supreme Court 'has warned against any inclination toward judicial legislation' in the construction of the Workers' Compensation Act," it is well-settled that "in *construing the provisions* of this State's Workers' Compensation Act, common law rules ... remain in full force and continue to apply in North Carolina, unless specifically abrogated or repealed by our General Assembly or Supreme Court."

> Therefore, "[w]hether an employer-employee relationship existed at the time of the injury is to be determined by the application of ordinary common law tests."

Freeman v. J.L. Rothrock, 657 S.E.2d 389 (2008)(emphasis added). However, the Commission's authority to *construe* statutory provisions by looking to the common law should not be confused with Peachtree's argument that the Commission should usurp the province of the legislature to create new rights and remedies by virtue of some alleged equitable power.

For example, in Cooper v. McDevitt & Street Co., 260 S.C. 463, 196 S.E.2d 833 (1973), the Commission was called upon to determine whether the claimant was an "employee" of the defendant, under S.C. Code Ann. § 42-1-130, which requires a "contract of hire." The defendant argued that Cooper was not an "employee" because the employment contract was induced by fraud, which rendered the contract void under the common law. Therefore, the Cooper's claim was denied, not because the Commission had some inherent equitable power to create a new affirmative defense, but because Cooper did not have a valid contract of hire, as required by statute, which was properly construed with common law principles.[3]

Similarly, Robertson v. Brissey's Garage, 270 S.C. 58, 240 S.E.2d 810 (1978), does not support Peachtree's claim that the Commission has some blanket equitable power. In Robertson, the defendants argued that S.C. Code Ann. § 42-15-40 applied to

[3] Peachtree's argument that the holding in Cooper v. McDevitt & Street Co. "essentially rests on the principle of estoppel" is without merit. Not only would an estoppel argument be irrelevant to whether a claimant is an "employee" under the statute, but no court has ever suggested that "estoppel" is the basis for the Court's holding in Cooper.

bar a claim; despite the fact that the defendants had previously led the decedent's widow to believe that the claim was not compensable and her husband was not an employee of Brissey's Garage. Prior case law established that S.C. Code Ann. § 42-15-40 is not a procedural requirement, but an equitable limitation to be liberally construed so as to protect defendants from long-delayed demands. Therefore, the Commission construed S.C. Code Ann. § 42-15-40 under common law principles, which prevent a party from benefiting from its own misconduct, to find that § 42-15-60 did not apply to the facts of the case. However, this practice may have been limited by the Supreme Court's decision in Callahan v. Beaufort County School District, where the Court specifically stated:

> *We find the circuit court erred by excusing compliance with the statute based on the "equitable adjustment of the rights of all the parties." ... It was improper for the circuit court to conduct an equity analysis to carve an exception to the workers' compensation notice requirement.*

375 S.C. 92, 651 S.E.2d 311 (2007).

In the case *sub judice*, the Commission is not called upon to construe any provision of the South Carolina Workers' Compensation Act according to common law principles of equity. Instead, Peachtree argues that the Commission should create a new right of "reimbursement" or "apportionment" between two defendants based upon a common law right of either equitable indemnity or equitable subrogation. However, the South Carolina Supreme Court has clearly determined that the Commission does not have authority to apportion benefits between two defendants. Geathers v. 3V, Inc., 371 S.C. 570, 641 S.E.2d 29 (2007). Bob Wire respectfully contends that the Commission is not at liberty to overturn Geathers or amend the Workers' Compensation Act by presuming

authority to consider claims arising under common law theories of equity (which otherwise do not apply to the facts of this case).

III. Bob Wire's Appeal is not "frivolous."

Peachtree argues that Bob Wire's appeal is somehow "frivolous" because Bob Wire has called attention to documents submitted into evidence by Peachtree, which state that counsel for Peachtree had a "telephone conference with Commissioner Funderburk" on May 11, 2007 (APA p. 180). Bob Wire concedes that counsel for Peachtree may not have had such an *ex parte* telephone conference with the Hearing Commissioner as his own billing records clearly suggest; however, the fact remains that the only evidence of such a communication was voluntarily placed into the record by Peachtree, along with an affidavit by which Peachtree's attorney swore that the fees for all of his services, including the "telephone conference with Commissioner Funderburk," were incurred in the defense of Christopher Price's claim. (APA p. 159). Therefore, it is not "obvious" to Bob Wire that Peachtree would submit records averring the truth of the matters contained therein, yet later complain that they were not truthful and otherwise submitted by mistake. Accordingly, Bob Wire assumed the billing records and the accompanying Affidavit were accurate.

Undoubtedly, counsel for Peachtree is embarrassed by the fact that he voluntarily placed this evidence into the record; however, Bob Wire's argument in this regard is not "slanderous," nor does this argument render Bob Wire's appeal "frivolous." Instead, the issue of "unclean hands" relates directly to Peachtree's request for an equitable adjustment of the rights of the parties. Bob Wire has not made bald accusations. Bob

Wire has merely called attention to evidence, which was represented as fact by Peachtree and taken at face value by Bob Wire. To the extent that Peachtree now states that its APA submissions contain mistakes, the undersigned accepts this admission and does not wish to detract any further from the real issues in the case.[4]

However, Peachtree further, and inexplicably, argues that undersigned "can't do math."[5] According to Peachtree, it paid $112,789.42 in medical expenses and $47,023.88 in temporary total disability benefits for the period after November 3, 2003. The sum of these two figures is $159,813.30 and this is the amount Commissioner Funderburk ordered Bob Wire to "reimburse" Peachtree. However, in addition to this $159,813.30 "reimbursement," Peachtree also received $50,000.00 from Price's settlement against the at-fault third-party. Based upon accepted rules of addition, the sum of $159,813.30 and $50,000.00 is $209,813.30.

However, Peachtree's Form 19 reveals that it only paid a total of $196,086.35 for all medical and compensation benefits for both the period before and the period after November 2003. This total amount paid – $196,086.35 – is <u>less</u> than the total amount Peachtree has requested in reimbursement from the at-fault third-party and Bob Wire ($209,813.30). When a party receives more money than it pays out, the difference is considered a "profit." (*See* The Merriam-Webster Dictionary defining "profit" as "the excess of returns over expenditure in a transaction or series of transactions"). The excess

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[4] Defense counsel telephoned Peachtree's attorney and personally apologized for any misunderstanding in this regard.

[5] Peachtree's brief states "*Bob Wire's argument that Peachtree has somehow received a 'windfall profit' is proof that lawyers—like those who play the lottery – can't do math.*" It is unclear whether Peachtree is acknowledging its own inability to "do math" or its own "lottery" mentality; however, it is clear that Peachtree failed to explain why its total reimbursements should exceed its total liability.

of returns, or "profit," to Peachtree in this case (should it be affirmed), is $13,736.95.[6] Pointing out this mathematical fact does not render "frivolous" Bob Wire's arguments regarding the Commission's subject matter jurisdiction and the legal requirements of a claim of equitable subrogation or equitable indemnity. Instead, it underscores the fallacy of Peachtree's "equitable" argument.

CONCLUSION

Bob Wire respectfully contends that it has an absolute right to challenge the Commission's lack of subject matter jurisdiction over Peachtree's claim for equitable subrogation or equitable indemnity.[7] Bob Wire further contends that, to the extent that Peachtree argues it voluntarily paid $159,813.30 benefits to, or on behalf of, Christopher Price based upon alleged misrepresentations by Christopher Price (or upon its own failure to raise any defense to the claim for additional medical and compensation benefits), Peachtree should have sought reimbursement from Christopher Price and the at-fault third party who tendered a $540,000.00 settlement -- or else lie in the proverbial bed it made for itself.

Instead, Peachtree voluntarily relinquished its right to seek reimbursement from Christopher Price (and the at-fault third party) with a "clincher" agreement and now seeks "reimbursement" from Bob Wire based upon nothing more than an ill-defined

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[6] Note that Commissioner Funderburk ordered Bob Wire to "reimburse" Peachtree for temporary total disability compensation for the period through July 6, 2006. However, the Claimant was only entitled to temporary total disability compensation through May 5, 2005 pursuant to the binding conclusion of Commissioner Huffstetler. Neither Commissioner Funderburk, nor Peachtree, have explained why Bob Wire should be responsible for reimbursement of temporary total disability compensation in excess of that to which the Claimant was legally entitled.

[7] Note that, even on appeal, Peachtree fails to elucidate the legal basis for their claim for "reimbursement."

equitable theory for which it can cite authority in neither statute, nor case law. The fact that the Appellate Panel previously remanded the case "for a determination of average weekly wage and benefits, etc..." does not in any way forestall Bob Wire's arguments regarding subject matter jurisdiction or the proper application of the law to the facts of this case, nor does it render the present appeal "meritless" or "frivolous" or "insulting" or "disingenuous" or "sanctionable" as Peachtree so boldly suggests. Therefore, the Appellants respectfully contend that the Appellate Panel should vacate the Decision and Order of Commissioner Funderburk due to the Commission's lack of subject matter in jurisdiction over Peachtree's claims against Bob Wire.

Respectfully submitted,

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September 23, 2008

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION'S
APPELLATE PANEL

CHRISTOPHER PRICE, Employee/Claimant, v. PEACHTREE ELECTRICAL, Employer, and BUILDERS MUTUAL INSURANCE, Carrier, Defendants.	)	W.C.C. FILE NO. 0220142 **Motion by Bob Wire Electrical, Inc. and the S.C. Home Builders SIF, (third-party Defendants) for Reconsideration Panel**

TO THE SOUTH CAROLINA WORKERS COMPENSATION COMMISSION AND RICHARD C. DETWEILER, ATTORNEY FOR PEACHTREE ELECTRICAL SERVICES AND BUILDERS MUTUAL INSURANCE:

PLEASE TAKE NOTICE that the Third-Party Defendants (Appellants), Bob Wire Electrical and the South Carolina Home Builders Self-Insurers Fund, respectfully request that the South Carolina Workers' Compensation reconsider the Decision and Order issued on December 17, 2008 and issue a new order, based upon the following:

1. The December 17, 2008 Decision and Order purports to address both W.C.C. File 0220142 and W.C.C. File 03277174; however, only File 0220142 was before the Appellate Panel. File No. 03277174 was not before the Panel at the October 28, 2008 hearing and no hearing has ever been held in that case before the Commission's Appellate Panel.

2. The December 17, 2008 Decision and Order suggests that attorney N. David Durant appeared on behalf of Christopher Price at the October 28, 2008 Appellate Panel hearing. Mr. Durant did not appear or make any argument on

behalf of Christopher Price at the October 28, 2008 hearing because Price is not a party to that appeal. In fact, Christopher Price "clinchered" W.C.C. File 0220142 in 2006.

3. The December 17, 2008 Decision and Order fails to address any of the arguments raised by the Appellants in the Form 30 or the Appellants' Briefs. The Appellate Panel characterizes the issues as follows:

    1. *The hearing commissioner erred in failing to make detailed findings of fact and conclusions of law with respect to the material issues in dispute.*
    2. *The hearing commissioner erred as a matter of law in awarding Claimant additional medical benefits based on mere surmise, conjecture, and speculation.*
    3. *The claim for benefits related to an alleged accident on "November 2003" is barred by the Statute of Limitations.*

These issues were not raised in the present appeal, but are the issues raised in W.C.C. File 0327174, which has not yet been argued before the Commission.

4. The issues raised by the Appellants, which were in no way addressed by the Appellate Panel in the December 17, 2008 Decision and Order are the following:

    1. *The Hearing Commissioner erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for all medical benefits paid after November 3, 2003, as the greater weight of the evidence in the record reflects the Commission no longer had jurisdiction to hear the claim because Peachtree Electrical Services and the Claimant clinchered the claim prior to the November 21, 2006 Appellate Panel review hearing;*
    2. *The Hearing Commissioner erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for all temporary disability compensation paid after November 3, 2003, as the greater*

weight of the evidence in the record reflects the Commission no longer had jurisdiction to hear the claim because Peachtree Electrical Services and the Claimant clinchered the claim prior to the November 21, 2006 Appellate Panel review hearing;

3. *The Hearing Commissioner erred as a matter of law in considering the Claimant's request for "equitable subrogation," as the greater weight of the evidence in the record reflects the Commission no longer had jurisdiction to hear the claim because Peachtree Electrical Services and the Claimant clinchered the claim prior to the November 21, 2006 Appellate Panel review hearing;*

4. *The Hearing Commissioner erred as a matter of law in considering the Claimant's request for "equitable subrogation," as the greater weight of the evidence in the record reflects that Peachtree Electrical Services never raised this issue at the original hearing before Commissioner Huffstetler or on their Form 30, Request for Review, and therefore, this issue was not properly before the Commission;*

5. *The Hearing Commissioner erred as a matter of law in finding that the findings of the Appellate Panel are the law of the case as the greater weight of the evidence in the record reflects that the Appellate Panels' May 4, 2007, Decision and Order was an Order of remand and therefore, interlocutory and unappealable, and not a final Order in the case;*

6. *The Hearing Commissioner erred as a matter of law in finding that Bob Wire Electrical's argument that Peachtree Electrical Services relinquished its right to seek reimbursement by clinchering the case with the Claimant without notice to Bob Wire Electrical is fundamentally without merit because (1) the clincher is specifically between the Claimant and Peachtree Electrical Services, (2) Bob Wire Electrical denied responsibility and was not entitled to notice of any settlement between the parties, and (3) the settlement involved matters arising out of the December 9, 2002 accident with Peachtree Electrical Services, as this finding is unsupported by the greater weight of the evidence in the record and applicable law;*

7. *The Hearing Commissioner erred as a matter of law in finding that Bob Wire Electrical was not a necessary and proper party to the settlement agreement between Peachtree Electrical Services and the Claimant, as this finding is contrary to the greater weight of the evidence in the record and applicable law;*

8. *The Hearing Commissioner erred as a matter of law in finding the settlement agreement between Peachtree Electrical Services and the Claimant has no bearing on Peachtree Electrical Services' right to seek reimbursement from Bob Wire Electrical, as the Commission no longer*

had jurisdiction to hear this matter since the claim was clinchered prior to the Appellate Panel review hearing;

9. *The Hearing Commissioner erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for temporary total disability benefits after November 3, 2003, in the total amount of $47,023.88, as this finding fails to take into consideration that pursuant to the original July 5, 2006, Decision and Order of Commissioner Huffstetler, Peachtree Electrical Services was awarded a credit for temporary total disability benefits paid since May 5, 2005;*

10. *The Hearing Commissioner erred as a matter of law in considering issues such as apportionment of temporary total disability compensation and medical benefits voluntarily paid by Peachtree, as this is contrary remand instructions of the Appellate Panels' Decision and Order dated May 4, 2007;*

11. *The Hearing Commissioner erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for benefits paid after November 3, 2003, as the Commission no longer had jurisdiction to conduct a review hearing since the claim was clinchered with Commissioner Huffstetler's July 5, 2006, Decision and Order still intact;*

12. *The Hearing Commissioner erred as a matter of law in failing to find that Peachtree Electrical Services failed to comply with S.C. Code Regulation 67-710, which requires the party to notify the Commission of a settlement pending review.*

13. *The Hearing Commissioner erred as a matter of law in considering the claim for "equitable subrogation;" as the Commission has only such powers as specifically conferred by the General Assembly and has neither equitable powers, nor authority to order "reimbursement," "apportionment," "equitable indemnity," or "equitable subrogation" in this case.*

14. *The Hearing Commissioner erred in finding and concluding that the Claimant suffered a new accident and injury on or about November 3, 2003, while working for Bob Wire Electrical, Inc., as this finding and conclusion is arbitrary, capricious, contrary to the greater weight of the evidence in the record, and otherwise made upon unlawful procedure.*

15. *The Hearing Commissioner erred in finding and concluding that the Claimant "gave notice of the new accident and injury," as this finding and conclusion is arbitrary, capricious, contrary to the greater weight of the evidence in the record, and otherwise made upon unlawful procedure.*

16. *The Hearing Commissioner erred in finding and concluding that the "statute of limitations was satisfied by Bob Wire being added as a party*

by Defendants Peachtree and Builders Mutual," as this finding and conclusion is arbitrary, capricious, contrary to the greater weight of the evidence in the record, and otherwise contrary to the applicable law.

17. *The Hearing Commissioner erred in finding and concluding that "all medical expenses and temporary total disability compensation benefits paid after the November 3, 2003 [sic] are causally-related to his accident while working for Bob Wire on that date," as this finding is arbitrary, capricious, contrary to the greater weight of the evidence in the record, and otherwise made upon unlawful procedure.*

18. *The Hearing Commissioner's conclusion that Bob Wire was not entitled to notice of the settlement agreement between Peachtree and the Claimant, which included the voluntary payment of sums for which Peachtree now seeks reimbursement for Bob Wire, as this conclusion is arbitary, capricious, and contrary to the applicable law.*

19. *The Hearing Commissioner's conclusion that "Peachtree is entitled to reimbursement from Bob Wire of the [sic] $112,789.42 in medical benefits paid by Peachtree, "is arbitrary, capricious, contrary to the greater weight of the evidence in the record, made upon unlawful procedure, and is otherwise contrary to the provisions of the South Carolina Workers' Compensation Act, the regulations promulgated thereunder, and the Medical Services Provider Manual.*

20. *The Hearing Commissioner erred as a matter of law in concluding that "Peachtree is entitled to reimbursement from Bob Wire of the [sic] $112,789.42 in medical benefits paid by Peachtree" is made without legal authority, as there is no statute or regulation that would authorize the Commission to order reimbursement in this case.*

21. *The Hearing Commissioner erred as a matter of law in concluding that "Peachtree is entitled to reimbursement from Bob Wire of the [sic] $112,789.42 in medical benefits paid by Peachtree" as this conclusion totally destroys Bob Wire's statutory right to seek reimbursement from the Second Injury Fund for this claim, as the Fund requires that medical bills be paid by Bob Wire in accordance with the fee schedule, direct to the provider, after receipt of a HCFA Form 1500 and accompanying narrative medical report.*

22. *The Hearing Commissioner erred in concluding that Peachtree is entitled to reimbursement from Bob Wire in the amount of $47,023.88 for temporary total disability benefits voluntarily paid by Peachtree, as this conclusion is arbitrary, capricious, contrary to the greater weight of the evidence in the record, made upon unlawful procedure, and made without legal authority.*

23. *The Hearing Commissioner erred in failing to find that all issues relative to W.C.C. Case No. 0220142 were rendered moot with the approval of a clincher agreement between the Claimant, Peachtree, and Builders Mutual Insurance Co., as Builders Mutual is the only carrier with coverage for the 2002 accident.*

24. *The Hearing Commissioner erred in failing to find that the Appellate Panel's May 4, 2007 was rendered void for lack of jurisdiction because Peachtree voluntarily clinchered the 2002 case with the Claimant prior to any hearing by the Appellate Panel in that case, without notifying either Bob Wire, or the Appellate Panel that they had voluntarily relinquished their right to appeal.*

25. *Even assuming, arguendo, that the Workers' Compensation Commission has the power and authority to address claims for "equitable indemnity," Peachtree and Builders Mutual did not satisfy their burden of proving their entitlement thereto. Specifically, Peachtree and Builders Mutual have no "special relationship" with Bob Wire and the South Carolina Home Builders SIF as required as a matter of law. See Rock Hill Telephone Company, Inc., v. Globe Communications, Inc., 363 S.C. 385, 611 S.E.2d 235 (2005).*

5. The Appellants brief to the Appellate Panel characterized the issues on appeal as follows:

I. *The South Carolina Workers' Compensation Commission does not have jurisdiction over equitable claims of indemnity or subrogation.*

II. *Peachtree has unclean hands and will otherwise be unjustly enriched by the "reimbursement" ordered by the Hearing Commissioner.*

III. *Commissioner Funderburk erred in summarily concluding that Peachtree is entitled to "reimbursement" for all medical and compensation benefits it voluntarily paid the Claimant under a theory of equitable indemnity.*

IV. *Commissioner Funderburk erred in summarily concluding that Peachtree is entitled to "reimbursement" for all medical and compensation benefits it voluntarily paid the Claimant under a theory of equitable subrogation.*

V. *Commissioner Funderburk's finding that Bob Wire must "reimburse" Peachtree for all temporary total disability compensation benefits paid to the Claimant after November 3, 2003 is arbitrary and capricious.*

VI. *Peachtree's request for "reimbursement" is governed by S.C. Code Ann. § 42-9-210 and § 42-1-560.*

6. The Appellate Panel's December 17, 2008 Decision and Order fails to address *any* of the legal arguments raised by the Appellants.

7. In addition, the December 17, 2008 Decision and Order fails to comply with S.C. Code Ann. 42-17-40 and S.C. Code Ann. 1-23-350, which requires the Commission to make detailed findings of fact and conclusions of law on all matters in dispute. Here, the Commission failed to address any of the issues on appeal, failed to set forth any evidentiary basis for its conclusory findings of fact, and further failed to cite any legal authority for its "conclusions of law."

8. For example, the Appellate Panel's December 17, 2008 Decision and Order finds that Bob Wire shall reimburse Peachtree in the amount of $47,023.88 for temporary compensation benefits paid to the Claimant for the period from

November 3, 2003 through July 6, 2006. In its brief and during oral arguments, the Appellants argued that, not only is the Commission without jurisdiction to consider such common law claims, but that this finding is arbitrary and capricious because the Commission (a) failed to address the appropriate compensation rate for the alleged 2003 accident as required by the Commission's prior remand order (which was stipulated to be $132.56[1]); (b) overlooked the fact that the Claimant was only entitled to temporary total disability compensation through May 5, 2005 (68.85 weeks) pursuant to Commissioner Huffstetler's July 5, 2006 Order; (c) failed to consider that Peachtree voluntarily paid these benefits (making it inappropriate for an equitable indemnity or subrogation claim) and later stipulated in the clincher agreement that these benefits related solely to the 2002 claim; and (d) further failed to consider the fact that, had the Claimant claimed temporary total disability compensation directly from the Appellants, he would have only been entitled to $9,126.76 (68.85 weeks as the rate of $132.56 per week) – not the $47,023.88 the Appellants were ordered to pay Peachtree. The December 17, 2008 Decision and Order fails to address any of these arguments and wholly fails to elucidate the basis for the finding that the Appellants must pay Peachtree $47,023.88.

---

[1] The transcript of the June 5, 2006 hearing before Commissioner Huffstetler reveals the following stipulation:

Smith: ...the average weekly wage and comp rate when [Price] was working at Bob Wire Electrical was $198.83 average weekly wage. The comp rate would be $132.56.
The Court: Any objection to that?
Mr. Detweiler: No objection.

(p.3, line 22 through p.4, line 2).

9. In addition, the Appellants argued that the Commission was without authority to order payment of $112,789.42 to Peachtree for "medical benefits" and that this finding was otherwise arbitrary, capricious, and without evidentiary support. As found by Commissioner Huffstetler in his July 5, 2006 Decision and Order:

> *The Claimant's testimony is that he was not injured by accident arising out of his employment with Bob Wire Electrical and there is no medical evidence to indicate that his disability or need for the second surgery was occasioned by any injury with Bob Wire Electrical. It would be pure speculation for me to find an injury when there is no testimony or medical evidence to support that finding. It appears the Claimant's symptoms recurred after he became active. This resulted in a second surgery (fusion). Dr. Mills opines a 20% impairment of the back in his January 20, 2005 report and goes on to say, "this appears to be all one process."*

Thereafter, Peachtree failed to present any evidence that the Claimant's need for medical treatment after November 3, 2003 was in any way related to an alleged accident on that date (a date on which the Claimant was not even working for Bob Wire per APA p. 125). The Commission cited no evidence to support this finding and otherwise failed to elucidate the legal basis upon which the Respondents' liability for medical benefits could be discharged with

a payment to the Claimant's former employer, as opposed to direct payment to the medical provider as required by the Medical Services Provider Manual,

10. More importantly, however, the Appellants raised the issue of whether the South Carolina Workers' Compensation Commission has jurisdiction to consider equitable claims arising under the common law. The December 17, 2008 Decision and Order wholly ignores this issue and fails to establish the legal basis upon which the Commission assumed such equity jurisdiction, an issue which must be raised at every stage in the proceeding and which may even be raised for the first time on appeal.

Therefore, the Appellants respectfully request that the Commission reconsider the Decision and Order rendered in the above-referenced case and issue a new Decision and Order addressing the issues actually presented on appeal, vacating any decision with respect to W.C.C. File No. 0327174, with sufficiently detailed findings of fact and conclusions that specify the law being applied to such findings.

Respectfully submitted,

Kirsten L. Barr

Roy A. Howell, III
Kirsten Leslie Barr
Trask & Howell, LLC
Attorneys for the Appellants
Bob Wire Electrical, Inc. and
The S.C. Home Builders SIF

December 22, 2008

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN) FOR THE FIFTEENTH JUDICIAL
) CIRCUIT
Christopher Price,)
)
Employee/Respondent,) CASE NO. _____
)
v.) 2009CP220182
)
Peachtree Electrical Services,) NOTICE OF INTENT TO APPEAL
)
Employer,)
)
-and-)
)
Builders Mutual Insurance Co,)
)
Carrier,)
)
IN RE:)
)
Peachtree Electrical Services and)
Builders Mutual Insurance Co.,)
Respondents,)
)
v.)
)
Bob Wire Electrical, Inc. and the)
South Carolina Home Builders SIF,)
Appellants.)
_____)

FILED
GEORGETOWN COUNTY, S.C.
2009 FEB -4 AM 10:00
ALICIA Y. WHITE
CLERK OF COURT

TO: South Carolina Workers' Compensation Commission and Richard C. Detwiler, Esq., attorney of record for Peachtree Electrical Services and Builders Mutual Insurance Co.:

YOU WILL PLEASE TAKE NOTICE that the Appellants, Bob Wire Electrical, Inc. and the South Carolina Home Builders SIF, by and through their undersigned attorneys, file this Notice of Intent to Appeal to the Court of Common Pleas, Georgetown, South Carolina, to appeal the final decision of the South Carolina Workers' Compensation Commission issued on January 6, 2009 and

received on January 7, 2009 pursuant to the provisions of S. C. Code Ann. § 1-23-380, commonly known as the Administrative Procedures Act, and S. C. Code Ann. § 42-17-60, commonly known as the South Carolina Workers' Compensation Act, upon the grounds stated in the attached Petition for Judicial Review as if fully stated herein.

Respectfully submitted,
By Kirsten L Barr

Kirsten L. Barr
TRASK & HOWELL, L.L.C.
P. O. Box 2167
Mt. Pleasant, SC 29465-2167
Attorneys for Appellants
Bob Wire Electrical, Inc. and
S. C. Home Builders SIF

Date: February 3, 2009.

STATE OF SOUTH CAROLINA COUNTY OF GEORGETOWN Christopher Price, Employee/Respondent, v. Peachtree Electrical Services, Employer, -and- Builders Mutual Insurance Co, Carrier, IN RE: Peachtree Electrical Services and Builders Mutual Insurance Co., Respondents, vi. Bob Wire Electrical, Inc. and the South Carolina Home Builders SIF, Appellants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTEENTH JUDICIAL CIRCUIT CASE NO. _____ 2009CP220182 PETITION FOR JUDICIAL REVIEW OF THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

FILED
GEORGETOWN COUNTY, S.C.
2009 FEB -4 AM 10:00
ALICE W. WHITE
CLERK OF COURT

Bob Wire Electrical, Inc. and the South Carolina Home Builders SIF (hereinafter "the Appellants"), by and through their undersigned attorneys, pray for review from the final decision of the South Carolina Workers' Compensation Commission, dated January 6, 2009, pursuant to the provisions of S. C. Code Ann. § 1-23-380, commonly known as the Administrative Procedures Act, and S. C. Code Ann. § 42-17-60, commonly known as the South Carolina Workers' Compensation

Act, and would respectfully allege and show unto this Honorable Court the grounds of errors as follows.

The Appellants request judicial review of the Decision and Order of the South Carolina Workers' Compensation Commission on the grounds that the administrative findings, inferences and conclusions, and the decision issued therein are in violation of statutory provisions, affected by error of law, and are clearly erroneous in view of the reliable, probative and substantial evidence on the whole record as provided in S. C. Code Ann. § 1-23-380(6) (a) – (f) and in such cases made and provided on the following grounds and exceptions:

1. The Workers' Compensation Commission erred as a matter of law in failing to comply with S.C. Code Ann. 42-17-40 and S.C. Code Ann. 1-23-350, which requires the Commission to make detailed findings of fact and conclusions of law on all matters in dispute. Here, the Commission failed to address any of the issues on appeal, failed to set forth any evidentiary basis for its conclusory findings of fact, and further failed to cite any legal authority for its "conclusions of law."

2. The Workers' Compensation Commission erred as a matter of law in addressing a claim arising under the common law for which it has no jurisdiction and in failing to address the basis upon which the Commission purports to assume such jurisdiction.

3. The Workers' Compensation Commission erred as a matter of law in failing to make sufficiently detailed findings of fact with regard to all material issues in dispute.

4. The Workers' Compensation Commission erred as a matter of law in failing to make sufficiently detailed conclusions of law with regard to all material issues in dispute. The Commission failed to cite any statute, regulation, or case law to support its "conclusions."

5. The Workers' Compensation Commission erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for all medical benefits paid after November 3, 2003, as the Commission no longer had jurisdiction to hear the claim because Peachtree Electrical Services and the Claimant clinchered the claim prior to the November 21, 2006 Appellate Panel review hearing;

6. The Workers' Compensation Commission erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for all temporary disability

compensation paid after November 3, 2003, as the Commission no longer had jurisdiction to hear the claim because Peachtree Electrical Services and the Claimant clinchered the claim prior to the November 21, 2006 Appellate Panel review hearing;

7. The Workers' Compensation Commission erred as a matter of law in considering the the Respondents' request for "equitable subrogation," as the Commission no longer had jurisdiction to hear the claim because Peachtree Electrical Services and the Claimant clinchered the claim prior to the November 21, 2006 Appellate Panel review hearing;

8. The Workers' Compensation Commission erred as a matter of law in considering the Respondents' request for "equitable subrogation," as the record reflects that Peachtree Electrical Services never raised this issue at the original hearing before Commissioner Huffstetler or on their Form 30, Request for Review, and therefore, this issue was not properly before the Commission on appeal;

9. The Workers' Compensation Commission erred as a matter of law in concluding that the previous findings of the Appellate Panel are the law of the case as the record reflects that the Appellate Panels' May 4, 2007, Decision and Order was an Order of remand and therefore, interlocutory and unappealable, and not a final Order in the case;

10. The Workers' Compensation Commission erred as a matter of law in finding that Bob Wire Electrical's argument that Peachtree Electrical Services relinquished its right to seek reimbursement by clinchering the case with the Claimant without notice to Bob Wire Electrical is fundamentally without merit because (1) the clincher is specifically between the Claimant and Peachtree Electrical Services, (2) Bob Wire Electrical denied responsibility and was not entitled to notice of any settlement between the parties, and (3) the settlement involved matters arising out of the December 9, 2002 accident with Peachtree Electrical Services, as this finding is unsupported by substantial evidence in the record and applicable law;

11. The Workers' Compensation Commission erred as a matter of law in finding that Bob Wire Electrical was not a necessary and proper party to the settlement agreement between Peachtree Electrical Services and the Claimant, as this finding is not supported by substantial evidence in the record or the applicable law;

12. The Workers' Compensation Commission erred as a matter of law in finding the settlement agreement between Peachtree Electrical Services and the Claimant has no bearing on Peachtree Electrical Services' right to seek "reimbursement" from Bob Wire Electrical, as the Commission no longer had jurisdiction to hear this matter since the claim was clinchered prior to the Appellate Panel review hearing;

13. The Workers' Compensation Commission erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for temporary total disability benefits after November 3, 2003, in the total amount of $47,023.88, as this finding fails to

take into consideration that pursuant to the original July 5, 2006, Decision and Order of Commissioner Huffstetler, Peachtree Electrical Services was awarded a credit for temporary total disability benefits paid since May 5, 2005 and this "finding" is otherwise arbitrary, capricious, and unsupported by substantial evidence;

14. The Workers' Compensation Commission erred as a matter of law in considering issues such as apportionment of temporary total disability compensation and medical benefits voluntarily paid by Peachtree, as this is contrary remand instructions of the Appellate Panels' Decision and Order dated May 4, 2007;

15. The Workers' Compensation Commission erred as a matter of law in failing to address the appropriate compensation rate, as this is contrary remand instructions of the Appellate Panels' Decision and Order dated May 4, 2007;

16. The Workers' Compensation Commission erred as a matter of law in ordering Bob Wire Electrical to reimburse Peachtree Electrical Services for benefits paid after November 3, 2003, as the Commission no longer had jurisdiction to conduct a review hearing since the claim was clinchered with Commissioner Huffstetler's July 5, 2006, Decision and Order still intact;

17. The Workers' Compensation Commission erred as a matter of law in failing to find that Peachtree Electrical Services failed to comply with S.C. Code Regulation 67-710, which requires the party to notify the Commission of a settlement pending review.

18. The Workers' Compensation Commission erred as a matter of law in considering the claim for "equitable subrogation;" as the Commission has only such powers as specifically conferred by the General Assembly and has neither equitable powers, nor authority to order "reimbursement," "apportionment," "equitable indemnity," or "equitable subrogation" in this case.

19. The Workers' Compensation Commission erred in finding and concluding that the Claimant suffered a new accident and injury on or about November 3, 2003, while working for Bob Wire Electrical, Inc., as this finding and conclusion is arbitrary, capricious, unsupported by substantial evidence in the record, and otherwise made upon unlawful procedure.

20. The Workers' Compensation Commission erred in finding and concluding that the Claimant "gave notice of the new accident and injury," as this finding and conclusion is arbitrary, capricious, unsupported by substantial evidence in the record, and otherwise made upon unlawful procedure.

21. The Workers' Compensation Commission erred in finding and concluding that the "statute of limitations was satisfied by Bob Wire being added as a party by Defendants Peachtree and Builders Mutual," as this finding and conclusion is arbitrary, capricious, unsupported by substantial evidence in the record, and otherwise contrary to the applicable law.

22. The Workers' Compensation Commission erred in finding and concluding that "all medical expenses and temporary total disability compensation benefits paid after the November 3, 2003 [sic] are causally-related to his accident while working for Bob Wire on that date," as this finding is arbitrary, capricious, unsupported by substantial evidence in the record, and otherwise made upon unlawful procedure.

23. The Workers' Compensation Commission's conclusion that Bob Wire was not entitled to notice of the settlement agreement between Peachtree and the Claimant, which included the voluntary payment of sums for which Peachtree now seeks reimbursement for Bob Wire, as this conclusion is arbitrary, capricious, and contrary to the applicable law.

24. The Workers' Compensation Commission conclusion that "Peachtree is entitled to reimbursement from Bob Wire of the [sic] $112,789.42 in medical benefits paid by Peachtree," is arbitrary, capricious, unsupported by substantial evidence in the record, made upon unlawful procedure, and is otherwise contrary to the provisions of the South Carolina Workers' Compensation Act, the regulations promulgated thereunder, and the Medical Services Provider Manual.

25. The Workers' Compensation Commission erred as a matter of law in concluding that "Peachtree is entitled to reimbursement from Bob Wire of the [sic] $112,789.42 in medical benefits paid by Peachtree" is made without legal authority, as there is no statute or regulation that would authorize the Commission to order reimbursement in this case.

26. The Workers' Compensation Commission erred as a matter of law in concluding that "Peachtree is entitled to reimbursement from Bob Wire of the [sic] $112,789.42 in medical benefits paid by Peachtree" as this conclusion totally destroys Bob Wire's statutory right to seek reimbursement from the Second Injury Fund for this claim, as the Fund requires that medical bills be paid by Bob Wire in accordance with the fee schedule, direct to the provider, after receipt of a HCFA Form 1500 and accompanying narrative medical report.

27. The Workers' Compensation Commission erred in concluding that Peachtree is entitled to reimbursement from Bob Wire in the amount of $47,023.88 for temporary total disability benefits voluntarily paid by Peachtree, as this conclusion is arbitrary, capricious, unsupported by substantial evidence in the record, made upon unlawful procedure, and made without legal authority.

28. The Workers' Compensation Commission erred in failing to find that all issues relative to W.C.C. Case No. 0220142 were rendered moot with the approval of a clincher agreement between the Claimant, Peachtree, and Builders Mutual Insurance Co., as Builders Mutual is the only carrier with coverage for the 2002 accident.

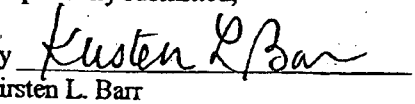
29. The Workers' Compensation Commission erred in failing to find that the Appellate Panel's May 4, 2007 was rendered void for lack of jurisdiction because Peachtree

voluntarily clinchered the 2002 case with the Claimant prior to any hearing by the Appellate Panel in that case, without notifying either Bob Wire, or the Appellate Panel that they had voluntarily relinquished their right to appeal.

30. Even assuming, arguendo, that the Workers' Compensation Commission has the power and authority to address claims for "equitable indemnity," Peachtree and Builders Mutual did not satisfy their burden of proving their entitlement thereto. Specifically, Peachtree and Builders Mutual have no "special relationship" with Bob Wire and the South Carolina Home Builders SIF as required as a matter of law. *See* Rock Hill Telephone Company, Inc., v. Globe Communications, Inc., 363 S.C. 385, 611 S.E.2d 235 (2005).

WHEREFORE, the Appellants, Bob Wire Electrical, Inc. and the South Carolina Home Builders SIF, pray that this Honorable Court review the Workers' Compensation Commission's Decision and Order dated January 6, 2009 and vacate this order for lack of subject matter jurisdiction; or in the alternative, remand the matter to the Commission to specifically address all issues properly presented by the Appellants with sufficiently detailed findings of fact and conclusions of law as required by the South Carolina Workers' Compensation Act and the South Carolina Administrative Procedures Act.

Respectfully submitted,

By 

Kirsten L. Barr
TRASK & HOWELL, L.L.C.
P. O. Box 2167
Mt. Pleasant, SC 29465-2167
Attorneys for Appellants
Bob Wire Electrical and
S. C. Home Builders SIF

Date: February 3, 2009.

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

CHRISTOPHER PRICE, EMPLOYEE, CLAIMANT, VS. PEACHTREE ELECTRICAL SERVICES, BOB WIRE ELECTRICAL, INC., EMPLOYERS, AND SC HOME BUILDERS ASSOCIATION AND BUILDERS MUTUAL INSURANCE, CARRIER, DEFENDANTS.	WCC #: 0220142

COPY

HEARING WAS HELD ON JUNE 5, 2006, IN MYRTLE BEACH, SOUTH CAROLINA, COMMENCING AT 3:10 P.M. BEFORE COMMISSIONER DAVID W. HUFFSTETLER.

APPEARANCES

FOR THE CLAIMANT:	N. DAVID DURANT, ESQUIRE SURFSIDE, SOUTH CAROLINA
FOR THE DEFENDANTS: SC HOME BUILDERS	ANDREW D. SMITH, ESQUIRE MT. PLEASANT, SOUTH CAROLINA
FOR THE DEFENDANTS: BUILDERS MUTUAL	RICHARD C. DETWILER, ESQUIRE COLUMBIA, SOUTH CAROLINA

SUBJECT OF HEARING

TO DETERMINE ISSUES AS SET FORTH ON FORMS 50 AND 51.

COLUMBIA, SOUTH CAROLINA 29223
(803)462-0074
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CHRISTOPER PRICE

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EXHIBITS

(NONE)

PROCEEDINGS

THE COURT: THIS IS WORKERS' COMPENSATION FILE NUMBER 0220142, THE CASE OF THE CLAIMANT CHRISTOPHER PRICE VERSUS PEACHTREE ELECTRIC AND BUILDERS MUTUAL INSURANCE COMPANY AND ALSO BOB WIRE ELECTRIC AND THE SOUTH CAROLINA HOME BUILDERS ASSOCIATION. THE CLAIMANT IS PRESENT. HE'S REPRESENTED BY ATTORNEY N. DAVID DURANT. PEACHTREE ELECTRIC AND BUILDERS MUTUAL INSURANCE ARE REPRESENTED BY ATTORNEY RICHARD C. DETWILER. BOB WIRE ELECTRIC AND THE SOUTH CAROLINA HOME BUILDERS ASSOCIATION IS REPRESENTED BY ATTORNEY ANDREW SMITH. THE CASE IS SET ON AN APPLICATION MADE BY PEACHTREE ELECTRIC AND BUILDERS MUTUAL TO STOP PAYMENT OF COMPENSATION. THE AVERAGE WEEKLY WAGE IS $514.84 WITH A COMPENSATION RATE OF $343.24. THE DATE OF THE ACCIDENT IS DECEMBER 9TH, 2002.

ARE THERE ANY OBJECTION TO THOSE ITEMS, JURISDICTION, VENUE OR ANY OF THE APA SUBMISSIONS?

MR. SMITH: YOUR HONOR, I WOULD JUST LIKE TO NOTE THAT THE AVERAGE WEEKLY WAGE AND COMP RATE WHEN HE WAS WORKING AT BOB WIRE ELECTRICAL WAS $198.83 AVERAGE WEEKLY WAGE. THE COMP RATE WOULD BE $132.56.

THE COURT: ANY OBJECTION TO THAT?

MR. DETWILER: NO OBJECTION.

THE COURT: AND WITHOUT OBJECTION THE COMMISSION FILE BECOMES A PART OF THE RECORD WITH THE EXCEPTION OF SELF-SERVING DECLARATIONS AND UNSTIPULATED MEDICAL REPORTS.

I WOULD NOTE A PREVIOUS ORDER OF THE COMMISSION WHICH ADDED BOB WIRE ELECTRIC AND THE SOUTH CAROLINA HOME BUILDERS ASSOCIATION. THAT WAS APPEALED AND THE FULL COMMISSION ORDER FOUND THAT SINGLE COMMISSIONER ORDER TO BE INTERLOCUTORY.

IT'S MY UNDERSTANDING FROM A DISCUSSION WITH THE PARTIES AT OUR PRE-HEARING CONFERENCE PEACHTREE ELECTRIC AND BUILDERS MUTUAL TAKES THE POSITION THAT THE CLAIMANT REACHED MAXIMUM MEDICAL IMPROVEMENT ON AUGUST 8TH, 2003. THEY SEEK CREDIT FOR ANY TEMPORARY COMPENSATION PAID AFTER THAT DATE. THEY CONCEDE SOME PERMANENT PARTIAL DISABILITY TO THE BACK. THEY TAKE THE POSITION THAT ANY BENEFITS PAID AFTER A SUBSEQUENT INJURY AT BOB WIRE ELECTRIC ARE ALL THE RESPONSIBILITY OF BOB WIRE ELECTRIC AND THE SOUTH CAROLINA HOME BUILDERS ASSOCIATION.

BOB WIRE ELECTRIC AND THE HOME BUILDERS ASSOCIATION FIRST PRESERVES THEIR POSITION THEY SHOULD NOT HAVE BEEN MADE A PARTY TO THE HEARING.

THEY FURTHER TAKE THE POSITION THAT THE CLAIM IS BARRED BY SECTION 42-15-40. THEY TAKE THE POSITION THAT NO CLAIM HAS BEEN BROUGHT AGAINST THEM BY THE CLAIMANT. THEY FURTHER WOULD TAKE THE POSITION THAT PEACHTREE ELECTRIC AND BUILDERS MUTUAL SHOULD BE ESTOPPED FROM ANY REIMBURSEMENT FOR TEMPORARY COMPENSATION OR MEDICAL TREATMENT PRIOR TO THE TIME THAT THEIR MOTION WAS FILED TO ADD THEM AS A PARTY. IS THAT CORRECT?

MR. SMITH: YES, YOUR HONOR, I WOULD JUST LIKE TO ADD BECAUSE THEY WERE PLACED ON NOTICE PER THE DEPOSITION OF THE CLAIMANT THAT THEY CONDUCTED ON DECEMBER 18TH, 2003. THE MOTION WAS NOT FILED UNTIL APRIL OF 2005.

THE COURT: THE CLAIMANT TAKES THE POSITION THAT HE REACHED MAXIMUM MEDICAL IMPROVEMENT ON MAY 5TH, 2005. THAT HE IS PERMANENTLY AND TOTALLY DISABLED FROM EITHER OR BOTH OF THE INJURIES. IS THAT RIGHT?

MR. DURANT: YES, SIR.

THE COURT: SIR, RAISE YOUR RIGHT HAND.

CHRISTOPHER PRICE,

HAVING BEEN FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

THE COURT: STATE YOUR FULL NAME, PLEASE.

THE WITNESS: CHRISTOPHER CARL PRICE.

THE COURT: GO AHEAD, SIR.

D I R E C T E X A M I N A T I O N

BY MR. DETWILER:

Q. MR. PRICE, HOW OLD ARE YOU, SIR?

A. THIRTY-SIX.

Q. ARE YOU MARRIED?

A. NO. DIVORCED.

Q. ANY CHILDREN?

A. NO.

Q. WHERE DO YOU LIVE?

A. RIGHT NOW I'M LIVING IN MYRTLE BEACH.

Q. AND HOW LONG HAVE YOU LIVED IN MYRTLE BEACH?

A. SINCE FEBRUARY.

Q. HOW FAR DID YOU GO IN SCHOOL?

A. GOT THROUGH HIGH SCHOOL.

Q. AND YOU'VE HAD SOME TECH SCHOOL TRAINING?

A. YES. SOME. LIMITED.

Q. BUT YOU DON'T HAVE ANY OTHER DEGREES OTHER THAN YOUR HIGH SCHOOL DIPLOMA?

A. NO.

Q. WHAT KIND OF WORK HAVE YOU DONE IN YOUR WORK HISTORY?

A. LAST I WAS AN ELECTRICIAN. SIX YEARS.

Q. YOU WERE AN ELECTRICIAN FOR SIX YEARS?

A. YES.

Q. AND THAT'S WHAT YOU WERE DOING WHEN YOU WERE INJURED WITH --

A. YES.

Q. -- PEACHTREE?

A. YES.

Q. WHAT OTHER KINDS OF WORK HAVE YOU DONE IN YOUR PAST?

A. WORKED IN A LOCAL BUILDING SUPPLY AS A WAREHOUSE FOREMAN AND I DID SOME HOME HEALTHCARE.

Q. AND YOU ACTUALLY TOOK SOME NURSING COURSES AT SOME POINT IN TIME?

A. YES, I DID.

Q. THAT WAS A NUMBER OF YEARS BACK?

A. YES.

Q. PRIOR TO DECEMBER 9TH, 2002 WHEN YOU WERE INJURED WITH PEACHTREE, DID YOU EVER SUFFER FROM ANY DISABILITIES?

A. NO.

Q. NOW, YOU WERE INJURED ON DECEMBER 9TH, AS WE SAID, '02. THAT'S AN ADMITTED ACCIDENT WITH PEACHTREE; IS THAT RIGHT?

A. YES.

Q. TELL US BRIEFLY WHAT HAPPENED ON THAT ACCIDENT.

A. I WAS WORKING AT DEVINE'S FISHHOUSE. I WAS IN THE CRAWL SPACE UNDERNEATH THE RESTAURANT TRACING OUT WIRE FOR STEP LIGHTS THAT WE WERE REPLACING THAT WERE EXISTING. I WAS TRYING TO FIND THE CIRCUIT. SOMEBODY DISCONNECT IT. I WAS TRYING TO HOOK IT BACK UP SO THE STEPS LIGHTS WOULD WORK. AND AS I WAS TRACING THE WIRE I STEPPED ON THE EDGE -- WELL, I GUESS IT WAS PLYWOOD. AND THERE'S A BIG HOLE THAT SOMEBODY HAD COVERED UP AND I CRASHED IN IT.

Q. YOU CRASHED THROUGH THE HOLE?

A. YES.

Q. AND YOU RECEIVED MEDICAL TREATMENT AFTER THAT ACCIDENT?

A. YES, I DID.

Q. AND DR. MILLS WAS YOUR AUTHORIZED TREATING PHYSICIAN?

A. YES.

Q. IS THAT RIGHT? AND YOU HAD A DISKECTOMY WITH DR. MILLS AS A RESULT OF THIS ACCIDENT; DID YOU NOT?

A. YES.

Q. AND ON AUGUST THE 8TH, 2003 DR. MILLS RELEASED YOU AND ASSIGNED A 10 PERCENT WHOLE BODY IMPAIRMENT AND 13 PERCENT IMPAIRMENT TO THE SPINE; IS

THAT CORRECT?

A. YES.

Q. DOES THAT SOUND RIGHT?

A. YES.

MR. DETWILER: AND, YOUR HONOR, THAT'S APA PAGE 22 IN OUR APA'S, DEFENDANTS APA'S.

BY MR. DETWILER:

Q. AND HE ALSO NOTED THAT YOU DENIED AT THAT TIME HAVING ANY RADICULAR PAIN ANYMORE?

A. NO PAIN DOWN THE LEG.

Q. NO PAIN DOWN THE LEG ANYMORE --

A. RIGHT.

Q. -- AT THAT POINT? AND THAT WAS ON AUGUST 8TH, 2003. AFTER YOU WERE RELEASED YOU WENT TO WORK FOR BOB WIRE ELECTRIC; IS THAT RIGHT?

A. YES.

Q. AND YOU STARTED AROUND OCTOBER OF 2003?

A. SOUNDS RIGHT.

Q. AND THE FIRST PART OF NOVEMBER OF 2003 YOU WERE WORKING AT THE MURRELLS INLET SCUBA EXPRESS JOB SITE; IS THAT RIGHT?

A. YES.

Q. AND YOU WERE WORKING THERE FOR BOB WIRE ELECTRIC?

A. YES.

Q. WHILE WORKING AT THE SCUBA EXPRESS JOB SITE FOR BOB WIRE YOU WERE PULLING WIRE --

MR. SMITH: OBJECTION TO THE FORM OF THE QUESTION. IT'S OBVIOUS HIS HEARING AND LEADING.

MR. DETWILER: ADVERSE WITNESS.

THE COURT: WELL, YOU HAVEN'T IDENTIFIED HIM. I WAS A LITTLE SURPRISED. I THOUGHT THE CLAIMANT'S ATTORNEY WOULD ASK QUESTION BUT HE HADN'T.

MR. SMITH: SO WAS I.

THE COURT: IF YOU WOULD BE CAREFUL WITH YOUR PHRASING. BECAUSE YOU HAVE ANOTHER PARTY HERE AS A DEFENDANT.

MR. DETWILER: ALL RIGHT, SIR.

THE COURT: THERE'S NOTHING TO CROSS-EXAMINE. HE HASN'T TESTIFIED TO ANYTHING YET.

BY MR. DETWILER:

Q. DO YOU REMEMBER WORKING AT THE SCUBA EXPRESS SHOP?

A. YES, I DO.

Q. JOB SITE?

A. YES, I DO.

Q. AND YOU WERE WORKING FOR BOB WIRE AT THAT TIME?

A. YES, I WAS.

Q. AND THAT WAS IN NOVEMBER OF '03?

A. YES.

Q. AFTER YOU HAD BEEN RELEASED BY DR. MILLS?

A. YES.

Q. CAN YOU TELL US WHAT HAPPENED THAT DAY WORKING ON THE SCUBA EXPRESS JOB SITE.

A. WE WERE PULLING A CIRCUIT FOR A COMPRESSOR THAT WAS IN AN OUT BUILDING AWAY FROM THEIR OFFICE. IT WAS THREE #10 WIRES OR FOUR #10 WIRES.

Q. THAT'S PRETTY THICK WIRES?

A. NO, THEY'RE NOT --

MR. SMITH: I OBJECT. LEADING.

THE WITNESS: THEY'RE NOT VERY THICK. NO.

THE COURT: IF YOU'D BE CAREFUL --

BY MR. DETWILER:

Q. TELL US HOW THICK THE WIRES ARE.

A. THAT'S TWO GRADES STRONGER THAN WHAT YOU WOULD RUN FOR LIKE THE RECEPTACLES IN HERE. I MEAN IT'S NOT A LOT OF MORE EXTRA WEIGHT BUT IT'S A LITTLE BIT. AND PULLING -- I WAS PULLING THE WIRE UP THROUGH THE PIPE. BRAD WAS PUSHING AT ANOTHER LOCATION, SO -- AND TRY TO GO THROUGH IT EASIER. AND WHILE I WAS PULLING I HAD SEVERE PAIN IN MY BACK.

Q. COULD YOU DESCRIBE THE PAIN THAT YOU HAD IN YOUR BACK?

A. STABBING, BURNING IN MY LOWER BACK AND IN

THE SAME AREAS WHERE I HAD ALREADY HAD PROBLEMS.

Q. AND DID THAT OCCUR IMMEDIATELY WHEN YOU WERE PULLING THE WIRE?

A. AT ONE POINT WHILE I WAS PULLING THE WIRE, YES. I HAD PULLED THE WIRE SOME BEFORE AND IT HADN'T HAPPENED. JUST AT THAT TIME IT HAPPENED.

Q. AND WHAT DID YOU DO WHEN YOU FELT THE PAIN IN YOUR BACK?

A. IMMEDIATELY FELL TO THE GROUND. COULDN'T DO ANYTHING ELSE. I HAD TO SIT THERE FOR ABOUT FIVE MINUTES BEFORE I COULD GET UP OFF THE GROUND.

Q. NOW, YOU MENTIONED A PERSON NAMED BRAD; IS THAT RIGHT?

A. YES.

Q. AND BRAD WAS THE MAN YOU WERE WORKING WITH ON THE JOB SITE THAT DAY?

A. YES.

Q. AND WHO DID HE WORK FOR?

A. BOB WIRE ELECTRIC.

Q. AND WAS HE YOUR SUPERVISOR?

A. MORE OR LESS, YES. HE WAS THE SENIOR MAN?

Q. HE WAS THE LEAD MAN.

A. YES.

Q. AT THAT TIME DID YOU CONSIDER HIM YOUR SUPERVISOR?

A. YES.

Q. HAVE YOU WORKED ANYWHERE ELSE SINCE THE ACCIDENT IN NOVEMBER OF '03 WHEN YOU WERE WORKING FOR BOB WIRE?

A. NO, I HAVE NOT.

Q. NOW, YOU DID WORK FOR ABOUT A HALF A WEEK IN JANUARY OF '04 FOR BOB WIRE; IS THAT RIGHT?

A. RIGHT.

Q. AND OTHER THAN THAT, YOU HAVEN'T WORKED ANYWHERE?

A. NO, SIR.

Q. SINCE THE ACCIDENT AT BOB WIRE YOU HAD SURGERY TO YOUR BACK?

A. YES.

Q. AND THAT WAS A FUSION; WAS IT NOT?

A. YES, IT WAS.

Q. AND YOU'VE CONTINUED TO HAVE TREATMENTS FROM DR. MILLS AND OTHER DOCTORS?

A. YES, I HAVE.

Q. AND YOU WERE PUT BACK ON TEMPORARY TOTAL DISABILITY WITH PEACHTREE AND BUILDERS MUTUAL; WERE YOU NOT?

A. YES, I WAS.

Q. NOW, YOU DID NOT TELL YOUR DOCTORS OR PEACHTREE OR BUILDERS MUTUAL ABOUT THE ACCIDENT IN

NOVEMBER OF '03 WHILE WORKING FOR BOB WIRE, DID YOU?

MR. SMITH: OBJECTION TO THE FORM OF THE QUESTION.

THE COURT: BE CAREFUL WITH YOUR PHRASING.

BY MR. DETWILER:

Q. DID YOU TELL YOUR DOCTORS OR PEACHTREE OR BUILDERS MUTUAL THAT YOU HAD INJURED YOUR BACK WHILE WORKING AT PEACHTREE IN NOVEMBER OF '03? OH, EXCUSE ME. WHILE WORKING FOR BOB WIRE IN NOVEMBER OF '03?

A. NO.

Q. PEACHTREE AND BUILDERS MUTUAL AUTHORIZED THE SUBSEQUENT SURGERY BY DR. MILLS, DIDN'T THEY?

A. YES, THEY DID.

Q. AND THEY PUT YOU BACK ON TEMPORARY TOTAL DISABILITY?

A. YES, THEY DID.

Q. AND AS FAR AS YOU KNOW, THEY DIDN'T KNOW THAT YOU HAD HAD THIS SUBSEQUENT ACCIDENT, DID THEY?

A. NO. THEY NEVER KNEW IT WAS ANOTHER ACCIDENT, NO.

Q. AND WHY DIDN'T YOU TELL PEACHTREE OR BUILDERS MUTUAL?

A. I DIDN'T THINK ABOUT IT.

Q. NOW, DID ANYONE AT BOB WIRE KNOW THAT YOU HAD SUFFERED THIS INJURY WHILE WORKING AT THE SCUBA

EXPRESS?

A. BRAD OR RITA WHO WAS WORKING WITH ME KNEW ABOUT IT. AND WE LEFT THE JOB SITE EARLY THAT DAY.

Q. AND WHY DID YOU LEAVE THE JOB SITE EARLY THAT DAY?

A. BECAUSE THE PAIN. THERE'S NO WAY I COULD GO THROUGH THE DAY. AND I DIDN'T GO BACK TO WORK EVER AFTER THAT EXCEPT FOR THAT SHORT TIME BACK WITH BOB WIRE BECAUSE I NEEDED SOME MONEY.

Q. NOW, AFTER THIS INCIDENT WITH BOB WIRE, YOU WENT BACK TO SEE DR. MILLS, DIDN'T YOU?

A. YES, I DID.

Q. AND DID YOU REPORT -- TELL ME, WHAT DID YOU REPORT TO DR. MILLS IN TERMS OF THE PROBLEMS THAT YOU WERE HAVING?

A. IMMEDIATELY AFTER THE ACCIDENT IT WAS JUST PAIN IN MY BACK. BUT THE MORE THAT TIME PROGRESSED I STARTED HAVING MORE SYMPTOMS DOWN MY LEG AGAIN, HAVING NERVE.

Q. AND YOU SAW DR. MILLS RIGHT AFTER THIS INCIDENT HAPPENED --

A. YES, I DID.

Q. -- AT BOB WIRE?

A. YES.

MR. DETWILER: AND THOSE MEDICALS CAN BE

FOUND AT APA'S 24 THROUGH 25, COMMISSIONER.

BY MR. DETWILER:

Q. AND WHAT KIND OF SURGERY DID YOU ULTIMATELY HAVE THE SECOND SURGERY?

A. THE SECOND SURGERY WAS A DOUBLE FUSION: L4-L5, L5-S1.

MR. DETWILER: THAT'S ALL I HAVE, YOUR HONOR.

THE COURT: MR. DURANT, DO YOU HAVE ANY QUESTIONS?

MR. DURANT: NOT AT THIS TIME. I MIGHT HAVE SOME AFTER MR. SMITH.

THE COURT: MR. SMITH.

MR. SMITH: THANK YOU, YOUR HONOR.

D I R E C T E X A M I N A T I O N

BY MR. SMITH:

Q. DR. MILLS RELEASED YOU TO RETURN TO WORK ON AUGUST 8TH, 2003; IS THAT CORRECT?

A. THAT SOUNDS RIGHT, YES.

Q. AND JUST PRIOR TO THAT ON JULY 7TH, 2003 WHEN YOU WERE RELEASED TO MAXIMUM MEDICAL IMPROVEMENT YOU ALSO SAW DR. MILLS; DID YOU NOT?

A. IF THAT'S WHAT IT SAYS, YEAH.

Q. WOULD YOU DISPUTE THE FACT THAT HIS RECORDS INDICATE JUST ONE MONTH PRIOR TO BEING

RELEASED TO MAXIMUM MEDICAL IMPROVEMENT THAT YOU HAD A QUOTE, "SEVERE LOWER BACK PAIN?"

A. YES. I WAS STILL HAVING PAIN IN MY BACK EVEN THOUGH HE RELEASED ME TO GO BACK TO WORK, YES.

Q. AND IN FACT AT THE TIME THAT HE SAID THAT YOU WERE AT MAXIMUM MEDICAL IMPROVEMENT YOU DIDN'T BELIEVE YOU WERE READY TO RETURN BACK TO WORK AND YOU WERE STILL HAVING BACK PAIN; ISN'T THAT TRUE?

A. YES. THAT'S TRUE.

Q. AND IN FACT WHEN DR. MILLS RELEASED YOU, IT WAS YOUR UNDERSTANDING THAT YOU WERE GOING TO NEED A SECOND SURGERY IN THE FUTURE AND IT WAS JUST TRYING TO BE PROLONGED?

A. I WAS TOLD THAT --

Q. YOU CAN'T TELL US WHAT A DOCTOR. WAS THAT YOUR UNDERSTANDING OR?

A. MY UNDERSTANDING WAS THAT IF I KEPT PUSHING MYSELF I WOULD HAVE TO HAVE ANOTHER SURGERY, YES.

Q. AND AFTER DR. MILLS RELEASED YOU TO RETURN TO WORK IN AUGUST 2003 YOU ATTEMPTED TO GO BACK AT PEACHTREE ELECTRICAL; DID YOU NOT?

A. YES, I DID. HE RELEASED ME WITH NO RESTRICTIONS WHEN HE SENT ME BACK TO WORK.

Q. WHEN YOU WENT BACK TO PEACHTREE ELECTRICAL

THEY TOLD YOU THEY DIDN'T HAVE A JOB FOR YOU, DIDN'T THEY?

A. THEY HAD TOLD ME THEY DIDN'T WANT ME BACK, YES.

Q. AND THEY TOLD YOU TO GO FIND WORK SOMEWHERE ELSE?

A. THAT'S RIGHT.

Q. AND THAT'S WHEN YOU STARTED WORKING FOR BOB WIRE IN OCTOBER OF 2003; IS THAT TRUE?

A. RIGHT.

Q. AND YOU WORKED APPROXIMATELY 15 HOURS PER WEEK AT BOB WIRE?

A. I WOULD WORK LESS AND WORK MORE DEPENDING ON HOW I FELT.

Q. AND IN FACT, YOU COULDN'T WORK 40 HOURS PER WEEK BECAUSE YOUR BACK WAS STILL HURTING YOU?

A. YEAH. JUST BEING RELEASED TO GO BACK TO WORK, NO, I COULDN'T WORK 40 HOURS A WEEK RIGHT FROM THE START.

Q. AND REALLY THE ONLY REASON YOU WERE WORKING AT BOB WIRE WAS BECAUSE YOU NEEDED THE MONEY; ISN'T THAT TRUE?

A. THAT'S RIGHT.

Q. NOW, YOU ATTRIBUTED ALL OF YOUR BACK -- DO YOU REMEMBER ME -- THAT'S IN YOUR DEPOSITION BACK IN

AUGUST OF 2005; CORRECT?

A. YES.

Q. AND YOU ATTRIBUTE ALL OF YOUR BACK PAIN THAT YOU WERE HAVING AT THAT POINT IN TIME BACK TO THE ACCIDENT AT PEACHTREE ELECTRICAL; DID YOU NOT?

A. RIGHT. YES.

Q. AND YOU AGREE YOU DID NOT INJURE YOUR BACK AT BOB WIRE ELECTRICAL; DO YOU NOT?

A. I HAD -- I BELIEVE THAT IT WAS FROM THE ORIGINAL ACCIDENT WHY I WAS HAVING THE PAINS NOW, YES.

Q. AND THE ORIGINAL ACCIDENT WOULD HAVE BEEN ON PEACHTREE ELECTRICAL?

A. RIGHT. AT DEVINE'S.

Q. AND YOU DON'T BELIEVE PULLING THAT LIGHT CONDUIT AT BOB WIRE ELECTRICAL HAS ANYTHING TO DO WITH YOUR CURRENT BACK PAIN, DO YOU?

A. WELL, AT THE TIME I DIDN'T THINK IT DID, NO. BUT OBVIOUSLY THAT'S NOT MY DECISION TO MAKE NOW, IS IT?

Q. CORRECT. BUT THAT'S WHAT YOU TOLD ME DURING YOUR DEPOSITION?

A. YES. THAT'S WHAT I TOLD YOU, YES.

Q. AND THERE WASN'T ANY OTHER PARTICULAR INCIDENT OR ACCIDENT AT BOB WIRE THAT AGGRAVATED YOUR

INJURY; ISN'T THAT TRUE?

A. JUST GOING BACK TO WORK EVERY DAY.

Q. AND, AGAIN, YOU BELIEVE THAT YOUR CURRENT CONDITION IS RELATED BACK TO YOUR EMPLOYMENT AT PEACHTREE ELECTRICAL; DO YOU NOT?

A. YES.

Q. NOW, YOU HAD SAID THAT YOU THOUGHT YOU HAD AGGRAVATED YOUR BACK AND YOU HAD SEVERE PAIN ON PULLING THAT LIGHT CONDUIT. BUT ISN'T IT TRUE THAT EVER SINCE DR. MILLS RELEASED YOU IN AUGUST OF 2003 THAT EVERYTHING WAS AGGRAVATING YOUR BACK? GETTING OUT OF BED IN THE MORNING, TAKING SHOWERS, SITTING, STANDING, ALL THOSE - ANY HOUSEHOLD ACTIVITY WAS AGGRAVATING YOUR BACK; IS THAT CORRECT?

A. THAT'S CORRECT. I WAS TOLD THE CURRENT PAIN WOULD BE SOMETHING I HAD EVERY DAY. IT DIDN'T MATTER WHETHER I DID SOMETHING OR WHETHER I DIDN'T. I WAS STILL GOING TO BE IN PAIN.

Q. AND YOU HAD EPISODES PRIOR TO WORKING -- AFTER WORKING AT BOB WIRE ELECTRICAL OUTSIDE OF YOUR EMPLOYMENT THAT WOULD PRODUCE THESE AGGRAVATING SYMPTOMS?

A. YEAH. THERE'S SOME THINGS THAT CAUSE IT TO GET A LITTLE WORSE.

Q. AND ARE YOU AWARE THAT DR. MILLS' RECORDS

DO NOT REFLECT THAT YOU HAD INJURED YOURSELF IN THE CAPACITY OF PULLING CONDUIT AT BOB WIRE ELECTRICAL?

A. NO, IT SHOULDN'T. I NEVER TOLD HIM ANYTHING.

MR. SMITH: THANK YOU. THAT'S ALL THE QUESTIONS I HAVE.

C R O S S - E X A M I N A T I O N

BY MR. DURANT:

Q. JUST A COUPLE OF FOLLOW-UP QUESTIONS, CHRIS. WHEN YOU WERE RELEASED THE FIRST TIME FROM DR. MILLS ON AUGUST 8, 2003, HAD THE RADIATING PAIN DOWN YOUR LEG ABATED OR STOPPED?

A. YES.

Q. SO YOU WERE NOT HAVING ANY RADIATING PAIN DOWN YOUR LEG AT THAT TIME?

A. NONE.

Q. THE SIGNIFICANT PAIN WAS IN YOUR BACK?

A. RIGHT. JUST IN MY LOWER BACK.

Q. AND THAT'S WHEN HE RELEASED YOU THE FIRST TIME?

A. RIGHT.

Q. NOW, DID THAT CONTINUE FROM THE TIME THAT YOU WERE RELEASED THE FIRST TIME UNTIL THE SECOND INCIDENT OCCURRED WITH BOB WIRE?

A. YES. THAT'S WHEN THE PAIN STARTED BACK.

Q. AND WHEN YOU SAY THE PAIN -- THAT YOU HAD PAIN IN THE BACK PRETTY MUCH THE WHOLE TIME FROM THE SURGERY, BUT THE RADIATING PAIN DOWN YOUR LEG HAD STOPPED?

A. RIGHT.

Q. AND THAT DIDN'T START BACK UNTIL AFTER THE EVENT WITH BOB WIRE?

A. YES.

Q. THAT'S WHEN YOU STARTED HAVING RADIATING PAIN DOWN YOUR LEG AGAIN?

A. RIGHT.

Q. THAT'S WHAT CAUSED YOU TO FALL TO THE GROUND OR THE FLOOR?

A. NO. NO. I HAD PAIN, IMMEDIATE PAIN IN MY LOWER BACK. THAT'S WHAT CAUSED ME TO FALL. AND WITHIN A FEW DAYS AFTER THAT, THAT'S WHEN THE PAIN DOWN MY LEG STARTED AGAIN. THE PAIN DOWN MY LEG DIDN'T START IMMEDIATELY. IT TOOK A FEW DAYS.

MR. DURANT: THANK YOU. NOTHING FURTHER.

THE COURT: WHAT WAS THE DATES OF THE EVENT AT BOB WIRE?

THE WITNESS: IT WAS NOVEMBER. I'M NOT SURE WHAT THE DATE WAS. WHENEVER THEY -- I DON'T REMEMBER DATES. I KNOW IT WAS SHORTLY AFTER I RETURNED TO BOB WIRE. I THINK IT WAS IN NOVEMBER.

MR. DURANT: IT WAS IN NOVEMBER. I'LL GIVE YOU THE EXACT DATE.

MR. SMITH: YOUR HONOR, HE HAS TO ASK HIM A QUESTION.

THE COURT: YOU CAN'T TESTIFY FOR HIM.

THE WITNESS: I BELIEVE IT'S IN EARLY --

THE COURT: WELL, YOU TESTIFIED EARLIER YOU WENT TO WORK WITH BOB WIRE IN OCTOBER OF 2003.

THE WITNESS: RIGHT.

THE COURT: SO YOU SAID JUST NOW IT WAS SHORTLY AFTER THAT. ARE YOU SAYING IT WAS NOVEMBER 2003?

THE WITNESS: NOVEMBER 2003.

THE COURT: THANK YOU. IS THERE ANYTHING ELSE?

MR. DETWILER: YES, SIR, YOUR HONOR.

R E C R O S S - E X A M I N A T I O N

BY MR. DETWILER:

Q. ANOTHER LAWYER IN MY OFFICE TOOK YOUR DEPOSITION ON DECEMBER 18TH, 2003. DO YOU REMEMBER THAT?

A. YES.

Q. THE FIRST DEPOSITION YOU HAD IN THE WORKERS' COMP CASE?

A. YES.

Q. DO YOU REMEMBER THAT? AND YOU DIDN'T TELL THAT LAWYER AT THAT TIME ABOUT ANY INCIDENT AT BOB WIRE YOU, DID YOU?

A. NOT THAT I CAN RECOLLECT.

Q. AND IT WAS IN FEBRUARY OF '05 THAT YOU GAVE A DEPOSITION IN A THIRD PARTY ACTION AGAINST DEVINE FOODS; IS THAT RIGHT?

A. YES.

Q. AND YOU DID TESTIFY ABOUT THAT INCIDENT AT THAT TIME, DIDN'T YOU?

A. YES, I DID.

MR. DETWILER: THAT'S ALL I HAVE.

THE COURT: LET ME JUST NOTE FOR THE RECORD THAT IN ADDITION TO THE APA SUBMISSIONS I HAVE THE DEPOSITION OF THE CLAIMANT FROM AUGUST 30TH, 2005 AND I HAVE A DEPOSITION OF ROBERT CONROY.

MR. DETWILER: YOUR HONOR, IN MY APA SUBMISSIONS I HAVE HANDED UP COPIES OF THE DEPOSITION OF THE CLAIMANT FROM DECEMBER 18TH. I THOUGHT I GAVE YOU THAT ORIGINAL?

MR. SMITH: YOU DID. AND THEY I GAVE THE ORIGINAL IN AUGUST.

MR. DETWILER: BUT I'LL HAND IT UP IN MY APA'S. I'VE HANDED UP FOUR DEPOSITION TRANSCRIPTS: THREE OF THE CLAIMANT, TWO FROM THIS CASE AND ONE

FROM THE THIRD PARTY CLAIM. AND THEN ONE OF ROBERT -- MR. CONROY WHICH IS DUPLICATIVE OF WHAT YOU HAVE THERE.

THE COURT: NO ONE DEPOSED DR. MILLS; IS THAT RIGHT?

MR. SMITH: THAT'S CORRECT, YOUR HONOR.

MR. DETWILER: I'M SORRY. THERE'S THE ORIGINAL OF THE -- I THOUGHT I HAD HANDED IT UP, OF THE DECEMBER 18TH, 2003 DEPOSITION OF THE CLAIMANT. IF I MAY HAND THAT UP.

THE COURT: IF THERE'S NOTHING ELSE, THEN THAT CONCLUDES --

MR. SMITH: I JUST HAVE A FEW MORE QUESTIONS, YOUR HONOR.

THE COURT: I'M SORRY. GO AHEAD.

R E C R O S S - E X A M I N A T I O N

BY MR. SMITH:

Q. AFTER YOUR THIRD PARTY DEPOSITION WAS -- OR ACTUALLY DURING YOUR THIRD PARTY DEPOSITION, DID YOU BELIEVE WHEN THAT ATTORNEY WAS DEPOSING YOU THAT YOUR ACCIDENT WAS A RESULT OF WORKING AT PEACHTREE ELECTRICAL?

A. I BELIEVE THAT IT HAD SOME EFFECT.

Q. AND YOU'VE SINCE RECEIVED A THIRD PARTY RECOVERY?

A. NO, I HAVEN'T RECEIVED IT.

Q. BUT IT'S BEEN SETTLED?

A. YES.

Q. AND THAT WAS AGAINST PEACHTREE ELECTRICAL COMPANY?

A. NO.

Q. I'M SORRY. THE PEOPLE UNDERNEATH WHERE YOU WERE WORKING AT?

A. DEVINE'S.

Q. OH, DEVINE'S. YOU INDICATED THAT YOU BEGAN WORKING FOR BOB WIRE IN OCTOBER OF 2003?

A. THAT SOUNDS RIGHT, YES.

Q. WOULD YOU DENY THE FACT THAT DR. MILLS INDICATED IN HIS OCTOBER 15, 2003 REPORT "THAT YOU WERE HAVING RIGHT LOWER BACK PAIN, DENIES ANY ACCIDENT OR INJURY AND IS PRESENTLY WORKING 20 HOURS A WEEK?" SOUND ABOUT RIGHT?

A. SOUNDS ABOUT RIGHT, YES.

MR. SMITH: THANK YOU. THAT'S ALL THE QUESTIONS I...

BY MR. SMITH:

Q. NOW, PRIOR TO BEING RELEASED FROM DR. MILLS ON AUGUST 8TH, 2003, YOU HAD RELATED TO HIM ON NUMEROUS OCCASIONS THAT YOU WERE HAVING RADICULOPATHY EXTENDING DOWN TO YOUR LOWER LEGS; CORRECT?

A. WHEN IS THIS?

Q. DATING ALL THE WAY BACK TO JANUARY 2003.

A. BEFORE THE FIRST SURGERY?

Q. YES.

A. YEAH.

Q. SO THAT WASN'T SOMETHING NEW; CORRECT? THE RADICULOPATHY PRIOR TO THE FIRST SURGERY?

A. NO. THE FIRST SURGERY FIXED MY LEG PAIN BUT THAT WAS IT. I STILL HAD LOWER BACK PAIN AFTER THE FIRST SURGERY.

Q. AND IT WAS YOUR UNDERSTANDING AT THAT TIME THAT YOU WERE GOING TO HAVE TO UNDERGO A SECOND SURGERY; CORRECT?

A. THAT THE POTENTIAL FOR A SECOND SURGERY WAS THERE, YES.

MR. SMITH: THANK YOU. THAT'S ALL THE QUESTIONS.

THE COURT: IF THERE'S NOTHING ELSE, THAT CONCLUDES THE HEARING.

(WHEREUPON, THE HEARING WAS CONCLUDED AT 3:35 P.M.)

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, SKYLET A. MORRIS, COURT REPORTER AND NOTARY PUBLIC, FOR THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE TRANSCRIPT OF THE FOREGOING HEARING IS A STENOGRAPHIC REPORT AND WAS TRANSCRIBED THROUGH COMPUTER-AIDED TRANSCRIPTION; THAT THE FOREGOING TRANSCRIPT CONTAINS A TRUE RECORD OF THE PROCEEDINGS IN THE FOREGOING HEARING.

I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR COUNSEL FOR, NOR RELATED TO NOR EMPLOYED BY ANY OF THE PARTIES CONNECTED TO THE ACTION, NOR AM I FINANCIALLY INTERESTED IN THE ACTION.

WITNESS MY HAND AT COLUMBIA, SOUTH CAROLINA, THIS 19TH DAY OF JUNE, 2006.

Skylet A Morris

SKYLET A. MORRIS
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires June 22, 2014

STATE OF SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
CASE NUMBER - 0220142

CHRISTOPHER PRICE, CLAIMANT, VS. PEACHTREE ELECTRIC/ BOB WIRE, EMPLOYER, BUILDERS MUTUAL, CARRIER, DEFENDANTS.	FULL COMMISSION HEARING BEFORE PANEL B COMMISSIONER BASS COMMISSIONER BARDEN COMMISSIONER LYNDON

COPY

WORKERS' COMPENSATION FULL COMMISSION HEARING TAKEN BEFORE SARA L. QUATTLEBAUM, A NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 3:59 PM ON TUESDAY, NOVEMBER 21, 2006, WORKERS' COMPENSATION COMMISSION, 1612 MARION STREET, COLUMBIA, SOUTH CAROLINA.

QUATTLEBAUM COURT REPORTING
100 OLD CHEROKEE ROAD, PMB 148
LEXINGTON, SC 29072
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COURT REPORTER: Today's date is November 21, 2006. This is South Carolina Workers' Compensation Case No. 0220142.

This is the case of Christopher Price,, Claimant, versus Peachtree Electric/Bob Wire, Employer, and Builders Mutual Insurance.

The Appellant is the Defendant represented by Attorney Richard Detwiler. The respondent is represented by Attorney Andrew Smith.

Each side is allowed ten minutes for oral argument and Appellant three minutes in reply. You are requested to argue the grounds of exception and stay within the record.

COMMISSIONER BASS: Mr. Detwiler.

MR. DETWILER: May it please this Commission, if I may I would like to focus the three of you on one bit of testimony and then pull back and try to explain where we are.

The Claimant testified in a deposition that I wasn't involved in in a third-party case as follows: "I was pulling on the wire, felt something in my back go and I fell to the ground from the pain."

Now, that was an incident he described that happened after our admitted accident that happened with Peachtree, while he was actually working for a

subsequent employer, Bob Wire Electric, Andy's Client.

This incident took place after he had been on temporary total disability benefits for quite some time and actually had some back surgery, a vasectomy, with Dr. Mills and had been released to full duty work. In fact, he did go back to work. He went back to work for Bob Wire.

Then in November of 2003, keep in mind, if I may back up, in August of 2003 he was released full duty to go back to work full duty by Dr. Mills.

In November of '03 he's working for Bob Wire and he described this incident. But he didn't tell us about it. He just went back to Dr. Mills and said, my back started hurting again.

And that's very important. He didn't tell us anything about the subsequent accident or this employment.

So he goes back and nobody knows what's going on. He reports to Dr. Mills that his back is hurting again -

COMMISSIONER BASS: Mr. Detwiler, what's the date of the original injury?

MR. DETWILER: The date of the original injury was December 9, 2002 with Peachtree.

COMMISSIONER BASS: Finding of Fact 5 has

November 9. Is that a mistake?

MR. DETWILER: I believe that is a mistake, Your Honor.

COMMISSIONER BASS: Okay. Go ahead.

MR. DETWILER: And we can double check that, but I believe - I'm fairly certain it was December 9th.

So at any rate he's released - he gets surgery, he's released. He goes back to work. He's working for a subsequent employer, he has this incident that took place. Now, I would submit, knowing each of you as well as I do, as many years as I practiced before you, that each one of you 100 times out of 100 would find that particular incident to be a compensable accident if it were before you.

But that was not the believe. What happened was he didn't tell us, Peachtree, about the subsequent accident. He went back to Dr. Mills. We thought it was just a natural extension of what had been going on from the previous accident. We gave him treatment, put him back on temporary total disability benefits. He has a subsequent surgery with Dr. Mills. And then only when we got wind of this deposition testimony that took place in February of 2005 did we file or even know of anything about Bob Wire Electric.

We immediately filed a motion to add Bob Wire

Electric as a party to this case and file a stop pay application.

I don't know of any other mechanism to do it procedurally. Maybe you can point me to some rule or regulation. I don't know of any other way to do it.

As soon as we found out, we bring them into the case, file a 21 and say, listen, this guy reached maximum medical improvement, as we all knew, back in August of '03. We've been paying under false pretenses, and this ought to be Bob Wire Electrical's problem. And Bob Wire Electrical, by the way, has coverage with the Home Builders Association. So it isn't like Mr. Price would be out of any kind of benefits.

Mr. Price didn't file a claim against Bob Wire, we did. And procedurally we are in no-man's land. I will admit, I don't know of a good mechanism to do it, and I think that's what Commissioner Huffstetler really got hung up on.

COMMISSIONER LYNDON: How can you do that?

MR. DETWILER: Pardon?

COMMISSIONER LYNDON: The Claimant never filed a claim against them, right?

MR. DETWILER: That's right. But this court, this Commission sits in equity, and I see no reason

why you can't, in good conscious and equity, find the employer who should be responsible for the claim responsible. But you have to know about it.

COMMISSIONER LYNDON: But there was no testimony on it, only that one statement in a deposition that that was -

MR. DETWILER: Oh, no. It goes well beyond that. Then I deposed him again, and he testified further. He described very explicitly this same bit of testimony. And all this is in the record. This would be in the August 30, '05 deposition.

This is what he said. He said that Brad, his supervisor or the lead guy he was working with, was on the other side of the wall. He said, "And I let out a moan, I guess, and I fell to my knees. And he came around the corner and seen it."

That's on Page 51 of that deposition transcript. "I told Brad that I had just had a severe pain in my back, crippling pain in my back." I asked him a question and, "Yes, I was pulling the wire when it happened."

QUESTION: And you felt immediate onset of pain?

ANSWER: Right.

That's on Page 52. He also goes on to, on that same page, in that testimony to say, "I know Brad told

Bob." And Bob is the owner of Bob Wire. "I know Brad told Bob about the injury because he told me he had."

Now, again, Brad, I would submit, was the closest thing this guy had to a supervisor at Bob Wire Electric.

This is also supported, Commissioner Lyndon, by the APAs, the medical records. If you look at Dr. Mills' Records, he was released in August, as I mentioned. And then he went back to see Dr. Mills right after this happened. And you will see two medical records where he is back to Dr. Mills for the first time since August and he has a bad pain in his back again.

COMMISSIONER LYNDON: I was just looking at Finding of Fact No. 20, Dr. Mills would find a 20 percent impairment to the back. And it goes on to say, "this appears to be all one process."

Does that mean it all goes back to the original date of injury?

MR. DETWILER: That's what the Commissioner found. And it is our position that that is not the case. The Commissioner completely ignored the Claimant's own testimony in that finding.

I don't see how you can ignore the testimony of the Claimant when he describes a completely separate

and distinct accident and then immediately goes to the doctor seeking medical attention. How can you ignore that and say that nothing else happened, nothing unusual happened?

If that alone, and this is my question I posed to you earlier, if that incident alone, forget procedurally where we were at that time, but if that incident alone had come before any one of you you would have found it to be a compensable accident and injury and you would have found Bob Wire and Bob Wire's Carrier to have been the responsible party.

COMMISSIONER BASS: Mr. Detwiler, I'm having a hard time finding the record just before - or the record in August. August of what year?

MR. DETWILER: That would have been August of 2003.

COMMISSIONER BASS: 2003.

MR. DETWILER: Yes, sir. I believe you will find a July of 2003 report from Dr. Mills where he found him at MMI, and then a subsequent August report that indicates that he was released to work full-duty status.

And I will help you find that.

COMMISSIONER BASS: Well, see, that's the reason - what I've got in here, the APAs, they go from March

of '03 to, it looks like '05. I can't find August, '03 for some reason.

MR. DETWILER: You should have it. Our APAs, Commissioner, we submitted in Pages 6 through 47 the records of Coastal from January of '03 through March of '06. I think on our notice we actually said '03, but it's '06. And I'll give you an APA page reference in just a half a second.

COMMISSIONER LYNDON: Mr. Chairman, while you're looking, is it a fact that he never reported an accident while he was at Bob Wire; is that right?

MR. DETWILER: Well, and that's an interesting thing, too. He says in his deposition that he did tell Brad, who was his lead guy that he worked with, that he did tell Brad. And that he knows Brad told the owner because Brad told him he told the owner.

And so he did know about it. And significantly the Commissioner found that this claim was barred by the Statute of Limitations. We filed the motion to add Bob Wire. Bob Wire was added by Commissioner Barden, as a matter of fact by a transmittal order within two years after the accident, and certainly immediately after we found out about it.

COMMISSIONER LYNDON: And then it's addressed also, and I understand how confusing this is because

after her order, it says 14, that makes him - according to the hearing it establishes an accident.

MR. DETWILER: And I would concede that. I would concede that it is still up to me to prove that there was a subsequent accident and that Bob Wire is responsible. I don't think the fact that they were added as a party makes them responsible for anything. It just makes them a party to the case.

COMMISSIONER LYNDON: Mr. Chairman, what about the Claimant has not filed a claim against Bob Wire, and then he goes on to say this is a moot point because he brings no claim against them?

MR. DETWILER: Again, we're bringing this claim on his behalf. We've had to pay, Commissioner, if I may finish, we have had to pay an enormous amount of benefits to this man because we didn't know that he had been injured in the subsequent injury. There is no reason in the world why this Commission can't find that Bob Wire Electric is responsible for everything that happened after he reached maximum medical improvement per Dr. Mills in August of 2003 and was released to go back to work.

COMMISSIONER LYNDON: Is there another route we didn't look at in that respect that we could look to be reviewed?

MR. DETWILER: Is there another route procedurally?

COMMISSIONER LYNDON: Yeah, procedurally.

COMMISSIONER BASS: Well, isn't this kind of like in Circuit Court when you, as a Defendant, believe that there is a third party who may be responsible for all or part of what they may be liable for, and they just basically - I don't know what the word is, I guess added.

MR. DETWILER: It is. It's essentially -

COMMISSIONER BASS: Implead, interplead, something.

MR. DETWILER: When we implead them, it's a third-party claim. It's not the third-party claim we think about in Workers' Comp because there we're talking about a subrogation action. But it's essentially - you're right, Your Honor, it is essentially a third-party action. So, for instance, if you sued me for a contract or for anything, and I said, well, if I'm responsible it was really because of Andy. I can bring Andy in as a third party in that suit. And that's exactly what we've done here. That's exactly what we've done here.

COMMISSIONER BASS: And the Claimant in those instances doesn't have to file a second claim against

them. The second defendants would be liable if the proof was there.

MR. DETWILER: And the second defendant - that's right. And the first defendant would be, at that point, denoted the third-party plaintiffs and they would be the third-party defendant in that instance.

COMMISSIONER BASS: Right.

MR. DETWILER: So there is clearly a mechanism under the law to do that. There is certainly a mechanism in equity to do that. There is not a particular regulatory mechanism in this Commission that I can point you to, but there is no reason in the world why you can't do it.

Thank you.

MR. SMITH: May it please the Commission, obviously I represent Bob Wire. The Claimant had never filed a claim against Bob Wire, they filed against Peachtree Electrical. Thereafter Peachtree brought us in.

I think it's important to note the mechanism of injury at Peachtree Electrical. On December 9, 2002 the Claimant was working underneath a crawl space at a restaurant when he crashed through a hole and injured his spine. There was - obviously, a third-party suit has been settled in regard to that injury, a large

third-party suit.

Now, Dr. Mills was the Claimant's treating physician as a result of the Peachtree incident. And Dr. Mills diagnosed the Claimant as having back pain and radiculopathy down both lower extremities. Dr. Mills did perform surgery in April of 2003 and subsequently released Claimant to maximum medical improvement on July 7, 2003.

What I would submit is I'm completely relying on the Claimant's testimony. The Claimant testified he continued to have severe back pain when Dr. Mills released him. If we look at the hearing transcript, which is cited on Page 5 of my brief, when the question was posed to him - okay, sorry, it starts on Page 4 and goes into 5.

QUESTION: But isn't it true that ever since Dr. Mills released you in August 2003 everything was aggravating your back; getting out of bed in the morning, taking showers, sitting, standing, all those, any household activities was aggravating your back; is that correct?

ANSWER: That's correct. I was told the current pain would be something I would have every day. It didn't matter whether I did something or whether I didn't, I was still going to be in pain.

Now, he also testified that he didn't think he was going to be able to return to work full duty. And he wasn't able to return to work.

A question is posed, it's still on Page 5, "Would you dispute the fact that his records indicate one month prior to being released at maximum medical improvement that you had severe lower back pain?"

"Yes, I was still having pain in my back even though he released me to go back to work, yes."

QUESTION: And the fact at the time he said that you were at maximum medical improvement. You didn't believe you were ready to return back to work and you were still having back pain; isn't that true?

ANSWER: Yes, that is true.

Further, when the Claimant was released he was under the impression from Dr. Mills that he was going to have to undergo a second surgery - a possible second surgery as a result of the December 9, 2002 injury, which he testified to, as well.

When the Claimant attempted to return back to Peachtree Electrical Services he testified, "they didn't want me back." So then he had to find some other source of income.

In October of 2003 he had obtained part-time employment with Bob Wire Electrical. He was only

working 15 hours per week as to Claimant's Counsel's indication that that wouldn't affect the claim one way or the other. Certainly a comp rate of 15 hours a week as opposed to full-time employment at Peachtree would certainly affect the award.

So he's only working 15 hours a week at Peachtree Electrical (sic), and he testified he was unable to return back to work full duty. That's the only reason why he was working part time.

The most important question posed to the Claimant was, I asked him if he ever felt like he was ever injured at Bob Wire. And he testified that he thought he was having pains in his back due to his prior injury at Peachtree Electrical. And he did not believe he had injured himself at Bob Wire. And that's on Page 6.

COMMISSIONER BASS: Excuse me. Mr. Detwiler makes a good point, I think. Let's assume that the problem that the Claimant had prior to the pulling the wire incident at Bob Wire was not a compensable accident but he just had some back problems. And let's assume that in the course of working at Bob Wire he pulled the wires and he suffered a sudden sharp unbearable pain. He started having problems going down his legs again. Mr. Detwiler says that any of

the three of us would find that a compensable aggravation of a preexisting condition. Isn't that what we have in this particular instance, comp rate aside?

MR. SMITH: I believe you would find - the Claimant testified that he felt like he wasn't able to return to work. He didn't return to work full duty. He only returned to work part time because he said he was still hurting. He testified to Bob Wire that he was still hurting. This - this deposition was after all these other depositions that Claimant's Counsel has cited. And he said he had not injured himself. So if he's pulling, and it was literally three wires through conduit, that it would be a flare-up of when he fell through a pothole underneath a restaurant while working for Peachtree Electrical as opposed to pulling three wires.

And his - by his own testimony -

QUESTION: You attribute all of your back pain that you were having at that point in time back to the accident at Peachtree Electrical; do you not?

ANSWER: Right, yes.

QUESTION: And you agree you did not injure your back at Bob Wire Electrical; do you not?

ANSWER: I had - I believe that it was from the

original at Peachtree Electrical why I was having pains now, yes.

QUESTION: And you don't believe pulling that light conduit at Bob Wire Electrical had anything to do with your current pain, do you?

"Well, at that time I didn't think so." And he says no.

Does that answer your question, Your Honor?

In essence, I don't think he should have ever been released. I think he was still continuing to have back pain as he testified to. He was forthright and honest. I mean, he could have gone against both employers if he wanted to. You know, he could have - obviously I injured myself over here, still get his third-party claim and then hurt over there. But he just said, I didn't injure myself at Bob Wire Electrical, by the Claimant's own testimony.

COMMISSIONER BASS: Well, again, I think Mr. Detwiler makes a good point. It would certainly be contrary to his economic interest to claim that he suffered another injury at Bob Wire. That wouldn't have done him much good money-wise.

MR. SMITH: To get the larger third-party suit? I would agree.

COMMISSIONER BASS: No, to get the smaller

earnings.

MR. SMITH: Yeah.

COMMISSIONER BASS: To leave things the way they are, that way he would get a higher comp rate.

MR. SMITH: and I can't speculate as to what he was thinking. I can only say what he testified to under oath.

COMMISSIONER BASS: I understand.

MR. SMITH: And that's what he testified to under oath is he did not injure something at Bob Wire Electrical.

And he also - this was a real injury, and as the Claimant's Counsel alleges, they didn't have time to work this up, etcetera, etcetera. Where is there any medical evidence from any physician indicating that he sustained an aggravation, exacerbation of his preexisting condition? If this really was an issue, why didn't Claimant's Counsel go to Dr. Mills and say, did you aggravate, accelerate or exacerbate your preexisting condition while working at Peachtree Electrical if this was such a clear cut issue? Or did he not want to hear that question?

COMMISSIONER BASS: Well, that's a good point. Is there any doctor who addressed it one way or the other?

MR. SMITH: I believe Commissioner Lyndon did cite where Dr. Mills said this is an ongoing process. And as Defense Counsel, I wanted to depose Dr. Mills because I would want to hear what he has to say.

COMMISSIONER BASS: Well, let me ask it a different way. Is there any doctor who specifically said the problems that he had after pulling the wire was not because of the wire, but was because of the original accident in 2002? In other words, specifically addressing the issue involving that?

MR. SMITH: No. No. And obviously, as Defense, if he was going to try to establish a claim, the Claimant's attorney wasn't going after us. The Claimant wasn't going after us. The Defense attorney certainly would want to establish a claim, since the Claimant, by his own testimony, said it didn't happen. Why not go ask the doctor, unless you don't want to hear the response. That would be our position on that issue, Your Honor.

COMMISSIONER LYNDON: Mr. Chairman, is the - I'm looking at Mr. Detwiler's exception. In this case is Finding of Fact 9 and 10, are those Findings of Fact - 9 deals with the Statute of Limitations as far as filing a claim. 42-15-40 and 42-15-20 is the fact that that was a finding of fact a legal error?

MR. SMITH: No, I don't believe it was. We cited case law back in 2000 which is the equivalent of a civil proceeding of him pleading someone.

And it essentially said that. In this instance it wasn't filed within two years. They missed it by five months by bringing us in. From the date of the accident there is a five-month lapse. So they missed the Statute of Limitations. And not only have they missed the Statute of Limitations but they missed notice. Claimant's Counsel cited a lot of hearsay. The Claimant told Brad. Brad must have told the supervisor. Why didn't Brad come and testify on behalf of the Defendant or the Claimant? The only person that came to show up to testify was Bob Wire Electrical's owner. And he said he didn't even know the guy was injured. There isn't any evidence in the record to support a finding otherwise.

We certainly can't take hearsay from a deposition and turn that into evidence.

COMMISSIONER LYNDON: All right.

MR. SMITH: And Your Honor, I would also like to add - I decided to let the jurisdiction concur with our position that the Statute of Limitations also bars this claim. When we're looking at the Statute of Limitations' argument, Your Honor, that would be - I

believe you're looking for it right now. That would be starting on Page 13.

COMMISSIONER BASS: Was that finding appealed by either party?

MR. SMITH: No, it was not.

COMMISSIONER BASS: And Durant says he does not have a dog in the fight?

MR. SMITH: I mean, if it's not appealed, then it's really not before this Commission for an issue. And you have to rely on the Claimant's testimony. I'm sorry, Your Honor, I didn't hear the time going off.

I'm finished. In closing we would respectfully request that the hearing Commissioner's Finding of Facts and conclusions of law be affirmed in its entirety. Thank you very much.

MR. DETWILER: Your Honors, I don't understand the notice issue or the Statute of Limitations issue. I can certainly understand the questions that are imposed to me about how we got here in the first place and procedural issues. But we filed, and Bob Wire Electric was added within two years after this incident took place. So that's not an issue.

And we did appeal that. We did, I believe, find that as an exception - or stated that as an exception in our appeal as it relates to us and our claim being

barred.

And the notice, well, you know Brad Aroota (phonetic), or whatever the guy's name was, was Mr. Price's supervisory employee.

COMMISSIONER BASS: I'm sorry.

MR. DETWILER: Brad Aroota was Mr. Price's supervisory employee. And he could testify all day long what Brad said. That's not hearsay, or it's an exception to hearsay. I can't remember which it is.

But at any rate I do want to make it clear that there is ample medical evidence to support our position in this case.

And, Your Honor, while Andy was talking, I did find the references you were asking for awhile ago. In the Defendant's APAs Page 22 is the final release from Dr. Mills following the first injury with my client. He is rated on August 8, 2003. And there is another page to that on Page 23 of the APAs where it shows he's released to full-duty work as of 8/11/03.

And then the next medical record you see is right after this incident with Peachtree - I'm sorry, I mean Bob Wire. So there was no medical evidence of any issues. He was released. He was released to full-duty work in August. Then all of a sudden he has an incident with Bob Wire, and low and behold within days

he's back to Dr. Mills with back problems and new radicular symptoms.

That's clearly a new injury, and I don't think I heard an adequate response to your question about why this isn't a new injury if, in fact, the prior back problems were not compensable, they just were back problems and he was working, albeit part time, whatever the evidence shows. He was working for Bob Wire, he has this incident pulling wires. He has pain - an immediate onset of pain, his words, so bad that he fell to his knees and cried out in pain. He moaned so loud his supervisor came around the corner to find out what was wrong with him. How as that not an accident?

Thank you.

COMMISSIONER BASS: Thank you both. That concludes the hearing. Thank you very much.

(The hearing concluded at 4:27 PM.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CERTIFICATE

BE IT KNOWN THAT I TOOK THE FOREGOING WORKERS' COMPENSATION HEARING;

THAT I WAS THEN AND THERE A NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA-AT-LARGE;

THE FOREGOING TRANSCRIPT REPRESENTS A TRUE, ACCURATE AND COMPLETE TRANSCRIPTION OF THE TESTIMONY SO GIVEN AT THE TIME AND PLACE AFORESAID TO THE BEST OF MY SKILL AND ABILITY;

THAT I AM NOT RELATED TO NOR AN EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

WITNESS MY HAND AND SEAL THIS 25TH DAY OF MARCH, 2008.

Sara L Quattlebaum

SARA L. QUATTLEBAUM
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES JULY 12, 2012

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 0220142

COPY

Christopher Price,

Employee/Claimant,

v.

Peachtree Electrical Service,

Employer,

and

Builders Mutual Insurance,

Carrier/Defendants.

APPEALS HEARING

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Tuesday, October 28, 2008
10:11 a.m. - 10:39 a.m.

The hearing before Commissioners G. Bryan Lyndon, Andrea C. Roche and Derrick Williams was taken at the Workers' Compensation Commission, 1612 Marion Street, Columbia, South Carolina on the 28th day of October, 2008 before Suzanne R. Bryant, Court Reporter and Notary Public in and for the State of South Carolina.

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EXHIBITS

(There were no exhibits marked during the hearing.)

COURT REPORTER: Today is October 28, 2008. This is South Carolina Workers' Compensation case number 0220142. This is the case of Christopher Price, Claimant, versus Peachtree Electrical Services, Employer, and Builders Mutual Insurance, Carrier. The appellant is the defendant, represented by ... excuse me ... the defendant, Kirsten Barr. The respondent is represented by Richard Detwiler. Each side is allowed ten minutes for oral argument and three minutes in reply. You are requested to argue the grounds of exception and stay within the record.

COMMISSIONER LYNDON: Ms. Barr, you are recognized.

ORAL ARGUMENT - MS. BARR:

MS. BARR: Thank you, may it please the panel. I'm here today on behalf of Bob Wire Electric and the South Carolina Homebuilders Self-Insured Fund. As you all well know, the Commission was created by statute by the General Assembly for purposes of administering streamlined claims by employees against their employers for workplace injuries. It replaced that traditional tort system and made claims easy. Everything that comes before you should be, at least in theory,

be straightforward. Unfortunately the claim here today is not. Of course, also as a creature of statute, the Commission can only exercise such authority as granted to them by the General Assembly and found in the Workers' Compensation Act. In only one circumstance has the General Assembly authorized the Commission to consider a claim by an employer against a third party, and that's found in 42-1-560, entitled Rights and Remedies Against a Third-Party. The Act does not, however, authorize the Commission to entertain claims by one employer against another employer or to apportion the benefits between them. That was recently affirmed by the Supreme Court in the case of Geathers v. 3D, Inc. Instead, in each and every claim by an employee against his employer, the defenses and the rights and remedies must rise and fall on their own merits. If the employer happens to pay benefits, which were not due and payable, they have the right under 42-9-210 to recoup that overpayment with a credit. Furthermore, if the employee's injuries were caused by the acts of a third-party and there is a third-party

recovery by a judgment or settlement, then the employer can attach to the full extent of the benefits they have paid the proceeds of that third-party settlement. In the present case, the claimant was injured on December 9, 2002, while working for Peachtree, and he therefore filed claim number 0220142 against Peachtree. Peachtree voluntarily accepted liability and voluntarily paid all and medical and compensation benefits requested by the claimant through July 5, 2006, without the necessity of a hearing or an order or any other legal compulsion. However, after voluntarily accepting liability, Peachtree sought to defend claim 0220142 by alleging the subsequent intervening accident and sought to have Bob Wire added as a party to the hearing on their Stop Payment Application which was heard by Commissioner Huffstetler in July of 2006. It was not a claim by the claimant. The claimant in fact ... the claimant in fact requested no relief against Bob Wire, alleged no injury while in the employment of Bob Wire. Instead that claim was made solely by Peachtree. In fact, the claimant was working only part-time

for Bob Wire after he had been fired by Peachtree because of the ongoing pain and limitations he had from his December 9, 2002 accident. Now, in conjunction with Peachtree's new defense in adding us as a party, there was an order dated July 5, 2006, whereby Commissioner Huffstetler denied that defense and found that there was no subsequent intervening accident breaking the chain of causation and found that Peachtree was not only liable for all the medical and compensation benefits up through July 5, '06, but also awarded 35 percent to the fact as a result of the December 2002 order. Significantly, the claimant did not appeal Commissioner Huffstetler's order. In fact, it was by taking that position that there was no subsequent intervening accident that the claimant was able to negotiate a settlement in his third-party claim of over a half a million dollars, $540,000 to be exact in the third-party claim for the December 2002 accident. And at that point, after Commissioner Huffstetler's order and after that half million dollar third-party recovery, the claimant and Peachtree negotiated

a settlement whereby Peachtree relinquished any right to claimant overpayment against the claimant, any right to defend his claim for benefit, the Peachtree ... Peachtree waived any right to defend crisis claim for benefit during the period of subsequent intervening accident, and also relinquished it's $196,000 lien against that $540,000 third-party settlement in exchange for a clincher agreement and $50,000. However, despite the fact that the claimant no longer a dog in that race and was no longer making any assertions against Peachtree and there was no problem between Peachtree and the claimant, Peachtree did appeal to the appellant panel seeking reimbursement from Bob Wire under this theory of a subsequent intervening accident. It appears from the record that Peachtree did not notify the Commission that the '02 claim had actually been clinchered with the claimant, nor did they inform Bob Wire that they had done so. Now, the Full Commission in the last hearing did find that there should be a remand hearing. They said that there was an accident on November 2, 2003, despite the fact that the claimant, based on his own employment

records, was not working for Bob Wire on November 3, 2003, but in any event they found that there was an accident. It made no finding as to whether or not any of the medical or compensation benefits paid by Peachtree voluntarily after that date had any causal relation to that November of 2003 accident. It had been so crystal clear as Peachtree would now infer, then there would have been no need for remand here. So the remand order we have says specifically, it was remanded to a hearing commissioner, quote, determination of average weekly wage and benefits, etcetera, and a portion of benefits paid and to be paid. Now, on the face of that order it would seem that benefits paid or to be paid would imply benefits paid or to be paid to the claimant, because that's the only mechanism we have of payment of benefits that are Workers' Compensation. Instead, when we got to Commissioner Huffstetler ... excuse me, Commission Funderburk on remand, there was no evidentiary hearing. There were APA submissions that you have in the record but there's no testimony and certainly no medical

proof by Peachtree that any of the medical benefits paid after November 2003 were the sole cause of ... were causally related to the November accident as opposed to the ongoing complaints he had and need for medical treatment, which the claimant understood would be lifetime medical treatment after December of 2002 claim. Now, instead of making any findings of fact under these theories of equitable indemnity or equitable and subrogation, Commissioner Huffstetler just summarily concluded that, hey, the 419 shows a payment of $196,000, so what, they got $50,000 back and their net liability is only $146,000. Instead, Commissioner Huffstetler ... or excuse me, Commissioner Funderburk ordered Bob Wire to reimburse Peachtree in the amount of, get this exact for you, $156,000. So what we have in essence is a summary conclusion which produces a windfall to Peachtree. An accident for which they voluntarily accepted liability and paid benefits, they're actually going to profit $13,000 under Commissioner Funderburk's order. Unfortunately it's wrought with error. Not only is it a summary order that doesn't contain

the appropriate findings of fact or conclusions of law, but it doesn't even comport with the remand instructions. Which, number one, were to include a finding of average weekly wage and compensation. This is very important. Should the Commission find that it has jurisdiction to entertain equitable claims, which we would contend the Commission does not have such authority and that is something that should be raised and must be raised in each and every stage of this proceeding, including on appeal, whether or not the Commission has the power to create new rights and remedies under equitable theories between employers.

COMMISSIONER WILLIAMS: Mr. Chairman, may I say, who would have jurisdiction over the claim if it arises from a workers' compensation accident? Do they file a claim over in Circuit Court? Who has jurisdiction of it?

MS. BARR: Well, it doesn't ... the claim that Peachtree has made against Bob Wire does not arise out of an accident. It arises under equity. In fact, they stood before the last panel ...

COMMISSIONER WILLIAMS: Wait, hold on.

MS. BARR: ... in equity.

COMMISSIONER WILLIAMS: Hold on. They paid benefits due to a workers' compensation accident.

MS. BARR: Correct.

COMMISSIONER WILLIAMS: So it does arise out of an accident in terms of medical benefits or any other benefits paid, so ...

MS. BARR: Again ...

COMMISSIONER WILLIAMS: They didn't just pay money to pay money. They paid money from a worker's compensation claim or accident.

MS. BARR: Certainly. There is no such thing as a claim between employers. It doesn't arise under the Act because it's not found in statute.

COMMISSIONER WILLIAMS: How is this any different than a Second Injury Fund ... I'm sorry, then an Uninsured Employers Fund case where they are ordered to pay benefits and then they seek reimbursement from whatever employer who did not have coverage? How is this any different?

MS. BARR: You raise a very important point and there are two very critical sustentions. Number one, in the cases of uninsured employers or in the case of general contractors and their

subcontractors, we actually have a statute which authorizes the Commission to not necessarily apportion liability but recognize that there is a subrogation rights. But then when that subrogation right is there because of a secondary liability either in the case of an uninsured employer or because of an upstream contractor who has created a ... there's a legal fiction that makes him secondarily liable, we recognize that subrogation right, but that subrogation right is enforced in the Circuit Court. So there is a fundamental principle of statutory construction whereby that which is specifically enunciated in the statute, it's necessarily to the exclusion of that which is not enunciated.

COMMISSIONER WILLIAMS: If I can, let me go back to the '03 claim. I believe from reading this record, the only ... there was some issue, the only way it was found out that there was a subsequent accident was I think from a deposition involving some of the third-party claim, is that correct?

MS. BARR: It seems rather a modification. Mr. Detwiler actually put his billing records in

evidence and he not only had benefit of the medical records which make no mention of intervening accident but also deposed the claimant why he relies on someone else's deposition than the claimant to support this claim I don't know. But his ire led to accept benefits voluntarily shouldn't be directed at Bob Wire. No claim is made against us.

COMMISSIONER LYNDON: Go ahead, finish your thought.

MS. BARR: That ire should have been directed by the claimant. In fact, this was an unusual situation not only where they could have recouped an overpayment by going and getting a credit against the award, but they also had a statutory right to full reimbursement out of that $540,000 settlement. Instead they gave up, relinquished their rights under the statute and tried to create this new fictional equitable relief for which I don't think the facts even bear out to support those claims.

COMMISSIONER WILLIAMS: Before you sit down, I know there's another question. In a greater scheme, in a greater sense, isn't this what Geathers is all about, is making sure that good or bad, right or wrong, we got the right employer and

carrier paying for claims? If someone is subsequently injured or aggravates some preexisting injury, that the right employer in theory is paying for that claim?

MS. BARR: Paying for the claim, the paying of the claimant, and that's what Geathers was. In Geathers, we represented the first employer and we went to a hearing saying we ... it's time for us to settle up, we owe some permanency for the first accident, but that was occurred after this intervening accident, which was not only something that was, you know, it's wasn't our allegation, it was something that was borne out in the medical testimony and the medical records, and in fact was a claim made by the claimant against the subsequent employer. So that's a critical distinction, but also there was no ... we didn't request reimbursement from the subsequent employer, we had a claim with the claimant and they had a claim with the claimant. We paid our share to the claimant; they paid their share to the claimant. Here the claimant wasn't looking for benefits from Bob Wire. Here the claimant wasn't overturning Huffstetler's decision that there was no

intervening accident. Not even the claimant argues that that full 35 percent to the back was related to Peachtree. They simply, they settled amongst themselves. So this was a huge distinction which has ramifications not only because it's arbitrary in that it has Bob Wire paying out a claim at a rate three times higher than the stipulated compensation rate that they alleged a pre-accident that's found in Commissioner Huffstetler's order, it has been paying temporary total reimbursing indemnity benefits to Peachtree for a period that was almost a year greater than they were actually liable for. They were given a credit back to May 5, 2005.

COMMISSIONER LYNDON: I think your time has run. This is kind of novel now. If you could wind down. Commissioner Roche had a question.

COMMISSIONER ROCHE: The fact that there was a new injury on November 3rd, we're not here on that anymore, right? Is that ...

MS. BARR: No, on January 2008 they filed a claim for the November 3 accident.

COMMISSIONER ROCHE: So the way to fix ideally for y'all is to I guess to vacate this order, send

it back to determine what the Full Commission remand was, average weekly wage and what benefits are due, and then it would be y'all's position that at that point the other employer, if they wanted money from y'all, they need to go to Circuit Court to get it?

MS. BARR: They could try. But, yeah, the '03 claim needs to rise and fall on its own merits. I mean, both because that's the way the system contemplates things. That's the reality we're dealing with right now with that '03 claim, it has to do with Second Injury Fund reimbursement. We're not going to get reimbursed ...

COMMISSIONER ROCHE: I mean, I understand y'all are not going to play the claimant. if you're found liable in the '03 claim for TTD from the date of the injury forward and all the medicals forward and somebody else has already paid it.

COMMISSIONER LYNDON: You don't pay it twice.

COMMISSIONER ROCHE: I guess you could pay it again and he would just double recover, but I'm sure y'all don't want to do that.

MS. BARR: Well, no, theoretically and that technically the law is that he could get that

double recovery, we could pay because ...

COMMISSIONER ROCHE: And under the law that's all you're required to do.

MS. BARR: That's all we're required to do. And to the extent that Peachtree did not keep the claimant in the claim or try to combine an '03 claim with an '02 claim, they voluntarily relinquished their right to that reimbursement either from a third-party or from the claimant himself. That claim is clinchered. So if Peachtree overpaid and relinquished that defense and it was defense against the claimant's claim for benefits in the '02 claim. They relinquished that defense. If they overpaid, that was their right. It has nothing to do with Bob Wire.

COMMISSIONER ROCHE: It would be Bon Wire's position that they owe what they owe on the '03 claim period.

MS. BARR: Period. Thank you.

COMMISSIONER LYNDON: All right. Mr. Detwiler.

ORAL ARGUMENT - MR. DETWILER:

MR. DETWILER: Thank you, Commissioner. May it please the Commission. Id' like to address what this case is not about. This case is not

about whether the claimant suffered a new subsequent injury in November of 2003, that was already decided by this Full Commission Panel. This case is not about whether Bob Wire should be or can be ordered to reimburse Peachtree. That's what the last appeal was about. There was no appeal from that order perfected by Bob Wire. That is the law of this case and that is ... we cannot go back and revisit that at this point. This case is not about revisiting this Commission's prior order. This Commission ordered a remand to determine what the apportionment of benefits. You've got to remember what that appeal was about and Ms. Barr was not involved in that, so I'll forgive her for not grasping what that appeal was about at that time. But that appeal was about the dispute between Bob Wire and Peachtree. And it was decided in favor of Peachtree by this panel, and that appeal ... there was no appeal perfected and taken from that order. So that's where we are at this point. What this case is about is whether there is substantial evidence to support Commissioner Funderburk's order. Now, keep in mind that the '03 and the '02

claim were for the first time bifurcated by Commissioner Funderburk by the agreement of counsel. One of Ms. Barr's partners was involved at that time and it was agreed that the '02 and the '03 claims needed to be bifurcated, that is something that should have been done when the Full Commission ordered that Peachtree was entitled to reimbursement. It wasn't done, so we've gotten that housekeeping straight. The order that Commissioner Funderburk issued was to, an order to reimburse Peachtree and it was supported by uncontroverted evidence. The evidence about how much Peachtree had paid after the November '03 accident with Bob Wire was uncontroverted. It was put in without objection. There's a list, there's a printout of everything, every provider that was paid with a dollar amount to the penny, uncontroverted. There was no evidence presented by Bob Wire that suggested that that was anything other than accurate information. Commissioner Funderburk's order came from that evidence. Ms. Barr has now raised issues in her brief, and she touched on briefly in her oral arguments for the first

time in this case. For the first time there's a notion that this Commission does not have jurisdiction to hear equitable matters. Aside from the fact that that is frivolous on its face, this case .. the Commission hears equitable defenses, equitable claims all the time and has for since its inception. That is an issue that was never raised until this stage, until this brief was written. That is not an issue that was raised before Commissioner Funderburk. It was not an issue that was raised in the last go-round before this panel. The Hoffman v. S&K case is directly on point. That case is cited in our brief at page seven and eight, 281 SC 336, Court of Appeals, 1984. Directly on point. And that, and I think that quotes from another case, a Supreme Court case, involving Nicks. I don't have that cite handy. Another issue is, raised for the first time is that Peachtree should not have voluntarily paid what it paid. Well, Ms. Barr didn't answer your question, Commissioner Williams. Ms. Barr didn't answer the question of how it is that we found out about this in the first place. She wants to

blame me for not asking the right question. What is not suggested is the claimant didn't give me the appropriate answer when I asked the question about subsequent employment, subsequent accidents and so forth. The reality is that we did get a transcript from an action which we were not a party to, it was the third-party action involving how this guy got hurt in the first place, it arose out of the '02 claim. Bob Wire has no claim to that money, by the way. It arose out of the '02 claim while he was working for Peachtree. We got a copy of that transcript and in that transcript he clearly describes for the first time a new accident. But that is irrelevant because that, we've already fought that fight. That is not an issue before this Commission now. A new accident occurred and we found out about it, how we found out about it we can argue about, but it's unimportant. It seems to be very important in the brief, seems to be we spent a lot of time ...

COMMISSIONER ROCHE: I think you're spending too much time talking about it. We know that's not an issue.

MR. DETWILER: I'll move on. Thank you, Commissioner. Another issue raised for the first time ...

COMMISSIONER ROCHE: Mr. Detwiler, if you would address the fact that, is there merit to the argument that y'all are making more money than you paid out on the claim?

MR. DETWILER: I don't think so. I think that we ...

COMMISSIONER ROCHE: Because you would agree that wouldn't be fair obviously.

MR. DETWILER: Well, I think that if you ... if you add apples and you add oranges, I think that that is a possibility in this claim. But I don't think it's fair to do that. You've got to look at these two things separately as this Commission has now determined that it must. We settled our claim for, the 2002 claim for what we settled our claim for. We settled it well and I don't think Bob Wire should be, should benefit from that. The reality is what is Bob Wire required to pay. And I think this goes back to your questions to Ms. Barr a while ago, Commissioner Roche. You were talking about well, you know, they should be required to pay

whatever it is that they should be required to pay. Well, that's our position. Anything related to the '03 claim they're required to pay. And again, that is the reality of prior ... this panel's prior order. Anything that relates to the '03 claim is Bob Wire's. Anything relating to the '02 claim is Peachtree's. So, you know ...

COMMISSIONER ROCHE: What about the argument that they may be paying TTD at an incorrect comp rate? If comp rate wasn't determined by Commissioner Funderburk and he was supposed to do that according to the Full Commission?

MR. DETWILER: You're asking me a question that has to do with the '03 claim. What happened was, Commissioner ...

COMMISSIONER ROCHE: Well, reimbursement to you because of the '03 claim, reimbursement to your client.

MR. DETWILER: But we paid at the higher comp rate, so we should be reimbursed what we had to pay, and then that should be part of this Commission's findings in the '03 claim. If he was overpaid because we and now Bob Wire have paid them an incorrect comp rate, that's

something that can be easily corrected in the '03 claim. I'm not a party to the '03 claim anymore. And Commissioner Funderburk was required to determine the correct comp rate ...

COMMISSIONER LYNDON: The finding of fact says that and it never was done.

MR. DETWILER: Well, it wasn't done because at that point the claims were bifurcated and you ... the '02 claim, the comp rate for the '02 claim was right. The comp rate for the '03 claim needs to be determined and I don't know whether that got determined or not because I didn't go to the '03 hearing. I mean, I didn't have anything to do with the '03 hearing and which I understand now is part of another appeal. But to the extent that we ... that Bob Wire is not required to reimburse us for temporary total disability benefits that were paid at a higher comp rate, that is something between Bob Wire and the claimant and that can be easily fixed by this Commission.

COMMISSIONER LYNDON: Is it my understanding that counsel stated this should be remanded because this order actually doesn't address the remand instruction.

MR. DETWILER: I think it, I think it clearly addresses the remand instructions. It determines the apportionment of the benefits paid between Bob Wire and Peachtree and it bifurcates the '02 and '03 claims. Now, if there is an issue with regard to the comp rate that Commissioner Funderburk didn't get right when they tried the '03 claim, then perhaps that should be remanded. But our case right here is really pretty simple. Our case for the '02 claim is simple. It's just a matter of who has to pay for what. There were a lot of benefits paid to this claimant. Who's responsible for paying them? And clearly the point of all of this, as Commissioner Williams pointed out a while ago, the point of all this is to figure out who the right employer is, who the right carrier is and stick them with the responsibility. We're not trying to shirk the responsibility for what we're responsible for. We're trying to shirk the responsibility for something we're not responsible for. Thank you.

COMMISSIONER LYNDON: Ms. Barr.

REPLY - MS. BARR:

MS. BARR: Thank you. I'd like to address a number of things as quickly as possible. But you'll see from the hearing transcript from the hearing before Commissioner Huffstetler on June 5, 2006, page three, lines 24 and 25. There's a stipulation as to the compensation rate related to the alleged 2003 accident. That compensation rate is $132.56. I can't think of ... we're going to consider claims of equity, why it would be fair for Bob Wire to have its liability discharged at a rate three times higher than if the claimant had actually made a claim against it. Once more, not only is the comp rate grossly overstated, but so too is the claim for temporary total disability compensation. Peachtree is seeking benefits, reimbursement of temporary total disability compensation despite the fact that they were given by law on appeal or the law of the case a credit in the amount of $220,986.62. That's a credit they were given for overpayment of TTD. They relinquished that credit when they settled the claim with the claimant, yet they believe that Bob Wire should reimburse them despite the fact that they waived that very

substantial credit. Now, again, all this business about an intervening accident, that is a defense to the claimant's claim for workers' compensation benefit. And to the extent that Peachtree proved a subsequent intervening accident before the Commission's Appellant Panel the last go-round, it would have been nice to have the claimant sitting at that table so that he could have defended that claim. At that point if the claimant had not been released by a voluntarily settlement, he would have been at the appellant panel order whereby there could be a remand which is what I think the appellant panel envisioned having no knowledge of the clincher agreement, that it would then go back and Peachtree would be responsible for their benefits and Bob Wire would be responsible for their benefits to the claimant. That couldn't be done because they voluntarily gave up the right to make that defense. Now, the fact is very apparent that the remand order of the appellant panel was an interlocutory order. It is not a final order, it does not need to be appealed. Furthermore, there a serious and greatest question about

subject matter jurisdiction. Of course, subject matter jurisdiction can be raised and must be raised at any time. The parties cannot by consent confer jurisdiction on the Commission where the legislature has not seen fit to do so. Furthermore, to the extent that Peachtree claims that this is an equitable claim for equitable indemnity or equitable subrogation, the law makes it very clear. And I'll cite to you Cedar Cove Homeowner's Association v. DePetro, 368 SC 254. It's in my brief at page 15. The review for equitable claims allows a reviewing court to review every finding of fact that supports that claim of equitable relief. So it's certainly within this Commission's purview to do now because an appellate court will certainly have jurisdiction to determine those facts. And if you look at the evidence in the case, we feel that the order on remand is not only is deficient on the comp rate and those issues and overlooking some of the equities in the case as far as the credit, the settlement with the claimant, but also ...

COMMISSIONER LYNDON: Go ahead and finish your

thought.

MS. BARR: But also he cannot prove equitable indemnity or equitable subrogation. Especially considering page 137, which is that clincher agreement, whereby Peachtree acknowledges that it was responsible for any and all medical expenses incurred prior to July 5, 2006. And that includes the sum total of $137,000 in medical benefits for which it now seeks indemnity. It cannot be allowed to speak out of both sides of the mouth and say in one document, hey, this is all related to the '02 claims and then later ask my client to pay it under the theory that it related to a later claim

COMMISSIONER LYNDON: Okay. Thank you. That will conclude this proceeding.

(There being nothing further, the hearing concluded at 10:39 a.m.)

CERTIFICATE

This is to certify that the within hearing consisting of Twenty-Nine (29) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on January 13, 2009.

Suzanne R. Bryant
Court Reporter

Notary Public for South Carolina
My Commission Expires: September 21, 2014

JOINT INDEX OF APA SUBMISSIONS

Christopher Price v. Peachtree Electrical Services
W.C.C. File No.: 0220142
Date of Hearing: April 23, 2008

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CHRISTOPHER PRICE
64214
11/13/2003

SUBJECTIVE: Lower back pain and right leg pain for 2 weeks. No relief with injection.

OBJECTIVE: Well-developed, well-nourished, and in no acute distress. He does have some radiating pain with straight leg raise and McMurray's maneuver on the right.

ASSESSMENT: Low back pain with radicular symptoms.

PLAN: Mobic 7.5 mg. qd, Neurontin 300 mg. bid, Vicodin #40. Will get a CBC and sed rate. Return to office in 2 weeks and if symptoms have not improved will proceed at that time with gadolinium lumbar MRI.

William L. Mills, M.D. /dak
85246

James E. Turek, MD, Referring Dr.

Chart Copy

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
11/24/2003

Mr. Price spoke to Angela on the phone and reports significantly worsening back and leg pain. His blood work was received and CBC and sed rate was within normal limits. The case was discussed with Dr. Mills and he would like to further evaluate with a lumbar MRI with gadolinium. He will be out of work from 11/21/03 until further notice.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
86199

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
01/21/2004

SUBJECTIVE: Mr. Price returns today for review of his lumbar MRI by Dr. Mills. He reports the predominance of axial versus radicular right leg pain in an 80/20 ratio. He is tired of living with his pain and would like to consider surgical intervention.

OBJECTIVE: Well-developed, well-nourished 34-year-old white male in no apparent distress, alert and oriented.

X-ray: Lumbar MRI dated 1/07/04 as reviewed by Dr. Mills reveals disc degeneration at L4-5 and L5-S1. Ligamentum flavum and facet hypertrophy with moderate central canal stenosis at L4-5. Epidural scar formation right L5-S1 from previous surgery.

ASSESSMENT:
1. **Disc degeneration, L4-5, L5-S1.**
2. **Central canal stenosis, L4-5.**

PLAN: The patient feels that his back and right leg pain is significant enough where he would proceed with surgery if recommended. After reviewing his lumbar MRI, Dr. Mills would like to extend conservative treatment by having him receive bilateral L4-5 and L5-S1 facet injections. The patient is still smoking at this time and if, indeed conservative treatment fails, then we would talk about a fusion, he would need to quit smoking. The patient states he will quit smoking today and we will see him for further evaluation after his facet injections. He is to remain out of work. Remeron SolTab refilled today. If he is able to quit smoking for four weeks and he does not get good relief from the facet injections, we may next consider L4-5 and L5-S1 discogram.

C. Todd Beebe, PA-C /dsh
for William L. Mills, M.D.
91586

James E. Turek, MD, Referring Dr.

Chart Copy

CHRISTOPHER PRICE
64214
02/23/2004

SUBJECTIVE: Mr. Price returns and states he had only very minimal relief of his low back and right leg pain after the facet injections by Dr. Mills. His pain has returned to its original level and he continues to have significant low back and right leg pain. He is down to smoking five cigarettes a day.

OBJECTIVE: Well-developed, well-nourished 34-year-old white male in no apparent distress, alert and oriented.

ASSESSMENT: Lumbar discs degenerative L4-5, L5-S1.
Central canal stenosis at L4-5.

PLAN: We will give him 2-3 weeks to quit smoking and the patient states he will begin today. If he is able to put the cigarettes down upon followup in 2-3 weeks, we will schedule at L4-5 and L5-S1 discogram. He was advised to restart Neurontin 300 mg p.o. b.i.d. and he was given Vicodin #40 for pain. He is out of work.

C. Todd Beebe, PA-C /dsh
for William L. Mills, M.D.
94742

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
03/15/2004

SUBJECTIVE: He continues with lower back pain associated with radiating right leg pain. He did quit smoking 1 week ago and I am happy to hear that.

OBJECTIVE: Well developed, well nourished, and in no acute distress.

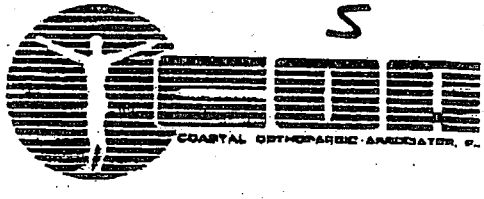
ASSESSMENT: L4-5, L5-S1 spondylosis with spinal stenosis at L4-5.

PLAN: Will set him up for an L3-4 discogram just to be sure. We can help him with a fusion limited to L4-5 and L5-S1. Will put him on Mobic 7.5 mg. daily. Scheduling underway for discography.

William L. Mills, M.D. /dak
96915

James E. Turek, MD, Referring Dr.

Chart Copy



COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

James W. Yates, Jr., M.D
J. Stewart Haskin, Jr., M.D
A. Jay Preslar III, M.D
William L. Mills, M.D
Jeffrey C. Wilkins, M.D
Ross Taylor, M.D
C. Curtis Elliott, M.D

MUSCULOSKELETAL EVALUATION

Patient Name: CHRISTOPHER PRICE
COA #: 64214
Date of Service: 03/31/2004
Date of Birth: 10/23/1969

HISTORY AND PHYSICAL

CHIEF COMPLAINT: Low back and right leg pain.

PRESENT ILLNESS: Mr. Price is a 34-year-old white male with a history of low back and right leg pain dating back to a work-related accident on 12/09/02 where he was standing on a ladder five feet above the ground and he proceeded to misplace his foot. He fell onto the ground onto both feet and had immediate onset of low back pain which began radiating down the right leg. He went on to have a right L5-S1 diskectomy on 4/22/03 and did fairly well for a brief period of time after his diskectomy. He began having significant low back and right leg pain after having had three weeks of Work Hardening. At this time, he describes a constant pain in his low back which radiates down the right leg.

REVIEW OF SYSTEMS: Negative for recent chest pain, shortness of breath, fever, weight loss, bowel or bladder dysfunction.

MEDICAL HISTORY: Noncontributory

SURGICAL HISTORY: Right L5-S1 diskectomy by Dr. Mills 4/22/03.

MEDICATIONS: Vicodin, Neurontin 300 mg p.o. b.i.d., Mobic 7.5 mg p.o. q.d., Remeron SolTab 30 mg p.o. q. h.s.

SOCIAL HISTORY: The patient was able to quit smoking recently and does not drink alcohol and is not working.

ALLERGIES: No known drug allergies.

PHYSICAL EXAMINATION:

6

2376 Cypress Circle, Suite 300 • Conway, South Carolina 29526 843.347.7222 • fax: 843.347.3305

GENERAL: Patient is a well-developed, well-nourished, 34-year-old white male in no apparent distress, alert and oriented.

HEENT: Normocephalic, atraumatic. Extraocular muscles intact. Oropharynx clear.

NECK: Supple without adenopathy.

LUNGS: Clear to auscultation bilaterally.

HEART: Regular rate and rhythm without appreciable murmur.

ABDOMEN: Soft, nontender, normoactive bowel sounds.

VASCULAR: 2+ dorsalis pedis pulses bilaterally.

NEUROLOGIC: Manual motor testing reveals 5/5 strength throughout the left lower extremity and 4/5 strength throughout the right lower extremity to include hip abductors, hip adductors, quadriceps, hamstrings, ankle dorsiflexors and EHLs. 2+ patellar reflexes bilaterally. 2+ ankle jerk reflexes on the left. Absent on the right. Positive seated straight leg raise on the right.

X-RAYS: Lumbar MRI dated 1/07/04 as reviewed by Dr. Mills reveals disc degeneration at L4-5 and L5-S1. Ligamentum flavum and facet hypertrophy with moderate central canal stenosis at L4-5. Epidural scar formation on the right at L5-S1 from previous surgery.

ASSESSMENT: **L4-5, L5-S1 spondylosis with spinal stenosis at L4-5.**

PLAN: Dr. Mills discussed the treatment options with the patient to include continued conservative treatment versus surgical intervention. The patient feels he can no longer live with his low back and right leg pain and would like to consider surgical intervention. Dr. Mills would like to perform an L3-4 discogram and if this is negative he may next recommend instrumented lumbar interbody fusion at L4-5 and L5-S1. He is scheduled for L3-4 discogram at the surgery center on 4/02/04.

7

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
03/31/2004

Mr. Price presents today for preop H&P. He will be having a discogram at L3-4 at the surgery center on 04/02/04. I will dictate his H&P on the dictation line.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
99005

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
05/03/2004

SUBJECTIVE: He continues with lower back pain predominant over right leg pain. He has been able to quit smoking. Here today to discuss the findings of his discogram and discuss surgery.

OBJECTIVE: The discogram was negative for pain provocation at L3-4.

ASSESSMENT:
1. L4-5, L5-S1 spondylosis.
2. L4-5 spinal stenosis.

PLAN: His discogram was negative at L3-4, therefore, I feel that there is no reason to bring the fusion up any higher than L4-5. I would recommend PLIF with posterolateral fusion and instrumentation at L4-5 and L5-S1. We will plan on using a combination of allograft cortical ramps combined with cancellous autograft for the interbody fusion, the lateral fusion with local bone and graft extender, instrumentation with pedicle screw fixation bilaterally at L4, L5 and S1. Indications, risk and benefits thoroughly explained. Hopefully this will relieve his radicular symptoms, however, he has a significant component of axial pain and I have discussed with him the fact that there are certainly no guarantees with this and most likely he will get some relief but may not get complete relief of his axial symptoms. He has radicular symptoms in the right leg which may be due to the problem at L5-S1 but he also has stenosis at L4-5 and hopefully a decompression at level will relieve his leg pain. Risks of infection, neurologic injury and paralysis as well as incomplete pain relief were discussed with him today and he understands. Also discussed with him the possibility of pseudoarthrosis and he understands that he will need to stay away from tobacco products during the healing process and he tells me that he has now quit smoking. We will need an external stimulator postop as well.

William L. Mills, M.D. /kll
102474

James E. Turek, MD, Referring Dr.

Chart Copy

9

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
05/12/2004

SUBJECTIVE: Chris presents today with worsening right leg pain over the last couple of days. He is not sleeping.

OBJECTIVE: Well-developed, well-nourished 34-year-old white male in no apparent distress. Alert and oriented.

ASSESSMENT:
1. L4-5, L5-S1 spondylosis.
2. L4-5 spinal stenosis.

PLAN: We will add Keppra 500 mg po bid to his Neurontin. He is advised to decrease his Remeron to 15 mg at bedtime. Followup prn.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
103644

James E. Turek, MD, Referring Dr.

Chart Copy

10

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
06/07/2004

Mr. Price presents today for his preop history and physical. He will be having a PLIF at L4-5 and L5-S1 at Conway Medical Center on 06/15/04. I will dictate his history and physical on the Conway Medical Center line.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
106111

James E. Turek, MD, Referring Dr.

Chart Copy

11

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
06/29/2004

SUBJECTIVE: Mr. Price returns 2 weeks out from his lumbar fusion and is doing fantastic and has no leg pain.

OBJECTIVE: Well developed, well nourished 34 year old white male in no apparent distress. Alert and oriented. Midline lumbar incision healing well without signs of infection.

ASSESSMENT: Status post PLIF L4-5 and L5-S1 on 6/15/04.

PLAN: Staples were removed and steri-strips were placed on midline lumbar incision. Tylox #40 for moderate pain. We will have him slowly wean off of Keppra and Neurontin as he has no radicular leg pain. He was fitted today with an external bone stimulator and we will see him for further evaluation in 4 weeks with AP AND LATERAL LUMBAR SPINE X-RAY UPON RETURN. He is out of work.

C. Todd Beebe, PA-C /dak
for William L. Mills, M.D.
108125

James E. Turek, MD, Referring Dr.

Chart Copy

12

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
07/22/2004

SUBJECTIVE: He is now five weeks postop and doing quite well. He is gradually backing down off of his pain medications and is now down to Vicodin.

OBJECTIVE: He is in no obvious pain today. AP/lateral x-rays show good position of the interbody grafts, good position of the pedicle screws. No signs of hardware loosening.

ASSESSMENT: Doing well status post instrumented lumbar arthrodesis.

PLAN: Vicodin #60. Follow up in approximately four weeks. X-rays on return, and if things are going well, we will probably go ahead and get him started on some therapy upon return. He is out of work.

William L. Mills, M.D. /pmc
110538

James E. Turek, MD, Referring Dr.

Chart Copy

13

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
08/18/2004

SUBJECTIVE: Returns 2 months out from his lumbar fusion. He is doing well and has no leg pain. He states he is "weak all over". He has stopped Neurontin and Keppra and is doing well. He has had some difficulty sleeping despite taking ~~Neurontin~~ Renova 15 mg. at bedtime.

OBJECTIVE: Well developed, well nourished 34 year old white male in no apparent distress. Alert and oriented.

X-RAY: AP and lateral lumbar spine x-rays obtained in the clinic today reveal good position of the interbody grafts. No signs of hardware failure.

ASSESSMENT: Doing well status post instrumented lumbar arthrodesis.

PLAN: He was advised to try Benadryl 50 mg. at bedtime to help with difficulty sleeping. Will have him start a brief work conditioning program and then transition to a work hardening program with a FCE upon completion. He is out of work until his next visit in 6 weeks.

C. Todd Beebe, PA-C /dak
for William L. Mills, M.D.
113300

C Beebe

James E. Turek, MD, Referring Dr.

Chart Copy

14

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
09/21/2004

SUBJECTIVE: Has been doing fairly well with work conditioning but yesterday he began having significant low back pain. Denies radicular leg pain. Rates his pain today as an 8.5 on a scale of 1 to 10.

OBJECTIVE: Well developed, well nourished 34 year old white male in no apparent distress. Alert and oriented. Negative seated straight leg raise bilaterally although this aggravates back pain. 4/5 strength bilaterally of the quadriceps, ankle dorsiflexors, and EHL's which may be effort related.

X-RAY: AP and lateral lumbar spine x-rays obtained in the clinic today reveal no signs of hardware failure.

ASSESSMENT: Acute exacerbation of low back pain status post lumbar fusion.

PLAN: He was given samples of Skelaxin for muscle spasm and pain with limited supply of Celebrex to be taken 200 mg. once daily. He was advised to continue work conditioning and will see him for further evaluation in 2 weeks. We should be receiving a report from Faye noting his progress.

C. Todd Beebe, PA-C /dak
for William L. Mills, M.D.
116696

James E. Turek, MD, Referring Dr.

Chart Copy

15

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
10/21/2004

SUBJECTIVE: He finished physical therapy and is progressing well. He is still having some moderate nonradicular low back pain.

OBJECTIVE: Well-developed, well-nourished, 34-year-old white male in no apparent distress, alert and oriented.

ASSESSMENT: Status post PLIF, L4-5, L5-S1 on 6/15/04.

PLAN: We will start a short two week work conditioning program followed by a work hardening program with an Functional Capacity Evaluation upon completion. He was given a refill on Remeron SolTabs 30 mg., and we will also add Effexor XR 75 mg. in the morning, and he was given samples and a prescription for this medication. Vicodin #40 for pain. Follow up in 7 weeks, and hopefully this will give him enough time to finish work hardening and Functional Capacity Evaluation.

C. Todd Beebe, PA-C /pmc
for William L. Mills, MD
120140

James E. Turek, MD, Referring Dr.

Chart Copy

16

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
12/17/2004

SUBJECTIVE: He has finished the work hardening program and has had an FCE. He continues to have moderate nonradicular low back pain. He is back to smoking a pack of cigarettes a day.

OBJECTIVE: Well-developed, well-nourished 35-year-old white male in no apparent distress. Alert and oriented.

ASSESSMENT: Chronic low back pain status post PLIF L4-5, L5-S1 on 06/15/04.

PLAN: The patient can return to work under the guidelines of the recent FCE performed on 12/03/04 which placed him at a PDC of medium. He does continue to take Vicodin for pain and would like further pain management. A referral was made today to Dr. Wilkins. We will see him for further evaluation in six months with AP AND LATERAL LUMBAR SPINE X-RAYS UPON RETURN.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
126026

James E. Turek, MD, Referring Dr.

Chart Copy

17

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

01/06/2005

James W. Yates, Jr., M.D.
Orthopaedic Surgery
Sports Medicine

J. Stewart Haskin, Jr., M.D.
Orthopaedic Surgery
Surgery of the Hand

A. Jay Preslar III, M.D.
Orthopaedic Surgery
Shoulder Surgery

William L. Mills, M.D.
Orthopaedic Surgery
Spinal Surgery

Jeffrey C. Wilkins, M.D.
Physical Medicine and Rehabilitation
Electrodiagnosis

Ross Taylor, M.D.
Orthopaedic Surgery
Surgery of the Foot and Ankle

C. Curtis Elliott, M.D.
Orthopaedic Surgery
Sports Medicine

N. David DuRant
Attorney At Law
1801 Glenns Bay Rod
P.O. Box 14722
Surfside Beach, SC 29587

RE: CHRISTOPHER PRICE
DOB: 10/[illegible]
Our Case No.: 64214

Dear Mr. DuRant:

Christopher has a 20 percent residual impairment.

Sincerely,

William L. Mills, M.D.

WLM/ks
127738

18

2376 Cypress Circle, Suite 300 • Conway, South Carolina 29526 843.347.7222 • fax: 843.347.3305

CHRISTOPHER PRICE
64214
03/05/3005

SUBJECTIVE: He continues with lower back pain associated with radicular pain in the right leg with axial and radicular symptoms being equal in intensity. He is here for review of CT myelogram.

OBJECTIVE: Well-developed, well-nourished in no acute distress. Lumbar CT myelogram dated 2/26/03 is reviewed and by my interpretation there is herniation on the right at L5-S1 with lack of filling of the right S1 root. There is a small left herniation at L4-5 with mild stenosis at the L4-5 level. Lumbar flexion and extension views show no spondylolisthesis.

ASSESSMENT: 1. **RIGHT L5-S1 DISC HERNIATION WITH RIGHT LUMBAR RADICULOPATHY.**

PLAN: I had a long discussion with him regarding the findings of the CT myelogram. At this time, he has radicular symptoms equal to axial symptoms and I discussed with him the option of decompression with discectomy versus fusion. The decompression will most likely relieve his radicular symptoms although there are no guarantees. However, I don't think it will relieve any of his axial pain and he understands this. He has not been able to quit smoking and since he is still quite young and since he is not able to stop smoking, I really don't think he would do well with a fusion although this may be necessary for him in the future if his axial symptoms get worse. For now, I think it would be best to focus on his radicular pain and try to get him relief of that with a right L5-S1 laminotomy and diskectomy. The indications, risks and benefits thoroughly explained. The risk of infection, neurologic injury, persistent pain and paralysis discussed with him today. He understands this. He is on out of work status. He does have a tooth abscess which he needs to get resolved before we proceed with the discectomy. He apparently is seeing his dentist in two days and as soon as he gets his tooth abscess cleared, we will go ahead and set him up for right L5-S1 diskectomy.

William L. Mills, M.D. /dsh
58241
James E. Turek, MD, Referring Dr.Chart Copy

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COASTAL ORTHOPEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
03/08/2005

ADDENDUM: Mr. Price has moved to Florida. He was seeing Dr. Wilkins for nonoperative pain management. We recommend that he continue nonoperative pain management while in Florida, as he has had some mild to moderate low back pain since his lumbar fusion in June 2004.

C. Todd Beebe, PA-C /ks
for William L. Mills, M.D.
133944

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CONWAY MEDICAL CENTER
P.O. BOX 829
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526

HISTORY & PHYSICAL

Patient Name:	PRICE, CHRISTOPHER
Visit Number:	V00005503714
Unit Number:	M000363078
Admit Date:	06/15/04
Room Number:	PRE IN 2S

DOB: 10/23/69

CHIEF COMPLAINT:
Low back and right leg pain.

HISTORY OF PRESENT ILLNESS:
Mr. Price is a 34-year-old white male who reports a history of the above dating back to a work related accident on 12/9/02 where he was standing on a ladder 5' above the ground and he proceeded to misplace his foot. He fell onto the ground and had immediate onset of low back pain which began radiating down the right leg. He went on to have a right L5 S1 diskectomy by Dr. Mills on 4/22/03 and did fairly well for a brief period of time after the surgery. He began having significant low back and right leg pain after weeks of work hardening which has persisted since that time.

REVIEW OF SYSTEMS:
Negative for recent HEENT or neurological symptoms. Negative for chest pain, shortness of breath, fever, weight loss, or bowel or bladder control.

PAST MEDICAL HISTORY:
Noncontributory.

PAST SURGICAL HISTORY:
Right L5 S1 diskectomy by Dr. Mills 4/22/03.

CURRENT MEDICATIONS:
Vicodin prn.
Neurontin 600 milligrams p. o. b.i.d.
Keppra 500 milligrams p. o. b.i.d.
Remeron.
SolTabs 30 milligrams p. o. qhs.

SOCIAL HISTORY :
The patient has quit smoking for the most part. Drinks alcohol occasionally. Is out of work.

ALLERGIES:
No known drug allergies.

PHYSICAL EXAMINATION

GENERAL APPEARANCE: A well developed well nourished 34-year-old white male in no apparent distress. Alert and oriented.

HEENT: Normocephalic, atraumatic. Extraocular movements intact. Oropharynx clear.

NECK: Supple without adenopathy.

LUNGS: Clear to auscultation bilaterally.

HEART: Regular rate and rhythm without appreciable murmur.

ABDOMEN: Soft and nontender. Normoactive bowel sounds.

VASCULAR: Two + dorsalis pedis pulse bilaterally.

NEUROLOGICAL: Manual motor testing reveals 5/5 strength throughout the left lower extremity and 4/5 strength throughout the right lower extremity to include hip abductors, hip adductors, quadriceps, hamstrings, and ankle dorsiflexors, and extensor hallucis longus. Two + patellar reflexes bilaterally. Two + ankle jerk reflex on the left, absent on the right. Positive seated straight leg raise on the right.

X-RAYS:
Lumbar magnetic resonance imaging scan dated 1/7/04 as reviewed by Dr. Mills reveals disk degeneration at L4-5 and L5 S1. Ligamentum flavum – facet hypertrophy with moderate central canal stenosis at L4-5. Epidural scar formation on the right at L5 S1 from previous surgery. Recent cystogram was negative for pain provocation at L3-4, 4/30/04. discogram

ASSESSMENT :
L4-5, L5 S1 spondylosis.
L4-5 spinal stenosis.

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PLAN:
Dr. Mills discussed treatment options with the patient to include continued conservative treatment versus surgical intervention. This patient feels that he can no longer live with his back and right leg pain and would like to proceed with surgery. Dr. Mills recommends PLF, PLIF, at L4-5 and L5 S1, with a combination of allograft cortical ramps combined with Cancellous autograft with interbody fusion. Instrumentation with pedicle screw fixation bilaterally at L4, L5, and S1. Intraoperative monitoring. Postoperative external bone stimulator. The risks of the surgery were explained to the patient to include infection, nerve damage, and/or paralysis, persistent pain, excessive bleeding, and pseudarthrosis. The patient would like to proceed with surgery and all of his questions have been answered. He is scheduled for the above procedure at Conway Medical Center on 6/15/04. We will follow him throughout his hospital stay.

Dictated by Todd Beebe, PA-C

WILLIAM L. MILLS, M.D.

CW
Dictated: 06/07/04, @ 12:18
Typed: 06/07/04, @ 12:41
Job #: 109112

23

PLAN:
Dr. Mills discussed treatment options with the patient to include continued conservative treatment versus surgical intervention. This patient feels that he can no longer live with his back and right leg pain and would like to proceed with surgery. Dr. Mills recommends PLF, PLIF, at L4-5 and L5 S1, with a combination of allograft cortical ramps combined with Cancellous autograft with interbody fusion. Instrumentation with pedicle screw fixation bilaterally at L4, L5, and S1. Intraoperative monitoring. Postoperative external bone stimulator. The risks of the surgery were explained to the patient to include infection, nerve damage, and/or paralysis, persistent pain, excessive bleeding, and pseudarthrosis. The patient would like to proceed with surgery and all of his questions have been answered. He is scheduled for the above procedure at Conway Medical Center on 6/15/04. We will follow him throughout his hospital stay.

Dictated by Todd Beebe, PA-C

WILLIAM L. MILLS, M.D.

CW
Dictated: 06/07/04, @ 12:18
Typed: 06/07/04, @ 12:41
Job #: 109112

24

CONWAY MEDICAL CENTER
P.O. BOX 829
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526

Patient Name: PRICE, CHRISTOPHER
Visit Number: V00005503714
Unit Number: M000363078
Room Number: TEMP

OPERATIVE/PROCEDURE REPORT

DATE OF SURGERY:
6/15/04

SURGEON:
William L. Mills, M.D.

ASSISTANTS:
Todd Beebe, PA-C.

PREOPERATIVE DIAGNOSIS:
L4 –5, L5 S1 spondylosis with chronic low back pain and radicular symptoms.

OPERATION:
(This is a single incision – 360 degree arthrodesis of both the anterior and posterior column of the spine.)
1. Re-exploration revision laminotomy right L5 S1.
2. Left L5 S1 laminotomy.
3. Bilateral L4, L5 laminotomy.
4. Right iliac crest autograft.
5. Bilateral L4-5, L5 S1 diskectomy with posterior lumbar interbody arthrodesis L4-5, L5 S1 using pre-cut Stryker allograft cortical ramps combined with iliac crest autograft.
6. Bilateral posterolateral intertransverse process arthrodesis L4-5, L5 S1.
7. Transpedicle screw fixation bilaterally L4, L5 , S1 using Stryker Xia pedicle screw fixation.

ANESTHESIA:
General endotracheal anesthesia.

POSTOPERATIVE DIAGNOSIS:
Same.

Intraoperative monitoring was utilized.

ESTIMATED BLOOD LOSS :
Five hundred cc.

COMPLICATIONS:
None.

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CONWAY MEDICAL CENTER
P.O. BOX 829
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526

DISCHARGE SUMMARY

Patient Name: PRICE, CHRISTOPHER
Visit Number: V00005503714
Unit Number: M000363078
Admit Date: 06/15/04
Discharge Date: 06/18/04

DISCHARGE DIAGNOSIS:
L4-5, L5 S1 spondylosis with chronic low back pain and radicular symptoms.

PROCEDURES PERFORMED:
1. Re-exploration revision laminotomy right L5 S1.
2. Right L5 S1 laminotomy.
3. Bilateral L4, L5 laminotomy.
4. Right iliac crest autograft.
5. Bilateral L4-5, L5 S1 diskectomy, with posterior lumbar interbody arthrodesis at L4-5 and L5 S1 using precut Stryker allograft cortical ramps combined with iliac crest autograft.
6. Bilateral posterolateral intertransverse process arthrodesis at L4-5 and L5 S1.
7. Transpedicle screw fixation bilaterally at L4, L5, and S1 using Stryker Xia pedicle screw fixation.

HISTORY & HOSPITAL COURSE:
Mr. Price is a 34-year-old white male with a history of low back and right leg pain dating back to a work related accident in December of 2002. He went on to have a right L5 S1 diskectomy by Dr. Mills on 2/03 and did fairly well for a brief period of time. After the surgery, he began having significant low back and right leg pain after a few weeks of work hardening which has persisted since that time. Lumbar magnetic resonance imaging scan from 1/7/04 as reviewed by Dr. Mills revealed disk degeneration at L4-5 and L5 S1. Moderate central canal stenosis at L4-5. Dr. Mills discussed treatment options with the patient to include continued conservative treatment versus surgical intervention. The patient felt that he could no longer live with his back and leg pain and opted for the above procedure. He was admitted to the Conway Medical Center on 6/15/04 and elective lumbar surgery was completed the same day without complications.

The patient was transferred from the Recovery Room to 2nd Surgical for postoperative care and did well during his hospital stay.

On postop check the day of surgery, the patient was doing well without leg pain. He was neurovascularly intact throughout both lower extremities.

On postoperative day #1, the patient complained of moderate incisional pain. His vital signs were stable. He was afebrile and neurovascularly intact throughout both lower extremities. Hemoglobin and hematocrit were 10.6 and 30.4.

On postoperative day #2, the patient was doing well. He had no leg pain. He was voiding well. He had good pain relief with Percocet. Hemoglobin and hematocrit of 8.4 and 24.9. Incision was healing well thout signs of infection.

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CONWAY MEDICAL CENTER
PO BOX 829
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-0829
(843) 347-8132

Name: PRICE, CHRISTOPHER
Phys: Mills, William L. MD
Dob: 10/23/1969 Age: 34 Sex: M
Acct: V00005503714 Loc: C225 1
Exam Date: 06/15/2004 Status: ADM IN
Radiology No: 00184179
Unit No: M000363078
Patient Phone: (843)283-3165
CPT4 Code: 72020

ADMITTING DX: LBP

EXAM#	TYPE/EXAM	RESULT
000352004	PORT/PORTABLE L SPINE ONE VIEW	

Study: Single Lateral View Lumbar Spine June 15, 2004 at 0838 hours

Indication: Intraoperative localization.

Findings:

Single lateral view of the lumbar spine shows retraction devices and a localizing instrument overlying the L3-4 facet joint posteriorly. The vertebral bodies appear in good sagittal alignment.

Impression:

Retractor device and localizing instrument at L3-4 level posteriorly.

gm

** REPORT SIGNED IN OTHER VENDOR SYSTEM **
Reported By: BRIAN FORTMAN M.D.

CC: William L. Mills MD

Technologist: CINDY NANCE, R.T.(R).
Transcribed Date/Time: 06/15/2004 (2006)
Transcriptionist: FORBR
Printed Date/Time: 06/15/2004 (2006)

PAGE 1 MEDICAL RECORDS/ER/FLOOR COPY

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CONWAY MEDICAL CENTER
PO BOX 829
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-0829
(843) 347-8132

Name: PRICE, CHRISTOPHER
Phys: Mills, William L. MD
Dob: 10/23/1969 Age: 34 Sex: M
Acct: V00005503714 Loc: C225 1
Exam Date: 06/15/2004 Status: ADM IN
Radiology No: 00184179
Unit No: M000363078
Patient Phone: (843)283-3165
CPT4 Code: 72020

ADMITTING DX: LBP

EXAM#	TYPE/EXAM	RESULT
000352005	PORT/PORTABLE L SPINE ONE VIEW	

Study: Single Lateral View Lumbar Spine June 15, 2004 at 0924 hours

Indication: Intraoperative localization.

Findings:

Additional retractor devices have appeared in the posterior lower lumbar region when compared with 0838 hours. Localization instruments are seen overlying the posterior L5-S1 facet joint. Lap pads are seen in the surgical bed.

Impression:

Retractors from L3 to L5 with localizing instruments at the L5-S1 facet joint.

wlr

** REPORT SIGNED IN OTHER VENDOR SYSTEM **
Reported By: BRIAN FORTMAN M.D.

CC: William L. Mills MD

Technologist: CINDY NANCE, R.T.(R).
Transcribed Date/Time: 06/15/2004 (1506)
Transcriptionist: FORBR
Printed Date/Time: 06/15/2004 (1506)

PAGE 1 MEDICAL RECORDS/ER/FLOOR COPY

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CONWAY MEDICAL CENTER
PO BOX 829
300 SINGLETON RIDGE ROAD
CONWAY, SC 29526-0829
(843) 347-8132

Name: PRICE, CHRISTOPHER
Phys: Mills, William L. MD
Dob: 10/23/1969 Age: 34 Sex: M
Acct: V00005503714 Loc: C225 1
Exam Date: 06/15/2004 Status: ADM IN
Radiology No: 00184179
Unit No: M000363078
Patient Phone: (843)283-3165
CPT4 Code: 72020

ADMITTING DX: LBP

EXAM#	TYPE/EXAM	RESULT
000352090	PORT/PORTABLE L SPINE ONE VIEW	

Study: Cross-table Lumbar Spine Intraoperative Image, film # 3 for this date 6/15/04 at 11:54 a.m..

Comparison: Film # 1 and 2.

Indication: Lumbar sacral junction fusion with posterior rod placement.

Findings: Single cross-table lateral view demonstrates interval placement of intrapedicular screws at L4, L5 and S1. Bone plugs are positioned within the corresponding disk spaces. There is good alignment on this projection

Impression: Lower lumbar fusion. No signs of malalignment.

wlr

** REPORT SIGNED IN OTHER VENDOR SYSTEM **
Reported By: G. SCOTT MENCKEN M.D.

CC: William L. Mills MD

Technologist: HOPE MEGGS, R.T. (R)
Transcribed Date/Time: 06/15/2004 (1646)
Transcriptionist: GMENCKEN
Printed Date/Time: 06/15/2004 (1646)

RUN DATE: 06/19/04
RUN TIME: 0600
RUN USER: LABBKGJOB

Conway Medical Center Laboratory LIVE*
Summary Discharge Report - Do not Destroy

LOCATION

PATIENT: PRICE,CHRISTOPHER ACCT #: V00005503714 LOC: 2S U #: M000363078
REG DR: Mills,William L. MD AGE/SX: 34/M ROOM: C225 REG: 06/15/04
STATUS: DIS IN BED: 1 DIS: 06/18/04

HEMATOLOGY

Date / Time	06/18/04 0640	06/17/04 0630	06/16/04 0625	06/15/04 1750	Reference	Units
HGB	8.9 L	8.8 L	9.8 L	10.6 L	12.9-16.1	gm/L
HCT	25.0 L	24.9 L	27.5 L	30.4 L	37.7-46.5	%

Patient: PRICE,CHRISTOPHER Age/Sex: 34/M Acct#V00005503714 Unit#M000363078

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Conway Medical Center Laboratory *LIVE* PAGE 1
P.O. Box 300 Singleton Ridge Road Conway, SC 29528-0829

LABORATORY REPORT

PATIENT: PRICE,CHRISTOPHER
REG DR: Mills,William L. MD
SUB DR: Mills,William L. MD
ACCT #: V00005503714 LOC: 2S U#: M000363078
AGE/SX: 34/M ROOM: C225 REG: 06/15/04
STATUS: DIS IN DIS: 06/18/04

NAME: PRICE,CHRISTOPHER
UNIT NO: M000363078
ROOM NO: C225
RACE: CA
AGE/SEX: 34/M
DOB: 10/23/69
SS#:
REC'D DATE: 06/15/04
REGISTERING MD:
SUBMITTING MD: Mills,William L. MD
PATH NO: S04-3118
STATUS: SOUT
ACCOUNT NO: V00005503714
DATE OF SVC: 06/15/04

SITE OF SPECIMEN :
L4/5; L5/S1

CLINICAL DATA :
low back and right leg pain

GROSS EXAMINATION :
There are about 40 cc of white, tan and brown, firm tissue fragments. Two cassettes.

RJG/dp

MICROSCOPIC EXAMINATION :
Pieces of fibrocartilage show frayed surfaces, clefts, vacuoles and lacunae containing multiple chondrocytes. Fragments of bone with some hematopoiesis are unremarkable.

DIAGNOSIS :
INTERVERTEBRAL DISC, FIBROCARTILAGE:
DEGENERATION CONSISTENT WITH SPONDYLOSIS AND/OR HERNIATED NUCLEUS PULPOSUS.

RJG/dp

Signed <SIGNATURE ON FILE>
PATHOLOGIST Robert J. Gay, MD 06/17/04

This information is CONFIDENTIAL and is protected under the Privacy Act of 1974. It is intended for the use of the addressee(s) identified above. If you receive this fax in error please notify (843) 347-8130 and discard.

** END OF REPORT **

81

Long Bay Rehab

4871 Socastee Blvd. Suite E
Myrtle Beach, South Carolina 29588

Telephone: (843) 293-5610

Fax: (843) 293-5690

INDUSTRIAL REHABILITATION PROGRAM
DISCHARGE REPORT

NAME: Christopher Price DATE: 12/03/04
SSN: DOB: 10/23/69 DOI: 12/09/02
PHYSICIAN: William Mills, MD
DIAGNOSIS: LBP
EMPLOYER: Peachtree Electric JOB TITLE: Electrician
INSURANCE CO: Builders Mutual
ADJUSTER: Janie Wilson CASE MANAGER: N/A
AGE: 35 SEX: M RHR: 78 RBP: 106/62 HT: 5'10.5" WT: 178 #
SURGERY: Lumbar diskectomy; L4/5, L5/S1 Fusion DOS: 06/2003 and 06/15/04

HAND DOMINANCE: Right WORK STATUS: Not Working

ATTENDANCE: 28 of 28 days. First 10 days were ½ day program.

MAXIMUM SAFE LIFTS DEMONSTRATED:

Floor to knuckle=	50 #
12" to knuckle=	50 #
Knuckle to shoulder=	50 #
Shoulder to overhead=	50 #

Achieved PDC: Medium

Carry=	30 #
Push=	107.5 ft-lbs
Pull=	145.0 ft-lbs

NON-MATERIAL HANDLING:

Demonstrated ability to Bend and kneel
On an occasional basis, Sit, stand, walk, squat, climb stairs/ladder, reach forward & OH & pivot/twist
On a frequent basis and Alternately sit/stand & use fine motor movements on a constant basis.

CONSISTENT EFFORT GIVEN ON 13 OF 13 ISOMETRIC TESTS.

SUMMARY: Chris made an excellent effort in the program and has made very significant gains overall. He improved from a PDC of Sedentary to a PDC of Medium. He shows knowledge of, and use of, proper biomechanics with lifts and other activities He has performed job simulation tasks, but has not demonstrated the ability to tolerate all aspects of his former position as an electrician. As Chris does not have a job to return to with his previous employer, he was encouraged to pursue a "Plan B". He has considered training as a real estate agent or as an alarm installer; these appear to be physically feasible options. Chris ha a very strong understanding of his capabilities and should be able to work within these guidelines.

Faye Stutz

Faye Stutz
Industrial Rehabilitation Director

Long Bay Rehab

4871 Socastee Blvd. Suite E
Myrtle Beach, South Carolina 29588

Telephone: (843) 293-5610

Fax: (843) 293-5690

DISCHARGE TEST RESULTS

DISCHARGE Christopher Price Date: 12/03/04
PG. 2

LIFTS:	FCE	D/C	HR	PN	MAX. IN WH
	09/15/04	12/03/04			
Floor to knuckle	10#	50#	115	3.6	30# X15
12" to knuckle	10#	50#	115	3.6	38# X 15
Knuckle to shoulder	10#	50#	105	3.6	32# X15
Shoulder to overhead	7#	50#	110	3.6	31# X15
Carry	10#	30#	118	3.8	22# X10
Push (ft. lbs.)	50.0	102.5	106	3.5	107.5
Pull (ft. lbs.)	62.5	145.0	105	3.5	110.0
Arm Curl (ft. lbs.)	27.5	117.5	109	3.5	105.0

Pre-HR= 78 Pre-B/P= 110/70 Pre-Pain= 3.5/10 LBP
Post-HR = 80 Post-B/P= 128/80 Post-Pain= 3.8/10 LBP

CARDIOVASCULAR:

Treadmill: FCE= 12 min @ 2.1 mph w/ 5% incline (SSTP performed)
Pre HR = 73 B/P = 120/78; Pain = 7.2/10, Max HR = 107
Post HR = 70 B/P = 126/80 Pain = 7.2/10

WH= 20 min @ 3.0 mph =1.0 miles

WH= 20 min @ 2.5-3.0 w/ 0-7% incline = .93 miles
Pre HR = 83 B/P = 108/60; Pain = 5.0/10, Max HR = 119
Post HR = 71 B/P = 110/78; Pain = 5.2/10

Discharge 30 min @ 3.3 mph = 1.65 miles
Pre HR = 86 B/P = 108/68; Pain = 3.5/10, Max HR = 132
Post HR = 105 B/P = 108/66; Pain = 3.8/10

Stationary bike WH= 10 min @ 35-50 rpm = 2.4 miles.

Semi recumbent bike WH= 20 min @ 40-55 rpm, Load 3= 4.7 miles.

Rowing Ergometer WH= 3 min; max HR = 155

3?

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JOB SIMULATION:

Electrical assembly X45 minutes.
Pulling wire through a work board.
Carrying wire up the ladder to feed overhead and pull back.

Ladder: tested 12/03/04 for ability to climb up and down with wire over his shoulder to retrieve something from each ceiling tile X23.

Pre HR = 93; B/P = 106/68; Pain = 3.5/10
Completed task in 5:27 minutes with max HR = 148.
Post HR = 117; B/P = 130/80, Pain = 3.6/10.

Again, Chris does not demonstrate the ability to tolerate all physical demands of the position of electrician. Therefore, it is inadvisable for him to return to work in this capacity at this time.

Faye Stutz
Industrial Rehabilitation Director

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STATIC TEST RESULTS

Name: Christopher Price Date: 12/03/04

Pre-HR= 80 B/P= 106/62 Pain = 3.5/10 LBP

				HR	Avg	CV
Static push	95.0	102.5	100.0	106	99.2	3.9%
Static pull	127.5	140.0	145.0	105	138.0	6.6%
Arm curl	112.5	97.5	117.5	109	109.2	9.5%
Back						
Leg (Squat)						
Chest						

Post-HR= 96 B/P= 110/70 Pain = 3.5/10 LBP

According to the AMA Guide to the Evaluation of Permanent Impairment, any CV greater than 20% indicates invalid study due to minimal effort.

Grip		Left			Avg	CV	Right			Avg	CV
	1	66	71	80	72.3	9.8%	90	89	89	89.3	0.6%
	2	102	96	90	96.0	6.3%	104	110	109	107.7	3.0%
	3	82	90	87	86.3	4.7%	99	102	109	103.3	5.0%
	4	81	85	85	83.7	2.8%	90	91	90	90.3	0.6%
	5	75	70	71	72.0	3.7%	71	82	81	78.0	7.8%

Dominant: Right Involved N/A

A bell curve was produced bilaterally, indicating maximal effort given.

Faye Stutz

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Industrial Rehabilitation Director

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FUNCTIONAL TEST RESULTS

NAME: Christopher Price DATE: 12/03/04

	Occasional	Frequent	Constant	Adequate for job
Lifting: Floor to knuckle	50#	30#	10#	N/A
12" to knuckle	50#	38#	10#	N/A
Knuckle to shoulder	50#	32#	10#	N/A
Shoulder to overhead	50#	31#	10#	N/A
Carry	30#	22#	6#	N/A

Occasional: 1-4x/hour or <2.5 hours
Frequent: 5-24./hr or 2.5-5.5 hrs.
Constant: >24x/hr or >5.5 hours

DOT: 1-33% of day or 1-100 reps.
DOT: 34-66% of day or 101-500 reps.
DOT: >67% of day or >500 reps.

	Occasional	Frequent	Constant	Adequate for job?
Bend (sustained)				N/T
Bend (repetitive)	X			N/A
Squat (sustained)				N/T
Squat (repetitive)		X		N/A
Kneel	X			N/A
Crawl				N/T
Climb stairs	—	X		N/A
Climb ladders		X		N/A
Reach overhead (sustained)		X		N/A
Reach overhead (repetitive)		X		N/A
Reach forward		X		N/A
Pivot/twist		X		N/A
Push/Pull		X		N/A
Fine motor			X	Yes
Foot controls				N/T

Positioning:	Occasional	Frequent	Constant	Adequate for job?
Sitting		X		N/A
Standing		X		N/A
Walking		X		N/A
Alternate Sit/Stand			X	Yes
Driving				N/T

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ABBREVIATED DISCHARGE SUMMARY

NAME: Christopher Price
PHYSICIAN William Mills, MD
DATE: 12/03/04
DIAGNOSIS: LBP, S/P L4/5, L5/S1 Fusion

Recommendations: Return to work: [X] Full-time [ ] Part-time

Physical Demand Level Achieved: Medium
Restrictions:
Other comments:

Lifting	Occasional	Frequent	Constant
Floor to knuckle	50#	30#	10#
12" to knuckle	50#	38#	10#
Knuckle to shoulder	50#	32#	10#
Shoulder to overhead	50#	31#	10#
Carry (50 ft)	30#	22#	6#
Other:			

SITIONAL TOLERANCE:

Activity	O	F	C	Activity	O	F	C
Sitting		X		Crawling (N/T)			
Standing		X		Repetitive squat		X	
Walking		X		Sustained squat (N/T)			
Driving (N/T)				Kneeling	X		
Alternate Sit/Stand			X	Repetitive bend	X		
Stair Climbing		X		Sustained bend (N/T)			
Ladder Climbing		X		Repetitive OH reach		X	
Re. Forward Reach		X		Sustained OH reach		X	
Sus. Forward Reach		X		Push/Pull		X	

PHYSICAL DEMAND CHARACTERISTICS OF WORK (DEFINITIONS)

Demand Level	Occasional (1-4x/hr or <2.5 hrs/day)	Frequent (5-24x/hr or 2.5-5.5 hrs/day)	Constant (>24x/hr or >5.5 hrs/day)
Sedentary			
Light			
Medium	50#	20#	10#
Heavy			
Very Heavy			

With physician signature, this may be used as work release/restrictions

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ABBREVIATED DISCHARGE SUMMARY

NAME: Christopher Price DATE: 12/03/04
PHYSICIAN: William Mills, MD DIAGNOSIS: LBP, S/P L4/5, L5/S1 Fusion

Recommendations: Return to work: [X] Full-time [ ] Part-time

Physical Demand Level Achieved: Medium
Restrictions:
Other comments:

Lifting	Occasional	Frequent	Constant
Floor to knuckle	50#	30#	10#
12" to knuckle	50#	38#	10#
Knuckle to shoulder	50#	32#	10#
Shoulder to overhead	50#	31#	10#
Carry (50 ft)	30#	22#	6#
Other:			

POSITIONAL TOLERANCE:

Activity	O	F	C	Activity	O	F	C
Sitting		X		Crawling (N/T)			
Standing		X		Repetitive squat		X	
Walking		X		Sustained squat (N/T)			
Driving (N/T)				Kneeling	X		
Alternate Sit/Stand			X	Repetitive bend	X		
Stair Climbing		X		Sustained bend (N/T)			
Ladder Climbing		X		Repetitive OH reach		X	
Re. Forward Reach		X		Sustained OH reach		X	
Sus. Forward Reach		X		Push/Pull		X	

PHYSICAL DEMAND CHARACTERISTICS OF WORK (DEFINITIONS)

Demand Level	Occasional (1-4x/hr or <2.5 hrs/day)	Frequent (5-24x/hr or 2.5-5.5 hrs/day)	Constant (>24x/hr or >5.5 hrs/day)
Sedentary			
Light			
Medium	50#	20#	10#
Heavy			
Very Heavy			

With physician signature, this may be used as work release/restrictions. [signature] for
William Mills MD

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INDUSTRIAL REHABILITATION PROGRAM
WEEKLY EVALUATION

NAME: Christopher Price DATE: 11/12/04
SSN: DOB: 10/23/69 DOI: 12/9/02
PHYSICIAN: William Mills, MD
DIAGNOSIS: LBP
EMPLOYER; Peachtree Electric JOB TITLE: Electrician
INSURANCE: Builder's Mutual ADJUSTER: Janie Wilson
SURGERY: S/P fusion at L4/5 – L5-S1 DOS: 6/03 and 6/15/04

****

ATTENDANCE: 15 of 15 days.
This completes his first week in the full-day Program.

Chris works very hard and steadily throughout the day. He shows a greatly improved ability to pace himself with respect to the physical demands of his tasks and exercises. He has also improved with his ability to know when to stop an activity to prevent delayed onset of increased pain.

Chris increased 5% with the static push compared to his previous best, 28% with the static pull and 7% with the static arm curl.

He increased significantly with work capacity at all levels compared to previous best. He increased 78% at the 12" to knuckle level, 150% at the knuckle to shoulder level and 114% at the shoulder to overhead level.

Pre-HR = 87; B/P = 108/72; Pain = 5/10 LBP.
HR during static testing = 98 – 99. HR during dynamic lifting = 114 - 118.
Post-HR – 88; B/P = 102/70; Pain = 5.5/10 LBP.

Considering his excellent effort and progress, recommend that Chris continue in the Program.

Faye Stutz
Industrial Rehabilitation Director

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INDUSTRIAL REHABILITATION PROGRAM
WEEKLY EVALUATION

NAME: Christopher Price **DATE: 11/5/04**
SSN: DOB: 10/23/69 **DOI: 12/9/02**
PHYSICIAN: William Mills, MD
DIAGNOSIS: LBP
EMPLOYER; Peachtree Electric **JOB TITLE: Electrician**
INSURANCE: Builder's Mutual **ADJUSTER: Janie Wilson**
SURGERY: S/P fusion at L4/5 – L5-S1 **DOS: 6/03 and 6/15/04**

****

ATTENDANCE: 10 of 10 days.

Chris continues to make a good effort with tasks and exercises. He had a lower HR during testing today, reported decreased pain compared to last week and showed improvement with all tests.

Chris increased 49% with the static push compared to previous best (last week's evaluation), 33% with the static pull and 11% with the static arm curl. He is demonstrating a good level of strength with all static tests.

Chris increased 157% with work capacity at the 12" to knuckle level, 100% at the knuckle to shoulder level and 88% at the shoulder to overhead level. These increases are all compared to previous best (last week).

Pre-HR = 76; B/P = 102/78; Pain = 5/10 LBP
HR during static testing = 90 – 98. HR during dynamic lifting = 100 – 112.
Post-HR = 79; B/P = 102/82; Pain = 5.3/10 LBP.

Chris has made good progress, and he is ready to begin the full-day program. Recommend he continue, starting Work Hardening on 11/8/04.

Faye Stutz

Faye Stutz
Industrial Rehabilitation Director

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

James W. Yates, Jr., M.D.
J. Stewart Haskin, Jr., M.D.
A. Jay Pressler III, M.D.
William L. Mills, M.D.
Jeffrey C. Wilkins, M.D.
Ross Taylor, M.D.
C. Curtis Elliott, M.D.

MUSCULOSKELETAL EVALUATION

CHRISTOPHER PRICE

Date: 01/20/2005
Case No: 64214
AGE/SEX: 35Y/M

MURRELLS INLET, SC 29576

Referred By: William L. Mills, M.D.

CHIEF COMPLAINT: Low back pain.

PRESENT ILLNESS: 35-year-old white male with the above complaints. He ruptured two disc and had fusion surgery. Date of injury 12/09/02. Reviewed Dr. Mills notes. He had a lumbar diskectomy 04/03 and lumbar fusion 07/04. He takes Vicodin, Remeron and Effexor. He states he takes the Remeron without improvement. Large number of notes reviewed today, most importantly his discharge FCE which showed him at a medium category at a 50lb lifting restriction. He has no immediate plans for working and is going to move to Florida in the coming weeks as his Mother has a house and he will consider vocational pursuits then. He cannot lift more than 35 lbs. He has requested a physician in the Punta Gorda/Fort Myers area.

MEDICATIONS: Vicodin, Remeron, Effexor.
SOCIAL HISTORY: He has resumed smoking and drinks socially.
REVIEW OF SYSTEMS: Please see chart.

PHYSICAL EXAMINATION

VITALS: HT: 5'11" WT: 188 lb BP: 161/80
GENERAL: 35-year-old white male who appears stated age.
NEUROLOGIC/UPPER: Strength, sensory, reflex exam of upper extremity including biceps, triceps, brachioradialis and pronator reflex within normal limits. Negative Hoffmann's and Spurling's signs. Negative scapulohumeral reflex.
NEUROLOGIC/LOWER: Strength, sensory, reflex exam of lower extremity including patellar, Achilles, medial hamstring reflexes within normal limits. Plantar responses downgoing. No ankle clonus or increased tone/cogwheeling noted.
DERMATOLOGIC: Skin warm and dry. No vesicular rash noted.
VASCULAR: Distal pulses intact. No skin changes consistent with vascular insufficiency.

YP

2376 Cypress Circle, Suite 300 • Conway, South Carolina 29526 843.347.7222 • fax: 843.347.3305

Initial Visit Report of PRICE, CHRISTOPHER C
Case No: 64214
01/20/2005

HIP: Patrick's sign negative. Passive range of motion with internal/external rotation without pain. Log rolling negative. No significant trochanteric tenderness.

KNEE: No effusion, erythema or increased warmth noted. Lachman's normal. Varus/valgus stress at 0 and 30 degrees without abnormal laxity/instability. Joint line without tenderness. Patellar movement symmetric without tenderness of patellar facets. Apprehension sign negative. Anterior/posterior drawer within normal limits.

LUMBAR SPINE: Reveals well healed posterior midline lumbar incision. Calves supple, heels firm, distal pulses intact.

IMPRESSION: **Back pain post fusion.**

PLAN: Agree with Dr. Mills and release him based on his Functional Capacity Evaluation and told him that this may not be at his comfort level and he may do less but he is able to do more. Dr. Mills gave him a impairment rating of 20% compared to his previous rating of 10% related to his first surgery. As this appears to be all one process I do not feel that the 10 and 20 would be added and that the 20% would best be his global whole person impairment rating for his lumbar spine injury.

Jeffrey C. Wilkins, M.D. /kll
129234
William L. Mills, M.D., Referring Dr.

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COASTAL ORTHOPAEDIC ASSOCIATES, P

CHRISTOPHER PRICE
64214
05/05/2005

SUBJECTIVE: Chris is now 11 months postop. He has no radicular pain but does have quite a bit of ongoing low back pain. Normal bowel or bladder function. He is currently living in Florida. He is still not working.

OBJECTIVE: AP and lateral views of the lumbar spine show what appears to be a solid interbody fusion at L4/5 and L5/S1. There are no radio lucencies around the grafts. No lucencies around the pedicle screws.

ASSESSMENT: Status post PLIF at L4/5 and L5/S1 with instrumentation and no evidence of pseudarthrosis.

PLAN: At this point, I think he is at maximum medical improvement with a 20% residual impairment. I do think that he needs further pain management and would recommend that. For now, we will give him Vicodin #50 as well as Flexeril #50 and I told him we would not be able to provide any further pain medicine, as he is now living in Florida. It would probably be a good idea to get another x-ray in about a year. I would be happy to see him at any time in the future if he has further problems. As far as his ability to work, if any objective data is needed regarding his physical capabilities, I would recommend functional capacity evaluation.

William L. Mills, M.D. /vlr
139771

T. Chuck Mills, M.D., Referring Dr.

Chart Copy

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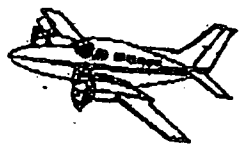
Luis F. Fernandez, M.D.
Board Certified Internal Medicine
Hematology - Oncology



April 9, 2008

Att: David Durant
843-650-8090

To Whom It May Concern:

Re: Chris Price

Mr. Price has been cared for at this office for several years. He is seen monthly for pain management due to an injury he experienced in 2002, He is prescribed and monitored monthly with the Roxicodone, Flexeril, Dalmane, Lexapro and Xanax. His condition is not expected to improve. If you any questions, or I can be of any further assistance, please feel free to contact me.

Sincerely,

Luis F. Fernandez, MD

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2400 Harbor Blvd., Suite 13 • Port Charlotte, FL 33952 • (941) 764-7999

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0220142

Christopher Price,
Employee/Claimant,

-vs-

Peachtree Electrical Services,
Employer, and

Builders Mutual Insurance,
Carrier, Defendants.

HEARING: Held on June 5, 2006; in Myrtle Beach, South Carolina, per notices timely and properly served upon all parties of interest.

APPEARANCES: N. David Durant, Esq., Surfside, South Carolina, appearing on behalf of the Claimant.

Richard C. Detwiler, Esq. Columbia, South Carolina, appearing on behalf of Peachtree Electrical Services and Builders Mutual Insurance.

Andrew D. Smith, Esq., Trask & Howell, L.L.C., Mt. Pleasant, South Carolina, appearing on behalf of Bob Wire Electrical and the SC Home Builders.

PURPOSE OF HEARING: To determine if Peachtree Electrical Services and Builders Mutual Insurance may stop payment; and if so, to determine if the Claimant is entitled to any further benefits and whether they are entitled to a credit for temporary benefits paid in excess of award. Also, to determine whether Bob Wire Electrical and S.C. Home Builders have any liability under the Act.

DECISION & ORDER: By David W. Huffstetler, Commissioner

FILED: July 5, 2006

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STIPULATIONS

Counsel for both parties stipulated to the following:

1. The purpose of the hearing is to determine the issues as set forth on Peachtree Electrical Services and Builders Mutual Insurance Form 21.
2. Notice of the hearing for the claim was properly served upon all parties of interest.
3. Venue, set in Horry County is proper, as agreed by the Parties.
4. The South Carolina Workers' Compensation Commission has jurisdiction of this claim.
5. The Claimant's average weekly wage at the time of the accident at Peachtree Electrical Services was $514.84 resulting in a compensation rate of $343.24.
6. The Claimant has not filed a Form 50 against Bob Wire Electrical or S.C. Home Builders SIF alleging, a date of accident during his employ at Bob Wire Electrical.
7. To determine whether Bob Wire Electrical and S.C. Home Builders SIF has any liability under the Act.

APA SUBMISSIONS

The following items were timely and properly submitted into evidence by the Claimant pursuant to the Administrative Procedures Act.

APA #	DESCRIPTION	DATES	PAGES
1	Dr. William Mills	1/12/05	1-2
2	Operative Report	6/15/04	3-4
3	Impairment Rating by Dr. William L. Mills, Coastal Orthpaedic	5/5/05	5

The following items were timely and properly submitted into evidence by the Defendant Peachtree Electrical Services pursuant to the Administrative Procedures Act.

APA #	DESCRIPTION	DATES	PAGES
4	Med Plus (Dr. James Turek)	12/9/02-12/11/02	6-10
5	Conway Hospital	1/7/03-6/15/04	11-32
6	Coastal Orthopaedic Associates (Wilbur Mills, MD/Jeffrey Wilkins, MD)	1/2/03-3/14/03	33-96
7	Clinical Pathology Assoc.	4/22/03-6/15/04	97-98
8	Coastal Physical Therapy	1/16/03-5/15/03	99-116
9	Strand Regional Specialty Associates (Dr. Jeff Benjamin)	2/14/03	117-119
10	Waccamaw Community Hospital	3/28/03	
11	Long Bay Rehab	12/3/04	120-125
12	Dr. Luis Fernandez		
13	Dr. John Ligouri		
14	Deposition Transcript Christopher Price	12/18/03	126-158
15	Deposition Transcript Christopher Price	2/1/05	159-174
16	Deposition Transcript Christopher Price	8/30/05	175-190
17	Deposition Transcript Robert Conroy	10/12/05	191-198

The following items were timely and properly submitted into evidence by the Defendant Bob Wire Electrical pursuant to the Administrative Procedures Act.

APA #	DESCRIPTION	DATES	PAGES
18	William L. Mills, M.D.	1/20/05 – 5/5/05	199-202

EXHIBIT#	DESCRIPTION	DATES	PAGES
19	Note from Sandra Soles re: Claimant	2/10/03	203
20	Form 50	2/3/05	204
21	Motion to Add a Party and For Continuance	5/2/05	205-207
22	Transmittal Order	6/21/05	208
23	Form 30, Request for Commission Review	7/12/05	209-210
24	Motion to be Removed as Party Defendant	7/13/05	211-214
25	Letter from Office of Attorney General Re: insurance fraud complaint	9/23/05	215
26	Deposition transcript of Robert Conroy	10/12/05	216-242

STATEMENT OF THE CASE

This case is before the undersigned Commissioner pursuant to Defendant/Peachtree Electrical Services filing of a Form 21, request to stop payment of temporary total disability benefits.

Peachtree Electrical Services contends the Claimant reached maximum medical improvement on August 8, 2003, and it seeks credit for any temporary compensation paid after that date. Peachtree Electrical Services takes the position it is liable for medical treatment and permanent partial disability, although it is their position any benefits paid after an alleged injury at Bob Wire Electrical or any permanent partial disability as a result of the alleged injury is the responsibility of Bob Wire Electrical.

Per Transmittal Order, Bob Wire Electrical was added as a party on June 21, 2005. On July 12, 2005 Bob Wire Electrical appealed the Transmittal Order to have it vacated and reversed, which was found interlocutory by the Commission. Bob Wire Electrical preserves their

position they should not have been made a party to this hearing. Bob Wire Electrical further takes the position that the claim is barred by S.C. Code §42-15-40. They take the position that no claim has been brought against them by the Claimant. They further take the position that Peachtree Electrical Services should be *estopped* from seeking any reimbursement for temporary compensation or medical treatment prior to the time that their Motion was filed, on April 22, 2005, to add them as a party.

The Claimant takes the position he reached maximum medical improvement on May 5, 2005. He contends that he is permanently and totally disabled.

EVIDENCE OF THE CASE

The record includes the testimony of the Claimant, Christopher Price, as well as the aforementioned APA submissions.

At the time of the hearing, the Claimant was thirty-six (36) years old. He is divorced and has no children. The Claimant graduated from high school. He has taken some technical and nursing courses. The Claimant has worked as a warehouse foreman and health care provider. He worked as an electrician for the last six years.

On December 9, 2002 the Claimant was working for Peachtree Electrical Services at Devine's Fishhouse. While in the crawl space underneath the restaurant tracing out wire, the Claimant crashed through a hole and injured his back. Peachtree Electrical Services admitted the accident. Dr. William L. Mills was the Claimant's authorized treating physician. The Claimant complained of severe back pain and radiculopathy extending down his lower legs. The Claimant underwent a diskectomy on April 22, 2003. On July 7, 2003, Dr. Mills released the Claimant to maximum medical improvement, and the Claimant was released to return to work on August 8,

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Benjamin H. Culbertson, Circuit Court Judge

Case No. 2009-CP-22-0087

Christopher Price,.....Claimant,

v.

Peachtree Electrical Services, Inc. and
Builders Mutual Insurance Company,
Employer/Carrier,.....Respondent

v.

Bob Wire Electric, Inc. self-insured
Employer, through South Carolina
Home Builders Association IF.....Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certified that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Kirsten L Barr

Kirsten Leslie Barr
Trask & Howell, L.L.C.
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Mt. Pleasant, SC 29465
(843) 881-4228
Attorneys for the Appellants

August 6, 2010

Client	Trans Date	Tmk	HB P	C	Tc	Rate	Units	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									Commission (303) SC Workers Compensation Commission VOIDED CK# 73515	
3399.056	03/08/2007	7	A	52		1.000	36.00	36.00	Facsimile	ARCH
3399.056	03/15/2007	7	A	50		0.200	158.00	31.60	Copies	ARCH
3399.056	05/09/2007	7	A	54				15.00	Federal Express - 855827022240	ARCH
3399.056	07/03/2007	7	A	285				25.00	Clerk of Court (1887) Georgetown County Clerk of Court CK# 78524	ARCH
3399.056	07/03/2007	7	A	50		0.200	30.00	6.00	Copies	ARCH
3399.056	09/14/2007	7	A	50		0.200	75.00	15.00	Copies	ARCH
3399.056	09/14/2007	7	A	51				1.19	Long Distance	ARCH
3399.056	09/17/2007	7	A	51				0.80	Long Distance	ARCH
3399.056	12/04/2007	7	A	56		0.485	250.00	121.25	Mileage (286) Richard C. Detwiler CK# 79670	ARCH
3399.056	12/04/2007	7	A	51				0.41	Long Distance	ARCH
3399.056	12/06/2007	7	A	50		0.200	15.00	3.00	Copies	ARCH
3399.056	12/06/2007	7	A	51				0.80	Long Distance	ARCH
3399.056	12/06/2007	7	A	52		1.000	6.00	6.00	Facsimile	ARCH
3399.056	12/10/2007	7	A	51				0.41	Long Distance	ARCH
3399.056	12/27/2007	7	A	51				0.51	Long Distance	ARCH
3399.056	12/28/2007	7	A	52		1.000	6.00	6.00	Facsimile	ARCH
3399.056	02/15/2008	7	A	50		0.200	75.00	15.00	Copies	ARCH
3399.056	03/06/2008	7	A	50		0.200	2.00	0.40	Copies	ARCH
3399.056	03/14/2008	7	P	50		0.200	6.00	1.20	Copies	14
3399.056	03/20/2008	7	P	50		0.200	5.00	1.00	Copies	15
3399.056	03/26/2008	7	P	50		0.200	2.00	0.40	Copies	16
Total for Client ID 3399.056							Billable	2,373.27	Builders Mutual Insurance Company Christopher Price v. Peachtree Electrical Se	

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Billable 2,373.27

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Units	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
3399.056	05/22/2006	7	A	50		0.200	87.00	17.40	Photocopying	ARCH
3399.056	05/22/2006	7	A	50		0.200	22.00	4.40	Photocopying	ARCH
3399.056	05/22/2006	7	A	50		0.200	171.00	34.20	Photocopying	ARCH
3399.056	05/22/2006	7	A	53		0.390	1.00	14.20	Postage	ARCH
3399.056	06/02/2006	7	A	50		0.200	156.00	31.20	Photocopying	ARCH
3399.056	06/02/2006	7	A	50		0.200	176.00	35.20	Photocopying	ARCH
3399.056	06/02/2006	7	A	50		0.200	27.00	5.40	Photocopying	ARCH
3399.056	06/05/2006	7	A	51				1.30	Long distance telephone call, from ext 11, .07 hrs @ $18.57 per hour	ARCH
3399.056	06/05/2006	7	A	52		1.000	1.00	9.00	Facsimile	ARCH
3399.056	06/06/2006	7	A	56		0.450	260.00	115.70	Mileage (286) Richard C. Detwiler CK# 75419	ARCH
3399.056	06/07/2006	7	A	50		0.200	4.00	0.80	Photocopying	ARCH
3399.056	06/13/2006	7	A	52		1.000	8.00	8.00	Facsimile	ARCH
3399.056	06/13/2006	7	A	52		1.000	8.00	8.00	Facsimile	ARCH
3399.056	06/23/2006	7	A	146				25.00	SC Workers Compensation Commission (303) SC Workers Compensation Commission CK# 75598	ARCH
3399.056	06/23/2006	7	A	53		0.390	1.00	1.74	Postage	ARCH
3399.056	06/23/2006	7	A	50		0.200	18.00	3.60	Copies	ARCH
3399.056	07/18/2006	7	A	146				150.00	SC Workers Compensation Commission (303) SC Workers Compensation Commission CK# 75717	ARCH
3399.056	07/18/2006	7	A	53		0.390	1.00	7.58	Postage	ARCH
3399.056	07/20/2006	7	A	52		1.000	2.00	2.00	Long distance facsimile	ARCH
3399.056	07/20/2006	7	A	51				0.65	Long distance telephone call, from ext 11, .02 hrs @ $32.50 per hour	ARCH
3399.056	08/21/2006	7	A	54				15.00	Federal Express - 849259314380	ARCH
3399.056	08/23/2006	7	A	50		0.200	116.00	23.20	Photocopying	ARCH
3399.056	08/24/2006	7	A	52		1.000	2.00	2.00	Long distance facsimile	ARCH
3399.056	08/24/2006	7	A	51				0.33	Long distance telephone call, from ext 11, .02 hrs @ $16.50 per hour	ARCH
3399.056	08/24/2006	7	A	51				0.98	Long distance telephone call, from ext 11, .05 hrs @ $19.60 per hour	ARCH
3399.056	08/24/2006	7	A	53		0.390	1.00	2.87	Postage	ARCH
3399.056	08/28/2006	7	A	60				46.05	Court Reporter (3400) Skylet A. Morris Inv# 35165	ARCH
3399.056	09/19/2006	7	A	51				0.65	Long distance telephone call, from ext 11, .02 hrs @ $32.50 per hour	ARCH
3399.056	09/19/2006	7	A	51				0.33	Long distance telephone call, from ext 11, @ flat amount $0.33	ARCH
3399.056	09/20/2006	7	A	52		1.000	1.00	1.00	Local facsimile	ARCH
3399.056	09/22/2006	7	A	50		0.200	15.00	3.00	Photocopying	ARCH
3399.056	01/10/2007	7	A	146				-25.00	SC Workers Compensation	ARCH

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Client	Trans Date	Tmk	HB P	C	Tc	Rate	Units	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
3399.056	07/13/2005	7	A		50	0.200	8.00	1.60	Copies	ARCH
3399.056	07/15/2005	7	A		50	0.200	139.00	27.80	Photocopying	ARCH
3399.056	08/16/2005	7	A		267			200.00	Expert Witness (3084) Psychological and Training Services PA Inv# M. Price	ARCH
3399.056	08/29/2005	7	A		50	0.200	69.00	13.80	Photocopying	ARCH
3399.056	09/09/2005	7	A		51			0.33	Long distance telephone call, @ flat amount $0.33	ARCH
3399.056	09/09/2005	7	A		51			0.65	Long distance telephone call, .02 hrs @ $32.50 per hour	ARCH
3399.056	09/12/2005	7	A		53	0.370	2.00	0.74	Postage	ARCH
3399.056	09/12/2005	7	A		50	0.200	20.00	4.00	Copies	ARCH
3399.056	09/20/2005	7	A		60			125.90	Court Reporter (3125) Ryan P. Alderman Inv# 956	ARCH
3399.056	09/23/2005	7	A		51			0.33	Long distance telephone call, @ flat amount $0.33	ARCH
3399.056	09/23/2005	7	A		51			1.30	Long distance telephone call, .05 hrs @ $26.00 per hour	ARCH
3399.056	09/26/2005	7	A		50	0.200	16.00	3.20	Photocopying	ARCH
3399.056	09/26/2005	7	A		51			0.33	Long distance telephone call, @ flat amount $0.33	ARCH
3399.056	09/26/2005	7	A		53	0.370	4.00	1.94	Postage	ARCH
3399.056	09/29/2005	7	A		146			25.00	SC Workers Compensation Commission (303) SC Workers Compensation Commission CK# 73515	ARCH
3399.056	09/30/2005	7	A		50	0.200	25.00	5.00	Copies	ARCH
3399.056	10/11/2005	7	A		51			0.33	Long distance telephone call, .02 hrs @ $16.50 per hour	ARCH
3399.056	10/11/2005	7	A		51			0.33	Long distance telephone call, @ flat amount $0.33	ARCH
3399.056	10/12/2005	7	A		56	0.410	260.00	105.30	Mileage (286) Richard C. Detwiler CK# 73604	ARCH
3399.056	10/25/2005	7	A		62			164.20	Copies of Medical Records (281) Ray Swartz & Associates Inv# 111145	ARCH
3399.056	01/19/2006	7	A		56	0.450	240.00	106.35	Mileage (286) Richard C. Detwiler CK# 28441	ARCH
3399.056	01/20/2006	7	A		51			0.33	Long distance telephone call, from ext 7, .02 hrs @ $16.50 per hour	ARCH
3399.056	01/24/2006	7	A		52	1.000	1.00	1.00	Local facsimile	ARCH
3399.056	01/24/2006	7	A		52	1.000	1.00	1.00	Long distance facsimile	ARCH
3399.056	01/24/2006	7	A		51			0.65	Long distance telephone call, from ext 27, .02 hrs @ $32.50 per hour	ARCH
3399.056	01/25/2006	7	A		52	1.000	4.00	4.00	Long distance facsimile	ARCH
3399.056	05/22/2006	7	A		50	0.200	74.00	14.80	Photocopying	ARCH

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Client	Trans Date	Tmk	H P	B C	Tc	Rate	Units	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									source (2013) Executive Copies of Columbia, Inc. Inv# 6937	
3399.056	01/13/2005	7	A	50	0.200	10.00		2.00	Photocopying	ARCH
3399.056	01/17/2005	7	A	51				3.87	Long distance telephone call, .18 hrs @ $21.50 per hour	ARCH
3399.056	02/03/2005	7	A	60				43.75	Court Reporter (281) Ray Swartz & Associates Inv# 107312	ARCH
3399.056	02/28/2005	7	A	51				0.65	Long distance telephone call, .02 hrs @ $32.50 per hour	ARCH
3399.056	03/07/2005	7	A	53	0.370	1.00		4.79	Postage	ARCH
3399.056	03/10/2005	7	A	52	1.000	1.00		2.00	Facsimile	ARCH
3399.056	03/21/2005	7	A	50	0.200	31.00		6.20	Photocopying	ARCH
3399.056	03/21/2005	7	A	53	0.370	1.00		0.37	Postage	ARCH
3399.056	04/12/2005	7	A	51				0.65	Long distance telephone call, .02 hrs @ $32.50 per hour	ARCH
3399.056	04/12/2005	7	A	51				0.65	Long distance telephone call, .02 hrs @ $32.50 per hour	ARCH
3399.056	04/19/2005	7	A	53	0.370	1.00		1.06	Postage	ARCH
3399.056	04/20/2005	7	A	50	0.200	14.00		2.80	Copies	ARCH
3399.056	04/22/2005	7	A	146				25.00	S. C. Workers Compensation Commission (303) SC Workers Compensation Commission CK# 72093	ARCH
3399.056	04/22/2005	7	A	52	1.000	5.00		5.00	Local facsimile	ARCH
3399.056	04/22/2005	7	A	52	1.000	5.00		5.00	Long distance facsimile	ARCH
3399.056	04/22/2005	7	A	50	0.200	16.00		3.20	Photocopying	ARCH
3399.056	04/22/2005	7	A	57	15.000	1.00		15.00	Courier - Local	ARCH
3399.056	04/22/2005	7	A	53	0.370	3.00		1.11	Postage	ARCH
3399.056	04/26/2005	7	A	53	0.370	1.00		0.37	Postage	ARCH
3399.056	04/27/2005	7	A	50	0.200	12.00		2.40	Photocopying	ARCH
3399.056	04/27/2005	7	A	50	0.200	19.00		3.80	Photocopying	ARCH
3399.056	04/27/2005	7	A	50	0.200	20.00		4.00	Photocopying	ARCH
3399.056	04/27/2005	7	A	53	0.370	5.00		1.85	Postage	ARCH
3399.056	04/27/2005	7	A	53	0.370	1.00		0.60	Postage	ARCH
3399.056	04/27/2005	7	A	50	0.200	11.00		2.20	Copies	ARCH
3399.056	04/29/2005	7	A	50	0.200	210.00		42.00	Photocopying	ARCH
3399.056	04/29/2005	7	A	53	0.370	1.00		0.60	Postage	ARCH
3399.056	04/29/2005	7	A	53	0.370	1.00		4.65	Postage	ARCH
3399.056	04/29/2005	7	A	53	0.370	4.00		9.76	Postage	ARCH
3399.056	04/29/2005	7	A	50	0.200	29.00		5.80	Copies	ARCH
3399.056	05/02/2005	7	A	50	0.200	10.00		2.00	Photocopying	ARCH
3399.056	05/02/2005	7	A	51				0.69	Long distance telephone call, .02 hrs @ $34.50 per hour	ARCH
3399.056	05/02/2005	7	A	53	0.370	5.00		1.85	Postage	ARCH
3399.056	05/02/2005	7	A	53	0.370	2.00		1.20	Postage	ARCH
3399.056	07/12/2005	7	A	53	0.370	1.00		0.74	Postage	ARCH

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EXHIBIT B

Client	Trans Date	Tmk	HB P	C	Tc	Rate	Units	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
3399.056	11/12/2003	7	A		52			5.00	Facsimile	ARCH
3399.056	11/26/2003	7	A		51			0.65	Long distance telephone call, .02 hrs @ $32.50 per hour	ARCH
3399.056	12/02/2003	7	A		51			0.33	Long distance telephone call, .02 hrs @ $16.50 per hour	ARCH
3399.056	12/03/2003	7	A		52			4.00	Long distance facsimile	ARCH
3399.056	12/03/2003	7	A		51			2.26	Long distance telephone call, .10 hrs @ $22.60 per hour	ARCH
3399.056	12/03/2003	7	A		51			0.33	Long distance telephone call, .02 hrs @ $16.50 per hour	ARCH
3399.056	12/18/2003	7	A		56			110.60	Mileage - Travel to and from Surfside Beach for deposition. (MHW)	ARCH
3399.056	12/18/2003	7	A		52	1.000	1.00	12.00	Facsimile	ARCH
3399.056	12/23/2003	7	A		60			133.75	Court Reporter (281) Ray Swartz & Associates Inv# 101331	ARCH
3399.056	01/23/2004	7	A		52			2.00	Long distance facsimile	ARCH
3399.056	01/23/2004	7	A		51			0.33	Long distance telephone call, .02 hrs @ $16.50 per hour	ARCH
3399.056	10/19/2004	7	A		50	0.200	48.00	9.60	Photocopying	ARCH
3399.056	10/19/2004	7	A		53	0.370	7.00	2.59	Postage	ARCH
3399.056	10/19/2004	7	A		53	0.370	1.00	1.66	Postage	ARCH
3399.056	10/21/2004	7	A		62			38.00	Copies of Medical Records (2826) Med Plus	ARCH
3399.056	10/21/2004	7	A		62			18.90	Copies of Medical Records (1452) Bay Orthopaedic Associates - Christopher Price #34856	ARCH
3399.056	10/25/2004	7	A		62			78.09	Copies of Medical Records (2825) Quality Copy Acqusition Corp. - Inv. CWY-28936	ARCH
3399.056	10/25/2004	7	A		62			16.02	Copies of Medical Records (2827) Atlantic Physical Therapy & Rehab - Christopher Price 256-06-6659/N03216	ARCH
3399.056	10/29/2004	7	A		53	0.370	2.00	0.74	Postage	ARCH
3399.056	10/29/2004	7	A		53	0.370	5.00	1.85	Postage	ARCH
3399.056	10/29/2004	7	A		53	0.370	1.00	0.37	Postage	ARCH
3399.056	10/29/2004	7	A		53	0.830	1.00	0.83	Postage	ARCH
3399.056	11/01/2004	7	A		62			28.00	Copies of Medical Records (2825) Quality Copy Acqusition Corp. - Inv. WCH-5184	ARCH
3399.056	12/17/2004	7	A		51			0.65	Long distance telephone call, .02 hrs @ $32.50 per hour	ARCH
3399.056	01/11/2005	7	A		51			0.98	Long distance telephone call, .03 hrs @ $32.67 per hour	ARCH
3399.056	01/12/2005	7	A		276			53.17	Copies or Exhibits from an outside	ARCH

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Client	Trans Date	Tmk	HB P	C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									hearing.	
3399.056	04/02/2008	66	P		1	105.00	5.80	609.00	Review expense and TTD payments	42
3399.056	04/03/2008	66	P		1	105.00	5.50	577.50	Revised payment Sheet, pulled some meds for F 58/NOW	40
3399.056	04/03/2008	7	P		1	165.00	1.50	247.50	Prepared documents for Hearing Work on calculations of allocation of expenses to SCHBA; conferences with JW; work on PHB; consider legal arguments vis-a vis clincher agreement, third party settlement, etc.	48
3399.056	04/04/2008	66	P		1	105.00	6.50	682.50	Worked case for hearing.	41
3399.056	04/07/2008	73	P		1	90.00	1.50	135.00	Reconciling expense statements for reimbursement from SCHBA Began drafting memo re: equitable indemnity in the context of workers' compensation. (WAM)	49
Total for Client ID 3399.056							Billable	283.00	31,283.50	Builders Mutual Insurance Company
							Non-billable	0.80	72.00	Christopher Price v. Peachtree Electrical Se
							Total	283.80	31,355.50	

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Billable	283.00	31,283.50
Non-billable	0.80	72.00
Total	283.80	31,355.50

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Client	Trans Date	Tmk	HB P C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
3399.056	03/06/2008	7	A	1	165.00	1.00	165.00	Review Hearing Notice; letter to client; memo to paralegal; email to law clerk (instruction regarding research on attorneys fee issues).	ARCH
3399.056	03/07/2008	73	A	1	90.00	2.00	180.00	Researched ability to collect attorney fees in workers compensation case. (WAM)	ARCH
3399.056	03/07/2008	73	A	1	90.00	0.30	27.00	Conversation with attorney re: facts of case and issue to be researched. (WAM)	ARCH
3399.056	03/07/2008	66	A	1	105.00	0.40	42.00	Review file for information on payments to be made by SCHBA	ARCH
3399.056	03/12/2008	66	P	1	105.00	1.40	147.00	F 58 draft; NOW draft	28
3399.056	03/14/2008	66	P	1	105.00	1.20	126.00	Review new correspondence; discuss with RCD-instructions; amend F 58; Search for payment information	29
3399.056	03/17/2008	66	P	1	105.00	0.20	21.00	S/W Dee about file information for filing F 58	30
3399.056	03/18/2008	66	P	1	105.00	0.20	21.00	Email t/f RCD re. status of expense reports	31
3399.056	03/19/2008	66	P	1	105.00	0.30	31.50	Discussed SCHBA position with RCD	32
3399.056	03/19/2008	7	P	1	165.00	1.00	165.00	Teleconference with David Durant and Jamie Guerero; emails to and from counsel and Commissioner's administrative assistant; instructions to paralegal.	33
3399.056	03/20/2008	66	P	1	105.00	1.00	105.00	Evaluate/Review case	35
3399.056	03/21/2008	7	P	1	165.00	0.30	49.50	Email to and from Elaine Boyd and counsel.	34
3399.056	03/24/2008	66	P	1	105.00	0.20	21.00	Email t/f RCD	36
3399.056	03/24/2008	66	P	1	105.00	0.20	21.00	Calendar new hearing date and PHB/APA	37
3399.056	03/25/2008	7	P	1	165.00	0.60	99.00	Emails/instructions to paralegal; letter to John Beard of BMIC; review letter from David DuRant; letter to Jamie Guerero.	39
3399.056	03/25/2008	66	P	1	105.00	0.20	21.00	Instructions from RCD	46
3399.056	03/26/2008	73	P	1	90.00	2.20	198.00	Researched applicability of doctrine of equitable indemnity to workers comp action. (WAM)	38
3399.056	03/26/2008	66	P	1	105.00	0.20	21.00	Reviewed correspondence	47
3399.056	03/27/2008	66	P	1	105.00	1.00	105.00	General work for hearing next month	45
3399.056	03/31/2008	66	P	1	105.00	0.80	84.00	Work on expense summary	44
3399.056	04/01/2008	66	P	1	105.00	7.90	829.50	Review and work on case for	43

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									conference with Ms. Cribb; calendar new hearing date	
3399.056	10/11/2007	13 A		1		95.00	0.10	9.50	Review new hearing notice; calendar another new date	ARCH
3399.056	10/23/2007	7 A		1		145.00		0.00	Emails to and from Wanda Cribb, at Clerk of Court's office, regarding schedule for appeal.	ARCH
3399.056	10/23/2007	13 A		1		95.00	0.10	9.50	Review e-mails from Ms. Cribb and RCD and reply; calendar new date	ARCH
3399.056	10/31/2007	13 A		1		95.00	0.30	28.50	Review e-mail from Ms. Cribb regarding change in hearing date; review dockets; conference with RCD; calender for November 29.	ARCH
3399.056	11/27/2007	13 A		1		95.00	0.40	38.00	Telephone conference with Georgetown County Clerk's office; revise appellate brief; conference with RCD	ARCH
3399.056	11/28/2007	7 A		1		145.00	1.50	217.50	Revise Brief; prepare for hearing.	ARCH
3399.056	11/28/2007	13 A		1		95.00	5.00	475.00	Revise appellate brief (x2); prepare pleadings index and notebook; prepare timeline; revise pleadings index; review and add documents to index; prepare brief package and appellate file for hearing; revise and print dockets; conferences with RCD (several)	ARCH
3399.056	11/29/2007	7 A		1		145.00	9.30	1,348.50	Prepared for hearing; finalize Brief; travel to and from Georgetown for hearing (set for 2 p.m.; commenced at 4:15 p.m.)	ARCH
3399.056	12/06/2007	13 A		1		95.00	2.60	247.00	Revise proposed Order (x4); draft letter to Ms. Barr and Mr. Guerrero and fax; draft letter to Judge John	ARCH
3399.056	12/06/2007	7 A		1		145.00	1.10	159.50	Draft order; review and revise same; letter to Judge John; instructions to CRH (re: getting Order reviewed by opposing counsel, etc.)	ARCH
3399.056	01/08/2008	17 A		1		105.00	0.50	52.50	Receipt and review of Order clocked-in, but not signed; conference with RCD; letter to Clerk of Court returning Order for certification with copies to client	ARCH
3399.056	01/23/2008	66 A		1		105.00	0.20	21.00	Reviewed correspondence and filed	ARCH
3399.056	01/23/2008	7 A		1		165.00	0.30	49.50	Review executed Order; letter to client.	ARCH
3399.056	03/06/2008	66 A		1		105.00	0.40	42.00	Discussed with RCD; instructions	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								Wilson and Mr. Shivar	
3399.056	05/11/2007	7	A	1	145.00	1.10	159.50	Telephone conferences with Walt Hundley; telephone conference with Commissioner Funderburk and Walt Hundley; email to/from Rosemary Cooke and Bill Blue; prepare order; letter/emails to Rosemary Cooke	ARCH
3399.056	05/14/2007	13	A	1	95.00	0.20	19.00	Review e-mail from Mrs. Wilson; review Order and respond (x2)	ARCH
3399.056	05/15/2007	13	A	1	95.00	0.10	9.50	Calendar Notice of Appeal due date.	ARCH
3399.056	05/25/2007	13	A	1	95.00	0.10	9.50	Draft e-mail to RCD regarding appeal and review reply.	ARCH
3399.056	06/22/2007	13	A	1	95.00	0.10	9.50	Review correspondence from Ms. Guerrero.	ARCH
3399.056	07/03/2007	7	A	1	145.00	1.50	217.50	Review Order; review Notice of Appeal; dictate Motion to Dismiss Appeal (timeliness)	ARCH
3399.056	07/03/2007	13	A	1	95.00	1.90	180.50	Review SCHB Notice of Appeal; review signed Order for dates; conference with RCD; revise Motion to Dismiss Appeal; draft Certificate of Service and letter to Clerk; arrange fee payment and delivery	ARCH
3399.056	07/12/2007	13	A	1	95.00	0.10	9.50	Review e-mail from RCD; telephone call to Mr. Trask - left message	ARCH
3399.056	07/16/2007	13	A	1	95.00	0.20	19.00	Review Return to Motion to Dismiss	ARCH
3399.056	07/23/2007	7	A	1	145.00	1.00	145.00	Telephone conferences with Sun Trask (x3); review Return to Motion; review file; conference with partner about request to withdraw Motion	ARCH
3399.056	08/31/2007	13	A	1	95.00	0.20	9.50	Draft e-mail to RCD regarding type and status of hearing/brief and review reply; search and review Georgetown County roster	ARCH
3399.056	09/04/2007	13	A	1	95.00	2.40	228.00	Draft Brief of Respondent	ARCH
3399.056	09/04/2007	7	A	1	145.00	1.00	145.00	Review and revise Appellate Brief	ARCH
3399.056	09/07/2007	13	A	1	95.00	0.10	9.50	Review e-mail from RCD and Ms. Cribb of Georgetown County; calendar new hearing date.	ARCH
3399.056	09/13/2007	13	A	1	95.00	0.10	9.50	Review correspondence and judgment from Ms. Guerrero	ARCH
3399.056	10/05/2007	13	A	1	95.00	0.90	85.50	Research Georgetown County docket; draft e-mail to RCD regarding hearing change and review reply; prepare file for hearing	ARCH
3399.056	10/08/2007	13	A	1	95.00	0.40	38.00	Review docket; telephone	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								hearing; prepare documents and file for hearing	
3399.056	11/21/2006	7	A	1	145.00	4.00	580.00	Prepare for and attend review hearing	ARCH
3399.056	11/21/2006	13	A	1	95.00	0.30	28.50	Conferences with RCD; draft e-mail to Mrs. Wilson	ARCH
3399.056	01/31/2007	13	A	1	95.00	0.30	28.50	Review order; calendar claimant's appeal due date.	ARCH
3399.056	02/12/2007	13	A	1	95.00	0.10	9.50	Conference with RCD; telephone conference with Mrs. Wilson	ARCH
3399.056	02/12/2007	7	A	1	145.00	1.30	188.50	Review letter from Janet Griggs (re: Appellate Panel decision); telephone conference with Janey wilson; instructions to paralegal (re: drafting Order)	ARCH
3399.056	02/15/2007	13	A	1	95.00	1.50	142.50	Review file and Commission format for Order; begin drafting Order.	ARCH
3399.056	02/16/2007	13	A	1	95.00	2.00	190.00	Continue drafting Order.	ARCH
3399.056	02/19/2007	13	A	1	95.00	2.90	275.50	Review transcripts; continue drafting Order.	ARCH
3399.056	02/28/2007	7	A	1	145.00	2.50	362.50	Review and revise Order	ARCH
3399.056	03/01/2007	7	A	1	145.00	1.00	145.00	Work on Order	ARCH
3399.056	03/02/2007	7	A	1	145.00	2.00	290.00	Review and revise proposed Order	ARCH
3399.056	03/02/2007	13	A	1	95.00	1.90	180.50	Revise Order.	ARCH
3399.056	03/05/2007	13	A	1	95.00	2.10	199.50	Continue revision of Order; conference with RCD.	ARCH
3399.056	03/06/2007	13	A	1	95.00	1.50	142.50	Review Order; conference with RCD.	ARCH
3399.056	03/07/2007	13	A	1	95.00	2.30	218.50	Telephone conference with RCD regarding accident dates; revise Order; draft letter to SCWCC.	ARCH
3399.056	03/08/2007	13	A	1	95.00	1.00	95.00	Additional revisions; conferences with RCD (x3); fax proposed Order to all parties.	ARCH
3399.056	03/08/2007	7	A	1	145.00	1.00	145.00	Review and revise Order (again; instructions to CRH to fax to all counsel	ARCH
3399.056	03/09/2007	13	A	1	95.00	0.20	19.00	Conference with RCD; review e-mail from Mrs. Wilson and reply.	ARCH
3399.056	03/12/2007	13	A	1	95.00	0.20	19.00	Review e-mail regarding proposed Order; fax to Mr. Smith.	ARCH
3399.056	03/14/2007	13	A	1	95.00	0.90	85.50	Revise Order; draft letter to Ms. Griggs; copy to all parties	ARCH
3399.056	03/14/2007	7	A	1	145.00	0.70	101.50	Review and revise Order; finalize and forward to Ms. Griggs at SCUEF	ARCH
3399.056	05/07/2007	7	A	1	145.00	0.30	43.50	Revise signed Order; letter to Janey	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									Mrs. Wilson to Mr. Durant; conference with RCD	
3399.056	08/14/2006	13	A		1	95.00	0.10	9.50	Review hearing notice; calendar brief and hearing	ARCH
3399.056	08/21/2006	13	A		1	95.00	0.60	57.00	Draft and finalize letter to Linda Smith re reimbursement from third party claim; draft and finalize letter to Commissioner Huffstetler re: filing Consent Order	ARCH
3399.056	08/21/2006	7	A		1	145.00	0.60	87.00	Review signed clincher and settlement check; letter to client; letter to SCWCC	ARCH
3399.056	08/21/2006	13	A		1	95.00	0.20	19.00	Telephone conference with court reporter regarding transcript of hearing	ARCH
3399.056	08/22/2006	13	A		1	95.00	0.50	47.50	Review hearing transcript	ARCH
3399.056	08/23/2006	13	A		1	95.00	2.30	180.50	Review file; begin drafting brief	ARCH
3399.056	08/24/2006	13	A		1	95.00	3.10	294.50	Continue reviewing transcripts and medicals; continue drafting brief; conferences with RCD; telephone conferences with Mr. Durant and Mr. Smith; draft letter to Ms. Jacobs	ARCH
3399.056	09/01/2006	13	A		1	95.00	0.10	9.50	Telephone conference with Eugenia Hollman at SCWCC regarding status of claim	ARCH
3399.056	09/08/2006	13	A		1	95.00	0.20	19.00	Telephone conference with Amanda Young at SCWCC regarding clincher and appeal	ARCH
3399.056	09/19/2006	13	A		1	95.00	0.30	28.50	Review message from Mr. Smith's paralegal; return call - left message (x2); draft e-mail to RCD and review reply	ARCH
3399.056	09/21/2006	13	A		1	95.00	3.40	323.00	Research transcripts, pleadings and medicals; revise Appellants' Brief	ARCH
3399.056	09/22/2006	13	A		1	95.00	6.40	608.00	Revise Appellant's Brief; conferences with RCD; research additional references for four transcripts and add to brief; edit and finalize brief; draft letter to SCWCC and Certificate of Service.	ARCH
3399.056	09/26/2006	13	A		1	95.00	0.10	9.50	Review copy of correspondence from Mr. Smith to Ms. Jacobs	ARCH
3399.056	11/02/2006	13	A		1	95.00	0.10	9.50	Review hearing notice and calendar hearing date	ARCH
3399.056	11/20/2006	13	A		1	95.00	0.90	85.50	Review file; draft e-mail to RCD and reveiw reply regarding review	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								with RCD; e-mails to and from Mrs. Wilson (several)	
3399.056	06/21/2006	13	A	1	95.00	0.80	76.00	Conference with RCD; telephone conference with Mr. Land's assistant regarding social security language (x2); draft letter to Mr. Land and prepare clincher package	ARCH
3399.056	06/26/2006	7	A	1	145.00	0.20	29.00	Emails to/from Janey Wilson	ARCH
3399.056	07/05/2006	13	A	1	95.00	0.30	28.50	Review proposed Order	ARCH
3399.056	07/06/2006	13	A	1	95.00	0.40	38.00	Review e-mail from Mrs. Wilson regarding Order and reply; review newly received executed Order, scan and e-mail to Mr. Wilson and Ms. Smith; calendar Form 30	ARCH
3399.056	07/07/2006	7	A	1	145.00	0.20	29.00	Telephone conference with Janey Wilson (re: offer from claimant)	ARCH
3399.056	07/10/2006	7	A	1	145.00	1.10	159.50	Telephone conferences with David Durant; telephone conferences with Tina Hill (case settled - $50,000 payment to BMIC from third-party proceeds)	ARCH
3399.056	07/10/2006	13	A	1	95.00	0.10	9.50	Review e-mail from RCD regarding clincher and Form 30 and reply	ARCH
3399.056	07/11/2006	13	A	1	95.00	0.70	66.50	Conference with RCD; draft clincher	ARCH
3399.056	07/11/2006	7	A	1	145.00	1.40	203.00	Draft and revise proposed Consent Order/Settlement Agreement	ARCH
3399.056	07/12/2006	13	A	1	95.00	1.30	123.50	Extensive revisions to clincher (x2)	ARCH
3399.056	07/12/2006	7	A	1	145.00	1.00	145.00	Review and revise Consent Order; letter to Mr. Durant; letter to Janey Wilson	ARCH
3399.056	07/12/2006	7	A	1	145.00	0.50	72.50	Revise and finalize Consent Order/settlement	ARCH
3399.056	07/17/2006	13	A	1	95.00	1.50	142.50	Review Order and file; prepare Form 30 and begin addendum	ARCH
3399.056	07/18/2006	13	A	1	95.00	2.30	218.50	Draft Addendum to Form 30; revise Addendum; draft Certificate of Service an d letter to SCWCC; arrange fee payment; prepare 3 document packages	ARCH
3399.056	07/21/2006	7	A	1	145.00	0.20	29.00	Emails to/from Janey Wilson	ARCH
3399.056	08/03/2006	7	A	1	145.00	0.40	58.00	Emails to/from Janey Wilson; letter/fax to attorney	ARCH
3399.056	08/07/2006	17	A	1	75.00	0.20	15.00	Draft and finalize letter to David DuRant re: clincher agreement	ARCH
3399.056	08/07/2006	13	A	1	95.00	0.20	19.00	Review e-mail from RCD and Mrs. Wilson; review correspondence from	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								mail	
3399.056	05/11/2006	7	A	1	145.00	0.20	29.00	Emails to/from Janey Wilson	ARCH
3399.056	05/12/2006	7	A	1	145.00	0.20	29.00	Emails to/from Mrs. Wilson	ARCH
3399.056	05/18/2006	7	A	1	145.00	0.30	43.50	Review Hearing Notice; note conflict; email to CRH	ARCH
3399.056	05/19/2006	13	A	1	95.00	0.30	28.50	Review hearing notice; calendar hearing and brief; review e-mail from RCD regarding hearings; telephone conference with Commissioner's assistant	ARCH
3399.056	05/22/2006	7	A	1	145.00	0.70	101.50	Review and revise Form 58; instructions to CRH	ARCH
3399.056	05/22/2006	13	A	1	95.00	6.10	579.50	Conference with RCD; prepare Form 58, Notice of Witnesses and exhibits; draft Certificate of Service and letter to Commissioner; prepare three exhibit packages and transcripts; e-mail to and from Mrs. Wilson regarding new medical reports; review fax from Ms. Smith.	ARCH
3399.056	05/25/2006	13	A	1	95.00	0.20	19.00	Review file; conference with RCD regarding witnesses for hearing	ARCH
3399.056	05/26/2006	13	A	1	95.00	0.10	9.50	Review correspondence from Mr. Durant	ARCH
3399.056	05/30/2006	13	A	1	95.00	0.10	9.50	Review correspondence from Mr. Smith	ARCH
3399.056	06/01/2006	7	A	1	145.00	0.20	29.00	Telephone conference with claimant's counsel	ARCH
3399.056	06/01/2006	13	A	1	95.00	0.20	19.00	Telephone conference with Commissioner's assistant regarding hearing reset; conference with RCD	ARCH
3399.056	06/02/2006	7	A	1	145.00	0.80	116.00	Instructions to CRH; prepare for hearing; emails to/from Janey Wilson	ARCH
3399.056	06/02/2006	13	A	1	95.00	2.90	275.50	Prepare file for hearing; prepare four voluminous APA packages; conferences with RCD	ARCH
3399.056	06/02/2006	13	A	1	95.00	0.20	19.00	Review reset hearing notice; calendar new time	ARCH
3399.056	06/03/2006	7	A	1	145.00	8.50	1,232.50	Prepare for and attend hearing in Georgetown, SC	ARCH
3399.056	06/03/2006	13	A	1	95.00	0.20	19.00	Telephone conference with RCD regarding hearing; review e-mail from Mrs. Wilson regarding hearing and reply (x2)	ARCH
3399.056	06/06/2006	13	A	1	95.00	0.40	38.00	Review notes for Order; conference	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									attached pervious Form 21; scan and e-mail to Mrs. Wilson; review e-mail from Mrs. Wilson regarding Florida providers; review file and reply	
3399.056	02/02/2006	7	A	1	145.00		0.80	116.00	Telephone conferences with Mr. Durant; telephone conferences with Janey Wilson (at length)	ARCH
3399.056	02/06/2006	13	A	1	95.00		0.20	19.00	Review e-mail from Mrs. Wilson regarding Form 21 and reply; review response and reply	ARCH
3399.056	03/22/2006	7	A	1	145.00		0.20	29.00	Emails to/from Janey Wilson	ARCH
3399.056	04/10/2006	13	A	1	95.00		0.40	38.00	Review correspondence from Commissioner Funderburk; review file for pertinent documents; draft memorandum regarding inconsistencies in dates used by Commissioner	ARCH
3399.056	04/12/2006	13	A	1	95.00		0.40	38.00	Review letter from Valerie Deller; review file for relevant documents; telephone conference with Mrs. Wilson; conference with Ms. Garvy regarding check number requested	ARCH
3399.056	04/17/2006	13	A	1	95.00		0.40	38.00	Conference with RCD; revise letter to Ms. Deller; draft e-mail to Mrs. Wilson regarding current Form 18, etc.	ARCH
3399.056	04/19/2006	7	A	1	145.00		0.40	58.00	Telephone call from David Durant; telephone call to Janey Wilson	ARCH
3399.056	04/19/2006	7	A	1	145.00		0.50	72.50	Emails to/from Janey Wilson; telephone call from David Durant (at length)	ARCH
3399.056	04/19/2006	13	A	1	95.00		0.20	19.00	Review e-mail from Mrs. Wilson and reply; review and print Form 18 from Mrs. Wilson	ARCH
3399.056	04/20/2006	7	A	1	145.00		0.40	58.00	Emails to/from Janey Wilson; telephone call from Durant's assistant	ARCH
3399.056	04/20/2006	13	A	1	95.00		0.20	19.00	Review e-mails from RCD and Mrs. Wilson and reply; conference with RCD	ARCH
3399.056	04/21/2006	7	A	1	145.00		0.30	43.50	Emails to/from Janey Wilson; instructions to CRH	ARCH
3399.056	04/21/2006	13	A	1	95.00		0.20	19.00	Review e-mails (x2) and instructions from RCD and reply	ARCH
3399.056	04/26/2006	13	A	1	95.00		0.60	57.00	Draft letter to Mr. Durant; fax and	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									notes to file	
3399.056	12/02/2005	13	A		1	95.00	0.40	38.00	Review Claimant's Form 40; draft memorandum to RCD regarding Form 40 and previous Form 21; scan Form 40 and draft e-mail to Mrs. Wilson; calendar Reply	ARCH
3399.056	12/09/2005	13	A		1	95.00	0.20	19.00	Review letter from SCWCC regarding improper service of Claimant's Form 40; conference with RCD regarding Reply to Form 40	ARCH
3399.056	12/13/2005	13	A		1	95.00	0.20	19.00	Review new Form 40 and Motion from Mr. Durant.	ARCH
3399.056	01/05/2006	7	A		1	145.00	0.30	43.50	Review Hearing Notice and F.40/Motions; instructions to CRH	ARCH
3399.056	01/05/2006	13	A		1	95.00	0.30	28.50	Review hearing notice; calendar hearing; conference with RCD regarding brief/work to be done	ARCH
3399.056	01/17/2006	13	A		1	95.00	0.70	66.50	Conference with RCD; prepare file for hearing	ARCH
99.056	01/18/2006	7	A		1	145.00	6.50	942.50	Travel to/from Conway; prepare for and attend F.40 Motions hearing before Commissioner Funderburk; telephone call to Janey Wilson	ARCH
3399.056	01/19/2006	7	A		1	145.00	0.30	43.50	Telephone conference with Janey Wilson	ARCH
3399.056	01/24/2006	17	A		1	75.00	0.70	52.50	Instructions from RCD; re-draft Order; telephone conference with David Durant re: redrafting of Order to incorporate RCD's changes	ARCH
3399.056	01/24/2006	7	A		1	145.00	1.50	217.50	Review proposed Order received from Mr. DuRant; review/redraft Order; conference with DMH (re: Commissioner Funderburk); letters (x2) to Commissioner Funderburk; letter to Messrs. DuRant and Smith	ARCH
3399.056	01/24/2006	13	A		1	95.00	0.20	19.00	Telephone conference with Mr. Durant; conference with RCD regarding Order	ARCH
3399.056	01/25/2006	17	A		1	75.00	0.60	45.00	Revise and finalize Order; letter to David DuRant and Andy Smith forwarding a draft of same to them; letter to Commissioner Funderburk forwarding same to him for execution	ARCH
3399.056	02/02/2006	13	A		1	95.00	0.70	66.50	Telephone conference with RCD; draft letter to Ms. Griggs copy and	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								teleconference with Jeannie of Attorney Durant's office regarding rescheduling deposition of BobWire Electric; prepared 2nd Amended Notice of Deposition, Certificate of Service, and cover letter; calendared same.	
3399.056	09/28/2005	13	A	1	85.00	0.30	25.50	Review e-mails from RCD and Mrs. Wilson and reply (x3).	ARCH
3399.056	09/28/2005	7	A	1	135.00	0.80	108.00	Emails to/from Mrs. Wilson; telephone conference with Mrs. Wilson; review F.17; instructions to CRH	ARCH
3399.056	09/29/2005	13	A	1	85.00	1.50	127.50	Review and print Form 17 from Mrs. Wilson; draft letter to Mr. Durant regarding Form 17; revise Form 21; arrange fee payment; draft Certificate of Service and letter to Ms. Griggs.	ARCH
3399.056	09/29/2005	7	A	1	135.00	1.00	135.00	Review and revise F.21; telephone conference with Mrs. Wilson; instructions to CRH	ARCH
3399.056	10/04/2005	13	A	1	75.00	0.50	37.50	Began organizing file in preparation of deposition on 10/12/05.	ARCH
3399.056	10/11/2005	13	A	1	75.00	0.60	45.00	Reviewed file; left message to call Marcy in Attorney Smith's Office; telephone conference with Jeannie in Attorney Durant's office regarding confirmation deposition for tomorrow, October 12, 2005; Telephone conference with Ray Schwartz and Associates regarding same.	ARCH
3399.056	10/11/2005	13	A	1	85.00	0.40	34.00	Instructions to CPY regarding 30(b)(6) deposition; telephone conference with RCD regarding deposition.	ARCH
3399.056	10/11/2005	13	A	1	75.00	0.50	37.50	Completed organization of file for deposition on 10/12/05.	ARCH
3399.056	10/12/2005	7	A	1	135.00	7.00	945.00	Prepare for deposition; to/from Surfside Beach for deposition of Bob Conroy of Bob Wire Electric	ARCH
3399.056	10/24/2005	7	A	1	145.00	0.40	58.00	Telephone call from David Durant; telephone conference with Janey Wilson	ARCH
3399.056	10/25/2005	7	A	1	145.00	0.20	29.00	Telephone call to David Durant;	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								30(b)(6) depositions	
3399.056	08/29/2005	13	A	1	85.00	1.00	85.00	Prepare file for claimant's deposition being taken by Bob Wire; telephone conferences with assistants of both opposing attorneys; conference with RCD	ARCH
3399.056	08/30/2005	7	A	1	135.00	2.00	270.00	Prepare for and take telephone deposition of Christopher Price; telephone conference with Janey Wilson; instructions to CRH (to file F.21); conferences with CRH	ARCH
3399.056	08/30/2005	13	A	1	85.00	0.90	76.50	Review file for Form 17's and Form 18's; conference with RCD; prepare Form 21	ARCH
3399.056	09/09/2005	13	A	1	75.00	0.20	15.00	Left message to call Marcy, Attorney Smith's assistant and Jeannie, Attorney Durant's assistant regarding rescheduling Bob Wire Electric's 30(b) (6) deposition.	ARCH
3399.056	09/09/2005	13	A	1	75.00	0.20	15.00	Teleconference with Marcy of Attorney Smith's office regarding possible dates for Bob Wire Electric's deposition.	ARCH
3399.056	09/12/2005	13	A	1	75.00	0.70	52.50	Prepare and serve Amended Notice of Deposition, Certificate of Service and letter to opposing counsel.	ARCH
3399.056	09/12/2005	13	A	1	75.00	0.20	15.00	Teleconference with Jeannie of Attorney Durant's office regarding rescheduling of Bob Wire's 30(b)(6) deposition.	ARCH
3399.056	09/12/2005	13	A	1	75.00	0.20	15.00	Emails to and from CRH regarding instructions on file.	ARCH
3399.056	09/14/2005	7	A	1	135.00	0.30	40.50	Telephone conference with Janey Wilson	ARCH
3399.056	09/22/2005	13	A	1	75.00	0.50	37.50	Left message to call Marcy in Attorney Smith's office regarding rescheduling BobWire Electric's 30 (b)(6) deposition; teleconference with Jeannie of Attorney Durant's office regarding possible dates for rescheduling deposition; teleconference with Ray Schwartz & Assoc. regarding canceling court reporter for Tuesday, 9/27.	ARCH
3399.056	09/26/2005	13	A	1	75.00	0.60	45.00	Teleconference with Marcy of Attorney Smith's office and	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
3399.056	06/04/2005	7	A		1	135.00	1.00	135.00	Wilson; telephone conference with John Land; review Dr. Heyl's report Review fax letter from Mr. Land; instructions to paralegal; letter to Janey Wilson; letter to Maxine Bailey	ARCH
3399.056	06/20/2005	13	A		1	85.00	0.50	42.50	Review new Form 18; draft Form 21; draft e-mail to Mrs. Wilson regarding Form 17	ARCH
3399.056	06/22/2005	13	A		1	85.00	0.20	17.00	Review Transmittal Order; copy and send to Mrs. Wilson and Ms. Smith	ARCH
3399.056	06/23/2005	7	A		1	135.00	0.30	40.50	Review Order granting Motion to Add Bob Wire Electric/SCHBA; forward to Janey Wilson	ARCH
3399.056	07/01/2005	7	A		1	135.00	0.30	40.50	Emails to/from Mrs. Wilson re: contacts with insured	ARCH
3399.056	07/12/2005	13	A		1	85.00	0.20	17.00	Telephone conference with Mr. Smith's assistant; calendar deposition date	ARCH
3399.056	07/14/2005	13	A		1	85.00	0.30	25.50	Review Form 30 and correspondence from Mr. Trask; draft cover and fax and mail to MRs. Wilson and Ms. Smith.	ARCH
3399.056	07/15/2005	7	A		1	135.00	1.00	135.00	Review letters, motions, F.30 and deposition notice from SCHBA attorney; letter to Herman Lightsey; letter to Janey Wilson	ARCH
3399.056	07/20/2005	13	A		1	85.00	0.10	8.50	Review correspondence from Amanda Young.	ARCH
3399.056	08/23/2005	7	A		1	135.00	1.20	162.00	Review letter from Bob Wire's attorney; subpoena to Bob Wire; 30(b)(6) deposition of Bob Wire representative; letter to Attorney	ARCH
3399.056	08/25/2005	17	A		1	75.00	1.20	90.00	Drafting and finalizing Notice of 30(b)(6) Deposition, Deposition Subpoena, Subpoena for Documents, Certificate of Service and letter to counsel of record serving same	ARCH
3399.056	08/25/2005	7	A		1	135.00	0.80	108.00	Instructions to CRH; dictate Subpoena for records to Bob Wire Electric; dictate Rule 30(b)(6) Deposition Notice and Subpoena; review, revise and execute Notice and Subpoenas	ARCH
3399.056	08/25/2005	13	A		1	85.00	0.20	17.00	Conference with DMH regarding	ARCH

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Client	Trans Date	Tmk	HB P	C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									Party and for Continuance; letter to Herman Lightsey	
3399.056	04/21/2005	19	A		1	125.00	1.00	125.00	Review file and deposition transcripts; dictate Motion to Add Party	ARCH
3399.056	04/25/2005	7	A		1	135.00	2.00	270.00	Telephone call from David Durant; review fax from Durant; fax to Mrrs. Wilson; letter to Mrs. Wilson; review medicals; telephone conference with Mrs. Wilson; review and revise Form 51 (Amended)	ARCH
3399.056	04/26/2005	13	A		1	75.00	0.50	37.50	Researched SC Secretary of State website regarding status of Bob Wire Electric, Inc. as a valid corporation.	ARCH
3399.056	04/26/2005	13	A		1	75.00	0.60	45.00	Drafted, finalized and served subpoena to Christopher Price regarding tax returns, etc.	ARCH
3399.056	04/27/2005	13	A		1	75.00	0.10	7.50	Email to RCD regarding service of amended Form 51.	ARCH
3399.056	04/27/2005	13	A		1	75.00	1.20	90.00	Finalized, filed and served Amended Form 51.	ARCH
3399.056	04/27/2005	7	A		1	135.00	0.50	67.50	Telephone call from David Durant; email to Janey Wilson	ARCH
3399.056	04/27/2005	13	A		1	85.00	1.20	102.00	Review two deposition transcripts; prepare Form 58; conference with RCD	ARCH
3399.056	04/27/2005	13	A		1	85.00	1.00	85.00	Review letter from Ms. Bennett at SCWCC; conference with RCD; telephone conference with Ms. Bennett; revise Certificate of Service and serve new parties with Motion to Add Party	ARCH
3399.056	04/28/2005	13	A		1	75.00	0.80	60.00	Drafted portion of Pre-Trial Brief and Notice of Witnesses.	ARCH
3399.056	04/28/2005	13	A		1	75.00	0.20	15.00	Email to RCD re: Form 58 and NOW	ARCH
3399.056	04/29/2005	13	A		1	75.00	1.50	112.50	Continued drafting Pre-Trial Brief.	ARCH
3399.056	04/29/2005	13	A		1	75.00	0.80	60.00	Finalized, filed and served Pre-Trial Brief and Notice of Witnesses.	ARCH
3399.056	04/29/2005	13	A		1	85.00	0.40	34.00	Conference with CPY regarding issues for pre-hearing brief	ARCH
3399.056	05/02/2005	13	A2		1	75.00	0.40	30.00	Re-served Motion to Add and for Continuance and Amended Form 51 on Bob Wire Electric, Inc.	ARCH
3399.056	06/03/2005	7	A		1	135.00	1.50	202.50	Review file and prepare for deposition; emails to/from Janey	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									Mills' prior referral for pain management; dictate letter to Attorney Durant regarding refusal to authorize pain management in Florida.	
3399.056	03/17/2005	19	A		1	125.00	0.30	37.50	Teleconference from Attorney Durant regarding continuing pain management; e-mail to Mrs. Wilson to advise of same.	ARCH
3399.056	04/05/2005	13	A		1	75.00	0.40	30.00	Letter to Mrs. Wilson enclosing deposition transcript of Christopher Price	ARCH
3399.056	04/07/2005	19	A		1	125.00	0.10	12.50	Review hearing notice.	ARCH
3399.056	04/07/2005	13	A		1	75.00	0.40	30.00	Letter to Mrs. Wilson enclosing Hearing Notice.	ARCH
3399.056	04/08/2005	19	A		1	125.00	0.20	25.00	Review file; prepare memorandum regarding current status of claim.	ARCH
3399.056	04/12/2005	19	A		1	125.00	0.40	50.00	Review e-mail and telephone message from Mrs. Wilson regarding claimant's; review file regarding surgery dates; telephone message to Attorney Saleeby regarding claimant's affidavit; respond to e-mail from Mrs. Wilson.	ARCH
3399.056	04/12/2005	19	A		1	125.00	0.40	50.00	Teleconference from Mrs. Wilson regarding intervening accident and records thereof; teleconference with Attorney Saleeby regarding copy of claimant's deposition in third party action.	ARCH
3399.056	04/18/2005	19	A		1	125.00	0.60	75.00	Review claimant's deposition transcript in third party action; exchange e-mail with Mrs. Wilson regarding same.	ARCH
3399.056	04/18/2005	19	A		1	125.00	0.60	75.00	Review claimant's deposition transcript in third party action; exchange e-mail with Mrs. Wilson regarding same.	ARCH
3399.056	04/21/2005	13	A		1	75.00	0.20	15.00	Telephone conference with Tammie Brasfield of SCWCC regarding coverage information for Bob Wire, Inc.	ARCH
3399.056	04/21/2005	7	A		1	135.00	0.30	40.50	Conference with Mr. Wyman (re: new injury, etc.); instructions to MHW	ARCH
3399.056	04/21/2005	7	A		1	135.00	1.00	135.00	Review and revise Motion to Add	ARCH

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Client	Trans Date	Tmk	HB P C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								from Mrs. Wilson regarding pain management and settlement issues.	
3399.056	02/24/2005	13	A	1	85.00	0.20	17.00	Review faxes from Mrs. Wilson	ARCH
3399.056	02/28/2005	19	A	1	125.00	0.10	12.50	Review and respond to e-mail from Mrs. Wilson regarding contact with Attorney Durant and settlement issues.	ARCH
3399.056	02/28/2005	19	A	1	125.00	0.50	62.50	Review file and prior correspondence with Mrs. Wilson regarding settlement; telephone message Attorney Durant regarding settlement.	ARCH
3399.056	02/28/2005	19	A	1	125.00	0.20	25.00	Teleconference from Attorney Durant regarding continued medication and settlement.	ARCH
3399.056	02/28/2005	19	A	1	125.00	0.20	25.00	Review medical record from Doctor Wilkins evaluation; faxed by Attorney Durant.	ARCH
3399.056	02/28/2005	19	A	1	125.00	0.10	12.50	E-mail to Mrs. Wilson about my contact with Attorney Durant regarding settlement.	ARCH
3399.056	03/02/2005	13	A	1	85.00	0.20	17.00	Review Form 50 and file; draft e-mail to Mrs. Wilson re: Form 17	ARCH
3399.056	03/02/2005	13	A	1	85.00	1.10	93.50	Prepare Form 51; Certificate of Service; letter; conference with MHW	ARCH
3399.056	03/04/2005	19	A	1	125.00	0.10	12.50	Conference with CRH re: Form 51 and Form 21	ARCH
3399.056	03/07/2005	13	A	1	85.00	0.50	42.50	Revise Form 51; Certificate of Service and letter	ARCH
3399.056	03/07/2005	19	A	1	125.00	0.10	12.50	Review Dr. Mills' record re: rating	ARCH
3399.056	03/07/2005	19	A	1	125.00	0.20	25.00	Conference with RCD re: disability; review, revise and execute Form 51 accordingly	ARCH
3399.056	03/07/2005	19	A	1	125.00	0.10	12.50	Review Index Report	ARCH
3399.056	03/09/2005	19	A	1	125.00	0.30	37.50	Review service of Form 50 from WCC; dictate letter to same enclosing previously filed and served Form 51 with Certificate of Service.	ARCH
3399.056	03/10/2005	19	A	1	125.00	0.10	12.50	Review medical record from Doctor Mills.	ARCH
3399.056	03/16/2005	19	A	1	125.00	0.30	37.50	Teleconference from Mrs. Wilson regarding Doctor Mills pain management referral.	ARCH
3399.056	03/16/2005	19	A	1	125.00	0.40	50.00	Review medical records regarding	ARCH

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Client	Trans Date	Tmk	HB PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
								from Mrs. Wilson regarding settlement.	
3399.056	02/08/2005	7	A2	1	135.00	0.20	27.00	Emails to/from Mrs. Wilson	ARCH
3399.056	02/08/2005	13	A	1	85.00	0.20	17.00	Review Form 50, calendar Form 51	ARCH
3399.056	02/09/2005	19	A	1	125.00	0.10	12.50	Review and respond to e-mail from Mrs. Wilson regarding Form 17 offer and possibility of filing a Form 21.	ARCH
3399.056	02/09/2005	19	A	1	125.00	0.20	25.00	Review Attorney Durant settlement demand in preparation for response.	ARCH
3399.056	02/09/2005	19	A	1	125.00	0.50	62.50	Brief review of Section 42-9-30 regarding P&T awards to the back; dictate counter-offer to Attorney Durant.	ARCH
3399.056	02/09/2005	13	A	1	85.00	0.30	25.50	Review faxes from Mrs. Wilson; draft e-mail and review response (x2)	ARCH
3399.056	02/10/2005	19	A	1	125.00	0.30	37.50	Review and respond to e-mail (x2) from Mrs. Wilson regarding stopping payment; review Form 17 offered to Attorney Durant.	ARCH
3399.056	02/10/2005	19	A	1	125.00	0.10	12.50	Review and revise settlement offer to Attorney Durant.	ARCH
3399.056	02/14/2005	19	A	1	125.00	0.10	12.50	Review e-mail from Mrs. Wilson regarding contact with Attorney DuRant and settlement.	ARCH
3399.056	02/14/2005	19	A	1	125.00	0.10	12.50	Review TTD checks copied to claimant's counsel.	ARCH
3399.056	02/14/2005	13	A	1	85.00	0.20	17.00	Review e-mails; conference with MHW	ARCH
3399.056	02/16/2005	19	A	1	125.00	0.20	25.00	Review and respond to e-mail (x2) from Mrs. Wilson regarding Doctor Wilkin's rating.	ARCH
3399.056	02/16/2005	7	A	1	135.00	0.20	27.00	Email from Mrs. Wilson; forward to CRH	ARCH
3399.056	02/19/2005	19	A	1	125.00	0.10	12.50	Review and respond to e-mail from Mrs. Wilson regarding pain management treatment for claimant in Florida.	ARCH
3399.056	02/23/2005	19	A	1	125.00	0.40	50.00	Review e-mail from Mrs. Wilson regarding pain management; review medical records for recommendation of same; respond to e-mail from Mrs. Wilson.	ARCH
3399.056	02/24/2005	19	A	1	125.00	0.20	25.00	Review faxed Form 50 and medical records from Mrs. Wilson.	ARCH
3399.056	02/24/2005	19	A	1	125.00	0.30	37.50	Review and respond to e-mail (x2)	ARCH

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Client	Trans Date	Tmk	HB P C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
3399.056	02/01/2005	13	A	1	85.00	0.50	42.50	Mrs. Wilson regarding settlement. Review e-mail from Mrs. Wilson regarding correspondence from Mr. Durant; review faxed correspondence and reply to Mrs. Wilson; review second e-mail and second fax with Dr. Ahearn's report and reply to e-mails; conferences with MHW	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.20	25.00	Review faxed medical record of Doctor Ahearn from Attorney Durant; Review and respond to email from Mrs. Wilson regarding same.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.30	37.50	Review file for FCE and work restrictions post-surgery.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.10	12.50	Email to Mrs. Wilson regarding same.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.10	12.50	Review and respond to email from Mrs. Wilson regarding FCE.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.20	25.00	Telephone call from Mrs. Wilson regarding settlement and treatment.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.30	37.50	Review and respond to emails (x3) from Mrs. Wilson regarding FCE and settlement.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.20	25.00	Review FCE; Email to Mrs. Wilson regarding restrictions.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.10	12.50	Review offer from Mrs. Wilson to Attorney Durant.	ARCH
3399.056	02/02/2005	19	A	1	125.00	0.50	62.50	Review deposition transcript regarding limitations and possible alternate occupational avenues for claimant.	ARCH
3399.056	02/02/2005	13	A	1	85.00	0.40	34.00	Review and print e-mail from Mrs. Wilson regarding various settlement scenarios; review e-mail from MHW; review file for pertinent documents; telephone conferences with court reporters	ARCH
3399.056	02/07/2005	19	A	1	125.00	0.50	62.50	Review new Form 50 requesting permanent and total disability and life time medical treatment; calendar Form 51 due date; instructions to CRH regarding preparation of Form 51.	ARCH
3399.056	02/08/2005	19	A	1	125.00	0.20	25.00	Review and response to e-mail (x2)	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									regarding subpoena response to defense Attorney in third-party suit.	
3399.056	12/21/2004	13	A		1	75.00	0.10	7.50	Draft email to MHW regarding instructions on third-party subpoena.	ARCH
3399.056	01/03/2005	19	A		1	125.00	0.20	25.00	Review letter from Mrs. Wilson to Attorney Durant regarding Form 17; review medical record releasing claimant to work; instruction to CRH regarding FCE.	ARCH
3399.056	01/10/2005	19	A		1	125.00	1.40	175.00	Review file from Mrs. Wilson regarding privileged materials for response to third party subpoena.	ARCH
3399.056	01/10/2005	19	A		1	125.00	0.10	12.50	Email to Mrs. Wilson regarding subpoena documents.	ARCH
3399.056	01/11/2005	43	A		1	75.00	0.30	22.50	Bates label documents for production.	ARCH
3399.056	01/11/2005	19	A		1	125.00	0.10	12.50	Review and respond to email from Mrs. Wilson regarding subpoena request.	ARCH
99.056	01/11/2005	19	A		1	125.00	0.30	37.50	Review and respond to email from Mrs. Wilson regarding subpoena response and attendance at third party deposition; Telephone call to Attorney Saleeby regarding same.	ARCH
3399.056	01/12/2005	43	A		1	75.00	0.50	37.50	Bates label documents for production.	ARCH
3399.056	01/12/2005	19	A		1	125.00	0.10	12.50	Instruction to CRH regarding privilege log.	ARCH
3399.056	01/12/2005	19	A		1	125.00	0.20	25.00	Dictate detailed cover letter to Attorney Saleeby for subpoena response.	ARCH
3399.056	01/12/2005	19	A		1	125.00	0.30	37.50	Review and revise privilege log; Review privileged documents.	ARCH
3399.056	01/13/2005	13	A		1	85.00	3.90	331.50	Conference with MHW; review labeled documents for privilege; draft privilege log; conference with MHW; revise privilege log; revise letter to Mr. Saleeby and prepare document package	ARCH
3399.056	01/17/2005	19	A		1	125.00	0.30	37.50	Telephone call to Attorney Saleeby regarding status of claim and depositions.	ARCH
3399.056	02/01/2005	19	A		1	125.00	0.20	25.00	Review faxed medical record and settlement demand from Attorney Durant.	ARCH
3399.056	02/01/2005	19	A		1	125.00	0.20	25.00	Review and respond to email from	ARCH

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Client	Trans Date	Tmk	HB P	C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
									addresses of providers; draft subpoenas and letters to Waccamaw Hospitals; Clinical Consults; William L. Mills; and Ahearn A. Mason.	
3399.056	11/01/2004	13 A		1		75.00	0.40	30.00	Review medicals from Bay Orthopedic Associates and Atlantic Physical Thearpy; tab pertinent information for attorney review; index and tab to file.	ARCH
3399.056	11/03/2004	19 A		1		125.00	0.40	50.00	Review medical records from Waccamaw Hospital and Dr. Ahearn	ARCH
3399.056	11/05/2004	13 A		1		85.00	0.30	25.50	Review new medicals	ARCH
3399.056	11/08/2004	19 A		1		125.00	0.10	12.50	Review email from Mrs. Wilson regarding third party subpoena.	ARCH
3399.056	11/08/2004	19 A		1		125.00	0.10	12.50	Review medical record from Dr. Kopera.	ARCH
3399.056	11/09/2004	13 A		1		75.00	0.90	67.50	Review records from Coastal Orthopaedics and Bay Orthopaedics. Prepare to draft to medical summary and index and tab to file.	ARCH
3399.056	11/18/2004	13 A		1		85.00	0.20	17.00	Review new medicals	ARCH
3399.056	11/22/2004	13 A		1		75.00	0.40	30.00	Review records from William Mills, M.D., and James Turek, M.D., ; index and tab to file. Prepare to draft to medical summary for attorney review.	ARCH
3399.056	11/30/2004	13 A		1		75.00	1.20	90.00	Review records from Mason Ahearn, M.D., Georgetown Hospital, and Atlantic Physical Therapy. Tab pertinent information to draft to medical summary and for attorney review; tab and index documents to file.	ARCH
3399.056	12/06/2004	13 A		1		75.00	0.90	67.50	Collate medical documents, begin sorting and duplicate pull. Organize documents and draft medical index. Index and organize to file.	ARCH
3399.056	12/07/2004	13 A2		1		75.00	0.20	15.00	Draft letter to adjuster with Notice of Claim form.	ARCH
3399.056	12/13/2004	19 A		1		125.00	0.10	12.50	Review Form 18.	ARCH
3399.056	12/17/2004	19 A		1		125.00	0.10	12.50	Telephone message to Mrs. Wilson regarding third-party suit and settlement.	ARCH
3399.056	12/17/2004	19 A		1		125.00	0.30	37.50	Telephone call to Mrs. Wilson	ARCH

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Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
3399.056	09/16/2004	19	A		1	125.00	0.30	37.50	Review medical records and ratings for preparation of F.21	ARCH
3399.056	09/23/2004	19	A		1	125.00	0.30	37.50	Exchange several emails with Mrs. Wilson regarding claimants treatment status.	ARCH
3399.056	09/27/2004	13	A		1	75.00	0.50	37.50	Review file; review new correspondence and attorney notes; brief review of medical records sent by adjuster with file and list all providers and employers to subpoena . Organize, index, and tab new documents to file.	ARCH
3399.056	10/18/2004	19	A		1	125.00	0.20	25.00	Review and execute subpoenas (x 7)	ARCH
3399.056	10/18/2004	13	A		1	75.00	2.10	157.50	Draft (x7) subpoenas and letter to providers for updates.	ARCH
3399.056	10/18/2004	13	A		1	75.00	0.20	15.00	Index and update file; organize and include new correspondence.	ARCH
3399.056	10/22/2004	13	A		1	75.00	0.20	15.00	Telephone call from nurse for patient information; return call regarding specific information requested.	ARCH
3399.056	10/22/2004	19	A		1	125.00	0.10	12.50	Telephone call from Conway Radiology re: medical records	ARCH
3399.056	10/22/2004	13	A		1	75.00	0.20	15.00	Call from Atlantic (x2) regarding information needed to process subpoena.	ARCH
3399.056	10/22/2004	19	A		1	125.00	0.10	12.50	Telephone call from Conway Radiology re: medical records	ARCH
3399.056	10/26/2004	19	A		1	125.00	0.80	100.00	Review surgical records; instructions to AES re: follow-up	ARCH
3399.056	10/26/2004	19	A		1	125.00	0.10	12.50	Review Atlantic Physical Therapy records	ARCH
3399.056	10/26/2004	19	A		1	125.00	0.10	12.50	Review and respond to emails from Mrs. Wilson re: Attorney Saleeby Subpoena	ARCH
3399.056	10/28/2004	19	A		1	125.00	0.10	12.50	Instructions to AES re: medical records and summary	ARCH
3399.056	10/28/2004	19	A		1	125.00	0.10	12.50	Review and execute Subpoenas	ARCH
3399.056	10/28/2004	13	A		1	75.00	0.20	15.00	Draft SIF Letter.	ARCH
3399.056	10/28/2004	13	A		1	75.00	0.80	60.00	Review medical records from Med Plus and Medical notes from Conway Medical Center. Prepare to draft to summary; draft new medical index and tab to file.	ARCH
3399.056	10/28/2004	13	A		1	75.00	1.60	120.00	Instructions from MHW; research	ARCH

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Client	Trans Date	Tmk	HB P C	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company									
3399.056	12/17/2003	19	A	1	110.00	0.80	88.00	Prepare outline for claimant's deposition	ARCH
3399.056	12/18/2003	19	A	1	110.00	7.10	781.00	Travel to Surfside Beach; take claimant's deposition	ARCH
3399.056	12/19/2003	19	A	1	110.00	0.20	22.00	Conference with RCD re: TTD payments issues	ARCH
3399.056	12/24/2003	19	A	1	110.00	0.60	66.00	Review file; lengthy email to Mrs. Wilson re: deposition testimony and resumption of TTD benefits	ARCH
3399.056	12/30/2003	19	A	1	110.00	0.50	55.00	Review claimant's deposition transcript	ARCH
3399.056	01/02/2004	13	A	1	75.00	0.40	30.00	Conference with MHW; review file and fax Form 17 and medicals of Dr. Benjamin to Mrs. Wilson; draft e-mail to Mrs. Wilson and review reply	ARCH
3399.056	01/02/2004	19	A	1	110.00	0.40	44.00	Review and respond to emails from Ms. Wilson re: TTD	ARCH
3399.056	01/02/2004	19	A	1	110.00	0.30	33.00	Review and respond to emails from Mrs. Wilson re: Form 18 and fines	ARCH
3399.056	01/05/2004	13	A	1	75.00	0.40	30.00	Telephone conference with Mr. Durant's assistant regarding TTD; conference with MHW; review e-mails to/from Mrs. Wilson; draft e-mail to Mrs. Wilson regarding TTD	ARCH
3399.056	01/05/2004	19	A	1	110.00	0.20	22.00	Review email and Form 18 from Mrs. Wilson	ARCH
3399.056	01/05/2004	19	A	1	110.00	0.10	11.00	Review Form 18 and email from Mrs. Wilson	ARCH
3399.056	01/12/2004	19	A	1	110.00	0.60	66.00	Review Surveillance Tape; email to Mrs. Wilson re: same	ARCH
3399.056	01/23/2004	19	A	1	110.00	0.20	22.00	Review fax from Mrs. Wilson re: Form 15 III; telephone message to Attorney Durant	ARCH
3399.056	01/23/2004	19	A	1	110.00	0.20	22.00	Prepare fax to Attorney Durant re: Form 15 III	ARCH
3399.056	01/23/2004	19	A	1	110.00	0.20	22.00	Prepare fax to Attorney Durant re: same	ARCH
3399.056	02/09/2004	13	A	1	55.00	0.50	27.50	Draft SIF letter.	ARCH
3399.056	03/10/2004	19	A	1	125.00	0.20	25.00	Telephone call from Attorney Connell's office re: rescheduling deposition	ARCH
3399.056	05/18/2004	19	A	1	125.00	0.10	12.50	Review Notice of Third Party Claim	ARCH
3399.056	08/23/2004	19	A	1	125.00	0.80	100.00	Review file regarding status; Instructions to CRH regarding follow-up with WCC on Form 15 III.	ARCH

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Detail Fee Transaction File List

Callison Tighe & Robinson, LLC

EXHIBIT A

Client	Trans Date	Tmk	HB	PC	Tc	Rate	Hours to Bill	Amount		Ref
Client ID 3399.056 Builders Mutual Insurance Company										
3399.056	11/07/2003	13	A		1	75.00	0.10	7.50	Review e-mail from Mrs. Wilson and reply.	ARCH
3399.056	11/11/2003	13	A		1	75.00	2.30	172.50	Review, collate and tab new file documents; draft e-mail to Mrs. Wilson and review reply (x3); extensive review of medicals; begin preparing letters and subpoenas to providers.	ARCH
3399.056	11/14/2003	7	A		1	125.00	1.50	187.50	Review new file; instructions to paralegal; telephone conference with Janey Wilson	ARCH
3399.056	11/25/2003	19	A		1	110.00	2.20	242.00	Initial review of file; including numerous medical records; prepare notes re: same	ARCH
3399.056	11/26/2003	19	A		1	110.00	0.40	44.00	Conference with RCD re: F.21 and F.17; review correspondence to F.17's; telephone message to Attorney Durant	ARCH
3399.056	12/03/2003	19	A		1	110.00	0.80	88.00	Telephone call from Attorney Durant re: Form 17 and claimant's reinjury; email to Mrs. Wilson re: same; review new medical reports; telephone call to Mrs. Wilson re: new medicals and claimant's deposition; telephone message to Attorney Durant re: same	ARCH
3399.056	12/05/2003	13	A		1	75.00	1.70	127.50	Telephone conference with Mr. Durant's assistant; tickle and calendar new deposition date; prepare Notice of Deposition; Certificate of Service and letter to SCWCC.	ARCH
3399.056	12/08/2003	19	A		1	110.00	0.30	33.00	Brief review of file; review and respond to Mrs. Wilson's email re: authorization for MRI	ARCH
3399.056	12/09/2003	13	A		1	75.00	0.40	30.00	Telephone conference with Mr. Durant; telephone conferences with Mr. Durant's assistant (x3); conference with MHW regarding deposition.	ARCH
3399.056	12/16/2003	13	A		1	75.00	0.50	37.50	Draft revised Notice of Deposition.	ARCH
3399.056	12/17/2003	13	A		1	75.00	0.90	67.50	Telephone conferences with court reporter and Mr. Durant's assistant; prepare file for deposition.	ARCH
3399.056	12/17/2003	19	A		1	110.00	1.50	165.00	Review file in preparation for claimant's deposition	ARCH

KCI

Further, deponent sayeth naught.

Richard C. Detwiler
Attorney for Employer and Carrier

SWORN TO AND SUBSCRIBED
before me this 8th day of April, 2008

Notary Public for South Carolina (L.S.)
My commission expires: 2-2-09

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and workers' compensation. Both my firm and I, individually, are rated "AV" by Martindale-Hubbell, its highest rating, indicating "Very High to Preeminent" legal abilities and "Very High" general ethical standards.

2. I am the attorney of record for the Employer and Carrier in the above-captioned action. The services rendered in this matter have been performed by me or under my direction. My billing rates for this matter have been $125.00 to $165.00 per hour over the life of the case. Others have billed at lower rates. With regard to this matter, we have incurred $31,283.50 in fees and $2,373.27 in costs, as reflected in **Exhibits A and B**, respectively. I believe that none of these costs would have been incurred had there been no subsequent accident; thus, all fees and costs were incurred with respect to the defense of the subsequent accident the Claimant incurred with Bob Wire Electric, including the successful efforts to establish Bob Wire/SCHBA as the responsible parties.

3. I believe that all services performed in this case were reasonable and necessary for the proper representation of Employer and Carrier, and I am informed and believe that the fees charged in this case reflect those customarily charged in this locality for a similar action. I believe the results we have obtained for our client justify the fees charged in this matter. It is also my belief that all of these fees could have been avoided but for the position taken by Peachtree and the SCHBA, the responsible parties. Finally, I believe that much of the legal costs incurred have benefitted these Defendants.

4. I am requesting that the Court review the file, this Affidavit, and the evidence presented to this Commission and grant Employer and Carrier a reasonable sum of attorneys' fees and costs to date. I am also requesting on behalf of the Employer and Carrier that the Court require the SCHBA to reimburse the Employer and Carrier for those fees and costs.

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BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
W.C.C. File No. 0220142

Christopher Price Claimant, -vs- Peachtree Electrical Services Employer, -and- Builders Mutual Insurance Company, Its Carrier, -and- Bob Wire Electrical, Inc., Employer, -and- S. C. Homebuilders Ass. SIF, Its Carrier, Defendants.	**ATTORNEYS' FEE AFFIDAVIT**

PERSONALLY APPEARED BEFORE ME Richard C. Detwiler who, being duly sworn, deposes and says:

1. I was admitted to the practice of law in South Carolina in 1986 and I am an active member of the South Carolina Bar Association, the Richland County Bar Association. I am also admitted to practice before the United States District Court, District of South Carolina and the United States Fourth Circuit Court of Appeals. Since July of 1992 I have been a partner in the law firm of Callison, Tighe & Robinson, LLC. The emphasis of my practice is general civil litigation,

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BUILDERS MUTUAL INSURANCE CO.
********** PAY HISTORY REPORT **********

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SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	OR2	OR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
LP	P	LE	L	9/12/2006	9/12/2006	8/14/2006	9/08/2006			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	820384	813.93
LP	P	LE	L	10/09/2006	10/09/2006	9/19/2006	9/26/2006			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	824720	973.98
LP	P	LE	L	12/11/2006	12/11/2006	11/02/2006	11/21/2006			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	834380	703.50
LP	P	LE	L	2/15/2007	2/15/2007	1/31/2007	2/12/2007			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	844498	201.50
LP	P	LE	L	3/13/2007	3/13/2007	2/15/2007	3/07/2007			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	848244	2,146.50
LP	P	LE	L	4/23/2007	4/23/2007	3/08/2007	3/14/2007			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	854277	532.60
LP	P	LE	L	5/21/2007	5/21/2007	5/07/2007	5/14/2007			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	858730	237.00
CP	P	EX	E	11/26/2007	11/26/2007	9/07/2007	10/31/2007			AF	LT	COMP SYSTEM CHECK PAYMENT	570531763		Callison Tighe & Robinson, LLC	2400	206.99
	430														COUNT 438	TOTAL:	175,450.07

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BUILDERS MUTUAL INSURANCE CO.
********** PAY HISTORY REPORT **********

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SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE L: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TRANSACTION TYPE	RESERVE CODE	RESERVE TYPE	TRAN DT	POST DT	SERVICE FROM	SERVICE TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
LP	P	LE	L	2/13/2006	2/13/2006	12/02/2005	2/06/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	785037	1,849.33
MP	P	ME	M	2/13/2006	2/13/2006	1/30/2006	1/30/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	785038	21.68
MP	P	ME	M	2/13/2006	2/13/2006	1/14/2006	1/14/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	785039	217.20
CP	P	CO	C	2/15/2006	2/15/2006	2/10/2006	2/16/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	785353	343.24
CP	P	CO	C	2/22/2006	2/22/2006	2/17/2006	2/23/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	786575	343.24
MP	P	ME	M	2/22/2006	2/22/2006	2/01/2006	2/01/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	786667	96.75
CP	P	CO	C	3/01/2006	3/01/2006	2/26/2006	3/02/2006	1				TT LT COMP SYSTEM CHECK PAYMENT.			CHRISTOPHER PRICE	787942	343.24
MP	P	ME	M	3/07/2006	3/07/2006	2/13/2006	2/13/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	788093	217.20
CP	P	CO	C	3/08/2006	3/08/2006	3/03/2006	3/09/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	789150	343.24
CP	P	CO	C	3/15/2006	3/15/2006	3/10/2006	3/16/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	790664	343.24
CP	P	CO	C	3/22/2006	3/22/2006	3/17/2006	3/23/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	791861	343.24
CP	P	CO	C	3/29/2006	3/29/2006	3/24/2006	3/30/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	792881	343.24
MP	P	ME	M	3/31/2006	3/31/2006	3/15/2006	3/15/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	793636	863.25
MP	P	ME	M	4/04/2006	4/04/2006	8/25/2005	1/14/2006					RX LT MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	794039	1,498.08
CP	P	CO	C	4/05/2006	4/05/2006	3/31/2006	4/06/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	794131	343.24
CP	P	CO	C	4/12/2006	4/12/2006	4/07/2006	4/13/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	795373	343.24
CP	P	CO	C	4/19/2006	4/19/2006	4/14/2006	4/20/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	796324	343.24
MP	P	ME	M	4/20/2006	4/20/2006	3/14/2006	3/14/2006					MD LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	796840	72.00
CP	P	CO	C	4/26/2006	4/26/2006	4/21/2006	4/27/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	797863	343.24
LP	P	LE	L	4/26/2006	4/26/2006	3/22/2006	4/19/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	797946	42.98
LP	P	LE	L	5/02/2006	5/02/2006	3/22/2006	4/19/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	799044	201.00
CP	P	CO	C	5/03/2006	5/03/2006	4/28/2006	5/04/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	799166	343.24
VD	V	LE	L	5/08/2006	4/26/2006	3/22/2006	4/19/2006					AF LT VOID	570531763		CALLISON TIGHE & ROBINSON LLC	797946	42.98CR
MP	P	ME	M	5/09/2006	5/09/2006	4/24/2006	4/24/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	800130	16.37
CP	P	CO	C	5/10/2006	5/10/2006	5/05/2006	5/11/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	800370	343.24
CP	P	CO	C	5/17/2006	5/17/2006	5/12/2006	5/18/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	801564	343.24
MP	P	ME	M	5/23/2006	5/23/2006	4/27/2006	4/27/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	802365	50.36
CP	P	CO	C	5/24/2006	5/24/2006	5/19/2006	5/25/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	802675	343.24
MP	P	ME	M	5/26/2006	5/26/2006	5/09/2006	5/09/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	803208	113.28
LP	P	LE	L	5/26/2006	5/26/2006	4/19/2006	5/19/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	803209	418.00
MP	P	ME	M	5/30/2006	5/30/2006	5/09/2006	5/09/2006					MD LT MED SYSTEM CHECK PAYMENT	561972856		COASTAL REHAB MEDICINE ASSOC.	803599	168.00
MP	P	ME	M	5/30/2006	5/30/2006	5/11/2006	5/11/2006					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	803600	595.73
CP	P	CO	C	5/31/2006	5/31/2006	5/26/2006	6/01/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	803740	343.24
CP	P	CO	C	6/07/2006	6/07/2006	6/02/2006	6/08/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	805047	343.24
CP	P	CO	C	6/14/2006	6/14/2006	6/09/2006	6/15/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	806185	343.24
MP	P	ME	M	6/16/2006	6/16/2006	5/30/2006	5/30/2006					MD LT MED SYSTEM CHECK PAYMENT	561972856		COASTAL REHAB MEDICINE ASSOC.	806710	112.00
CP	P	CO	C	6/21/2006	6/21/2006	6/16/2006	6/22/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	807241	343.24
LP	P	LE	L	6/26/2006	6/26/2006	5/22/2006	6/06/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	808080	2,741.60
CP	P	CO	C	6/29/2006	6/29/2006	6/23/2006	6/29/2006	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	808792	343.24
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LP	P	LE	L	7/18/2006	7/18/2006	6/21/2006	7/12/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	811507	1,036.34
LP	P	LE	L	8/15/2006	8/15/2006	7/17/2006	8/07/2006					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON TIGHE & ROBINSON LLC	816143	642.23
MR	R	ME	M	8/23/2006	8/23/2006	8/23/2006	8/23/2006					SM LT MEDICAL RECOVERY	700000105		COASTAL FEDERAL BANK (SUBROGAT	5930445	50,000.00CR

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BUILDERS MUTUAL INSURANCE CO.
********** P A Y H I S T O R Y R E P O R T **********

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SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TRANSACTION TYPE	RESERVE CODE	RESERVE TYPE	TRAN DT	POST DT	SERVICE FROM	SERVICE TO	WKS	DYS	BR2	BR7	DESCRIPTION
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MP	P	ME	M	6/09/2005	6/09/2005	5/05/2005	5/05/2005			RX	LT	MED SYSTEM CHECK PAYMENT
MP	P	ME	M	6/14/2005	6/14/2005	5/30/2005	5/30/2005			RX	LT	MED SYSTEM CHECK PAYMENT
CP	P	CO	C	6/15/2005	6/15/2005	6/10/2005	6/16/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	6/22/2005	6/22/2005	6/17/2005	6/23/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
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MP	P	ME	M	7/13/2005	7/13/2005	6/15/2005	6/15/2005			RX	LT	MED SYSTEM CHECK PAYMENT
CP	P	CO	C	7/21/2005	7/21/2005	7/15/2005	7/21/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
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CP	P	CO	C	8/10/2005	8/10/2005	8/05/2005	7/15/2005			RX	LT	MED SYSTEM CHECK PAYMENT
LP	P	LE	L	8/15/2005	8/15/2005	6/20/2005	8/11/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	8/17/2005	8/17/2005	8/12/2005	7/20/2005			AF	LT	LEGAL SYSTEM CHECK PAYMENT
CP	P	CO	C	8/24/2005	8/24/2005	8/19/2005	8/18/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	8/31/2005	8/31/2005	8/26/2005	8/25/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
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CP	P	CO	C	9/14/2005	9/14/2005	9/09/2005	9/08/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
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MP	P	ME	M	9/20/2005	9/20/2005	8/25/2005	8/30/2005			AF	LT	LEGAL SYSTEM CHECK PAYMENT
CP	P	CO	C	9/21/2005	9/21/2005	9/16/2005	8/25/2005			RX	LT	MED SYSTEM CHECK PAYMENT
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CP	P	CO	C	11/16/2005	11/16/2005	11/11/2005	11/10/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	11/23/2005	11/23/2005	11/18/2005	11/17/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
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CP	P	CO	C	12/14/2005	12/14/2005	12/09/2005	12/08/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	12/21/2005	12/21/2005	12/16/2005	12/15/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	12/28/2005	12/28/2005	12/23/2005	12/22/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	1/26/2006	1/26/2006	12/30/2005	12/29/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	2/01/2006	2/01/2006	1/27/2006	1/26/2006	4		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	2/08/2006	2/08/2006	2/03/2006	2/02/2006	1		TT	LT	COMP SYSTEM CHECK PAYMENT
CP	P	CO	C	2/08/2006	2/08/2006	2/03/2006	2/09/2006	1		TT	LT	COMP SYSTEM CHECK PAYMENT

PAYEE	MOD PAYEE NAME	CHECK #	AMOUNT
592997634	MEDICAL SERVICES COMPANY	740846	200.50
570531763	CALLISON,TIGHE,ROBINSON & HAWK	740847	345.30
592997634	MEDICAL SERVICES COMPANY	740848	72.00
592997634	MEDICAL SERVICES COMPANY	741738	55.55
	CHRISTOPHER PRICE	741935	343.24
	CHRISTOPHER PRICE	743212	343.24
	CHRISTOPHER PRICE	744490	343.24
	CHRISTOPHER PRICE	745549	343.24
592997634	MEDICAL SERVICES COMPANY	745550	343.24
	CHRISTOPHER PRICE	747023	206.85
	CHRISTOPHER PRICE	748414	343.24
	CHRISTOPHER PRICE	749025	343.24
592997634	MEDICAL SERVICES COMPANY	750735	343.24
	CHRISTOPHER PRICE	751089	110.10
570531763	CALLISON,TIGHE,ROBINSON & HAWK	751972	343.24
	CHRISTOPHER PRICE	752034	356.64
	CHRISTOPHER PRICE	753384	343.24
	CHRISTOPHER PRICE	754541	343.24
	CHRISTOPHER PRICE	755917	343.24
	CHRISTOPHER PRICE	756798	343.24
570531763	CALLISON,TIGHE,ROBINSON & HAWK	758233	343.24
592997634	MEDICAL SERVICES COMPANY	758310	1,022.30
	CHRISTOPHER PRICE	759469	271.35
	CHRISTOPHER PRICE	759631	343.24
	CHRISTOPHER PRICE	760996	343.24
	CHRISTOPHER PRICE	762405	343.24
	CHRISTOPHER PRICE	763445	343.24
570531763	CALLISON,TIGHE,ROBINSON & HAWK	764963	343.24
	CHRISTOPHER PRICE	765370	2,005.18
	CHRISTOPHER PRICE	766337	343.24
	CHRISTOPHER PRICE	767545	343.24
	CHRISTOPHER PRICE	768794	343.24
	CHRISTOPHER PRICE	770084	343.24
570531763	CALLISON,TIGHE,ROBINSON & HAWK	771515	343.24
	CHRISTOPHER PRICE	772079	251.20
	CHRISTOPHER PRICE	772238	343.24
	CHRISTOPHER PRICE	773721	343.24
	CHRISTOPHER PRICE	774083	343.24
	CHRISTOPHER PRICE	776188	343.24
	CHRISTOPHER PRICE	776934	343.24
	CHRISTOPHER PRICE	781785	1,372.96
	CHRISTOPHER PRICE	782941	343.24
		784340	343.24

BUILDERS MUTUAL INSURANCE CO.

********** P A Y H I S T O R Y R E P O R T **********

SELECTIONS: YEAR:102 FROM CASE: 47120 to 47120 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE I: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47120 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
MP	P	ME	M	1/18/2005	1/18/2005	1/05/2005	1/05/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	712558	29.10
CP	P	CO	C	1/19/2005	1/19/2005	1/14/2005	1/20/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	712685	343.24
CP	P	CO	C	1/26/2005	1/26/2005	1/21/2005	1/27/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	714126	343.24
MP	P	ME	M	1/26/2005	1/26/2005	1/14/2005	1/14/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	714213	16.56
CP	P	CO	C	2/02/2005	2/02/2005	1/28/2005	2/03/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	715571	343.24
MP	P	ME	M	2/04/2005	2/04/2005	1/20/2005	1/20/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	716381	115.32
MP	P	ME	M	2/04/2005	2/04/2005	1/20/2005	1/20/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	716382	153.00
CP	P	CO	C	2/09/2005	2/09/2005	2/04/2005	2/10/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	717036	343.24
LP	P	LE	L	2/15/2005	2/15/2005	12/06/2004	2/02/2005			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	718353	1,288.00
CP	P	CO	C	2/16/2005	2/16/2005	2/11/2005	2/17/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	718582	343.24
CP	P	CO	C	2/23/2005	2/23/2005	2/18/2005	2/24/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	720041	343.24
MP	P	ME	M	2/28/2005	2/28/2005	2/10/2005	2/10/2006			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	721047	140.06
MP	P	ME	M	3/02/2005	3/02/2005	1/20/2005	1/20/2005			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	721689	166.00
CP	P	CO	C	3/03/2005	3/03/2005	2/25/2005	3/03/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	721936	343.24
CP	P	CO	C	3/09/2005	3/09/2005	3/04/2005	3/10/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	723078	343.24
MP	P	ME	M	3/10/2005	3/10/2005	2/23/2005	2/23/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	723316	54.24
LP	P	LE	L	3/10/2005	3/10/2005	2/07/2005	3/07/2005			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	723317	913.40
CP	P	CO	C	3/16/2005	3/16/2005	3/11/2005	3/17/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	724462	343.24
MP	P	ME	M	3/21/2005	3/21/2005	3/05/2005	3/05/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	725466	127.60
MP	P	ME	M	3/21/2005	3/21/2005	3/01/2005	3/01/2006			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	725467	84.27
CP	P	CO	C	3/23/2005	3/23/2005	3/18/2005	3/24/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	726175	343.24
MP	P	ME	M	3/23/2005	3/23/2005	3/10/2005	3/10/2005			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	726317	72.00
CP	P	CO	C	3/30/2005	3/30/2005	3/25/2005	3/31/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	727356	343.24
CP	P	CO	C	4/06/2005	4/06/2005	4/01/2005	4/07/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	728764	343.24
CP	P	CO	C	4/13/2005	4/13/2005	4/08/2005	4/14/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	730003	343.24
LP	P	LE	L	4/14/2005	4/14/2005	3/09/2005	3/17/2005			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	730303	186.36
MP	P	ME	M	4/14/2005	4/14/2005	3/22/2005	3/22/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	730304	297.24
MP	P	ME	M	4/15/2005	4/15/2005	4/07/2005	4/07/2005			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	730558	72.00
CP	P	CO	C	4/20/2005	4/20/2005	4/15/2005	4/21/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	731386	343.24
CP	P	CO	C	4/27/2005	4/27/2005	4/22/2005	4/28/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	732774	343.24
CP	P	CO	C	5/04/2005	5/04/2005	4/29/2005	5/05/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	734187	343.24
CP	P	CO	C	5/11/2005	5/11/2005	5/06/2005	5/12/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	735586	343.24
CP	P	CO	C	5/18/2005	5/18/2005	5/13/2005	5/19/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	736920	343.24
MP	P	ME	M	5/20/2005	5/20/2005	4/20/2005	4/20/2005			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	737407	156.78
LP	P	LE	L	5/20/2005	5/20/2005	4/05/2005	5/02/2005			AF	LT	LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	737480	1,786.44
CP	P	CO	C	5/25/2005	5/25/2005	5/20/2005	5/26/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	738327	343.24
CP	P	CO	C	6/01/2005	6/01/2005	5/27/2005	6/02/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	739219	343.24
MR	R	ME	M	6/02/2005	6/02/2005	12/12/2003	12/12/2003			RX	LT	MEDICAL RECOVERY	361924025		WALGREEN COMPANY	2650919	116.10CR
MR	R	ME	M	6/02/2005	6/02/2005	12/03/2003	12/06/2003			RX	LT	MEDICAL RECOVERY	361924025		WALGREEN COMPANY	2650919	113.16CR
MR	R	ME	M	6/02/2005	6/02/2005	9/19/2004	9/19/2004			RX	LT	MEDICAL RECOVERY	361924025		WALGREEN COMPANY	2650919	119.67CR
MR	R	ME	M	6/02/2005	6/02/2005	11/14/2003	11/14/2003			RX	LT	MEDICAL RECOVERY	361924025		WALGREEN COMPANY	2650919	139.90CR
MP	P	ME	M	6/03/2005	6/03/2005	5/05/2005	5/05/2005			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	739793	123.00
CP	P	CO	C	6/08/2005	6/08/2005	6/03/2005	6/09/2005	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	740439	343.24

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BUILDERS MUTUAL INSURANCE CO.
********** P A Y H I S T O R Y R E P O R T **********

3/27/2008
PAGE: 7

SELECTIONS: YEAR: 102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
MP	P	ME	M	11/11/2004	11/11/2004	10/13/2004	10/13/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700262	141.00
MP	P	ME	M	11/11/2004	11/11/2004	10/15/2004	10/15/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700263	141.00
MP	P	ME	M	11/11/2004	11/11/2004	10/08/2004	10/08/2004					PT LT LTD SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700264	141.00
MP	P	ME	M	11/11/2004	11/11/2004	10/06/2004	10/06/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700265	141.00
CP	P	CO	C	11/17/2004	11/17/2004	10/25/2004	10/29/2004					PT LT MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	700871	1,080.00
MP	P	ME	M	11/18/2004	11/18/2004	6/21/2004	6/21/2004	1				TT LT COMP SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	701255	343.24
MP	P	ME	M	11/18/2004	11/18/2004	11/02/2004	11/02/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	701713	236.82
MP	P	ME	M	11/19/2004	11/19/2004	11/01/2004	11/05/2004					RX LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	701714	29.10
MP	P	ME	M	11/19/2004	11/19/2004	9/19/2004	9/19/2004					PT LT MED SYSTEM CHECK PAYMENT	361924025		WALGREEN COMPANY	702013	1,080.00
CP	P	CO	C	11/23/2004	11/23/2004	11/19/2004	11/25/2004	1				RX LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCIOATES	702014	139.67
MP	P	ME	M	11/23/2004	11/23/2004	10/18/2004	10/18/2004					MD LT MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	702301	52.00
MP	P	ME	M	11/23/2004	11/23/2004	10/20/2004	10/22/2004					TT LT COMP SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	702546	343.24
MP	P	ME	M	11/29/2004	11/29/2004	11/12/2004	11/12/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	702727	141.00
CP	P	CO	C	12/01/2004	12/01/2004	11/26/2004	12/02/2004	1				PT LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	702728	239.00
CP	P	CO	C	12/08/2004	12/08/2004	12/03/2004	12/09/2004	1				RX LT MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	703165	29.10
MP	P	ME	M	12/13/2004	12/13/2004	11/23/2004	11/23/2004					TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	703628	343.24
MP	P	ME	M	12/14/2004	12/14/2004	11/15/2004	11/19/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	704945	343.24
MP	P	ME	M	12/14/2004	12/14/2004	11/08/2004	11/12/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	706011	219.57
CP	P	CO	C	12/16/2004	12/15/2004	12/10/2004	12/16/2004	1				PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	706287	1,620.00
MP	P	ME	M	12/16/2004	12/16/2004	7/22/2004	10/29/2004					TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	706288	1,620.00
CP	P	CO	C	12/21/2004	12/21/2004	12/17/2004	12/23/2004	1				TR LT MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	706483	343.24
MP	P	ME	M	12/21/2004	12/21/2004	12/03/2004	12/03/2004					TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	706942	264.96
MP	P	ME	M	12/27/2004	12/27/2004	12/03/2003	12/06/2003					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	707576	343.24
MP	P	ME	M	12/27/2004	12/27/2004	12/12/2003	12/12/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREEN COMPANY	707672	29.10
MP	P	ME	M	12/27/2004	12/27/2004	11/10/2004	11/10/2004					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREEN COMPANY	708351	113.16
CP	P	CO	C	12/29/2004	12/29/2004	12/24/2004	12/30/2004	1				MD LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	708352	116.10
MP	P	ME	M	12/30/2004	12/30/2004	11/01/2004	12/17/2004					TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	708353	72.00
CP	P	CO	C	1/05/2005	1/05/2005	12/31/2004	1/06/2005	1				TR LT MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	708914	343.24
MP	P	ME	M	1/10/2005	1/10/2005	12/15/2004	12/15/2004					TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	709322	213.75
MP	P	ME	M	1/10/2005	1/10/2005	12/03/2003	12/03/2003					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	710012	343.24
MP	P	ME	M	1/10/2005	1/10/2005	12/27/2004	12/27/2004					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREEN COMPANY	711142	20.76
MP	P	ME	M	1/10/2005	1/10/2005	11/22/2004	11/22/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	711143	25.76
MP	P	ME	M	1/10/2005	1/10/2005	11/23/2004	11/23/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711144	29.10
MP	P	ME	M	1/10/2005	1/10/2005	11/29/2004	11/29/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711145	324.00
MP	P	ME	M	1/10/2005	1/10/2005	11/30/2004	11/30/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711146	324.00
MP	P	ME	M	1/10/2005	1/10/2005	12/01/2004	12/01/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711147	324.00
MP	P	ME	M	1/10/2005	1/10/2005	12/02/2004	12/02/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711148	324.00
MP	P	ME	M	1/10/2005	1/10/2005	12/03/2004	12/03/2004					PT LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711149	324.00
MP	P	ME	M	1/10/2005	1/10/2005	12/17/2004	12/17/2004					MD LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	711150	324.00
MP	P	ME	M	1/11/2005	1/11/2005	12/30/2004	12/30/2004					RX LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCIATES	711151	324.00
CP	P	CO	C	1/12/2005	1/12/2005	1/07/2005	1/13/2005	1				TT LT COMP SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	711152	52.00
															CHRISTOPHER PRICE	711472	04.27
																711693	343.24

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SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP:* 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
CP	P	CO	C	8/25/2004	8/25/2004	8/20/2004	8/26/2004	1			TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	683088	343.24
MP	P	ME	M	8/25/2004	8/25/2004	7/27/2004	7/27/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	683180	151.02
MP	P	ME	M	8/31/2004	8/31/2004	8/13/2004	8/13/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	684445	29.10
MP	P	ME	M	8/31/2004	8/31/2004	8/02/2004	8/02/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	684446	29.10
CP	P	CO	C	9/01/2004	9/01/2004	8/27/2004	9/02/2004	1			MD	LT MED SYSTEM CHECK PAYMENT	570941194		AMERICAN HOMEPATIENT	684447	105.00
CP	P	CO	C	9/08/2004	9/08/2004	9/03/2004	9/09/2004	1			TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	684574	343.24
MP	P	ME	M	9/08/2004	9/08/2004	8/24/2004	8/24/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	685980	343.24
MP	P	ME	M	9/14/2004	9/14/2004	8/30/2004	8/30/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	686119	76.98
CP	P	CO	C	9/15/2004	9/15/2004	9/10/2004	9/16/2004	1			RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	687458	29.10
CP	P	CO	C	9/22/2004	9/22/2004	9/17/2004	9/23/2004	1			TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	687672	343.24
LP	P	LE	L	9/24/2004	9/24/2004	9/16/2004	9/16/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	689507	343.24
MP	P	ME	M	9/28/2004	9/28/2004	6/15/2004	6/15/2004				PI	LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	690193	625.00
MP	P	ME	M	9/28/2004	9/28/2004	9/13/2004	9/13/2004				MB	LT MED SYSTEM CHECK PAYMENT	570314301		CONWAY HOSPITAL	690620	53,033.00
CP	P	CO	C	9/29/2004	9/29/2004	9/24/2004	9/30/2004	1			RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	690621	29.10
MP	P	ME	M	9/29/2004	9/29/2004	10/15/2003	6/29/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	690812	343.24
MP	P	ME	M	10/05/2004	10/05/2004	9/22/2004	9/22/2004				TR	LT MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	690873	296.07
MP	P	ME	M	10/05/2004	10/05/2004	9/23/2004	9/23/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	691987	20.76
CP	P	CO	C	10/06/2004	10/06/2004	10/01/2004	10/07/2004	1			RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	691988	76.98
MP	P	ME	M	10/06/2004	10/06/2004	8/18/2004	8/18/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	692196	343.24
MP	P	ME	M	10/11/2004	10/11/2004	9/08/2004	9/08/2004				MD	LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	692292	51.00
CP	P	CO	C	10/13/2004	10/13/2004	10/08/2004	10/14/2004	1			MD	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	693091	62.00
LP	P	LE	L	10/13/2004	10/13/2004	2/09/2004	9/27/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	693681	343.24
MP	P	ME	M	10/18/2004	10/18/2004	10/01/2004	10/01/2004				AF	LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	693804	277.50
CP	P	CO	C	10/20/2004	10/20/2004	10/15/2004	10/21/2004	1			RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	694799	20.76
MP	P	ME	M	10/21/2004	10/21/2004	9/22/2004	9/22/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	695297	343.24
MP	P	ME	M	10/22/2004	10/22/2004	9/16/2004	9/23/2004				MD	LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	695801	103.00
CP	P	CO	C	10/27/2004	10/27/2004	10/22/2004	10/28/2004	1			PT	LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	696030	1,188.00
MP	P	ME	M	10/28/2004	10/28/2004	10/11/2004	10/11/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	696734	343.24
CP	P	CO	C	11/03/2004	11/03/2004	10/29/2004	11/04/2004	1			RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	697179	20.76
MP	P	ME	M	11/04/2004	11/04/2004	10/12/2004	10/12/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	698048	343.24
MP	P	ME	M	11/05/2004	11/05/2004	10/21/2004	10/21/2004				MD	LT MED SYSTEN CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	698496	72.00
MP	P	ME	M	11/05/2004	11/05/2004	9/15/2004	9/15/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	698789	269.91
MP	P	ME	M	11/08/2004	11/08/2004	10/21/2004	10/21/2004				MD	LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	698790	333.00
MP	P	ME	M	11/08/2004	11/08/2004	10/29/2004	10/29/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	699116	29.10
LP	P	LE	L	11/09/2004	11/09/2004	10/18/2004	11/03/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	699117	153.48
CP	P	CO	C	11/10/2004	11/10/2004	11/05/2004	11/11/2004	1			AF	LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	699441	846.15
MP	P	ME	M	11/10/2004	11/10/2004	10/04/2004	10/04/2004				TT	LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	699689	343.24
MP	P	ME	M	11/11/2004	11/11/2004	7/22/2004	7/22/2004				MD	LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	699791	141.00
MP	P	ME	M	11/11/2004	11/11/2004	10/01/2004	10/01/2004				RX	LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	700257	29.10
MP	P	ME	M	11/11/2004	11/11/2004	9/29/2004	9/29/2004				PT	LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700258	141.00
MP	P	ME	M	11/11/2004	11/11/2004	9/27/2004	9/27/2004				PT	LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700259	141.00
MP	P	ME	M	11/11/2004	11/11/2004	10/11/2004	10/11/2004				PT	LT MED SYSTEM CHECK PAYMENT	753109825		LONG BAY REHAB LLC	700260	187.00
																700261	141.00

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BUILDERS MUTUAL INSURANCE CO.
********** P A Y H I S T O R Y R E P O R T **********

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SELECTIONS: YEAR: 102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	DRZ	BRZ	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
CP	P	CO	C	6/09/2004	6/09/2004	6/04/2004	6/10/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	666698	343.24
MP	P	ME	M	6/09/2004	6/09/2004	5/13/2004	5/13/2004			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	666816	72.00
MP	P	ME	M	6/10/2004	6/10/2004	1/21/2004	1/21/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	667134	76.98
MP	P	ME	M	6/10/2004	6/10/2004	2/23/2004	2/23/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	667135	195.15
MP	P	ME	M	6/10/2004	6/10/2004	5/21/2004	5/21/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	667136	16.56
CP	P	CO	C	6/16/2004	6/16/2004	6/11/2004	6/17/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	668245	343.24
MP	P	ME	M	6/16/2004	6/16/2004	5/27/2004	5/27/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	668344	20.76
MP	P	ME	M	6/22/2004	6/22/2004	4/30/2004	4/30/2004			MB	LT	MED SYSTEM CHECK PAYMENT	134241163		CAROLINA BONE AND JOINT SURGER	669687	703.00
CP	P	CO	C	6/23/2004	6/23/2004	6/18/2004	6/24/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	669950	343.24
CP	P	CO	C	6/30/2004	6/30/2004	6/25/2004	7/01/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	671277	343.24
MP	P	ME	M	6/30/2004	6/30/2004	5/03/2004	5/03/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	671411	20.76
MP	P	ME	M	7/01/2004	7/01/2004	6/07/2004	6/07/2004			MF	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	671771	20.76
CP	P	CO	C	7/07/2004	7/07/2004	7/02/2004	7/08/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	672345	343.24
MP	P	ME	M	7/08/2004	7/08/2004	6/18/2004	6/18/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	672036	28.75
MP	P	ME	M	7/08/2004	7/08/2004	6/15/2004	6/15/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	672037	76.98
CP	P	CO	C	7/14/2004	7/14/2004	7/09/2004	7/15/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	673945	343.24
MP	P	ME	M	7/14/2004	7/14/2004	4/30/2004	4/30/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	674100	533.00
MP	P	ME	M	7/16/2004	7/16/2004	6/29/2004	6/29/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	674659	23.00
MP	P	ME	M	7/19/2004	7/19/2004	6/07/2004	6/07/2004			MB	LT	MED SYSTEM CHECK PAYMENT	570314381		CONWAY HOSPITAL	674960	76.00
MP	P	ME	M	7/19/2004	7/19/2004	6/07/2004	6/07/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	674961	72.00
MP	P	ME	M	7/19/2004	7/19/2004	1/29/2004	1/29/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	674962	72.00
MP	P	ME	M	7/19/2004	7/19/2004	6/15/2004	6/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	674963	62.00
MP	P	ME	M	7/19/2004	7/19/2004	6/15/2004	6/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570514574		CLINICAL PATHOLOGY CONSULTANTS	674964	2,123.00
MP	P	ME	M	7/19/2004	7/19/2004	6/15/2004	6/15/2004			PT	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	674965	919.20
MP	P	ME	M	7/19/2004	7/19/2004	6/15/2004	6/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	674966	5,017.40
MP	P	ME	M	7/20/2004	7/20/2004	6/15/2004	6/16/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	674967	9,689.50
CP	P	CO	C	7/21/2004	7/21/2004	7/16/2004	6/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570835798		CONWAY ANESTHESIA ASSOC	675405	864.00
MP	P	ME	M	7/21/2004	7/21/2004	6/29/2004	7/22/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	675812	343.24
MP	P	ME	M	7/27/2004	7/27/2004	6/29/2004	6/29/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	675908	3,542.00
MP	P	ME	M	7/27/2004	7/27/2004	6/25/2004	6/25/2004			MF	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	676958	18.84
MP	P	ME	M	7/27/2004	7/27/2004	7/06/2004	7/06/2004			MF	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	676959	18.24
MP	P	ME	M	7/27/2004	7/27/2004	6/15/2004	6/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	571049603	1	CAROLINA RADIOLOGY ASSOC LLC	676960	33.00
CP	P	CO	C	7/28/2004	7/28/2004	7/23/2004	7/29/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	677160	343.24
MP	P	ME	M	7/28/2004	7/28/2004	6/15/2004	6/15/2004			PT	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	677252	1,647.00
MP	P	ME	M	7/29/2004	7/29/2004	6/15/2004	6/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	677647	286.00
MP	P	ME	M	8/02/2004	8/02/2004	7/14/2004	7/14/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	678063	18.24
CP	P	CO	C	8/04/2004	8/04/2004	7/30/2004	8/05/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	678612	343.24
MP	P	ME	M	8/09/2004	8/09/2004	7/13/2004	7/13/2004			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	679409	72.00
CP	P	CO	C	8/11/2004	8/11/2004	8/06/2004	8/12/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	680057	343.24
MP	P	ME	M	8/13/2004	8/13/2004	7/20/2004	7/20/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	680810	92.76
CP	P	CO	C	8/18/2004	8/18/2004	8/13/2004	8/19/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	681634	343.24
MP	P	ME	M	8/18/2004	8/18/2004	7/22/2004	7/22/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	681730	51.00
MP	P	ME	M	8/19/2004	8/19/2004	6/15/2004	6/15/2004			MF	LT	MED SYSTEM CHECK PAYMENT	621586607		MEDICAL BILL AUDITS INC	682050	25.20

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SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
MP	P	ME	M	3/12/2004	3/12/2004	2/05/2004	2/05/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	647709	109.32
CP	P	CO	C	3/17/2004	3/17/2004	3/12/2004	3/18/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	648666	343.24
MP	P	ME	M	3/18/2004	3/18/2004	2/13/2004	2/13/2004			HB	LT	MED SYSTEM CHECK PAYMENT	134241163		CAROLINA BONE AND JOINT SURGER	649121	6,489.00
MP	P	ME	M	3/19/2004	3/19/2004	2/17/2004	2/17/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	649412	90.24
CP	P	CO	C	3/24/2004	3/24/2004	3/19/2004	3/25/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	650088	343.24
MP	P	ME	M	3/24/2004	3/24/2004	2/07/2004	2/07/2004			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	650269	60.00
CP	P	CO	C	3/31/2004	3/31/2004	3/26/2004	4/01/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	651887	343.24
MP	P	ME	M	4/06/2004	4/06/2004	3/05/2004	3/05/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	653552	20.76
CP	P	CO	C	4/07/2004	4/07/2004	4/02/2004	4/08/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	653917	343.24
MP	P	ME	M	4/12/2004	4/12/2004	3/15/2004	3/15/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	654413	90.24
MP	P	ME	M	4/12/2004	4/12/2004	3/12/2004	3/12/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	654414	92.76
CP	P	CO	C	4/14/2004	4/14/2004	4/09/2004	4/15/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	654975	343.24
CP	P	CO	C	4/21/2004	4/21/2004	4/16/2004	4/22/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	656490	343.24
MP	P	ME	M	4/23/2004	4/23/2004	1/21/2004	1/21/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	657215	72.00
MP	P	ME	M	4/23/2004	4/23/2004	3/26/2004	3/26/2004			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	657216	72.00
MP	P	ME	M	4/26/2004	4/26/2004	3/15/2004	3/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	657448	72.00
VO	V	ME	M	4/27/2004	4/26/2004	3/15/2004	3/15/2004			MD	LT	VOID	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	657448	72.00CR
MP	P	ME	M	4/27/2004	4/27/2004	3/15/2004	3/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	657847	72.00
MP	P	ME	M	4/27/2004	4/27/2004	3/25/2004	3/25/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	657848	20.76
CP	P	CO	C	4/28/2004	4/28/2004	4/23/2004	4/29/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	658163	343.24
MP	P	ME	M	5/04/2004	5/04/2004	4/07/2004	4/07/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	659111	16.56
MP	P	ME	M	5/04/2004	5/04/2004	2/23/2004	2/23/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	659112	52.00
CP	P	CO	C	5/05/2004	5/05/2004	4/30/2004	5/06/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	659247	343.24
MP	P	ME	M	5/05/2004	5/05/2004	3/31/2004	3/31/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	659446	72.00
MP	P	ME	M	5/05/2004	5/05/2004	2/13/2004	2/13/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	659447	448.50
MP	P	ME	M	5/05/2004	5/05/2004	1/07/2004	1/07/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	659448	1,458.00
MP	P	ME	M	5/05/2004	5/05/2004	2/13/2004	3/15/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	659449	520.50
MP	P	ME	M	5/06/2004	5/06/2004	4/14/2004	4/14/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	659749	208.92
CP	P	CO	C	5/12/2004	5/12/2004	5/07/2004	5/13/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	660752	343.24
CP	P	CO	C	5/19/2004	5/19/2004	5/14/2004	5/20/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	662271	343.24
MP	P	ME	M	5/19/2004	5/19/2004	4/21/2004	4/21/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	662386	76.90
MP	P	ME	M	5/19/2004	5/19/2004	4/27/2004	4/27/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	662387	20.76
MP	P	ME	M	5/21/2004	5/21/2004	11/14/2003	11/14/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREEN COMPANY	663077	254.28
CP	P	CO	C	5/26/2004	5/26/2004	5/21/2004	5/27/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	663730	343.24
MP	P	ME	M	5/27/2004	5/27/2004	5/13/2004	5/13/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	664233	164.82
MP	P	ME	M	5/27/2004	5/27/2004	5/03/2004	5/03/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	664234	113.00
MP	P	ME	M	5/28/2004	5/28/2004	5/17/2004	5/17/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	664545	169.74
MP	P	ME	M	5/28/2004	5/28/2004	5/16/2004	5/16/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	664546	95.40
MP	P	ME	M	5/28/2004	5/28/2004	3/24/2004	3/24/2004			RX	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	664547	76.98
CP	P	CO	C	6/02/2004	6/02/2004	5/28/2004	6/03/2004	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	665236	343.24
MP	P	ME	M	6/04/2004	6/04/2004	5/12/2004	5/12/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	665896	52.00
MP	P	ME	M	6/07/2004	6/07/2004	4/30/2004	4/30/2004			MD	LT	MED SYSTEM CHECK PAYMENT	562029099		CAROLINA ANESTHESIA ASSOC.	666179	192.00
MP	P	ME	M	6/07/2004	6/07/2004	4/30/2004	4/30/2004			MD	LT	MED SYSTEM CHECK PAYMENT	570835798		CONWAY ANESTHESIA ASSOC	666180	192.00

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BUILDERS MUTUAL INSURANCE CO.
********** PAY HISTORY REPORT **********

3/27/2008
PAGE: 3

SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	DR2	DR7	DESCRIPTION	PAYEE	HOD	PAYEE NAME	CHECK #	AMOUNT
MP	P	ME	M	9/19/2003	9/19/2003	8/08/2003	8/08/2003					MD LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	611054	52.00
MP	P	ME	M	9/19/2003	9/19/2003	8/26/2003	8/26/2003					MD LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	611055	62.00
MP	P	ME	M	10/03/2003	10/03/2003	8/19/2003	8/19/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	614017	254.41
LP	P	LE	L	10/15/2003	10/15/2003	9/22/2003	9/23/2003					PI LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	616503	540.00
MP	P	ME	M	10/23/2003	10/23/2003	9/25/2003	9/25/2003					MD LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	618254	72.00
LP	P	LE	L	10/24/2003	10/24/2003	9/24/2003	9/25/2003					PI LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	618487	1,485.00
MP	P	ME	M	11/18/2003	11/18/2003	10/15/2003	10/16/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	624136	139.99
MP	P	ME	M	12/09/2003	12/09/2003	11/13/2003	11/13/2003					HU LT MED SYSTEM CHECK PAYMENT	870314301		CONWAY HOSPITAL	628169	113.00
MP	P	ME	M	12/10/2003	12/10/2003	10/28/2003	10/28/2003					MD LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	628490	72.00
LP	P	LE	L	12/17/2003	12/17/2003	11/07/2003	11/26/2003					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	629895	654.15
MP	P	ME	M	12/19/2003	12/19/2003	10/28/2003	10/28/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	630472	20.32
MP	P	ME	M	12/22/2003	12/22/2003	8/08/2003	8/08/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	630826	119.67
LP	P	LE	L	12/30/2003	12/30/2003	11/25/2003	11/25/2003					PI LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	631632	337.50
LP	P	LE	L	12/31/2003	12/31/2003	12/09/2003	12/10/2003					PI LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	631965	810.00
CP	P	CO	C	1/02/2004	1/02/2004	11/21/2003	1/01/2004	6				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	632132	2,059.44
CP	P	CO	C	1/07/2004	1/07/2004	1/02/2004	1/08/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	633069	343.24
MP	P	ME	M	1/07/2004	1/07/2004	11/26/2003	11/26/2003					MD LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	633218	72.00
CP	P	CO	C	1/14/2004	1/14/2004	1/09/2004	1/15/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	634685	343.24
MP	P	ME	M	1/14/2004	1/14/2004	10/15/2003	10/15/2003					MD LT MED SYSTEM CHECK PAYMENT	670764504		COASTAL ORTHOPAEDIC ASSOCOATES	634793	89.30
MP	P	ME	M	1/14/2004	1/14/2004	11/12/2003	11/12/2003					MD LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	634794	72.00
LP	P	LE	L	1/16/2004	1/16/2004	12/11/2003	12/11/2003					PI LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	635367	675.00
MP	P	ME	M	1/16/2004	1/16/2004	11/14/2003	12/06/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	635368	367.44
MP	P	ME	M	1/16/2004	1/16/2004	12/12/2003	12/12/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	635369	225.53
CP	P	CO	C	1/21/2004	1/21/2004	1/16/2004	1/22/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	636239	343.24
CP	P	CO	C	1/28/2004	1/28/2004	1/23/2004	1/29/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	637400	343.24
LP	P	LE	L	1/30/2004	1/30/2004	12/03/2003	1/05/2004					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	638192	1,978.77
MP	P	ME	M	1/30/2004	1/30/2004	12/22/2003	12/22/2003					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	638193	16.56
LP	P	LE	L	1/30/2004	1/30/2004	1/07/2004	1/07/2004					PI LT LEGAL SYSTEM CHECK PAYMENT	562019549		CAROLINA INVESTIGATIVE SERVICE	638194	80.00
MP	P	ME	M	1/31/2004	1/31/2004	12/29/2003	12/29/2003					MD LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	638376	72.00
CP	P	CO	C	2/05/2004	2/05/2004	1/30/2004	2/05/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	639431	343.24
MP	P	ME	M	2/06/2004	2/06/2004	9/19/2003	9/19/2003					RX LT MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	639955	119.67
MP	P	ME	M	2/06/2004	2/06/2004	1/05/2004	1/06/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	639956	108.14
CP	P	CO	C	2/12/2004	2/12/2004	2/06/2004	2/12/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	641143	343.24
LP	P	LE	L	2/12/2004	2/12/2004	1/05/2004	1/23/2004					AF LT LEGAL SYSTEM CHECK PAYMENT	570531763		CALLISON,TIGHE,ROBINSON & HAWK	641248	157.33
CP	P	CO	C	2/18/2004	2/18/2004	2/13/2004	2/19/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	642374	343.24
MP	P	ME	M	2/18/2004	2/18/2004	1/29/2004	1/29/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	642477	16.56
MP	P	ME	M	2/25/2004	2/25/2004	1/16/2004	1/16/2004					MD LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	643991	52.00
CP	P	CO	C	2/26/2004	2/26/2004	2/20/2004	2/26/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	644255	343.24
MP	P	ME	M	3/01/2004	3/01/2004	1/23/2004	1/23/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	644787	16.56
MP	P	ME	M	3/01/2004	3/01/2004	1/16/2004	1/16/2004					RX LT MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	644788	193.02
CP	P	CO	C	3/03/2004	3/03/2004	2/27/2004	3/04/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	645409	343.24
MP	P	ME	M	3/03/2004	3/03/2004	12/22/2003	12/22/2003					MD LT MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	645527	52.00
CP	P	CO	C	3/10/2004	3/10/2004	3/05/2004	3/11/2004	1				TT LT COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	646982	343.24

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BUILDERS MUTUAL INSURANCE CO.
********** PAY HISTORY REPORT **********

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SELECTIONS: YEAR: 102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TYPE	RESERVE CODE	TYPE	TRAN DT	POST DT	SERVICE FROM	TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
MP	P	ME	M	5/21/2003	5/21/2003	4/22/2003	4/22/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	586246	1,255.00
MP	P	ME	M	5/21/2003	5/21/2003	4/22/2003	4/22/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	586247	251.00
MP	P	ME	M	5/21/2003	5/21/2003	4/08/2003	4/08/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025	1	WALGREEN CO	586248	131.39
CP	P	CO	C	5/22/2003	5/22/2003	5/19/2003	5/25/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	586489	343.24
MP	P	ME	M	5/28/2003	5/28/2003	1/07/2003	1/07/2003			HB	LT	MED SYSTEM CHECK PAYMENT	570314381		CONWAY HOSPITAL	587360	1,318.00
MP	P	ME	M	5/30/2003	5/30/2003	1/02/2003	5/01/2003			TR	LT	MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	587965	302.25
CP	P	CO	C	6/02/2003	6/02/2003	5/26/2003	6/01/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	588072	343.24
MP	P	ME	M	6/03/2003	6/03/2003	4/23/2003	4/23/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	588521	31.20
MP	P	ME	M	6/03/2003	6/03/2003	5/12/2003	5/12/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	588522	135.00
MP	P	ME	M	6/03/2003	6/03/2003	5/07/2003	5/15/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	588523	441.00
MP	P	ME	M	6/04/2003	6/04/2003	4/22/2003	4/22/2003			MF	LT	MED SYSTEM CHECK PAYMENT	621586607		MEDICAL BILL AUDITS INC	588927	20.40
MP	P	ME	M	6/04/2003	6/04/2003	4/22/2003	4/22/2003			HB	LT	MED SYSTEM CHECK PAYMENT	570314381		CONWAY HOSPITAL	588928	8,911.00
CP	P	CO	C	6/09/2003	6/09/2003	6/02/2003	6/08/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	589740	343.24
CP	P	CO	C	6/12/2003	6/12/2003	6/09/2003	6/15/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	590725	343.24
CP	P	CO	C	6/19/2003	6/19/2003	6/16/2003	6/22/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	591992	343.24
MP	P	ME	M	6/20/2003	6/20/2003	5/28/2003	5/30/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	592445	267.00
CP	P	CO	C	6/26/2003	6/26/2003	6/23/2003	6/29/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	593543	343.24
MP	P	ME	M	7/01/2003	7/01/2003	5/22/2003	5/22/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025	1	WALGREEN CO	594650	142.06
CP	P	CO	C	7/02/2003	7/02/2003	6/30/2003	7/06/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	594805	343.24
MP	P	ME	M	7/03/2003	7/03/2003	6/04/2003	6/06/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	595291	192.00
MP	P	ME	M	7/08/2003	7/08/2003	6/11/2003	6/13/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	595917	204.00
MP	P	ME	M	7/09/2003	7/09/2003	6/23/2003	6/27/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	596284	256.00
MP	P	ME	M	7/09/2003	7/09/2003	6/16/2003	6/20/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	596286	432.00
CP	P	CO	C	7/10/2003	7/10/2003	7/07/2003	7/13/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	596514	343.24
CP	P	CO	C	7/17/2003	7/17/2003	7/14/2003	7/20/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	597059	343.24
CP	P	CO	C	7/24/2003	7/24/2003	7/21/2003	7/27/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	599400	343.24
CP	P	CO	C	7/31/2003	7/31/2003	7/28/2003	8/03/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	600712	343.24
MP	P	ME	M	8/01/2003	8/01/2003	5/07/2003	6/30/2003			TR	LT	MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	601122	235.44
MP	P	ME	M	8/01/2003	8/01/2003	6/30/2003	6/30/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	601123	20.32
MP	P	ME	M	8/04/2003	8/04/2003	6/30/2003	7/02/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	601457	344.00
MP	P	ME	M	8/04/2003	8/04/2003	4/10/2003	4/10/2003			MD	LT	MED SYSTEM CHECK PAYMENT	571049603	1	CAROLINA RADIOLOGY ASSOC LLC	601458	35.00
MP	P	ME	M	8/05/2003	8/05/2003	7/16/2003	7/18/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	601686	432.00
MP	P	ME	M	8/06/2003	8/06/2003	7/09/2003	7/10/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	601904	290.00
CP	P	CO	C	8/07/2003	8/07/2003	8/04/2003	8/10/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	602223	343.24
MP	P	ME	M	8/12/2003	8/12/2003	7/01/2003	7/14/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	603114	237.03
MP	P	ME	M	8/12/2003	8/12/2003	7/23/2003	7/23/2003			MD	LT	MED SYSTEM CHECK PAYMENT	592997634		MEDICAL SERVICES COMPANY	603115	65.00
MP	P	ME	M	8/14/2003	8/14/2003	5/07/2003	5/08/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	603767	132.00
MP	P	ME	M	8/14/2003	8/14/2003	7/21/2003	7/25/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	603760	1,080.00
MP	P	ME	M	8/25/2003	8/25/2003	7/15/2003	7/18/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025	1	WALGREEN CO	605971	128.24
MP	P	ME	M	8/29/2003	8/29/2003	3/28/2003	3/31/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	606881	145.13
MP	P	ME	M	8/29/2003	8/29/2003	8/04/2003	8/07/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	606882	810.00
MP	P	ME	M	9/11/2003	9/11/2003	7/01/2003	8/08/2003			TR	LT	MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	609423	185.76
MP	P	ME	M	9/15/2003	9/15/2003	7/28/2003	7/31/2003			PT	LT	MED SYSTEM CHECK PAYMENT	570945512		ATLANTIC PHYSICAL THERAPY & RE	610067	324.00

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BUILDERS MUTUAL INSURANCE CO.
********** P A Y . H I S T O R Y . R E P O R T **********

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SELECTIONS: YEAR:102 FROM CASE: 47128 to 47128 DATES: *LOW to *HIGH EMPLOYER: *ALL
PAYMENT CODE: *ALL TRANSACTION TYPE: *ALL RESERVE CODE: *ALL RESERVE TYPE: *ALL PAYMENT VALUE 1: *ALL

GROUP: 1 BUILDERS MUTUAL INSURANCE CO.
YEAR: 102 CLAIM: 47128 NAME: Price, Christopher NATURE CODE: 52 NATURE DESCRIPTION: STRAIN

TRANSACTION CODE	TRANSACTION TYPE	RESERVE CODE	RESERVE TYPE	TRAN DT	POST DT	SERVICE FROM	SERVICE TO	WKS	DYS	BR2	BR7	DESCRIPTION	PAYEE	MOD	PAYEE NAME	CHECK #	AMOUNT
CP	P	CO	C	12/19/2002	12/19/2002	12/10/2002	12/23/2002	2		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	556167	686.48
CP	P	CO	C	12/26/2002	12/26/2002	12/24/2002	12/30/2002	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	556708	343.24
CP	P	CO	C	1/06/2003	1/06/2003	12/31/2002	1/06/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	558432	343.24
CP	P	CO	C	1/13/2003	1/13/2003	1/07/2003	1/13/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	559902	343.24
CP	P	CO	C	1/20/2003	1/20/2003	1/14/2003	1/20/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	561440	343.24
MP	P	ME	M	1/30/2003	1/30/2003	1/02/2003	1/02/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	563006	192.00
CP	P	CO	C	2/03/2003	2/03/2003	1/21/2003	1/27/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	564169	333.35
MP	P	ME	M	2/04/2003	2/04/2003	1/30/2003	1/30/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	564525	99.00
MP	P	ME	M	2/04/2003	2/04/2003	1/13/2003	1/16/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	564526	245.00
MP	P	ME	M	2/05/2003	2/05/2003	1/13/2003	1/13/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREEN CO	564776	18.78
CP	P	CO	C	2/13/2003	2/13/2003	1/23/2003	1/28/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	564777	162.00
MP	P	ME	M	2/19/2003	2/19/2003	2/10/2003	2/16/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	566315	304.07
CP	P	CO	C	2/20/2003	2/20/2003	12/13/2002	12/24/2002			RX	LT	MED SYSTEM CHECK PAYMENT	256066659		CHRISTOPHER PRICE	567308	59.27
MP	P	ME	M	2/21/2003	2/21/2003	2/17/2003	2/23/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	567551	343.24
MP	P	ME	M	2/25/2003	2/25/2003	1/30/2003	2/03/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	568087	172.00
CP	P	CO	C	2/27/2003	2/27/2003	1/22/2003	1/22/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	568881	54.00
CP	P	CO	C	3/10/2003	3/10/2003	2/24/2003	3/02/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	569207	343.24
MP	P	ME	M	3/12/2003	3/12/2003	3/03/2003	3/09/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	570974	343.24
MP	P	ME	M	3/12/2003	3/12/2003	2/05/2003	2/10/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	571915	200.00
CP	P	CO	C	3/17/2003	3/17/2003	2/14/2003	2/14/2003			MD	LT	MED SYSTEM CHECK PAYMENT	571054123		STRAND REGIONAL SPECIALTY ASSO	571916	124.00
CP	P	CO	C	3/24/2003	3/24/2003	3/10/2003	3/16/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	572498	343.24
MP	P	ME	M	3/24/2003	3/24/2003	3/17/2003	3/23/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	574072	343.24
MP	P	ME	M	3/24/2003	3/24/2003	2/19/2003	2/19/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	574221	72.00
MP	P	ME	M	3/24/2003	3/24/2003	2/26/2003	2/26/2003			MD	LT	MED SYSTEM CHECK PAYMENT	571049603	1	CAROLINA RADIOLOGY ASSOC LLC	574222	96.00
MP	P	ME	M	3/25/2003	3/25/2003	3/05/2003	3/05/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	574560	164.00
CP	P	CO	C	3/31/2003	3/31/2003	3/24/2003	3/30/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	575545	343.24
CP	P	CO	C	4/07/2003	4/07/2003	3/31/2003	4/06/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	576848	343.24
CP	P	CO	C	4/14/2003	4/14/2003	4/07/2003	4/13/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	578011	343.24
MP	P	ME	M	4/15/2003	4/15/2003	3/05/2003	3/14/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	578309	119.98
MP	P	ME	M	4/16/2003	4/16/2003	2/19/2003	2/19/2003			RX	LT	MED SYSTEM CHECK PAYMENT	361924025		WALGREENS	578659	18.78
CP	P	CO	C	4/21/2003	4/21/2003	4/14/2003	4/20/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	578922	343.24
CP	P	CO	C	4/28/2003	4/28/2003	4/21/2003	4/27/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT	571049603	1	CAROLINA RADIOLOGY ASSOC LLC	579284	174.00
MP	P	ME	M	4/29/2003	4/29/2003	12/09/2002	12/09/2002			MD	LT	MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	580705	343.24
MP	P	ME	M	4/30/2003	4/30/2003	12/09/2002	12/17/2002			MD	LT	MED SYSTEM CHECK PAYMENT	571013986		JAMES E TUREK MD PC	581400	98.00
CP	P	CO	C	5/05/2003	5/05/2003	4/28/2003	5/04/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT	571013986		JAMES E TUREK MD PC	581843	138.00
MP	P	ME	M	5/05/2003	5/05/2003	2/26/2003	2/26/2003			HB	LT	MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	582413	343.24
MP	P	ME	M	5/06/2003	5/06/2003	4/10/2003	4/10/2003			HB	LT	MED SYSTEM CHECK PAYMENT	570314381		CONWAY HOSPITAL	582498	2,063.00
CP	P	CO	C	5/12/2003	5/12/2003	5/05/2003	5/11/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT	570314381		CONWAY HOSPITAL	582840	148.00
MP	P	ME	M	5/12/2003	5/12/2003	4/03/2003	4/03/2003			MD	LT	MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	583844	343.24
CP	P	CO	C	5/19/2003	5/19/2003	5/12/2003	5/18/2003	1		TT	LT	COMP SYSTEM CHECK PAYMENT	570764504		COASTAL ORTHOPAEDIC ASSOCOATES	584044	72.00
MP	P	ME	M	5/20/2003	5/20/2003	4/22/2003	4/22/2003			MD	LT	MED SYSTEM CHECK PAYMENT			CHRISTOPHER PRICE	585326	343.24
MP	P	ME	M	5/21/2003	5/21/2003	4/22/2003	4/22/2003			MD	LT	MED SYSTEM CHECK PAYMENT	570514574		CLINICAL PATHOLOGY CONSULTANTS	585829	62.00
													570835798		CONWAY ANESTHESIA ASSOC	586245	384.00

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Christopher Price vs. Peachtree Electrical Services
SCWCC File No.: 0220142
Date of Accident 12/9/02

EXHIBIT B-2

MEDICAL EXPENSES RELATED TO BOB WIRE ACCIDENT (SCHBA'S RESPONSIBILITY)

[Expenses Incurred After 11/3/03 (DOA- Accident with Bob Wire/SCHBA)]

SCHBA - MEDICAL EXPENSES		
Date of Service	**Provider**	**Amount Paid**
11/12/03-3/14/06	Coastal Orthopaedic Associates	$ 27,679.10
11/13/03-6/15/04	Conway Hospital	$ 53,222.00
11/14/03-1/23/04	Walgreens Co.	$ 733.11
6/15/04	Carolina Radiology Assoc.	$ 33.00
6/15/04	Clinical Pathology Consultants	$ 62.00
4/30/04-6/15/04	Conway Anesthesia Assoc.	$ 1,056.00
6/15/04	Medical Bill Audits	$ 25.20
11/26/03-5/11/06	Medical Services Company	$ 9,001.15
8/25/05-1/14/06	Medication reimb. to Claimant	$ 1,498.08
10/15/03-12/17/04	Travel reimb. to Claimant	$ 774.78
9/16/04-12/17/04	Long Bay Rehab., LLC	$ 10,936.00
2/13/04-4/30/04	Carolina Bone & Joint Surgery Ctr.	$ 7,192.00
4/30/04	Carolina Anesthesia Assoc.	$ 192.00
6/18/04	American Homepatient	$ 105.00
5/9/06-5/30/06	Coastal Rehab. Medicine Assoc.	$ 280.00
TOTAL RESPONSIBILITY OF SCHBA (MEDICALS)		$ 112,789.42

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Christopher Price vs. Peachtree Electrical Services
SCWCC File No.: 0220142
Date of Accident 12/9/02

EXHIBIT B-1

MEDICAL EXPENSES RELATED TO PEACHTREE ACCIDENT (BMIC'S RESPONSIBILITY)

[Expenses Incurred Prior to 11/3/03 (date of accident with Bob Wire Electrical)]

BMIC- MEDICAL EXPENSES		
Date of Service	**Provider**	**Amount Paid**
12/13/02-12/24/02	Prescription Reimbursement to Claimant	$ 59.27
1/2/03-8/8/03	Travel Reimbursement to Claimant	$ 723.45
12/9/02-12/17/02	James E. Turek, M.D.	$ 236.00
1/2/03-10/15/03	Coastal Orthopaedic Assoc.	$ 3,787.30
1/7/03-4/22/03	Conway Hospital	$ 12,440.00
1/13/03-10/28/03	Walgreens Co.	$ 1,647.77
2/14/03	Strand Regional Specialty Assoc.	$ 124.00
2/26/03-4/10/03	Carolina Radiology Assoc.	$ 305.00
4/22/03	Clinical Pathology Consultants	$ 62.00
4/22/03	Conway Anesthesia Assoc.	$ 384.00
4/22/03	Medical Bill Audits	$ 20.40
5/30/03-8/7/03	Atlantic Physical TherapY	$ 5,131.00
7/23/03-10/28/03	Medical Services Company	$ 271.00
TOTAL RESPONSIBILITY OF BMIC (MEDICALS)		$ 25,191.19

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Christopher Price vs. Peachtree Electrical Services
SCWCC File No.: 0220142
Date of Accident 12/9/02

EXHIBIT A-2

SUMMARY OF EXPENSES TO BE REIMBURSED BY SCHBA

A.	Medicals (See Exhibit B-2)	$	112,789.42	
B.	TTD	$	47,023.88	For Period 11/21/03 thru 7/6/06 - 137 weeks @ $343.24 per week.)
C.	PPD	$	n/a	
D.	Defense Expenses			
	1. Attorneys' Fees and Costs	$	33,656.77	
	2. Private Investigator	$	2,577.50	
TOTAL TO BE REIMBURSED:		$	196,047.57	

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Christopher Price vs. Peachtree Electrical Services
SCWCC File No.: 0220142
Date of Accident 12/9/02

EXHIBIT A-1

SUMMARY OF EXPENSES FOR BMIC

A.	Medicals (See Exhibit B-1)	$	25,191.19	
B.	TTD	$	11,277.86	(For Periods 12/10/02 thru 1/5/03, 1/20/03 thru 8/10/03. Total 32 6/7 weeks @ $343.24 per week).
C.	PPD	$	36,040.20	(35% to the back)

TOTAL RESPONSIBILITY OF BMIC: $ 72,509.25

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CIT-44-53-370(D)(3)-MISDEMEANOR
DOC-03GS2602002 WARR-80566BI COURT CHARGE 01-POSS 28G OR
LESS MARIJ OR 10G OR LESS
HASH 1ST
COURT DISP-CONVICTED;SENT
100 FINE CC
COURT DATE-05/20/2004
ATN-980000408115
CIT-44-53-370(D)-MISDEMEANOR
DOC-03GS2600965 WARR-H269362 COURT CHARGE 02-POSS SCHED
I(B)(C)LSD/SCHED II(COCAIN
E)-1ST
COURT DISP-CONVICTED;SENT

200 FINE CC
COURT DATE-05/20/2004

BASED ON SEARCH OF SCLED CJIS CCH FILE USING SID/SC01466342
THIS CRIMINAL HISTORY RECORD IS FOR SOUTH CAROLINA ARRESTS AND
CONVICTIONS ONLY AND IS BASED ON THE INFORMATION PROVIDED. SINCE
CHANGES MAY OCCUR DAILY A NEW INQUIRY SHOULD BE MADE AND NO SUBSEQUENT
USE OF THIS RECORD IS ALLOWED.

** S C CJIS END OF RECORD **

Charged to Account Number **I0510**

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SLED CATCH
Citizens Access to Criminal Histories
Results

Name Christopher Price
Date of Birth 1969 10 23
Maiden Name
Gender Male
SSN 6659
Transaction 002960654
Date of Check March 20, 2008 at 14:28

ARREST RECORD
S.C. Law Enforcement Division

This record is based on a search using Last name, First initial, Date of Birth, Gender, and Social Security Number. Compare all identifying data given for record subject with screening subject. Fingerprint comparison is recommended as the most reliable means to identify a record subject.

INTERNET RAP SHEET REQUEST
ORI-SCLED0000 SID-SC01466342 PUR-E
ATN-WEB, ACCOUNT

AUTHORIZED USE ONLY. ******** CONTACT CONTRIBUTING AGENCY FOR SPECIFIC/MORE DATA ABOUT CHARGES AND/OR DISPOSITIONS. BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

PAGE-01 DATE-03/20/2008 TIME-14:34:39
REQ ORI-SCLED0000 S C LAW ENF DIV
SID-SC01466342 FBI-330224AC7
NAME-PRICE, CHRISTOPHER CARL SEX-M RACE-W
HEIGHT-511 WEIGHT-160 EYES-BRO HAIR-XXX SKIN- BORN-OK
FPC- HENRY-
PHOTOGRAPH AVAILABLE AUTHORIZED USE ONLY
1-FINGERPRINT IMAGES ON THIS SUBJECT ARE STORED ON SCAFIS

DATE RECORD ENTERED--03/11/2003 DATE OF LAST UPDATE--11/25/2004

ADDITIONAL IDENTIFIERS NAME	BIRTH DATES	MARKS	SOC SEC	MISC NUM
10231969			6659	

CONTRIBUTOR/SUBJECT	DOA/RCVD	CHARGE/DISPOSITION/ETC
PRICE, CHRISTOPHER CARL	02/12/2003	
SC0260400 HORRY CNTY PD		
ATN-980000408115		
WARR-H269362		
CIT-44-53-370(D)-MISDEMEANOR		
ARREST CHARGE		
01-POSS SCHED		
I(B)(C)LSD/SCHED II(COCAIN		
E)-1ST		
OFFENSE DATE-02/11/2003		
PHOTOGRAPH AVAILABLE		
WARR-80566BI		
CIT-44-53-370(D)(3)-MISDEMEANOR		
ARREST CHARGE 02-POSS 28G OR		
LESS MARIJ OR 10G OR LESS		
HASH 1ST		
OFFENSE DATE-02/11/2003		

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3430

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

WCC File # 0220142
Carrier File # 102-47128
Carrier Code # 1062
Employer FEIN 570954300

CHRISTOPHER PRICE — -6659
Claimant's Name — SSN

MYRTLE BEACH SC 29577
Address — City — State — Zip

843 293-8209
Home Phone # — Work Phone #

PEACHTREE ELECTRIC SERVICES
Employer's Name

1961 STONEBRIDGE DR. MYRTLE BEACH SC 29588
Address — City — State — Zip

BUILDERS MUTUAL INS. CO., INC.
Insurance Carrier

JANEY WILSON — 864 233-9567
Preparer's Name — Phone #

Compensation Paid:	Number of Weeks	From	TO	Amount
1. Number of weeks T.T.	36/7	12/10/02	1/5/03	8,301.74 - total
2. Number of weeks T.T.	29	1/20/03	8/10/03	claim
3. Number of weeks T.T.	137	11/21/03	7/6/06	$47,023.88 + ?
4. Disfigurement				
5. Agreement and Final Release				*
Total Compensation Paid				58,301.74
6. Total Medical Benefits* Paid				137,784.61
7. Funeral Benefits				

claim $112,771

total = 196,086.35

☐ Case Denied

Date of Injury: 11/26/02
month day year

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: X Christ C Price
Claimant

By: Linda O Smith
Employer's Representative

Date: X 8/23/06

Print or type the name of the person, other than the claimant, receiving benefits and sign below

By: _____

* compromise reimbursement from $540k third party settlement in release of carrier's lien pursuant to 42-1-540

Report of additional Fees and Recoupment

A. Carrier Reimbursement by Third Party	$50,000.00	net $146,086.35
B. Attorney's Fee Paid by Employer		
C. Attorney's Fee Paid by Claimant (Non contingent fees, only)		reimbursement = $159,813.30

File this form with the Claims Department according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. "Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within sixteen days of final payment of compensation. Form 19 must be filed when a claim is denied.

WCC FORM # 19 REV. DATE 3/96

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STATUS REPORT AND COMPENSATION RECEIPT

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SCWCC AUG 3 2006 JUDICIAL

I, Christopher Price, have read the foregoing Settlement Agreement and Consent Order. I have conferred with my attorney about the Agreement and Order and I understand and hereby consent to the terms thereof.

Christopher Price, Claimant

WE CONSENT:

N. David DuRant
Law Offices N. David DuRant
and Associates, P.A.
P. O. Box 14722
Surfside Beach, SC
Attorney for the Claimant

Richard C. Detwiler
CALLISON TIGHE & ROBINSON, LLC
Post Office Box 1390
Columbia, South Carolina 29202
Attorneys for the Defendants

SCWCC
AUG 2 8 2006
JUDICIAL

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been fully advised of his rights under the laws of the State of South Carolina. The Claimant further acknowledges and warrants consent to, and the approval of, this Order as a final determination and adjudication of all benefits and claims for damages to which the Employee might be entitled from the Defendants and a complete release of all liabilities of the Defendants under the laws of the State of South Carolina growing out of, or in any way connected with, the aforesaid accident.

Based upon the foregoing representation of the parties and counsel, this Commission is of the opinion that the Settlement between the parties, the terms of which are set forth herein, is both reasonable and proper and should be approved.

NOW, THEREFORE, IT IS ORDERED that the terms of the settlement as set forth herein are hereby approved and confirmed, and that payment shall be made as provided hereunder, and the Defendants are hereby fully and forever released and discharged of all liabilities of whatever kind and nature under the laws of the State of South Carolina growing out of, or in any way connected with, the aforesaid accident, and that the Defendants' lien pursuant to South Carolina Code §42-1-560 is hereby released and forever discharged, subject only to payment by the Claimant to the Defendants as provided hereunder, so that this matter is not subject to review under any conditions.

It is further ordered that this settlement resolves all issues between the Claimant, on the one hand, and Peachtree Electrical Services and Builders Mutual Insurance Company, on the other, but this Agreement shall in no way be construed as a settlement or release of any claims either party may have against Bob Wire Electric and/or the South Carolina Home Builders Association, its carrier.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

By: /S/ Susan S. Barden 138
~~David W. Huffstetler,~~ Commissioner

_____, 2006

Barden

SCWCC
AUG 28 2006
JUDICIAL

I certify this to be a true and correct copy.

only to the approval of the South Carolina Workers' Compensation Commission. The Claimant has agreed to make, and the Defendants have agreed to accept, payment in the sum of Fifty Thousand and No/100 Dollars ($50,000.00) in settlement of any further liability the Defendants may have with respect to the Claimant's claims for benefits under the Act, and in further settlement of the lien held by the Defendants upon the Claimant's third-party recovery proceeds.

As a material and integral part of the agreement of the parties, it is agreed that this Settlement Agreement ~~shall act as a complete and final release~~ of, and in full settlement and satisfaction of, every liability of the Defendants of whatever nature or kind under the laws of the State of South Carolina, including the South Carolina Workers' Compensation Act, growing out of, or in any way connected with, the aforedescribed accident. The Defendants shall be responsible for all related medical expenses incurred at the request of the Defendants, or either of them, prior to the date of the Commission's Order of July 5, 2006, and any and all further medical expenses of whatever nature or kind thereafter shall be the express liability of the Claimant, and that the Defendants shall have no further liability therefor. This Settlement Agreement, once approved and payment made hereunder, shall also act as a complete and final discharge of the Defendants' lien under §42-1-560. However, nothing herein shall be construed to release the South Carolina Home Builders Association and Bob Wire Electric from any liability in this case, either to the Defendants' or to the Claimant.

$137,000

By their signature hereon, the Claimant and Claimant's attorney acknowledge and warrant that the Claimant has been fully advised of all rights under the laws of the State of South Carolina, and the Claimant specifically warrants herein that he is of the opinion that the proposed settlement is reasonable and fair. In this opinion, the Claimant's attorney concurs and, together with Claimant, respectfully requests this Commission approve the Settlement as set forth above. Both the Claimant and Claimant's attorney acknowledge that the Commission relies on these representations and assurances by the Claimant and his Counsel that the Claimant has had the opportunity to be and has

SCWCC
AUG 28 2006
JUDICIAL

temporary and/or permanent disability benefits as a result of the accident, which allegations are shown in the Commission's file. The Defendants have disputed the claims for additional benefits under the Act.

On June 5, 2006, a hearing was held on the Defendants' application to stop payment of temporary total disability benefits. On July 5, 2006, this Commission issued its Decision and Award, granting the Defendants' application and awarding the Claimant permanent partial disability benefits to the back, with credit to the Defendants for the overpayment of temporary total disability benefits paid after the date of maximum medical improvement.

The Claimant has also prosecuted and ultimately settled a related third-party claim against Divine Dining Group, Inc. d/b/a Divine Fish House for the total lump sum of Five Hundred Forty Thousand and No/100 Dollars ($540,000.00). The Commission's files reflect that the Defendants have paid approximately One Hundred Thirty-eight Thousand and No/100 ($138,000.00) in medical benefits on behalf of the Claimant and approximately Fifty-eight Thousand and No/100 ($58,000.00) in compensation benefits for Claimant's time out of work. Under South Carolina Code §42-1-560 (2006 Ann.), the Defendants have a statutory lien upon the third-party settlement proceeds and assert their entitlement to a full recovery of their lien, less attorneys fees and costs. The Claimant alleges he is entitled to a reduction of the Defendants' lien pursuant to §42-1-560 and the decisions of Kirkland v. Allcraft Steel Co., Inc., S.C. 389, 496 S.E.2d 624 (1998) and Breeden v. TCW, Inc./Tennessee Express, 345 S.C. 201, 546 S.E. 2d 657 (Ct. App. 2001), affirmed in part, reversed in part, 355 S.C. 112, 584 S.E.2d 379 (2003).

The parties hereto now advise that, in view of the aforementioned disputes, an Agreement has been reached between the Claimant and the Defendants to settle this matter in its entirety, subject

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SCWCC
AUG 2 8 2006
JUDICIAL

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. File No. 0220142

Christopher Price, Employee/ Claimant, vs. Peachtree Electrical Services, Employer, and Builders Mutual Insurance Company, Carrier, Defendants.	APPROVED AUG 29 2006 S. Carolina Comp. Comm. CONSENT ORDER APPROVING SETTLEMENT AGREEMENT

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the Claimant, Christopher Price, with the consent of the Defendants. The Claimant is represented by N. David DuRant of The Law Offices of N. David DuRant and Associates, P.A. of Surfside Beach, South Carolina. The Defendants, Peachtree Electrical Services, Employer, and Builders Mutual Insurance Company, Carrier, are represented by Richard C. Detwiler, of Callison Tighe & Robinson, LLC, of Columbia, South Carolina. The South Carolina Workers' Compensation Commission has jurisdiction.

On or about December 9, 2002, while an employee of Peachtree Electrical Services, Claimant sustained an injury by accident arising out of and in the course of employment, suffering injury to the back. Medical care and treatment were necessitated by ~~the injury~~, as outlined in the Commission's files. The Claimant alleges need and entitlement to additional medical treatment and

SCWCC
135 AUG 28 2006
JUDICIAL

hose behalf the payment is being made and all those who could be responsible for the actions of these entities, are fully and completely released and finally and forever discharged from any further responsibility in connection with this action.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 6th day of April, 2006

IN THE PRESENCE OF:

CHRISTOPHER PRICE
AN INDIVIDUAL

* *

ACKNOWLEDGEMENT

I, the undersigned attorney for Christopher Price have read over and approved the foregoing Release of All Claims and have explained this document to Mr. Price and have supervised execution on the date and at the place above-mentioned.

N. David DuRant

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onnected with and subsequent to an incident which occurred on or about November 21, 2002, including but not limited to any and all claims for bodily injuries, disability, disfigurement, loss of income, medical, surgical and hospital expenses, loss of consortium, companionship, aid, society and services, loss of income, loss of earning power, loss of family services, mental anguish, psychological trauma, loss of enjoyment of life, alteration of lifestyle, emotional trauma, grief, sorrow, loss of reputation, property damages, pain and suffering, credit standing, embarrassment, and any and all other losses or claims, past, present and future, which I may have had, now have or may have in any way arising out of or resulting from the alleged injuries and damages to the undersigned.

It is expressly understood and agreed that the settlement made hereunder is the compromise of doubtful and disputed claims, that the payment made hereunder is not to be construed as an admission of liability on the part of Divine Fish House, Inc. d/b/a Divine Fish House & Wahoo's Raw Bar and Grill or The Travelers Indemnity Company, by whom liability is expressly denied.

The undersigned understands that it is his sole responsibility to be responsible for any and all liens or assignments which may have been generated because of this incident and in connection therewith, the undersigned do hereby covenant and agree to indemnify and hold harmless Divine Fish House, Inc. d/b/a Divine Fish House & Wahoo's Raw Bar and Grill, and The Travelers Indemnity Company, from any and all claims, demands, actions, causes of action, suits or complaints that may be brought by any person, persons, firms, corporations or other entities against Divine Fish House, Inc. d/b/a Divine Fish House & Wahoo's Raw Bar and Grill, and The Travelers Indemnity Company, for injury, damage or loss of the undersigned arising out of or having any connection with the above-mentioned incident. Once the aforementioned payment has been accepted, the obligations of the entities making the payment and those on

STATE OF FLORIDA)
) RELEASE OF ALL CLAIMS
)

KNOW ALL MEN BY THESE PRESENTS, that I, Christopher Price, an individual of the State of Florida, in consideration of the sum of Five Hundred Forty Thousand and No/100 ($540,000.00) Dollars in cash to me paid upon the 11th day of December _____, 2005, by or on behalf of Divine Fish House, Inc. d/b/a Divine Fish House & Wahoo's Raw Bar and Grill and The Travelers Indemnity Company, before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, do hereby release and forever discharge Divine Fish House, Inc. d/b/a Divine Fish House & Wahoo's Raw Bar and Grill, its heirs, executors, administrators, assigns, representatives, insurers and any other persons, firms, corporations, or entities chargeable with liability, and The Travelers Indemnity Company, its successors, assigns, agents, servants, subsidiaries, affiliates, directors, officers, employees and any other persons, firms, corporations, or entities chargeable with liability, from any and all claims, demands, suits, actions and causes of action which I can or may have by reason of any matter, cause or thing whatsoever, including but not limited to all claims set forth in the Complaint pending in the Court of Common Pleas for the County of Georgetown and designated as Civil Action No. 04-CP-22-387. Moreover, it is expressly understood and agreed that I hereby release and forever discharge Divine Fish House, Inc. d/b/a Divine Fish House & Wahoo's Raw Bar and Grill, its heirs, executors, administrators, assigns, representatives, insurers and any other persons, firms, corporations, or entities chargeable with liability, and The Travelers Indemnity Company, its successors, assigns, agents, servants, subsidiaries, affiliates, directors, officers, employees and any other persons, firms, corporations, or entities chargeable with liability, from any and all injuries and damages, past, present and future, now developed and known, and also those which may hereafter be developed and ascertained resulting from any and all matters

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

WCC File # 0220142
Carrier File # 102-47128
Carrier Code # 1062
Employer FEIN 570954300

Christopher Price
Claimant's Name

SSN

Address: Murrells Inlet, SC 29576
City State Zip

(843) 283-3165
Home Phone #

( )
Work Phone #

N. David DuRant
Preparer's Name

Peachtree Electrical Services
Employer's Name

196A Stonebridge Dr., Myrtle Beach, SC 29588
Address City State Zip

Builders Mutual Insurance Co.
Insurance Carrier

(843) 650-7800
Phone #

Complete each information blank. To request a hearing, check box 13 b., 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 worker's compensation benefits is made based on the following grounds:

1 a. The claimant sustained an accidental injury to back (part of body hurt) on December 9, 2002 (month day year) in Georgetown County, State of South Carolina

1 b. Describe briefly how the accident occurred fell in a hole where the Claimant was working

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 December 9, 2002 (month day year) in the following manner: orally

☒ 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 Claimant will need pain medicine for the remainder of his lifetime

7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:

☒ 8. Due to the injury, the claimant has permanent disability of the following nature and extent: (check one)
☒ (1) General Disability: ☒ Total ☐ Partial Claimant is totally disabled
☒ (2) Specific Disability: ☐ Total ☒ Partial
Body part(s) affected are: Back

☐ 9. Due to the injury, the claimant has a serious bodily disfigurement consisting of

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

10 b. Give names and addresses of all employers for whom the claimant has worked since the date of the accident None

11 a. Further grounds of claim:

11 b. List names and addresses of all physicians or other medical specialists who have seen or treated the claimant as a result of the accident: William L. Mills, MD, Coastal ORthopaedic, 2376 Cypress Circle, #300, Conway, SC 29526

11 c. 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 the Workers' Compensation Commission may direct as just and proper.

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

RECEIVED SCWCC
JUN 22 2005
SCHBSIF JUDICIAL

FEB 08 2005
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Signature of Claimant/Representative

February 3, 2005
Date

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

WCC Form # 50. Rev. Date 9/90

50 Employee's Notice of Claim

WHEREFORE, the Plaintiff prays:

a. That he be awarded judgement against the Defendant for actual damages in an amount adequate to compensate the Plaintiff;

b. That he be awarded punitive damages in an amount to be determined by an empaneled jury;

c. That he be awarded costs of this action; and

d. For such other and future relief as this Court deems just and proper.

LAW OFFICES OF N. DAVID DuRANT
AND ASSOCIATES, P.A.

BY _____

N. David DuRant
Attorneys for the Plaintiff
Post Office Box 14722
Surfside Beach, SC 29587
(843) 650-7800

May 12, 2004

the Divine Fish House and should have offered the utmost duty of care for his safety and is liable for the injuries resulting from the breach of such duty.

15. In the alternative, the Defendant had a duty to warn the Plaintiff of any latent or hidden dangers, specifically the six foot (6') hole underneath the restaurant known as Divine's Fish House where the Plaintiff was invited to perform electrical work and of such hole the Defendant was aware.

16. That Defendant Divine Dining Group, Inc. was willful, wanton, careless and grossly negligent in that they were aware of the hole underneath the restaurant and were aware that someone could be injured if they fell into the hole, and they should have filled in the hole underneath the restaurant. All of which were proximate and actual cause of the injuries and damages suffered by the Plaintiff.

17. That Plaintiff has been injured and suffered damages as follows:

a. Past medical bills;
b. Future medical bills;
c. Past physical pain and suffering;
d. Future physical pain and suffering;
e. Past lost wages;
f. Future lost wages;
g. Past mental pain and suffering;
h. Future mental pain and suffering;
i. Bodily impairment; and
j. Permanent disability.

and that the aforesaid negligent, grossly negligent, careless, willful, wanton and reckless acts and conduct of the Defendant has all been to the general damage and detriment of the Plaintiff in the amount of actual damages to adequately compensate the Plaintiff.

18. That the Plaintiff is informed and believes that because of the gross negligence of the Defendants and Defendants' violation of the statutes, as hereinabove enumerated, the Plaintiff is entitled to an award of punitive damages in an appropriate amount.

FOR A FIRST CAUSE OF ACTION
(NEGLIGENCE)

6. That the allegations contained in the previous paragraphs are herein realleged as if set out verbatim.

7. That Plaintiff was working underneath the restaurant in the capacity of his employment with Peachtree Electric Services, and as an invitee, the Defendant owed the Plaintiff along with the other employees of Peachtree Electric Services reasonable care for their safety.

8. That there was a hole approximately six feet (6') deep underneath the restaurant which was completely covered with plywood, and the plywood had sand on top of it, and that you could not discern where the hole was because it looked like the entire floor was sand.

9. That the Defendant was aware of the hole underneath the restaurant.

10. That the Plaintiff fell approximately five feet (5') through the plywood that was covering the hole underneath the restaurant.

11. That had there not been a hole underneath the restaurant, the Plaintiff would not have fallen approximately five feet (5') into the hole, and the Plaintiff would not have sustained injuries.

12. That when the Plaintiff fell approximately five feet (5') into the hole, he injured his back.

13. That Plaintiff has had to undergo surgery and various steroid injections in his back and is need of further medical treatment and surgery as of this date. (5/12/04 → 2nd back surgery)

14. That at the time of the accident, the Defendant was aware of the danger the hole underneath the restaurant created especially for any workmen who might be working at the site of

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN) FIFTEENTH JUDICIAL DISTRICT
) CASE NO.: 2004-CP-22- 387

CHRISTOPHER PRICE,)
)
Plaintiff,)
v.)
)
DIVINE DINING GROUP, INC.)
)
Defendant,)

FILED
GEORGETOWN COUNTY, S.C.
2004 MAY 17 AM 9:26
ALMA Y. WHITE
CLERK OF COURT

COMPLAINT
NEGLIGENCE
(JURY TRIAL REQUESTED

TO THE DEFENDANT NAMED ABOVE NAMED:

The Plaintiff herein, complaining of the Defendants, would respectfully show unto this Honorable Court:

1. That Plaintiff is a person who is a citizen of and resides in the County of Horry, State of South Carolina.

2. That upon information and belief, Defendant, Divine Dining Group, Inc., is a corporation incorporated under the laws of the State of South Carolina with its principal place of business and doing business in the Counties of Horry and Georgetown.

3. That this Court has both subject matter and personal jurisdiction over this claim and the parties.

4. That the Defendant contacted Peachtree Electric Services and requested that they perform certain electrical work on their restaurant known as Divine's Fish House located in Murrells Inlet, Georgetown County, South Carolina.

5. That on December 9, 2002, Plaintiff was an employee of Peachtree Electric Services working in a restaurant known as Divine's Fish House and owned and operated by the Defendant, Divine Dining Group, Inc.

No. — Week Ending 11-22

Name CHRIS 8½

MON.	AM	IN			
		OUT			
	PM	IN			
		OUT			
TUE.	AM	IN	9	1 HR	
		OUT	10	RUBY TUES	
	PM	IN			
		OUT	14		
WED.	AM	IN	9:00	RUBY TUES.	
		OUT	10:30	SOUTHWOOD	
	PM	IN			
		OUT	16		
THU.	AM	IN	8:00	HTC.	
		OUT	9:30	WATERS EDGE	
	PM	IN	1:00	SCUBA EXPRESS	
		OUT	19		
FRI.	AM	IN			
		OUT		125.52	
	PM	IN			
		OUT	20		
SAT.	AM	IN			
		OUT	21		
	PM	IN			
		OUT			
SUN.	AM	IN			
		OUT	22		
	PM	IN			
		OUT			

SIGNATURE

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No. — Week Ending 1-10

Name CHRIS

5.5 MON.	AM	IN	7:00	MYRTLE BEACH RESO	
		OUT	12:00		
	PM	IN	12:30	LUNCH	
		OUT	3:00	TADLOCK	
6.5 TUE.	AM	IN	10:00	RUBY TUESDAY	
		OUT	12:30	LUNCH	
	PM	IN	12:30	RUBY TUESDAY	
		OUT	5:00		
WED.	AM	IN			
		OUT			
	PM	IN			
		OUT			
THU.	AM	IN			
		OUT			
	PM	IN			
		OUT			
4 FRI.	AM	IN	8:00	RIVER OAKS	
		OUT	9:30	PAT MEANS	
	PM	IN	10:45	ALICE HERRON	
		OUT	11:45		
SAT.	AM	IN			
		OUT		2.40	
	PM	IN			
		OUT			
SUN.	AM	IN			
		OUT			
	PM	IN			
		OUT			

SIGNATURE

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Accident Info

No. _____ Week Ending 11-8

Name CHRIS PRICE

MON.	AM	IN			
		OUT			
	PM	IN			
		OUT			
TUE.	AM	IN			
		OUT			
	PM	IN			
		OUT			
WED.	AM	IN	8:00	SOUTHWOOD DR	
		OUT	12:30	LUNCH	
	PM	IN	4:00	SOUTHWOOD DR	
		OUT			
THU.	AM	IN			
		OUT			
	PM	IN			
		OUT			
FRI.	AM	IN		112.50	
		OUT			
	PM	IN			
		OUT			
SAT.	AM	IN			
		OUT			
	PM	IN			
		OUT			
SUN.	AM	IN			
		OUT			
	PM	IN			
		OUT			

SIGNATURE _____

Tops Form 1291 (830331-1) MADE IN U.S.A.

No. _____ Week Ending 11-15

Name Chris Price 20

MON.	AM	IN	8:30	TRECAP
		OUT	11:30	
	PM	IN		
		OUT		
TUE.	AM	IN	10:00	SCUBA
		OUT	12:30	LUNCH
	PM	IN	1:00	SCUBA
		OUT	4:15	
WED.	AM	IN	8:00	15:3 HALLBERCICH A
		OUT	10:00	SCUBA
		OUT	11:30	LUNCH
	PM	IN	12:00	SCUBA
		OUT	1:00	
THU.	AM	IN	8:00	TAYLOR
		OUT	12:30	
	PM	IN		
		OUT		
FRI.	AM	IN	7:30	TAYLOR
		OUT	10:00	
	PM	IN		300.00
		OUT		
SAT.	AM	IN		
		OUT		
	PM	IN		
		OUT		
SUN.	AM	IN		
		OUT		
	PM	IN		
		OUT		

SIGNATURE _____

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Oct 19

No. 15 Week Ending 10-25

Name CHRIS PRICE 23

15 MON.	AM	IN	7:00		BIG EASY
		OUT	12:00		
	PM	IN			
		OUT			
16.5 TUE.	AM	IN	7:00		BIG EASY
		OUT	12:00		
	PM	IN	12:30		LUNCH
		OUT	2:00		BIG EASY
17 WED.	AM	IN	~~8:00~~		~~BARGAIN WAREHOUSE~~
		OUT			~~LUNCH~~
	PM	IN			~~BARGAIN WAREHOUSE~~
		OUT			
22 7.5 THU.	AM	IN	8:00		BARGAIN WAREHOUSE
		OUT	12:00		LUNCH
	PM	IN	12:30		BARGAIN WAREHOUSE
		OUT	4:00		
23 7 FRI.	AM	IN	8:00		BARGAIN WAREHOUSE
		OUT	12:00		
	PM	IN			262.90
		OUT			
24 SAT.	AM	IN			
		OUT			
	PM	IN			
		OUT			
25 SUN.	AM	IN			
		OUT			
	PM	IN			
		OUT			

23 hrs

SIGNATURE

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No. — Week Ending 11-1

Name CHRIS PRICE

8 MON.	AM	IN	8:00		BARGAIN WAREHOUSE
		OUT	12:00		
	PM	IN	12:30		LUNCH
		OUT	5:00		BARGAIN WAREHOUSE
TUE.	AM	IN			
		OUT			
	PM	IN			
		OUT			
10 WED.	AM	IN	1:00		SEA MASTER UNIT 411
		OUT	7:00		
	PM	IN			
		OUT			
THU.	AM	IN			
		OUT			
	PM	IN			
		OUT			
25 FRI.	AM	IN	9:00		RIVER OAKS
		OUT	10:00		HAMPTON INN
	PM	IN	11:30		
		OUT			
SAT.	AM	IN			152.65
		OUT			
	PM	IN			
		OUT			
SUN.	AM	IN			
		OUT			
	PM	IN			
		OUT			

12.5

SIGNATURE

TOPS Form 1291 (830331-1) MADE IN U.S.A.

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Long Bay Rehab

4871 Socastee Blvd. Suite E
Myrtle Beach, South Carolina 29588
Telephone: (843) 293-5610
Fax (843) 293-5690

MEDICAL INFORMATION

What type of problem are you having? LOWER BACK PAIN

How long have you had this problem? 2 YEARS

What previous treatment have you had, if any? ATLANTIC REHAB

Is your problem due to an injury? (Yes) No
If yes, please briefly describe injury:
FELL IN HOLE, ONE LEG IN, ONE OUT TO MY SIDE

Are you presently under a doctor's care for an unrelated problem? Yes (No)
If yes, for what reason (s)?
Date last seen by Family Physician (approximate if not exact):
Females: Is there any possibility that you may be pregnant? Yes No

Please CIRCLE any of the following conditions you have ever had

Diabetes Circulation Problems (Arthritis) Kidney Disease
Anemia High Blood Pressure Liver Disease Heart Condition
Blood Clot Phlebitis Asthma Bowel/Stomach
Ulcers Gout HIV Positive Cancer
Lung Disease Hepatitis

Other:

Have you ever been exposed to Hepatitis B? Yes No
Please list any medications you are currently taking:
VICODEN 500mg / REMERON 30 mg

List all related surgeries: DISCECTOMY, SPINAL FUSION

List all hospitalizations: CONWAY HOSPITAL

Do you smoke? (Yes) No If so, how much? 1 PACK
Do you drink alchohol? (Yes) No If so, how much? SELDOM

Signature: [signature] Date: 9/15/04

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Long Bay Rehab

4871 Socastee Blvd. Suite E
Myrtle Beach, South Carolina 29588
Telephone: (843) 293-5610
Fax: (843) 293-5590

PATIENT INFORMATION

We would like to photocopy your insurance cards and your driver's license or a photo ID.

DATE: 9/15/04 REFERRING PHYSICIAN: DR MILLS CHART #

LAST NAME: PRICE FIRST: CHRIS M.I. C

ADDRESS: CITY/STATE/ZIP: MURRELLS INLET, SC. 29576

HOME PHONE: WORK PHONE: CELL: 843-283-3165

Sex: M SSN: [redacted] 6659 Date of Birth: 10/23/69 Age: 34

Patient's Employer/School: PEACHTREE ELECTRICAL SERVICES

Address: 1164 STONEBRIDGE DR City/State/Zip: MYRTLE BEACH, SC. 29588

Occupation: ELECTRICIAN DATE OF INJURY: 10/9/02

INSURANCE INFORMATION

1. Primary Insurance: BUILDERS MUTUAL CLAIM # 10247128
Address: P.O. BOX 150006 RALEIGH, N.C. 27624
Policy # I.D. #
Name of Policyholder on your card: Group #

2. Secondary Insurance:
Address:
Policy # I.D. #
Name of Policyholder on your card: Group #

EMERGENCY INFORMATION

Emergency Contact Name: MICHAEL HICKMAN
Relationship ROOM MATE Phone # 843-457-4966
Family Physician: DR TUREK Phone # 843-357-2443

I have been offered a copy of the Privacy Policy.
I understand that I am responsible for payment of professional fees to Long Bay Rehab, LLC.

Signature of Patient or Legal Guardian

9/15/04
Date

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Coastal Rehabilitation Medicine Associates at The Independence Back Institute
2800 Ashton Drive, Suite 100
Wilmington, North Carolina 28412
(910) 794-8892
(910) 794 8895 Fax
www.independenceback.com

October 6, 2006

Dear Chris,

Your urine drug screen returned positive for cocaine and marijuana. Because of this, you have been dismissed from our practice. Please do not call for follow-up appointments.

I recommend that you make a sincere effort to reform your lifestyle.

Sincerely,

John Liguori, M.D.

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Psychiatric:	Affect was appropriate. Alert and oriented x 4. No short term memory deficits.
HEENT:	Normocephalic, atraumatic. Pupils are round and reactive to light.
Neck:	Trachea is midline without enlargement or masses, no lymphadenopathy
Respiratory:	Normal respiratory effort. Normal chest expansion with deep inspiration.
Cardiovascular:	No jugular distention. No peripheral edema.
Abdomen:	Exam deferred
Skin:	Intact without any acute rash or lesions

Patient is sitting comfortably in the chair. Does not seem to have any difficulties with positional changes or rising out of the chair. Patient is alert and oriented with a pleasant affect. There are no signs of intoxication or overdosage. Pt. communicates appropriately.
Back: Gait normal. Is able to walk on toes. Is able to walk on heels.
Strength in lower extremities is: 5/5

ASSESSMENT: -Substance abuse history
720.9-Degen Arthritis
722.83-Post Lam Synd (Lum)
724.2-Lumbago

PLAN: Refill medications as this helps his pain and increases his level of function. With chronic pain, we would like to keep patient on long-acting medications. Keep appointments with narcotics anonymous. Follow-up in one month or sooner if needed. The patient agrees and accepts the plan. UDT obtained today as part of the monitoring program.

Prescription:
Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0 Method: Print)
Duragesic Patch (Dosage: 100mcg SIG: apply 1 to skin, change q72 hrs Dispense: 10 Refills: 0 Method: Print)Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0 Method: Print)

Neema Patel APRN, BC

Neema Patel, APRN,BC
CC:Wilson,Janie

COASTAL REHABILITATION MEDICINE ASSOCIATES, P. A.

PHYSICAL MEDICINE & REHABILITATION ASSESSMENT

PATIENT NAME: Christopher Price
RECORD NO. 26087
SOCIAL SECURITY #: -6659
DATE OF EVALUATION: 10/03/06
REFERRED BY: Janie Wilson

CHIEF COMPLAINT: Lower back

SUBJECTIVE: Patient returns to the office in follow-up. Work-related injury that started December 2002 when he fell into a 7 foot deep hole. No plans to commit suicide, nor does he have any thoughts about it. Sleeps off and on. Patient was a workmans comp case, but is now self-pay. Current medications includes duragesic patches at 100mcg. UDT in the past in our office has been consistent with duragesic patches, as this is what we are prescribing. Patient has attending narcotics anonymous and brings me paperwork showing that he has attended 5 of these meetings since the last appointment. Gave patient option of seeing Dr. Colwell for depression, but declined at this time. Did have an appointment to see Dr. Kang, but got a phone call the day before telling him that they would not prescribe medications for him. Would like to stay with us. Patient does have a history of a diskectomy and a lumbar fusion. Past medications includes oxycodone, avinza, vicodin, remeron, elavil. Patient also has a history of failing a UDT at a previous pain management facility and being positive for marijuana and cocaine. Had a cold for the past few days, but is feeling better today. Patient is trying to file for Social Security Disability for the second time. Patient is here for further evaluation and treatment.

PAIN HISTORY:
Today the patient reports the pain is constant. Its character is an aching, throbbing,exhausting, miserable pain . The worst that it has been since the last visit is 8/10, the least that it has been is 3/10, and the average pain level has been6/10. The current pain level today is 5/10. The pain is made better with sitting , and the pain is made worse with walking, standing too long. The pain restricts the patient from walking, kneeling, getting out of the house, bending, carrying packages. Today the quality of life scale, according to the American Chronic Pain Association, is a 4.

SOCIAL HX: reviewed and updated

CURRENT MEDICATION: No data for Medication

ROS:

Yes	No		Yes	No		Yes	No	
( )	(X)	Fevers	( )	(X)	Chills	( )	(X)	Blood in urine
( )	(X)	Night sweats	( )	(X)	Unexplained weight loss	( )	(X)	Bloody or dark stool
( )	(X)	Swelling	( )	(X)	Headaches	( )	(X)	Chest Pain
( )	(X)	Balance problems	( )	(X)	Coordination problems	( )	(X)	Shortness of Breath
( )	(X)	Double/Blurry vision	( )	(X)	Cough	( )	(X)	Fainting
( )	(X)	Dizziness	( )	(X)	Abdominal pain	( )	(X)	Difficulty swallowing
( )	(X)	Difficulty talking	( )	(X)	Change in appetite	(X)	( )	Insomnia

HEIGHT: 5`11"
WEIGHT: 151 lbs 0 oz
BMI: 21.1
B/P: 150/81

OBJECTIVE:
Constitution: The patient is well developed and well nourished.

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Constitution:	The patient is well developed and well nourished.
Psychiatric:	Affect was appropriate. Alert and oriented x 4. No short term memory deficits.
HEENT:	Normocephalic, atraumatic. Pupils are round and reactive to light.
Neck:	Trachea is midline without enlargement or masses, no lymphadenopathy
Respiratory:	Normal respiratory effort. Normal chest expansion with deep inspiration.
Cardiovascular:	No jugular distention. No peripheral edema.
Abdomen:	Exam deferred
Skin:	Intact without any acute rash or lesions

Patient is sitting comfortably in the chair. Does not seem to have any difficulties with positional changes or rising out of the chair. Patient is alert and oriented with a pleasant affect. There are no signs of intoxication or overdosage. Pt. communicates appropriately.
Back: Gait normal. Is able to walk on toes. Is able to walk on heels.
Strength in lower extremities is: 5/5

ASSESSMENT: -Substance abuse history
720.9-Degen Arthritis
722.83-Post Lam Synd (Lum)
724.2-Lumbago

PLAN: Refill medications as this helps his pain and increases his level of function. With chronic pain, we would like to keep patient on long-acting medications. Will refer patient to Dr. Kang for pain management as patient would like to have a pain practice closer to home. Keep appointments with narcotics anonymous. Follow-up in one month or sooner if needed. The patient agrees and accepts the plan. UDT not obtained today, so will obtain UDT at next visit as part of the monitoring program.

Prescription:
Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0 Method: Print)
Duragesic Patch (Dosage: 100mcg SIG: apply 1 to skin, change q72 hrs Dispense: 10 Refills: 0 Method: Print)Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0 Method: Print)

Neema Patel APRN, BC

Neema Patel, APRN,BC
CC:Wilson,Janie

COASTAL REHABILITATION MEDICINE ASSOCIATES, P. A.

PHYSICAL MEDICINE & REHABILITATION ASSESSMENT

PATIENT NAME: Christopher Price
RECORD NO. 26087
SOCIAL SECURITY #: 6659
DATE OF EVALUATION: 08/29/06
REFERRED BY: Janie Wilson

CHIEF COMPLAINT: Lower back

SUBJECTIVE: Patient returns to the office in follow-up. Work-related injury that started December 2002 when he fell into a 7 foot deep hole. States that he has no plans to commit suicide, nor does he have any thoughts about it. States that he sleeps about 4-6 hours per day. Patient was a workmans comp case, but is now self-pay. Current medications includes duragesic patches at 100mcg. States that he has more relief from the 100mcg than the 75mcg. Did experience some rash, but improved. Denies shortness or breath or swelling. UDT in the past in our office has been consistent with duragesic patches, as this is what we are prescribing. Patient has attending narcotics anonymous and brings me paperwork showing that he has attended 4 of these meetings since the last appointment. Patient was not able to see Dr. Colwell as his workers comp would not pay for it. States that he wants to be transfered to Dr. Kang`s office as this is closer for him. Patient does have a history of a diskectomy and a lumbar fusion. Past medications includes oxycodone, avinza, vicodin, remeron, elavil. Patient also has a history of failing a UDT at a previous pain management facility and being positive for marijuana and cocaine. Paitent is here for further evaluation and treatment.

PAIN HISTORY:
Today the patient reports the pain is constant. Its character is an aching, throbbing,exhausting,tiring, miserable pain . The worst that it has been since the last visit is 8/10, the least that it has been is 3/10, and the average pain level has been 5/10. The current pain level today is 6/10. The pain is made better with sitting , and the pain is made worse with walking, standing too long. The pain restricts the patient from walking, kneeling, getting out of the house, bending, carrying packages. Today the quality of life scale, according to the American Chronic Pain Association, is a 5.

SOCIAL HX: reviewed and updated

CURRENT MEDICATION: Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0)
Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0)

ROS:

Yes	No		Yes	No		Yes	No	
( )	(X)	Fevers	( )	(X)	Chills	( )	(X)	Blood in urine
( )	(X)	Night sweats	( )	(X)	Unexplained weight loss	( )	(X)	Bloody or dark stool
( )	(X)	Swelling	( )	(X)	Headaches	( )	(X)	Chest Pain
( )	(X)	Balance problems	( )	(X)	Coordination problems	( )	(X)	Shortness of Breath
( )	(X)	Double/Blurry vision	( )	(X)	Cough	( )	(X)	Fainting
( )	(X)	Dizziness	( )	(X)	Abdominal pain	( )	(X)	Difficulty swallowing
( )	(X)	Difficulty talking	( )	(X)	Change in appetite	(X)	( )	Insomnia

HEIGHT: 5`11"
WEIGHT: 151 lbs 0 oz
BMI: 21.1
B/P: 150/81

OBJECTIVE:

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OBJECTIVE:

Constitution:	The patient is well developed and well nourished.
Psychiatric:	Affect was appropriate. Alert and oriented x 4. No short term memory deficits.
HEENT:	Normocephalic, atraumatic. Pupils are round and reactive to light.
Neck:	Trachea is midline without enlargement or masses, no lymphadenopathy
Respiratory:	Normal respiratory effort. Normal chest expansion with deep inspiration.
Cardiovascular:	No jugular distention. No peripheral edema.
Abdomen:	Exam deferred
Skin:	Intact without any acute rash or lesions

Patient is sitting comfortably in the chair. Does not seem to have any difficulties with positional changes or rising out of the chair. Patient is alert and oriented with a pleasant affect. There are no signs of intoxication or overdosage. Pt. communicates appropriately.
Back: Alignment: appears to be normal. Well-healed surgical scar noted over the lumbar spine and part of the sacrum. Tenderness to palpitation: over bilateral paraspinal muscles.
SI Joints: nontender
HyperFlexion forward brings fingertips to knees and does reproduce pain.
Hyperextension of spine does reproduce pain.
Gait normal. Is able to walk on toes. Is able to walk on heels.
Strength in lower extremities is: 5/5
Sensation deficits: 1/2 over the right medial and lateral calf and over the right anterior thigh
Sitting Straight Leg raise: positive for back pain
DTR`S: 2/4 over bilateral knees and left ankle, absent over right ankle
Hip: rotation painfree

ASSESSMENT: -Substance abuse history
720.9-Degen Arthritis
722.83-Post Lam Synd (Lum)
724.2-Lumbago

PLAN: Discussed with Dr. Liguori. Will keep patient on Duragesic patches and trial patient on increased dose at 100mcg every 3 days. Explained to the patient the difference between long-acting and short-acting medications. With chronic pain, we would like to keep patient on long-acting medications. Refill on Ambien CR and Lyrica. Also, refer patient to Dr. Kang for pain management as patient would like to have a pain practice closer to home. Keep appointments with narcotics anonymous. Follow-up in one month or sooner if needed. The patient agrees and accepts the plan. Will obtain UDT at next visit as part of the monitoring program.

Prescription:
Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0 Method: Print)
Duragesic Patch (Dosage: 100mcg SIG: apply 1 to skin, change q72 hrs Dispense: 10 Refills: 0 Method: Print)Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0 Method: Print)

Neema Patel APRN, BC

Neema Patel, APRN,BC
CC:Wilson,Janie

COASTAL REHABILITATION MEDICINE ASSOCIATES, P. A.

PHYSICAL MEDICINE & REHABILITATION ASSESSMENT

PATIENT NAME:	**Christopher Price**
RECORD NO.	**26087**
SOCIAL SECURITY #:	**-6659**
DATE OF EVALUATION:	**08/01/06**
REFERRED BY:	**Janie Wilson**

CHIEF COMPLAINT: Lower back

SUBJECTIVE: Patient returns to the office in follow-up. Work-related injury that started December 2002 when he fell into a 7 foot deep hole. States that in the last month, he has been fighting a cold, 2 of his friends committed suicide, and that the duragesic patches are not helping his pain. States that he is staying inside more because of the pain. States that he wants to come off of the patches and wants to go back on Roxicodone 30mg 4-5 times a day. States that he is able to deal with the death of his friends and does not want to see a psychologist nor a psychiatrist. States that he has no plans to commit suicide, nor does he have any thoughts about it. States that he sleeps about 4-6 hours per day. Patient was a workmans comp case, but is now self-pay. UDT in the past in our office has been consistent with duragesic patches, as this is what we are prescribing. States that he did not see Dr. Degrood for right inguinal pain as this got better. Patient has attending narcotics anonymous and brings me paperwork showing that he has attended 11 of these meetings. Patient was not able to see Dr. Colwell as his workers comp would not pay for it. States that he wants to be transfered to a pain management clinic in Myrtle Beach, SC as this is closer for him. Patient does have a history of a diskectomy and a lumbar fusion. Past medications includes oxycodone, avinza, vicodin, remeron, elavil. Patient also has a history of failing a UDT at a previous pain management facility and being positive for marijuana and cocaine. Paitent is here for further evaluation and treatment.

PAIN HISTORY:
Today the patient reports the pain is constant. Its character is an aching, throbbing,exhausting,tiring, penetrating, miserable pain . The worst that it has been since the last visit is 8/10, the least that it has been is 5/10, and the average pain level has been 6/10. The current pain level today is 6/10. The pain is made better with sitting , and the pain is made worse with walking, standing too long. The pain restricts the patient from walking, kneeling, getting out of the house, bending, carrying packages. Today the quality of life scale, according to the American Chronic Pain Association, is a 5.

SOCIAL HX: reviewed and updated

CURRENT MEDICATION: No data for Medication

ROS:

Yes	No		Yes	No		Yes	No	
( )	(X)	Fevers	( )	(X)	Chills	( )	(X)	Blood in urine
( )	(X)	Night sweats	( )	(X)	Unexplained weight loss	( )	(X)	Bloody or dark stool
( )	(X)	Swelling	( )	(X)	Headaches	( )	(X)	Chest Pain
( )	(X)	Balance problems	( )	(X)	Coordination problems	( )	(X)	Shortness of Breath
( )	(X)	Double/Blurry vision	( )	(X)	Cough	( )	(X)	Fainting
( )	(X)	Dizziness	( )	(X)	Abdominal pain	( )	(X)	Difficulty swallowing
( )	(X)	Difficulty talking	( )	(X)	Change in appetite	(X)	( )	Insomnia

HEIGHT: 5`11"
WEIGHT: 141 lbs 0 oz
BMI: 19.7
B/P: 130/81

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FAMILY HISTORY:
Adopted

REVIEW OF SYSTEMS:

Yes	No		Yes	No		Yes	No	
( )	(X)	Fevers	( )	(X)	Chills	( )	(X)	Blood in urine
( )	(X)	Night sweats	( )	(X)	Unexplained weight loss	( )	(X)	Bloody or dark stool
( )	(X)	Swelling	( )	(X)	Headaches	( )	(X)	Chest Pain
( )	(X)	Balance problems	( )	(X)	Coordination problems	( )	(X)	Shortness of Breath
( )	(X)	Double/Blurry vision	( )	(X)	Cough	( )	(X)	Fainting
( )	(X)	Dizziness	( )	(X)	Abdominal pain	( )	(X)	Difficulty swallowing
( )	(X)	Difficulty talking	( )	(X)	Change in appetite	(X)	( )	Insomnia

DIAGNOSTIC TESTING:

HEIGHT: 5`11"
WEIGHT: 152 lbs 0 oz
BMI: 21.2
B/P: 123/82

PHYSICAL EXAMINATION:
Well-developed, slender man, who is awake, alert, oriented and in no distress. Affect is appropriate. Speech is clear. No signs of intoxication. Posture and gait are normal.

ASSESSMENT:
-History of substance abuse
-lumbar facet arthropathies
-Post laminectomy syndrome

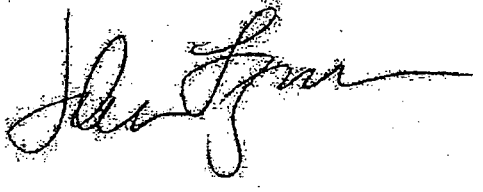
99213-Established Patient - Low Moderate

MEDICAL DECISION MAKING:
Renew medications.

PRESCRIPTIONS:

Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0 Method: Print)
Duragesic Patch (Dosage: 75mcg SIG: change q 3 days Dispense: 10 Refills: 0 Method: Print)Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0 Method: Print)

PLAN:I spoke to him about tapering the Duragesic. He felt that he would not tolerate that at this time. I also encouraged him to seek employment.



John Liguori, MD

CC- Wilson, Janie,

COASTAL REHABILITATION MEDICINE ASSOCIATES, P. A.

PHYSICAL MEDICINE & REHABILITATION ASSESSMENT

PATIENT NAME: Christopher Price
RECORD NO. 26087
SOCIAL SECURITY #:
DATE OF EVALUATION: 06/27/06
REFERRED BY: Janie Wilson

CHIEF COMPLAINT: Low back pain

PAIN HISTORY:
Today the patient reports the pain is constant. Its character is an aching,tiring,pain. The worst that it has been since the last visit is 7/10, the least that it has been is 3/10, and the average pain level has been 5/10. The current pain level today is 4/10. The pain is made better with rest, and the pain is made worse with walking too long, standing too long. The pain restricts the patient from kneeling,, getting out of the house, pursuing hobbies and/or recreational activities, bending . Today the quality of life scale, according to the American Chronic Pain Association, is a 7. Sleep is impaired.

HISTORY OF PRESENT ILLNESS: Long-standing history of back pain and surgery. His last urine drug screen was consistent with the medications I have been prescribing. No evidence of illicit drugs. He feels that the current medications are helping him a great deal.

ALLERGIES:
No known drug allergies

CURRENT MEDICATIONS:
No data for Medication

PAST MEDICAL HISTORY:
Arthritis
Degenerative disk disease
Depression
Diabetes
Herniated Disk
Sciatica
Ulcers

PAST SURGICAL HISTORY:
Back
Bone Graft
fusion
lumbar fusion
Wisdom Teeth

SOCIAL HISTORY:
Alcohol - Occasionally
Drug Use - Pos. Hx. Cocaine
Drug Use - Pos. Hx. Marijuana
Education: HS Graduate
Employment: Disabled
Marital Status: Divorced
Tobacco: Cigarettes 1-2 PPD

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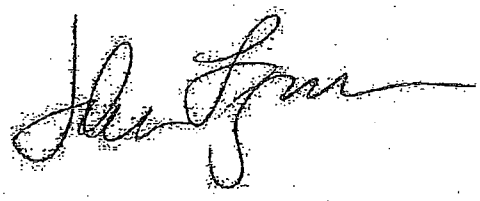
Anonymous next month.

Prescription:
Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0 Method: Print)
Duragesic Patch (Dosage: 75mcg SIG: change q 3 days Dispense: 10 Refills: 0 Method: Print)Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0 Method: Print)



John Liguori, MD

CC:Wilson,Janie

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COASTAL REHABILITATION MEDICINE ASSOCIATES, P. A.

PHYSICAL MEDICINE & REHABILITATION ASSESSMENT

PATIENT NAME: Christopher Price
RECORD NO. 26087
SOCIAL SECURITY #:
DATE OF EVALUATION: 05/30/06
REFERRED BY: Janie Wilson

CHIEF COMPLAINT: Lower back pain

SUBJECTIVE: he still significant benefit from the pain medication. However, he still fills limited in what he can do. No significant side effects. He lifted a 40 pound trash bag the other day and felt immediate onset of pain in the right groin and swelling of his right testicle.

PAIN HISTORY:
Today the patient reports the pain is constant. Its character is an aching, penetrating, tiring pain. The worst that it has been since the last visit is 8/10, the least that it has been is 3/10, and the average pain level has been 5/10. The current pain level today is 4/10. The pain is made better with rest, and the pain is made worse with staying on my feet. The pain restricts the patient from concentraating on your job, getting out of the house, bending, carrying packages. Today the quality of life scale, according to the American Chronic Pain Association, is a5 . Sleep is .

SOCIAL HX: reviewed and updated

CURRENT MEDICATION: No data for Medication

ROS:

Yes	No		Yes	No		Yes	No	
( )	(X)	Fevers	( )	(X)	Chills	( )	(X)	Blood in urine
( )	(X)	Night sweats	( )	(X)	Unexplained weight loss	( )	(X)	Bloody or dark stool
( )	(X)	Swelling	( )	(X)	Headaches	( )	(X)	Chest Pain
( )	(X)	Balance problems	( )	(X)	Coordination problems	( )	(X)	Shortness of Breath
( )	(X)	Double/Blurry vision	( )	(X)	Cough	( )	(X)	Fainting
( )	(X)	Dizziness	( )	(X)	Abdominal pain	( )	(X)	Difficulty swallowing
( )	(X)	Difficulty talking	( )	(X)	Change in appetite	(X)	( )	Insomnia

HEIGHT: 5`11"
WEIGHT: 151 lbs 0 oz
BMI: 21.1
B/P: 130/81

OBJECTIVE: Well-developed slender man, who is awake, alert, oriented and in no distress. Affect is appropriate. Speech is clear. No signs of intoxication. His right testicle is quite a bit larger than the left one. He also has tenderness around the right inguinal area. There is some swelling there as well.

ASSESSMENT: -active substance abuse
-lumbar facet arthropathies.
-Post laminectomy syndrome

PLAN: I will renew his medications. We obtained a urine specimen from him today. I will also refer him to a general surgeon to evaluate his right inguinal and groin area. I will check his attendance records at Narcotics

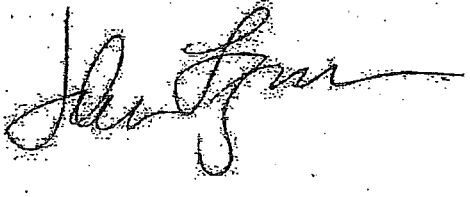
///

MEDICAL DECISION MAKING:
I asked him what a urine drug screen would reveal today. He told me that it would show marijuana. I told him that normally, we would not treat anyone who was dismissed from another pain practice for substance abuse. However, somehow coming down into the office today we did not know that he tested positive in the past for cocaine and marijuana. I explained to him that I am willing to give him another chance that he must strictly adhere to rules which include the following: he must bring the evidence each visit that he has attended narcotics anonymous meetings. All urine drug screens must be consistent with what I prescribed. He must sign and abide by a standard pain contract. He needs to be evaluated by vocational rehabilitation and began a vocational rehabilitation program. He also agreed to see the pain psychologist who is part of this practice. Concordance treatment with these psychologist is a requirement of receiving care in this practice.

PRESCRIPTIONS:

Ambien CR (Dosage: 12.5mg SIG: 1 po qhs prn Dispense: 30 Refills: 0 Method: Print)
Duragesic Patch (Dosage: 75mcg SIG: change q 3 days Dispense: 10 Refills: 0 Method: Print)Lyrica (Dosage: 50mg SIG: 1 po tid Dispense: 90 Refills: 0 Method: Print)

PLAN: I will see him again in three weeks. He agreed to this plan. I also asked him to refrain from parking in handicapped parking spaces.



John Liguori, MD
CC- Wilson, Janie,

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SOCIAL HISTORY: He told me that he used marijuana before his first back injury. He also told me that he started using cocaine after his back injury. He used it to supplement his pain medication and to give him the strength to "leave his bedroom". He has never been to drug rehab nor narcotics anonymous meetings.
Alcohol - Occasionally
Drug Use - Pos. Hx. Cocaine
Drug Use - Pos. Hx. Marijuana
Education: HS Graduate
Employment: Disabled
Marital Status: Divorced
Tobacco: Cigarettes 1-2 PPD

FAMILY HISTORY:
Adopted

REVIEW OF SYSTEMS:

Yes	No		Yes	No		Yes	No	
( )	(X)	Fevers	( )	(X)	Chills	( )	(X)	Blood in urine
( )	(X)	Night sweats	( )	(X)	Unexplained weight loss	( )	(X)	Bloody or dark stool
( )	(X)	Swelling	( )	(X)	Headaches	( )	(X)	Chest Pain
( )	(X)	Balance problems	( )	(X)	Coordination problems	(X)	( )	Shortness of Breath
( )	(X)	Double/Blurry vision	( )	(X)	Cough	( )	( )	Fainting
( )	(X)	Dizziness	( )	(X)	Abdominal pain	( )	(X)	Difficulty swallowing
( )	(X)	Difficulty talking	( )	(X)	Change in appetite	(X)	( )	Insomnia

HEIGHT: 5`11"
WEIGHT: 151 lbs 0 oz
BMI: 21.1
B/P: 124/81
pulse 110

PHYSICAL EXAMINATION: Well-developed, slender anxious appearing male who is awake, alert, oriented and in no distress. Affect is appropriate. Short and long-term memory are intact. Simple and complex commands are followed. Neck is supple. Insepection of ears and nose was unremarkable. Hearing grossly intact. Midline without enlargement. No lymphadenopathy in the anterior or posterior cervical chains. Normal respiratory effort. Normal chest expansion with deep inspiration. No jugular distention. No peripheral edema. Upper extremity strength is normal. Lower extremity strength is normal. Sensation in the upper extremities is normal. Sensation in the lower extremities is normal. Deep tendon reflexes are symmetric in the upper extremities. Lower extremities deep tendon reflexes are not symmetric. He has an absent right achilles tendon reflexes with a 2+ left achilles tendon reflexes. Straight leg raising test is negative for referred pain to either leg. Christopher has tenderness over the bilateral lumbar paraspinals. Lumbar lateral bending range of motion is impaired. This is to the all sides. Lumbar passive rotation to the left caused bilateral low back pain. Lumbar passive rotation to the right caused bilateral low back pain. He has a very long surgical scar over the entire lumbar spine and part of his sacrum. He points to the L3 L4 level as to the level where he feels most of his pain muscle mass is normal in the extremities and lumbar paraspinals. Gait is normal. Skin is intact without lesions or rashes. There`s no sign of lymphadenopathy. No cyanosis or clubbing in the extremities. No tenderness over either sacroiliac joint.

ASSESSMENT:
-active substance abuse
-lumbar facet arthropathies
-Post laminectomy syndrome

99204-New Patient - Moderate

To A prescriptionCOASTAL REHABILITATION MEDICINE ASSOCIATES, P. A.

PHYSICAL MEDICINE & REHABILITATION ASSESSMENT

PATIENT NAME:	Christopher Price
RECORD NO.	26087
SOCIAL SECURITY #:	
DATE OF EVALUATION:	05/09/06
REFERRED BY:	Janie Wilson

CHIEF COMPLAINT: Lower back pain

PAIN HISTORY:
Today the patient reports the pain is constant. Its character is an aching, shooting, stabbing, sharp, tender,penetrating, miserable, pain. The worst that it has been since the last visit is 9/10, the least that it has been is 4/10, and the average pain level has been 7/10. The current pain level today is 8/10. The pain is made better with medications, and the pain is made worse with everything. The pain restricts the patient from walking, kneeling, bathing, housework, reaching upwards, concentrating on his/her job, performing a variety of tasks at work, getting out of the house, pursuing hobbies and/or recreational activities, climbing stairs, bending, carrying groceries/packages, working with his/her hands, visiting family and friends. Today the quality of life scale, according to the American Chronic Pain Association, is a 3. Sleep is impaired.

HISTORY OF PRESENT ILLNESS: Long-standing history of back pain. He was in his usual state of health until December 9, 2002. At that time, while working as an electrician, he was within a crawl space under a restaurant. He fell into a 7 foot deep hole. He hurt his back. He went to see a physician who referred him to Dr. Mills. He had radicular symptoms. Dr. Mills performed a diskectomy, one level. The leg pain went away. He was released to full duties. He reinjured his back. At that time, the pain was primarily back pain. He then underwent a two-level fusion between L4 and L5 and L5 and S1. The back pain did not resolve. He has not returned to work. He has been in and out of pain management. Dr. Wilkins saw him and treated him with Avinza as recently as March of this year. According to the patient, he failed a urine drug screen, testing positive for marijuana and cocaine. The patient reports that he supplemented his pain medications with these two substances.

ALLERGIES:
No known drug allergies

CURRENT MEDICATIONS:
No data for Medication

PAST MEDICAL HISTORY:
Arthritis
Degenerative disk disease
Depression
Diabetes
Herniated Disk
Sciatica
Ulcers

PAST SURGICAL HISTORY:
Back
Bone Graft
fusion
lumbar fusion
Wisdom Teeth

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02/21/2008 13:04 Luis F. Fernandez

Subjective:
In for follow-up . his breathing is a little better. we discussed his pain medications and driving. his brother was worried because sometimes he appears somnolent. i've advised him to refrain from driving if he takes his pain medications.
Objective:
VS: BP: 125/090. BMI: 26.1. H: 5 ' 11.0 ". RR: 19. T: 098.30 Deg.. W: 187 lbs. 00.0 o...
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- faint wheezes to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Contributing Stress #308.9.
Glaucoma (increased eye pressure) #365.9.
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment. he is not to drive if he takes pain medications.
Follow Up:
Return to the clinic in 1 month.

02/20/2008 18:50 Luis F. Fernandez

Subjective:
Patient is here today for a follow-up visit. he's been fair. the last motor vehicle accident has still been responsible for a lot more pain. his medications are working reasonably well. bowels are ok .
Objective:
VS: BP: 125/090. BMI: 26.1. H: 5 ' 11.0 ". RR: 19. T: 098.30 Deg.. W: 187 lbs. 00.0 o...
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EJE- no edema
NEURO- antalgic gait.
SKIN- no rash
STUDIES-
Assessment:
Motor vehicle accident #E819.9.
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Contributing Stress #308.9.
Glaucoma (increased eye pressure) #365.9.
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

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Medications:
Roxicodone, 30mg, take 1-2 every 4hours as needed for pain, #360, refill x0
Follow Up:
Return to the clinic in 1 month.

02/18/2008 15:20 Luis F. Fernandez

Subjective:
Patient is in for a follow-up and to get med refills, patient has complaints of chest congestion. Patient is ambulating well with cane and states that he uses it on and off. he has had much more trouble with pain since the car accident. he has to use the cane more often now . sometimes his left leg gives out.
Objective:
VS: BP: 128/089. BMI: 25.4. H: 5 ' 11.0 ". P: 121. RR: 19. T: 098.70 Deg.. W: 182 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Motor vehicle accident #E819.9.
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Contributing Stress #308.9.
Glaucoma (increased eye pressure) #365.9.
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment. refill medications.
Medications:
Roxicodone, 30mg, take 1-2 every 4hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x1
Dalmane 30mg by mouth at bedtime #30, refill x3
Lexapro 10mg by mouth once daily #30, refill as needed
Xanax 0.25mg by mouth three times daily #90, refill x6
Follow Up:
Return to the clinic in 1 month.

12/28/2007 10:52 Luis F. Fernandez

Subjective:
Patient is here today for a follow-up visit. Pain level 4 with medications. He has been able to skip a pain pill occasionally up until the recent motor vehicle accident and is again having more back pain. He denies any side effects from the medications. He is sleeping and eating ok. He is complaining of pain in perineum and thinks there is something there causing pressure. B&B are ok, no changes.
Objective:
VS: BP: 117/083. BMI: 24.4. H: 5 ' 11.0 ". P: 115. W: 174 lbs. 06.0 oz..
GEN-mild distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- small cyst noted on perineum, no redness, mild tenderness to palpation

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BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Depression #311.
Stress
Glaucoma

Plan:
renew prescription
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Roxicodone, 30mg, take 1-2 every 4hours as needed for pain, #360, refill x0

Follow Up:
1 month

12/19/2007 17:28 Luis F. Fernandez

Subjective:
just a follow up. he's been doing fair, he was in a motor vehicle accident but his pain levels have been stable. he's been able to get around ok . bowels are ok .

Objective:
VS: BP: 117/083. BMI: 24.4. H: 5 ' 11.0 ". P: 115. W: 174 lbs. 06.0 oz..
GEN- no distress
HEENT- normal
NECK supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Motor vehicle accident #E819.9.
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Stress
Glaucoma

Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Roxicodone, 30mg, take 1-2 every 4hours as needed for pain, #360, refill x0
Prednisone 10mg by mouth once daily #10, refill x0

Follow Up:
Return to the clinic in 1 month.

10/25/2007 16:30 Luis F. Fernandez

Subjective:
In for follow-up . he's been doing ok . his pain levels are pretty stable. bowels are ok . he gets around ok as long as he takes his time. he uses a cane.

Objective:
VS: BP: 144/091. BMI: 25.2. H: 5 ' 11.0 ". P: 117. RR: 20. T: 098.20 Deg.. W: 180 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy

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LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Stress
Glaucoma

Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Dalmane, 30mg, 1 po every at bedtime prn #30 refillx6
Xanax 0.25mg by mouth three times daily', #90, refill x6
Keflex 500mg by mouth three times daily #30, refill x0
Roxicodone, 30mg, take 1-2 every 4hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x1

Follow Up:
Return to the clinic in 1 month.

09/26/2007 15:09 Luis F. Fernandez

Subjective:
In for follow-up . he's been doing ok , getting along well. his pain levels have been pretty good. bowels are ok . he's been trying to lose weight.

Objective:
VS: BP: 166/086. BMI: 23.5. H: 5 ' 11.0 ". P: 084. RR: 20. T: 099.50 Deg.. W: 168 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Stress
Glaucoma

Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x 1
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refillx 0

Follow Up:
Return to the clinic in 1 month.

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08/08/2007 15:18 Luis F. Fernandez

Subjective:
In for follow-up . he's doing a little better. getting around ok . still in mourning for his father. is pain levels have been tapering though. bowels are ok . he is sleeping some better

Objective:
VS: BP: 131/088. BMI: 23.8. H: 5 ' 11.0 ". P: 086. T: 098.00 Deg.. W: 170 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXT- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Stress
Glaucoma

Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x 1
Dalmane, 30mg, 1 po every at bedtime prn #30 refillx 0
Xanax 0.25mg by mouth three times daily , #90, refill x0

Follow Up:
Return to the clinic in 1 month.

07/23/2007 13:29 Luis F. Fernandez

Subjective:
in for follow-up . doing fair. still grieving the loss of his father a lot. he's ben very nervous. he's had a few panic attacks as well. he is staying with family.

Objective:
VS: BP: 131/088. BMI: 23.8. H: 5 ' 11.0 ". P: 086. T: 098.00 Deg.. W: 170 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXT- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Stress
Glaucoma

Plan:

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start Xanax short term
Medications:
Xanax 0.25mg by mouth three times daily , #90, refill x0
Follow Up:
Return to the clinic in 1 month.

07/11/2007 14:23 Luis F. Fernandez

Subjective:
In for follow-up , he's been doing pretty well. his pain levels have been well controlled. he limits his activity to stay out of pain as well. bowels are ok . he still has trouble with sleep though.
Objective:
VS: BP: 145/094. **BMI:** 21.7. H: 5 ' 11.0 ". P: 095. W: 155 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXT- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Flexeril, 10mg one po qG-8 hrs , #90 refill x1
Dalmane 30mg, 1 po every at bedtime prn #30 refill x0
Follow Up:
Return to the clinic in 1 month.

06/07/2007 13:50 Luis F. Fernandez

Subjective:
Patient is in for follow up. Patient has no complaints of chest pain, palpitations, shortness of breath or cough. Patient has multiple back complaints of pain. Patient states no GI or GU distress. Patient is eating and sleeping ok. Patient states that they have not been exercising regularly. Pain level 8. There has been more legal rongling and thus more stress and anxiety. He is still living in Georgia but going to move back here.
Objective:
VS: BP: 137/101. **BMI:** 22.1. H: 5 ' 11.0 ". P: 091. RR: 20. T: 098.10 Deg.. W: 158 lbs. 00.0 oz..
GEN- moderate distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXT- no edema
NEURO- grossly normal

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SKIN- no rash, facial lesions scabed over he has scratched open
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
renew new
Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x 1
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refill x 0
Keflex 500mg 1 po four times daily x 10 days # 40 refill x 0
Follow Up:
1 month

05/10/2007 13:59 Luis F. Fernandez

Subjective:
Patient is here today for a follow-up visit. Pain level 3 with medications. Cold weather makes it worse and it was cold in Georgia. HE has no chest pain. The patient is in no acute distress. He has no shortness of breath he has a little cracking in vice due to dry mouth. His mood is better and feels the Lexapro is helping the depression. B&B ok, eating well, gaining weight (good), sleeping ok if he has Ambien. Blood sugar has been 100 105.
Objective:
VS: BP: 150/090. BMI: 22.4. H: 5 ' 11.0 ". P: 100. RR: 20. T: 096.40 Deg.. W: 160 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
renew medications
Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refill x 0
Follow Up:
1 month

04/19/2007 15:10 Luis F. Fernandez

Subjective:
Patient is here today for a follow-up visit. Pain level 8-9 with medications. He just drove from the Carlina's. He denies any chest pain, no shortness of breath. B&B ok. He is eating good. He states he is sleeping poor due to lots of stress and problems. He

101

finds himself being more and more withdrawn.
Objective:
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Plan:
renew medications
Medications:
Lexapro 10 mg 1po once daily # 30 refill x 2
Singulair 10 mg 1 po once daily #30 refill x 0
Follow Up:
1 month

03/20/2007 13:57 Luis F. Fernandez

Subjective:
In for follow-up . he's been doing pretty well his pan levels have been 5-6 mostly on the medications. he gets around ok though. no trouble with his bowels. sleeping ok .
Objective:
VS: BP: 139/089. BMI: 22.2. H: 5 ' 11.0 ". P: 093. RR: 20. T: 096.40 Deg.. W: 159 lbs 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Follow Up:
Return to the clinic in 3 months.

100

02/21/2007 16:37 Luis F. Fernandez

Subjective:
In for follow-up . he's been doing pretty good. his pain levels have been pretty good he's had to limit his physical activity. his bowels are ok . he still has some sleep trouble due to pain as well.
Objective:
VS: BP: 147/091. BMI: 21.2. H: 5 ' 11.0 ". P: 104. RR: 20. T: 096.50 Deg.. W: 152 lbs 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXT- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone, 30mg, take 1-2 every 4 hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x3
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refill x3
Follow Up:
Return to the clinic in 1 month.

01/25/2007 13:50 Luis F. Fernandez

Subjective:
Patient is here today for a follow-up visit. Pain level low back, pain 6 with medications. Remain unable to work or walk any length . No chest pain, no shortness of breath, eating sleeping good.
Objective:
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART regular rhythm without murmur
ABD- normal, LKSNP
GENT- deferred
EXT- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES- VS: BP: 157/087. BMI: 21.6. H: 5 ' 11.0 ". P: 087. RR: 20. T: 096.80 Deg.. W: 151 lbs. 60.0 oz..
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Plan:

99

renew medications
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #180, refill x0
Flexeril 10mg one po q6-8 hrs , #90 refill x 1
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refill x 0
Follow Up:
1 month

12/26/2006 17:09 Luis F. Fernandez

Subjective:
Patient presents today for follow up of chronic problems. The pain has been so bad the last 3 days he ran out of medications. Pain level at 10. HE has no chest pain, no shortness of breath, no gastrointestinal or genitourinary problems. He is eating fair. He is still having trouble sleeping at night.
Objective:
VS: BP: 139/079. BMI: 21.0. H: 5 ' 11.0 ". P: 126. RR: 20. T: 096.90 Deg.. W: 150 lbs 00.0 oz..
GEN- mod distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Depression
Stress
Plan:
renew medications
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #180, refill x0
Flexeril 10mg one po q6-8 hrs , #90 refill x 1
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refill x 0
Follow Up:
1 month

11/30/2006 13:17 Luis F. Fernandez

Subjective:
In for follow-up . he's just returned from the Carolinas. his back has been very painful. he's been doing more exertion than he should. the Ambien has helped him sleep. bowels are ok .
Objective:
VS: BP: 159/093. BMI: 20.5. H: 5 ' 11.0 ". P: 097. RR: 20. T: 097.80 Deg.. W: 147 lbs 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

98

Assessment:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0
Flexeril 10mg one po q6-8 hrs , #90
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refillx 0
Follow Up:
Return to the clinic in 1 month.

10/31/2006 17:15 Luis F. Fernandez

Subjective:
Patient presents today as follow up chronic pain. The MD up in SC. has put him on Fentyl patch which has not worked well. 1st and 3 rd day not effective and 2 nd he felt high. The Roxicodone that he was on here worked much better. He is going to be living here and there half/half.
Objective:
VS: BP: 126/080. BMI: 21.4. H: 5 ' 11.0 ". P: 094. RR: 20. W: 153
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXT- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Low back pain
Depression
Stress
Plan:
renew medications
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0
Flexeril 10mg one po q6-8 hrs , #90
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refillx 0
Follow Up:
1 month

08/08/2006 14:06 Luis F. Fernandez

Subjective:
Records copied and faxed invoice to Disability of SC
Assessment:
med records

04/07/2006 11:39 Luis F. Fernandez, MD and/or Debra Ihnot, ARNP

Subjective:
copied records for Advanced Orth
Assessment:
med records copied

97

03/06/2006 14:39 Luis F. Fernandez, MD and/or Debra Ihnot, ARNP

Subjective:
patient called and stated that he needed a med refill. if there was a problem to call him back at 941-258-0803.cs
Assessment:
med refill called into 843-626-2214 walgreens in n.c.
Plan:
cs
Medications:
Flexeril 10mg one po every 8 hrs pr, #90 refillx0
Ambien CR, 12.5mg, 1 po every at bedtime #30 refillx0

03/02/2006 15:48 Luis F. Fernandez, MD and/or Debra Ihnot, ARNP

Subjective:
patient needs records sent to

01/24/2006 12:04 Luis F. Fernandez, MD

Subjective:
in for follow-up . doing fair. his pain has been pretty well controlled with this regimen. he's been able to get around pretty well. bowels are ok . he may have to continue his care up in the Carolinas.
Objective:
VS: BP: 122/090. H: 5 ' 11.0 ". P: 096. RR: 20.
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EXE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES
Assessment:
Low back pain
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0
Flexeril 10mg one po q6-8 hrs , #90, refill x0
Ambien CR, 12.5mg, 1 po every at bedtime prn #30 refillx 0
Follow Up:
Return to the clinic in 1 month.

01/09/2006 12:17 Luis F. Fernandez, MD

Subjective:
patient called and stated that he needed a med refill.
Assessment:
med refill to be picked up by patient
Plan:
cs
Medications:

96

Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0

12/21/2005 09:56 Luis F. Fernandez, MD

Subjective:
back pain level with medications- 6 going to dentist today
Objective:
GEN-mod no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, LKSNP
GENT- deferred
BJE- no edema
NEURO grossly normal
SKIN- no rash
STUDIES-
Assessment:
chronic Low Back Pain #/24.2.
Plan:
renew medications
Medications:
Flexeril 10mg one po q6-8 hrs , #90
Ambien c.r. 12.5 1 po every at bedtime prn #30 refill x 0
Follow Up:
1 month

12/12/2005 15:37 Luis F. Fernandez, MD

Subjective:
med refill
Assessment:
med refil
Plan:
ami
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0

11/18/2005 11:16 Luis F. Fernandez, MD

Subjective:
pain level 4 with medications
Objective:
VS: BP: 117/080. BMI: 23.9. H: 5 ' 11.0 ". P: 098. RR: 20. W: 171 lbs. 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, LKSNP
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
chronic low back pain
Plan:
renew meds
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0
Follow Up:

95

1 month

10/21/2005 11:09 Luis F. Fernandez, MD

Subjective:
pain level 6 with medications more recently . stress is up
Objective:
VS: BP: 106/068. H: 5 ' 11.0 ". P: 088. RR: 20.
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, LKSNP
GENT- deferred
EJE- no edema
NEURO- grossly normal
SKIN- no rash
Assessment:
chronic low back pain
Plan:
renew medications
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0
Follow Up:
1 month

09/21/2005 11:41 Luis F. Fernandez, MD

Subjective:
in for follow-up . doing fair. his pain levels have been 5-6 mostly. bowels are ok. no genitourinary symptoms.
Objective:
VS: BP: 132/091. BMI: 24.6. H: 5 ' 11.0 ". P: 103. RR: 21. T: 097.90 Deg.. W: 176 lbs 00.0 oz..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Low back pain
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone 30mg, take one every 4 hours as needed for pain, #150, refill x0
Follow Up:
Return to the clinic in 1 month.

08/25/2005 16:35 Luis F. Fernandez, MD

Subjective:

94

in for follow-up . doing ok. the painmeds help keep him pretty functional. bowels are ok. no chest pain or shortness of breath no genitourinary symptoms.
Objective:
VS: BP: 124/087. H: 5 ' 11.0 ". P: 107. RR: 20. T: 096.90 Deg..
GEN- no distress
HEENT- normal
NECK supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-
Assessment:
Low back pain
Fall 2002 with lower back injury
Depression
Stress
Glaucoma
Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.
Medications:
Roxicodone 30mg, take one every 6 hours as needed for pain, #120, refill x0
Flexeril 10mg one po q6-8 hrs , #90, refill x3
Follow Up:
Return to the clinic in 1 month.

07/20/2005 11:29 Luis F. Fernandez, MD

Subjective:
pain level 4 with medications blood sugars high127
Objective:
clbp sp. laminectomy
Assessment:
chronic low back pain
Plan:
renew medications roxicodone due the 30th
alc draw
Medications:
Roxicodone 30mg, take one every 6 hours as needed for pain, #120
Flexeril 10 mg 1 po 6-8 hrs # 120
Follow Up:
1 month

06/29/2005 14:20 Luis F. Fernandez, MD

Subjective:
In for follow-up . doing ok. the medications work pretty well to control his pain. his sugars have been very good. he's on a strict ADA type diet and has been checking his blood sugar three times daily .
Objective:
VS: BP: 124/087. H: 5 ' 11.0 ". P: 107. RR: 20. T: 096.90 Deg..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
EJE- no edema

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MEDICAL SUMMARY FOR: Price, Christopher C

Chart Num: Self Pay
Address:

Phone(H): 941-[illegible]-0803
SSN:
Marital:
DOB: 10/23/1969

ALLERGIES

The patient reports no known drug allergies.

PROBLEMS

ACTIVE PROBLEMS:
Degenerative Disc Disease #722.6.
Low Back Pain #724.2.
Fall 2002 with lower back injury
Depression #311.
Contributing Stress #308.9.
Glaucoma (increased eye pressure) #365.9.

INACTIVE PROBLEMS:

MEDICATIONS

Roxicodone, 30mg, take 1-2 every 4hours as needed for pain, #360, refill x0
Flexeril, 10mg one po q6-8 hrs , #90 refill x1
Dalmane 30mg by mouth at bedtime #30, refill x3
Lexapro 10mg by mouth once daily #30, refill as needed
Xanax 0.25mg by mouth three times daily #90, refill x6

SURGERIES

Spinal fusion - Coastal Orthopedics 6/04

FAMILY HISTORY

Unknown-Adopted

TOBACCO: smoke one pack qd
ALCOHOL: Social
INTERVENTIONS/STUDIES:

SOCIAL HISTORY:

LAST PRINTED: 04/04/2008

92

NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BUE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:

New onset Diabetes
Low back pain
Depression
Stress
Glaucoma

Plan:

start po hypoglycemic
schedule labs

Medications:

Roxicodone 30mg, take one every 6 hours as needed for pain, #120, refill x0
Flexeril 10mg one po q6-8 hrs , #90, refill x0

Follow Up:

Return to the clinic in 2 weeks.

91

NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Diabetes Mellitus (non-insulin dependent "sugar" diabetes) Type 2 - #250.00.
Low back pain
Fall 2002 with lower back injury
Depression
Stress
Glaucoma

Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Roxicodone 30mg, take one every 6 hours as needed for pain, #120, refill x0

Follow Up:
Return to the clinic in 1 month.

06/15/2005 16:22 Luis F. Fernandez, MD

Subjective:
In for follow-up . doing ok. his sugars have been very good since the last week or so. he feels better as well. no trouble with the medications . bowels are ok. he does have trouble with sleep still. Lunesta didn't help.

Objective:
VS: BP: 124/087. **H:** 5 ' 11.0 ". **P:** 107. **RR:** 20. **T:** 096.90 Deg..
GEN- no distress
HEENT- normal
NECK- supple without lymphadenopathy
LUNGS- clear to auscultation
HEART- regular rhythm without murmur
ABD- normal, liver, kidney, and spleen are nonpalpable
GENT- deferred
BJE- no edema
NEURO- grossly normal
SKIN- no rash
STUDIES-

Assessment:
Low back pain
Fall 2002 with lower back injury
Depression
Stress
Glaucoma

Plan:
Continue current management, call or return to the office if problems arise prior to the next appointment.

Medications:
Ambien 10mg, take one at bedtime. #30, refill x6
Actos 15mg, take one daily, #30, refill prn

Follow Up:
Return to the clinic in 1 month.

06/01/2005 16:39 Luis F. Fernandez, MD

Subjective:
in to establish. I care for his father and other brother. he has a history of chronic lower back pain due to an injury. he's had back surgery. he also has been feeling tired and fatigued. he tested his sugar on his father's machine and has come up with sugars in the 200 and 300 range.

Objective:
VS: BP: 129/095. **BMI:** 25.2. **H:** 5 ' 11.0 ". **P:** 105. **RR:** 20. **W:** 180 lbs. 00.0 oz.. 90
GEN- no distress
HEENT- normal

CHRISTOPHER PRICE
64214
01/16/2004

SUBJECTIVE: Returns today and continues to have significant low back pain with intermittent pain radiating down the back of the right leg to the knee. When questioned further, his symptoms have changed as he was having right lateral leg pain prior to his surgery.

OBJECTIVE: Well-developed, well-nourished, 34-year-old white male in no apparent distress, alert and oriented.

Lumbar MRI with Gadolinium dated 1/7/04 per report reveals annular tear at L4-5, moderate to severe central canal stenosis with mild exit foraminal stenosis at L4-5. Status post right laminotomy, right L5-S1. Broad based annular bulge, L5-S1, contributing to exit foraminal narrowing.

ASSESSMENT:
1. **Spinal stenosis, L4-5.**
2. **Status post right L5-S1 laminotomy and discectomy, 4/22/03.**

PLAN: Dr. Mills was over at the surgery center this morning doing facet injections and was unable to see Mr. Price. I went over the MRI findings with Mr. Price, and he feels that he can no longer live with his back and leg pain and would like to proceed with surgical intervention if recommended by Dr. Mills. He is not interested in facet of epidural steroid injections. Vicodin #30 for pain. Mobic 7.5 mg. 1-2 po q d. He is to remain out of work until his scheduled follow up next week with Dr. Mills for review of his MRI and possible surgical recommendations.

C. Todd Beebe, PA-C /pmc
for William L. Mills, MD
90988

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
12/22/2003

SUBJECTIVE: Mr. Price apparently got into some trouble recently and has to do 60 hours of community service. The MRI for his low back was not approved.

OBJECTIVE: Well-developed, well-nourished 34-year-old white male in no apparent distress. Alert and oriented x3.

ASSESSMENT: Low back pain with radicular symptoms.

PLAN: The patient can return to work light duty. No lifting greater than 10-15 lb. Vicodin #30 for pain. He can schedule an appointment after his lumbar MRI is obtained.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
88921

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
10/15/2003

SUBJECTIVE: Mr. Price reports a two week history of right lower back pain. He denies accident or injury. He denies radicular leg pain. He is working 20 to 25 hours a week.

OBJECTIVE: Well-developed, well-nourished 33-year-old white male in no apparent distress. Alert and oriented. Tenderness to palpation at the right PSIS.

ASSESSMENT: Low back pain.

PLAN: Using aseptic technique, he was given an injection into the right PSIS with Kenalog and Lidocaine. The patient tolerated the procedure well. Vicodin #30 for pain. Followup on an as needed basis.

C. Todd Beebe, PA-C /dsh
for William L. Mills, M.D.
82062

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
08/08/2003

SUBJECTIVE: Returns after finishing two more weeks of work conditioning. His pain has improved some. He reports daily pain which he rates at about a 4 or 5 on a scale of 1 to 10. He denies radicular leg pain.

OBJECTIVE: Well-developed, well-nourished 33-year-old white male in no apparent distress, alert and oriented x 3.

ASSESSMENT: Nonradicular low back pain status post lumbar discectomy.

PLAN: The patient was reviewed with and seen by Dr. Mills. He is at maximum medical improvement with a 10% whole person impairment which equates to a 13% impairment to the spine. He can return to work full duty. He was given a pres. for Celebrex 200 mg. po q d. He was instructed on safe lifting and proper body mechanics. Follow up on as needed basis, and if he is unable to tolerate work, he may next need work hardening.

C. Todd Beebe, PA-C /pmc
for William L. Mills, MD
75035

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
07/07/2003

SUBJECTIVE: Mr. Price returns after having had three weeks of work hardening. He continues with severe lower back pain. He did have one recent episode of right leg pain but for the most part has only axial back pain.

OBJECTIVE: Well-developed, well-nourished 33-year-old white male in no apparent distress, alert and oriented x3. Well healed midline lumbar incision which is nontender to touch.

ASSESSMENT: Low back pain, status post lumbar diskectomy.

PLAN: We will have him continue with three more weeks of Work Hardening. The patient was given a prescription for a TENS unit. He is to remain out of work until his next followup in 3-4 weeks. Samples of Remeron 15 mg SolTab for sleep disturbance.

C. Todd Beebe, PA-C /dsh
for William L. Mills, M.D.
71667

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
05/22/2003

SUBJECTIVE: He states that he finished two weeks of physical therapy. He is having quite a bit of lower back pain, however, no radicular pain. Denies fever. There has been no drainage from his incision. He has been out of work now for six months.

OBJECTIVE: There is no drainage, no increased warmth. There is a little bit of fluctuance around the incision, however, which may represent a small hematoma.

ASSESSMENT: Status post lumbar discectomy.

PLAN: Two more weeks of therapy. Start him on Celebrex and Vicodin #40. Would recommend two more weeks of therapy and then gradually progress him on into a 4 to 6 week work hardening program. We will see him back upon completion of that.

William L. Mills, M.D. /pmc
66959

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
02/19/2003

SUBJECTIVE: He did not have the epidurals. He has seen Dr. Benjamin, however, I do not have a report from that evaluation. He continues with lower back pain equal in intensity to radiating right leg pain.

OBJECTIVE: Well-developed, well-nourished in no acute distress.

ASSESSMENT: Chronic lower back pain and leg pain.

PLAN: To further define the anatomy and end anticipation of possible surgery we will proceed at this point with lumbar CT myelogram. Patient is on an out of work status, Tylenol 3 #40, followup for review of his scan.

William L. Mills, M.D. /ncl
56674

James E. Turek, MD, Referring Dr.

Chart Copy

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CHRISTOPHER PRICE
64214
02/10/2003

Dr. Wilkins and I were having a conversation about W/C. I came back into the room and Chris informed me that he had a lawyer for his case because of his situation. Chris said that he fell in a hole at a restaurant and then told his employer. Chris explained that his employer did not report the situation to W/C until four days later. At that time, the employer told W/C that he fell off a ladder at work. Chris said that the reason the employer said he fell from the ladder was because the employer didn't report the accident with 24 hours after the incident. Chris said he went back to the restaurant and took pictures of the hole that cause his fall. Chris proceeded to tell me that his lawyer told him that "I'm going to get you some money". Christ said he was going to sue the restaurant, his employee and some doctors.

I discussed with Dr. Wilkins about the situation. He in turn, advised me to speak with Dr. Mills since this is Dr. Mills patient.

Sandra Michelle Soles

Jeffrey A. Wilkins, M.D. /dsh
57194

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
01/20/2003

Mr. Price returns earlier than his scheduled appointment. Patient states he went to his 1st session of physical therapy 4 days ago and afterwards had severe right leg pain which has now become constant. Pain is aggravated by standing and he has not been able to work. He has canceled his epidural steroid injections for a 2nd opinion.

OBJECTIVE: Well-developed, well-nourished 33-year-old white male in no apparent distress. Alert and oriented x3. Positive seated straight leg raise on the right.

ASSESSMENT: Lumbar spondylosis with right lumbar radiculopathy.

PLAN: Due to the patient's severe right leg pain with standing, we will have him stay out of work until his next appointment in February. He is to continue physical therapy with Kate and he was given samples of Celebrex for pain and inflammation.

C. Todd Beebe, PA-C for
William L. Mills, M.D. /vlr
53420

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

CHRISTOPHER PRICE
64214
01/13/2003

SUBJECTIVE: He continues with radicular pain in his right leg predominant over axial symptoms. He is here today for review of his scan.

OBJECTIVE: Well-developed, well-nourished in no acute distress. Lumbar MRI dated 1-7-2003 is reviewed and by my interpretation there is normal marrow signal and alignment throughout the lumbar vertebrae. Normal signal in the hips. No evidence of AVN. There is a left herniation at L4-5 associated with a posterior annular tear as well as stenosis at this level. There is right L5-S1 exit foraminal stenosis.

ASSESSMENT: Lumbar spondylosis with right lumbar radiculopathy.

PLAN: Series of lumbar ESIs. Continue light duty, 10-15 pound lifting. Tylenol #3 #40. Follow-up in 4-6 weeks.

William L. Mills, M.D._ /vlr
52638

James E. Turek, MD, Referring Dr.

Chart Copy

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

Initial Visit Report of PRICE, CHRISTOPHER C
Case No: 64214

10-15 lbs. Follow up for further evaluation after his MRI is obtained.

C. Todd Beebe, PA-C /kll
for William L. Mills, MD
51606
James E. Turek, MD, Referring Dr.

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

Initial Visit Report of PRICE, CHRISTOPHER C
Case No: 64214

PHYSICAL EXAMINATION:

GENERAL:	Well-developed, well-nourished, 33-year-old, white male in no apparent distress. Alert and oriented x 3. Height 5 ft, 10 in. Weight 155 lbs. Blood pressure 1338/87.
HEENT:	Normocephalic and atraumatic; pupils equal, round, and reactive to light and accommodation; extraocular motility intact; and oropharynx clear.
NECK:	Supple without adenopathy.
LUNGS:	Clear to auscultation bilaterally without rales or rhonchi.
HEART:	Regular rate and rhythm without appreciable murmur.
ABDOMEN:	Soft and nontender. Normoactive bowel sounds.
LUMBAR SPINE:	Tender to palpation at the right PSIS. He can forward flex with fingertips to mid shins with moderate pain.
HIPS:	Painless range of motion bilaterally.
VASCULAR:	Posterior tibialis and dorsalis pedis pulses 2+ bilaterally.
DERMATOLOGIC:	Skin is warm and dry. No vesicular rashes noted.
NEUROLOGIC:	Manual motor testing reveals 5/5 strength bilaterally of the hip abductors, hip adductors, hamstrings, quadriceps, ankle dorsiflexors, and EHLs. Decreased sensation to light touch in the right lower extremity down to the knee. 2+ patella and ankle jerk reflexes bilaterally. Mildly positive seated straight leg raise on the right. No clonus or muscular atrophy noted.
X-RAYS/LAB:	AP and lateral lumbar spine views brought with the patient from 12/09/02 revealed no evidence of fracture. No spondylolisthesis.
IMPRESSION:	**Low back pain with radiculopathy.**
PLAN:	The patient was reviewed with and seen by Dr. Mills. He may be suffering from a herniated disc which is causing significant low back and occasional right leg pain. Dr. Mills would like to further evaluate with a MRI of the lumbar spine. We will begin six weeks of physical therapy for lumbar trunk stabilization. Patient can return to work light duty with no lifting greater than

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COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

COASTAL ORTHOPAEDIC ASSOCIATES, P.A.

James W. Yates, Jr., M.D.
J. Stewart Haskin, Jr., M.D.
A. Jay Preslar III, M.D.
William L. Mills, M.D.
Jeffrey C. Wilkins, M.D.
Ross Taylor, M.D.
C. Curtis Elliott, M.D.

MUSCULOSKELETAL EVALUATION

CHRISTOPHER PRICE
[redacted]
MURRELLS INLET, SC 29576

Date: 01/02/2003
Case No: 64214
AGE/SEX: 33Y/M

Referred By: JAMES TUREK, MD

COMPLAINT: Low back and right leg pain.

HISTORY: Mr. Price is a 33-year-old white male who is seen at the request of Dr. Turek for the above chief complaints. The patient reports a work-related accident on 12/09/02 where he was standing on a ladder five feet above the ground when he proceeded to misplace his foot. He then fell onto the ground onto both feet. He had the immediate onset of a lower back pain which has since gone on to radiate into the right hip and down the front of the right leg to the knee. He denies previous back pain. His back and leg pain is not activity related and he does report a predominance of back over leg pain. Taking pain medication and lying down helps relieve his pain. He currently rates this as a 5/10. Recent treatment with Prednisone and pain medication has made his back pain tolerable. He denies recent fever, weight loss, and bowel or bladder dysfunction. He does complain of nocturnal pain.

REVIEW OF SYSTEMS: Per patient questionnaire is otherwise significant for difficulty sleeping, joint pain and stiffness.

MEDICAL HISTORY: Ulcers.

SURGICAL HISTORY: None.

FAMILY HISTORY: Patient is adopted and his family medical history is unknown.

SOCIAL HISTORY: Patient is single and has no children. He smokes 1½-2 packs of cigarettes per day. Denies alcohol use. He is an electrician for Peachtree Electric and has been out of work since his accident.

MEDICATIONS: Patient recently finished three weeks of Prednisone 20 mg a day and also takes Ultram and Vicodin ES prn.

ALLERGIES: NKDA.

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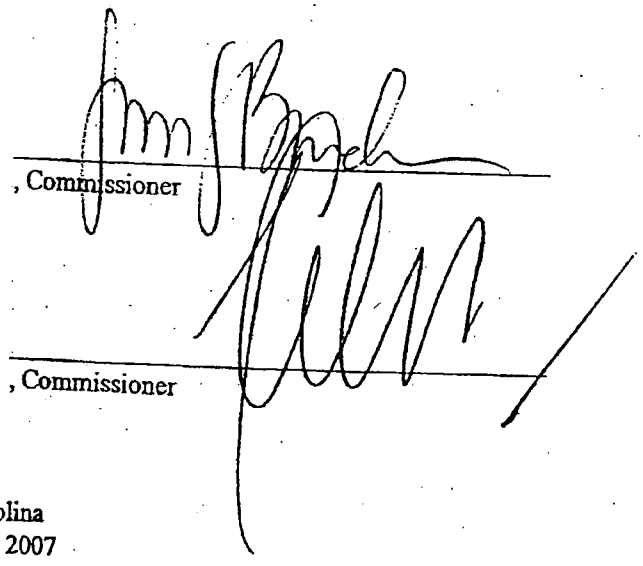
REVERSED AND REMANDED

CONCUR:



, Commissioner

, Commissioner

Columbia, South Carolina
_____, 2007

this regard. The single Commissioner's Order, therefore, must be reversed.

FINDINGS OF FACT

The foregoing facts are hereby incorporated by reference as this Commission's Findings of Fact, and this Commission further finds as follows:

1. Claimant suffered a new accident and injury on or about November 3, 2003, while working for Bob Wire Electrical, Inc., which accident and injury was an aggravation of his pre-existing back condition. Based upon the medical records, testimony and other evidence in the record, it appears that this new accident occurred on or about November 3, 2003.

2. Claimant gave notice of the new accident and injury which occurred while working for Bob Wire by immediately telling his supervisor on the job, Brad Arruda, who in turn told the owner of Bob Wire.

3. The statute of limitations was satisfied by Bob Wire being added as a party by Defendants Peachtree and Builders Mutual.

4. This claim is remanded to the Jurisdictional Commissioner for determination of average weekly wage and benefits, etc., and apportionment of benefits paid and /or to be paid in a manner consistent with the findings set forth herein.

ORDER

IT IS, THEREFORE, ORDERED that the Order of the Hearing Commissioner filed on July 5, 2006, is hereby AFFIRMED, AS MODIFIED, and the matter is remanded to the jurisdictional Commissioner as provided herein.

AND IT IS SO ORDERED.

SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

C. Bryan Lyndon, Commissioner
For the Appellate Panel

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CERTIFICATE OF SERVICE

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

This 4th day of May, 2007.

RCD
ADC

> **conscience ought to pay it**; and it is to be applied according to the dictates of equity and good conscience in the light of the actions and relationship of the parties.

Id. (citing Calbert Fire Insurance Company v. James, 236 S.C. 431, 435, 114 S.E.2d 832, 834 (1960)). (Emphasis in original.)

> The elements of the doctrine of equitable subrogation are:
>
> (1) the party claiming subrogation has paid the debt;
>
> (2) the party was not a volunteer, but had a direct interest in the discharge of the debt or lien;
>
> (3) the party was secondarily liable for the debt or for the discharge of the lien; and
>
> (4) no injustice will be done to the other party by the allowance of the equity.

United Carolina Bank v. Caroprop, Ltd., 316 S.C. 1, 2, 446 S.E.2d 415, 416 (1994); Shumpert v. Time Ins. Co., supra.

In this case, this Commission has the authority and power to place the responsibility for a claim upon the employer and carrier who ultimately should be liable. The doctrine of equitable subrogation applies here and its elements have been satisfied with respect to Bob Wire. Peachtree, the party claiming subrogation, paid the debt owed to the injured worker, Christopher Price. Peachtree was not a volunteer, but had a direct interest in the discharge of the debt or lien. Peachtree was secondarily liable for the debt in that, save for the intervening accident and causation, it would have liability. Certainly, no injustice will be done to the party who, in equity and good conscience, should be responsible - Bob Wire.

It is the duty of this Commission to make a fair determination of true liability and apportion the costs of caring for an injured worker appropriately. The single Commissioner's Order fails in

Commissioner's finding that the statute of limitations applied is an error of law.

(c) The claim is not barred simply because the *Claimant* did not pursue the claim.

The Commissioner found that the issues regarding the notice provisions and statute of limitations of the Act were "moot" because the Claimant brought no claim against Bob Wire. First, it must be noted that nowhere in §42-15-40 is there a requirement that the claim be filed by the employee. Here, Peachtree did bring such a claim, as soon as it knew such a claim existed, as an aggrieved party has an inherent right under the Act and the laws of this State to do.

The Workers' Compensation Act is remedial. While the regulations of this Commission make no specific provisions for an Employer to bring third-party or indemnity claim against another party in this situation, it should not be precluded from doing so. This is consistent with this State's Rules of Civil Procedure. See, SCRCP Rule 14. It is also consistent with other analogous procedures provided in the Worker's Compensation Act. Cf., S.C. Code §42-1-560(c). And the common law doctrines of indemnity and equitable subrogation are certainly applicable in an instance, such as this, where one employer has been required by circumstance to pay a claim for another employer.

Subrogation may be broadly defined as the substitution of one person in the place of another with reference to a lawful claim or right. Kuzmik v. Bee's Fairy Associates, 342 S.C. 579, 608, 538 S.E.2d, 15, 30 (Ct. App. 2000) (citing Shumpert v. Time Insurance Co., 329 S.C. 605, 496 S.E.2d 653 (Ct. App. 1998)). Equitable (or legal) subrogation is implied subrogation that arises under the common law. It is not dependent upon a contract. As this Court put it in Kuzmik:

> The doctrine is an equitable one, founded not upon any fixed law, but upon principles of natural justice; **its purpose is to require the ultimate discharge of a debt by the person who in equity and good**

Q. Now, do you know whether Brad told anybody else at Bob Wire about it?

A. I know he told Bob about it, the owner.

Claimant's Deposition of 8/30/05, p. 52, ll. 5 - 7.

The Commissioner's finding that the requirements of §42-15-20 have not been met are factually incorrect. There is clear evidence that the Employer "or his agent or representative" had knowledge of the accident. The Claimant satisfied the requirements of §42-15-20.

(b) Section 42-15-40:

The Commissioner's finding that this claim is barred because "the date of Claimant's episode of pain is more than two years ago" is also error. Section 42-15-40 requires that a claim must be "filed with the Commission within two years after an accident." § 42-15-40. In this case, the Employee, for whatever reason, chose to pursue additional benefits against Peachtree, his original Employer. Peachtree knew nothing of this subsequent accident with Bob Wire, nor did Claimant's doctor. Without knowledge of the accident at Bob Wire, Peachtree provided those benefits. But as soon as Peachtree learned of the new accident and injury, it filed a motion to add Bob Wire and South Carolina Home Builders Association, its carrier, to this proceeding, specifically alleging that the Claimant's new problems and the benefits Peachtree had to provide were the direct and proximate cause of a subsequent accident while working at Bob Wire. Peachtree's motion was made well within the two year period provided by § 42-15-40. Peachtree did all it could to raise this issue in a timely fashion. On the other hand, Bob Wire was well aware of this subsequent accident and failed to report it to the Commission. Nowhere in the Commissioner's Order is it explained how the two-year statute of limitation would apply to preclude benefits under these circumstances. The

A. More or less, yes. He was the senior man[.]

Q. He was the lead man[?]

A. Yes.

Q. At that time did you consider him your supervisor?

A. Yes.

Transcript of hearing, p. 12, l.12 - p. 13, l. 1.

In his depositions, Claimant similarly testified about his accident at Bob Wire.

Q. Did you tell Brad, though, - -

A. He was right on the other side.

Q. I'm sorry?

A. He was on the other side of the wall.

Q. Okay.

A. And I let out a moan, I guess, and fell to my knees, and he came around the corner and seen me.

Q. Okay, so he - - you're saying that he actually responded to your falling down and crying out in pain?

A. Right.

Q. Okay. And he came around the corner, and did y'all - - did you tell him what had happened?

A. Yes.

Q. What did you tell him?

A. I told him that I just had a severe pain my back, crippling pain in my back and - -

Claimant's Deposition of 8/30/05, p. 51 ll. 2 - 17.

20 and/or 42-15-40 misconstrues facts and is an error of law. First, the single Commissioner found that "[s]ince the date of Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. § 42-15-40 and S.C. Code Ann. §42-15-20 from recovery." Section 42-15-20 is, of course, the notice provision of the Act, which requires notice of an accident within ninety days and §42-15-40 is the statute of limitations requiring that a claim be filed within two years of the accident.

(a) S.C. Code Ann. § 42-15-20:

This section requires notice be given to an employer of an accident within ninety days of its occurrence "unless it can be shown that the employer, his agent or representative, had knowledge of the accident or that the party required to give such notice had been prevented from doing so by reason of physical or mental incapacity or the fraud or deceit of some third person." §42-15-20. In this case, the Claimant was working with his supervisor, Brad Arruda, pulling the wire when he felt excruciating pain and fell to his knees, crying out in anguish. At the hearing, Claimant testified as follows:

Q. Now you mentioned a person named Brad; is that right?

A. Yes.

Q. And Brad was the man you were working with on the job site that day?

A. Yes.

Q. And who did he work for?

A. Bob Wire Electric.

Q. And was he your supervisor?

Electrical. This Panel finds that this is a clear error of both fact and applicable law.

2. **Was the accident at Bob Wire an intervening cause of Claimant's problems?**

An "intervening cause" which will relieve an employer of liability for an injury is an independent cause which intervenes between the original accident and injury, turns aside the natural sequence of events, and produces a result which would not otherwise have followed and which could not have been reasonably anticipated. It is a new and independent force which breaks the causal connection between the original injury and itself becomes the direct and immediate cause of the injury. Black's Law Dictionary, Fifth Ed.

In this case, the Claimant had been injured, released and rated for his original on-the-job injury with Peachtree Electrical Services. He was released on August 8, 2003, and the best evidence in the record indicates that the accident with Bob Wire occurred on or about November 3, 2003, some 12 weeks later, after he had returned to work. It is hard to seriously contend that this incident at Bob Wire, after the Claimant had been released to return to work and, in fact, had returned to work, was not a "new and independent force which breaks the causal connection between the original injury and itself becomes the direct and immediate cause of the injury." He immediately went back out of work, back to the doctor and back to surgery. No medical evidence is required for any reasonable person to presume and conclude that the Claimant's subsequent problems were a result of this new accident at Bob Wire. It is therefore the finding of this Commission that the Claimant suffered an accident and injury while working at Bob Wire on or about November 3, 2003.

3. **Is this claim barred by the statute of limitations or the notice provisions provided in §§42-15-20 and 42-15-40, respectively?**

The Commissioner's ruling that the claim against Bob Wire Electric was barred by §§42-15-

Q. Do you remember a specific incident at Bob Wire where you were pulling wire and felt an immediate onset of pain?

A. Yes.

Q. Okay. And in fact you had - - you felt an immediate onset of pain, and it was so painful that you immediately - - that you fell to your knees in pain; isn't that correct?

A. Yes.

Q. Okay. And, now, and that happened in November of 2003; is that correct?

A. Yes.

Claimant's Deposition of 8/30/05, p. 48, l. 19 - p. 49, l. 5.

In each case, Claimant's testimony described an unlooked for and untoward event which he did not expect or design. While pulling the wire, he felt immediate pain which was so excruciating that he fell to his knees and cried out. Subsequently, he went back out of work and had to undergo additional surgery for his back problems, after he had reached maximum medical improvement prior to this accident with Bob Wire. Clearly, he suffered a physical disability which was caused, increased or accelerated by this event while working at Bob Wire. It is therefore axiomatic that what occurred to the Claimant that day while working for Bob Wire was an injury by accident, as that term has been defined by S.C. Code § 42-1-160 and repeatedly by the appellate courts of this state. Viewed another way, if there had been no prior accident with Peachtree, would the event which took place on that day while working for Bob Wire have been considered an injury by accident by this Commission under existing law? This Appellate Panel believes that it would. Yet, the single Commissioner held that, pursuant to S.C. Code Ann. § 42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course and scope of his employment with Bob Wire

A. Yes.

Q. What happened? What were you doing in November of 2003?

A. Pulling wire.

Q. Do you remember where you were at that time?

A. Murrell's Inlet, at the Scuba Shop. We were wiring the Scuba Express, I think is what it's called.

Q. I'm not good with electrical wiring and stuff. What are you doing when you're pulling a wire? What happens?

A. When we're pulling three-face power from the pole, from the meter, to an outbuilding that they had their compressor in for changing the tanks; and so it's a little thicker wire than, like, what you would run for receptacles and stuff like that; and the guy I was working with, he was feeding it in the pipe and I was pulling on the rope, trying to get the wire up through the pipe, so we could put the panel up.

Q. Doing something like that required a good bit of effort and a good bit of pulling? Would you say it was strenuous?

A. Yes.

Q. Would you say it was very strenuous?

A. In good health? No.

Q. Given the condition you were in - -

A. Very strenuous.

Q. Was that even what kind of brought all the problems back to the surface and the new round of treatment with Dr. Mills and everybody else?

A. I was pulling on the wire, felt something in my back go, and I fell to the ground from the pain.

Claimant's Deposition of 2/1/05, p. 10, l. 20 - p. 12, l. 13.

S.E.2d 657 (1970).

In this case, the Claimant was pulling wire through a conduit while working for Bob Wire Electrical Company on or about November 3, 2003, when he felt pain so severe he fell to his knees and cried out. He described the event very clearly and consistently in three different legal proceedings: his deposition in the third-party action, his deposition in the workers' compensation case and at the hearing on the Defendants' stop pay application.

> Q. And did that occur immediately when you were pulling the wire?
>
> A. At one point when I was pulling the wire, yes. I had pulled the wire some before and it hadn't happened. Just at that time it happened.
>
> Q. And what did you do when you felt the pain in your back?
>
> A. Immediately fell to the ground. Couldn't do anything else. I had to sit there for about five minutes before I could get up off the ground.

Transcript of Hearing p. 12, ll. 2 - 11.

> Q. You talked about returning to work in August or September of '03. I've got some notes from Long Bay Rehab, and it says you were released to return to work, full duty, in September of 2003. So that time frame is correct?
>
> A. (No response.)
>
> Q. Is that a yes?
>
> A. Yes.
>
> Q. Then it says, "He states he was re-injured at the end of November 2003, when pulling wire through a pipe and the resistance and jarring exacerbated his back and leg pain," is that correct?

Bob Wire denied there was any new accident, denied that it had received notice of any such accident and claimed that the statute of limitations barred any action against and liability of Bob Wire. Bob Wire also filed an interlocutory appeal of Commissioner Barden's decision to add them as parties in the first place, which delayed the hearing on Peachtree's application to stop payment of benefits, which was filed on September 30, 2005. The hearing on Peachtree's application to stop pay was finally held on June 5, 2006. From that hearing, Commissioner Huffstetler awarded permanent partial disability benefits to the Claimant, but held there was no accident while Claimant worked at Bob Wire, thereby dismissing Bob Wire. This appeal followed.

DISCUSSION

1. **Did the Claimant suffer an intervening accident and injury while working for Bob Wire Electric?**

South Carolina Code § 42-1-160 defines "injury" and "personal injury" as an "injury by accident arising out of and in the course of the employment" with the Employer. The word "accident," as used in this section, is defined as an "unlooked for and untoward event which is not expected or designed by the person who suffered the injury." Radcliffe v. Southern Aviation School, 209 S.C. 411, 40 S.E.2d 626 (1946). It is such an event that the person who suffered the injury did not expect, design or intentionally cause. Yates v. Life Insurance Company of Georgia, 291 S.C. 301, 353 S.E.2d 297 (Ct. App. 1987). "If . . . there is a subsisting condition of illness or incapacity or physical disability which is caused, increased, or accelerated by some act or event coming by chance or happening fortuitously, then the requisite quality or condition of the injury will exist so as to make it accidental. . . . [It is not] necessary that the accidental quality or condition be created by wound or external violence. Riley v. S.C. State Ports Authority, 253 S.C. 621, 172

wire through conduit, he felt pain which was so excruciating that he fell to his knees and cried out in agony. Tr. p. 12 ll. 4 - 11; Claimant's Depo. of 2/1/05, p. 11, l. 3 - p. 12, l. 10; Claimant's Depo of 8/30/05 p. 48, l. 19 - p. 49, l. 4, p. 51, ll. 2 - 17. The Claimant, through his attorney, contacted Peachtree, his former employer, for additional medical treatment and temporary total disability benefits. He returned to his previous treating physician, Dr. Mills, on November 13, 2003. The medical records and testimony indicate that this incident at Bob Wire occurred on or about November 3, 2003. The Claimant never told Peachtree or BMIC that anything had happened while he was working for Bob Wire. Based upon this lack of information, Peachtree provided additional medical treatment, including surgery and temporary total disability benefits from November 21, 2003, until the date of the stop pay hearing. Whether this incident at Bob Wire was a new accident and injury or just a non-event and continuation of his existing back problems is the crux of this dispute.

At the same time he was receiving the new benefits from Peachtree, Claimant was pursuing a third-party action stemming from his original accident. In that proceeding, the Claimant described an event Peachtree maintains was a new accident and injury. See, Claimant's Depo. of 2/1/05, p. 11, l. 3 - p. 12, l. 10. Peachtree, of course, was not a party to that action, and it was sometime after that deposition was taken that these Defendants learned of the new accident with Bob Wire. Peachtree immediately moved to add Bob Wire and its carrier, the South Carolina Home Builders Association (SCHBA hereafter), as parties to this case on April 22, 2005. That Motion was granted on June 21, 2005 by Commissioner Susan Barden. It is important to note that this motion to add Bob Wire as parties was made promptly upon learning of the new accident with Bob Wire, and only one year and five months after the accident at Bob Wire.

ISSUES ON APPEAL

While the exceptions set forth in the Appellants' Form 30 are many, the questions presented on appeal are essentially three:

1. Are Claimant's back and leg symptoms related to the on-the-job injury suffered while working for Bob Wire Electrical?

2. Are Bob Wire and its carrier, SCHBA, responsible for benefits paid as a result of the November 2003 subsequent accident?

3. Is the claim barred by either the notice provisions set forth in S.C. Code §42-15-20 or the limitations of S.C. Code §42-15-40?

SCOPE OF REVIEW

In an appellate review, the Panel shall, pursuant to S.C. Code Ann. §42-17-50 (1985), review the Award, weigh the evidence as presented at the hearing and, if the grounds be shown therefor, make its own Findings of Fact and reach its own Conclusions of Law consistent with or inconsistent with those of the Hearing Commissioner.

FACTS

Claimant is a thirty-six year old high school graduate who has worked primarily as an electrician. It is admitted that he was injured while working for Peachtree on December 9, 2002. It is further admitted that he was entitled to and did receive medical treatment and compensation benefits for that injury. He reached maximum medical improvement, according to his authorized treating physician and surgeon, William L. Mills, M.D., on August 8, 2003. He returned to work, at first for himself, and then for another electrical company, Bob Wire.

In early November, 2003, while working for Bob Wire, Claimant testified that, upon pulling

****

18. It appears the Claimant's symptoms recurred after he became active.

19. This resulted in a second surgery (fusion).

****

RULINGS OF LAW

****

3. Under S.C. Code Ann. §42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course and scope of his employment with Bob Wire Electrical.

4. Under S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20, any claim against Bob Wire Electrical is barred.

ORDER

****

The Claimant reached maximum medical improvement on May 5, 2005.

Defendants Peachtree Electrical Services are entitled to a credit for temporary total disability benefits paid since May 5, 2005

The Defendants Peachtree Electrical Services shall pay the Claimant 105 weeks of compensation, representing a 35% permanent loss of use of the back.

The Claimant did not suffer an injury by accident with Bob Wire Electrical.

Bob Wire Electrical is dismissed from this claim.

Within the statutory period, Peachtree filed a Form 30, Request for Commission Review. The Claimant did not file an appeal as to his award. A hearing was held before this Appellate Panel on November 21, 2006, based upon the record of the case.

STATEMENT OF THE CASE

This is an appeal by the Employer, Peachtree Electrical Services, Inc., and its Carrier, Builders Mutual Insurance Company (together, "Peachtree") from an Order of the Hearing Commissioner, the Honorable David W. Huffstetler, dated July 5, 2006. The hearing was held on June 5, 2006, in Myrtle Beach, South Carolina on Peachtree's Form 21, Employer's Request for Hearing.

This is an admitted claim for an accident which occurred on December 9, 2002. The issues presented at the hearing were (1) whether Peachtree was entitled to stop payment of benefits, (2) the claim for additional benefits by the Claimant and (3) whether Claimant's subsequent employer, Bob Wire Electrical, Inc., and its carrier, the South Carolina Home Builders Association (together, "Bob Wire") should be liable for benefits subsequent to the date of Claimant's first release at maximum medical improvement, August 8, 2003, due to a subsequent accident Claimant allegedly had while working for Bob Wire in November of 2003. In his Order, Commissioner Huffstetler held, in pertinent part, as follows:

FINDINGS OF FACT

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8. The Claimant has not filed a claim against Bob Wire Electrical.

9. Since the date of Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20 from recovery.

10. However this point is moot because he brings no claim against them.

11. At the time of the hearing, the Claimant testified he believes that all his problems stem from the injury with Peachtree Electrical Services.

APPELLATE PANEL

DECISION AND ORDER

OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC. FILE NO. 0220147

Christopher Price ..... Claimant.

v.

Peachtree Electrical Services, Inc., Employer, and Builders Mutual Insurance Company, Its Insurance Carrier, ... Appellants.

Peachtree Electrical Services, Inc., Employer, and Builders Mutual Insurance Company, Its Insurance Carrier, ... Appellants.

v.

Bob Wire Electrical, Inc., Subsequent Employer, and South Carolina Home Builders Association, Its Insurance Carrier ..... Respondents,

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Appellate Panel Review held in Columbia, South Carolina on November 21, 2006, per notices timely and properly served on all parties of interest.

Appellate Panel Decision and Order filed May 4, 2007.

Appearances:

Defendants/Appellants Peachtree Electrical Services, Inc. and Builders Mutual Insurance Company represented by Richard C. Detwiler of Callison Tighe & Robinson, LLC, Columbia, South Carolina

Subsequent Employer/Respondent Bob Wire Electrical, Inc. represented by Andrew D. Smith of Trask & Howell, LLC, Mt. Pleasant, South Carolina

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IT IS, SO ORDERED!

David W. Huffstetler, Commissioner

Dated: July 5, 2006

9418/228/dec-or

CERTIFICATE OF SERVICE

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

DD
RD
AS

This _____ day of _____, 200__

By _____

Administrative Assistant to the Commissioner

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RULINGS OF LAW

1. Under S.C. Code Ann. §42-1-130, the Claimant was a covered Employee at the time in question and under S.C. Code Ann. §42-1-140, the Employer was a covered Employer.
2. Under S.C. Code Ann. §42-15-30(19) the Claimant sustained thirty-five (35%) permanent partial disability to the back while working for Peachtree Electrical Services.
3. Under S.C. Code Ann. §42-1-160, the Claimant did not sustain an injury by accident arising out of and in the course and scope of his employment with Bob Wire Electrical.
4. Under S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20, any claim against Bob Wire Electrical is barred.

ORDER

IT IS, FURTHER ORDERED that the Claimant reached maximum medical improvement on May 5, 2005.

IT IS, FURTHER ORDERED that Defendants Peachtree Electrical Services are entitled to a credit for temporary total disability benefits paid since May 5, 2005.

IT IS, FURTHER ORDERED that the Defendants Peachtree Electrical Services shall pay the Claimant 105 weeks of compensation, representing a 35% permanent loss of use of the back.

IT IS, THEREFORE, HEREBY ORDERED that the Claimant did not suffer an injury by accident with Bob Wire Electrical.

IT IS, THEREFORE, HEREBY ORDERED that Bob Wire Electrical is dismissed from this claim.

12. None of the parties deposed Dr. Mils to ask his opinion concerning the purported incident with Bob Wire Electrical and I find no opinion in the medical reports that would indicate that pulling 3 or 4 wires would cause a back injury.

13. Bob Wire Electrical and South Carolina Home Builders Association were made parties to the hearing through a transmittal order from Commissioner Barden in response to Peachtree Electrical's motion.

14. That makes them a party to the hearing; it does not establish an injury by accident while the claimant was in their employ.

15. The Claimant testified that he understood after the first surgery that he was at risk for a second surgery.

16. The Claimant's testimony is that he was not injured by accident arising out of his employment with Bob Wire Electrical and there is no medical evidence to indicate that his disability or the need for the second surgery was occasioned by an injury with Bob Wire Electrical.

17. It would be pure speculation for me to find an injury when there is no testimony or medical evidence to support that finding.

18. It appears the Claimant's symptoms recurred after he became active.

19. This resulted in a second surgery (fusion).

20. Dr. Mills opines to a 20% impairment of the back in his January 20, 20005 report and goes on to say, "this appears to be all one process."

21. He also recommends continuing pain management therapy.

22. The Claimant did not give very much testimony concerning his current problems.

FINDINGS OF FACT

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act.
2. The Claimant suffered an admitted injury to his back when he stepped through a hole while working for Peachtree Electrical Services.
3. As a result of that injury, the Claimant underwent surgery at the hands of Dr. Mills, the Claimant's primary treating physician.
4. The Claimant testified he took a job with Bob Wire Electrical working 15 hours a week, in October 2003.
5. He further testified that, while pulling 3 or 4 small wires through conduit, he felt severe pain in the same area of his back that was injured on November 9, 2002.
6. He did not report it as a new injury, which is validated in Robert Conroy's deposition.
7. Mr. Conroy said the first he heard of a purported injury with Bob Wire Electrical was at the deposition on October 12, 2005.
8. The Claimant has not filed a claim against Bob Wire Electrical.
9. Since the date of the Claimant's episode of pain is more than two years ago and he has filed no claim, the Claimant would be barred by S.C. Code Ann. §42-15-40 and S.C. Code Ann. §42-15-20 from recovery.
10. However, this point is moot because he brings no claim against them.
11. At the time of the hearing, the Claimant testified he believes that all his problems stem from the injury with Peachtree Electrical Services.

Answer: *"Yes."*

(Hearing Transcript p. 20, l. 3-6)

Robert Conroy is the owner of Bob Wire Electrical. Mr. Conroy's October 12, 2005 deposition was submitted into evidence. Mr. Conroy testified the Claimant only worked for Bob Wire Electrical for a five-six week span. Mr. Conroy testified that the Claimant never reported a work-related injury while working with Bob Wire Electrical.

Question: *"He [Mr. Arruda] never said anything to you about Mr. Price pulling wire and injuring his back?"*

Answer: *"No."*

Question: *"Have you ever heard that story before from anywhere?"*

Answer: *"No, I have not."*

(Deposition of Robert Conroy p. 20, l. 2-7)

Question: *"Mr. Price never told you that he hurt his back working on the Scuba Express job?"*

Answer: *"Not to my recollection. He never complained about any injuries. That I'm aware of."*

(Deposition of Robert Conroy p. 20, l. 13-16)

Question: *"And you never have received any notice of Mr. Price of being injured on a work related job in which he was working?"*

Answer: *"No."*

(Deposition of Robert Conroy p. 26, l. 21-24)

Answer: *"Well, at the time I didn't think it did, no."*

(Hearing Transcript p. 19, l. 3-19)

While working at the Murrells Inlet Scuba Express jobsite for Bob Wire Electrical, the Claimant experienced some back pain while pulling some "small" (not thick) wires. Despite this incident, the Claimant testified he attributes his current back pain to the accident at Peachtree Electrical Services. Furthermore, Peachtree Electrical Services did not obtain any medical evidence from a physician indicating the Claimant injured himself at Bob Wire Electrical. In fact, Dr. Mill's medical records do not reflect the Claimant injured himself at Bob Wire Electrical even though he saw Dr. Mills right after the alleged incident.

Question: *"And you saw Dr. Mills right after this incident happened—"*

Answer: *"Yes, I did."*

(Hearing Transcript p. 15, l. 20-22)

Despite this incident, the Claimant testified he attributes his current back pain to the accident at Peachtree Electrical Services. At the Claimant's August 30, 2005 discovery deposition, which was submitted into evidence, the Claimant testified as follows:

Question: *"Okay. Do you believe anything having to pull on that wire injured your back, or do you believe it's related to your original injury at Peachtree."*

Answer: *"The original injury. It had nothing to do with pulling a wire."*

(Claimant's Deposition p. 60, l. 16-20)

Then again at the Hearing the Claimant testified as follows:

Question: *"You believe that your current condition is related back to your employment at Peachtree Electrical; do you not?"*

Question: *"And in fact at the time that he said that you were at maximum medical improvement you didn't believe you were ready to return back to work and you were still having back pain; isn't that true?"*

Answer: *"Yes. That's true."*

(Hearing Transcript p. 16, l. 24-25 & p. 17, l. 1-9)

Upon being released, the Claimant attempted to go back to work for Peachtree Electrical Services. Peachtree Electrical Services informed the Claimant they did not have a job for him. The Claimant testified that when he tried to return to work at Peachtree Electrical Services they "didn't want me back" and was told to go find work elsewhere. (Hearing Transcript p. 18, l. 3-7). Thus, the Claimant got a position with Bob Wire Electrical in October 2003. The Claimant testified that prior to going to work for Bob Wire Electrical normal daily activities aggravate his back including getting out of bed, taking showers, sitting, standing or any household activity. The Claimant testified he was unable to work full time because of the continued pain in his back. The Claimant worked approximately 15 hours per week.

Question: *"And you attribute all of your back pain that you were having at that point in time back to the accident at Peachtree Electrical; did you not?"*

Answer: *"Right. Yes".*

Question: *"And you agree you did not injure your back at Bob Wire Electrical, do you not?"*

Answer: *"I had—I believe that it was from the original accident* [at Peachtree Electrical] *why I was having the pains now, yes."*

Question: *"And you don't believe pulling that light conduit at Bob Wire Electrical has anything to do with your current back pain, do you?"*

2003. However, the Claimant testified he continued to have severe back pain at the time Dr. Mills released him to return to work.

Question: *"But isn't true that ever since Dr. Mill's released you in August 2003 that everything was aggravating your back? Getting out of bed in the morning, taking showers, sitting, standing, all those – any household activity was aggravating your back; is that correct?"*

Answer: *"That's correct. I was told the current pain would be something I had every day. It didn't matter whether I did something or whether I didn't. I was still going to be in pain."*

(Hearing Transcript p. 20, l. 9-18)

It is the Claimant's understanding at the time Dr. Mill's released him he would potentially need another surgery, in the future.

Question: *"And it was your understanding at that time that you were going to have to undergo a second surgery; correct?"*

Answer: *"That the potential for a second surgery was there, yes".*

(Hearing Transcript p. 27, l. 11-15)

Further, when Dr. Mills released the Claimant, the Claimant did not believe he was able to return to work, but he needed money.

Question: *"Would you dispute the fact that his records indicate just one month prior to being released to maximum medical improvement that you had a quote, 'severe lower back pain?'"*

Answer: *"Yes, I was still having pain in my back even though he released me to go back to work, yes."*