

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

Honorable William P. Keesley

Case No. 2013-CP-32-01272
Case No. 2014-CP-32-00399

RECEIVED
JAN 14 2016
SC Court of Appeals

Alexander Guice, Appellant,

v.

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

**RESPONDENTS' RETURN IN OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT AND
STAY PENDING ADJUDICATION**

Pursuant to Rule 240, SCACR, Respondents US Food Service, Inc. and ACE American Insurance Company c/o Gallagher Bassett Services, Inc. hereby oppose Appellant Alexander Guice's Motion for Summary Judgment and Stay Pending Adjudication ("Motion"). This Court is not authorized, by rule or by statute, to decide summary judgment motions in the first instance. Appellant's Motion is baseless, unwarranted, and should be denied.

First, although Rule 240, SCACR, provides the procedure for motions to be filed with this Court, there are no appellate court rules that govern adjudication of a motion for

summary judgment in the first instance on appeal. Instead, South Carolina Rule of Civil Procedure Rule 56 provides for consideration of motions for summary judgment by the Circuit Court.¹ Rule 81, SCRCF, explains that the South Carolina Rules of Civil Procedure apply “to every trial court of civil jurisdiction within this state,” and “insofar as practicable in magistrate’s courts, probate courts, and family courts to the extent they are not inconsistent with the statutes and rules governing those courts.” Rule 81, SCRCF. There is nothing in Rule 81 that suggests that the South Carolina Rules of Civil Procedure apply to this Court.

In reality, the South Carolina Rules of Civil Procedure simply do not apply to appeals under review by this Court, practice before which is governed by the South Carolina Appellate Court Rules. Appellate Rule 101(a) provides that the Rules of Appellate Procedure “govern[] practice and procedure in appeals, petitions, and motions in ... the Court of Appeals.” Rule 101(a), SCACR.

This Court’s governing statute does not authorize it to decide summary judgment motions in the first instance. The jurisdiction of this Court is set forth in Section 14-8-200 as follows:

Except as limited by subsection (b) and Section 14-8-260,² the court has jurisdiction over any case in which an **appeal is taken from an order, judgment, or decree of the circuit court**, family court, a final decision of an agency, a final decision of an administrative law judge, or the final decision of the Workers' Compensation Commission. **This**

¹ That said, however, it is questionable whether it would have been appropriate for the Circuit Court to have decided any motion for summary judgment in this case, as here it was acting in its appellate capacity.

² Subsection 14-8-200(b) lists various appeals such as appeals in death penalty cases, and appeals of Public Service Commission decisions setting public utility rates, etc., where appellate review lies immediately with the Supreme Court. Section 14-8-260 provides, in pertinent part, that, “[i]n the event the court of appeals determines that a notice of appeal involves a matter over which it lacks jurisdiction pursuant to Section 14-8-200(b), it shall issue an order transferring the case to the Supreme Court.” S.C. Code Ann. § 14-8-260.

jurisdiction is appellate only, and the court shall apply the same scope of review that the Supreme Court would apply in a similar case. The court has the same authority to issue writs of supersedeas, grant stays, and grant petitions for bail as the Supreme Court would have in a similar case. The court, to the extent the Supreme Court may by rule provide for it to do so, has jurisdiction to entertain petitions for writs of certiorari in post-conviction relief matters pursuant to Section 17-27-100.

S.C. Code Ann. § 14-8-200 (emphasis added). Nowhere in Section 14-8-200 is this Court granted authority to decide motions for summary judgment in the first instance. Instead, this Court's jurisdiction is clearly and specifically limited to appellate jurisdiction.

Appellant's Motion, filed pursuant to Rule 56(c), SCRPC, is simply inappropriate and this Court lacks jurisdiction to decide it. While this Court is empowered to **review** a grant of summary judgment on appeal of same, *e.g.*, Azar v. City of Columbia, 778 S.E.2d 315, 316, 2015 S.C. LEXIS 325 *3 (2015) (“[w]hen reviewing a grant of summary judgment, this Court applies the same standard applied by the circuit court pursuant to Rule 56(c), SCRPC”), it is improper to file such a motion initially with this Court.

As a result, Respondents are not responding substantively to Appellant's Motion. In the unlikely event that this Court rules that Appellant's Motion is proper, Respondents request an adequate opportunity to respond to same. Patently, the ten days provided for filing a return to a motion under Rule 240(e) is inadequate to respond to a 37-page motion for summary judgment containing numerous arguments and alleging facts that span a decade. At a minimum, Respondents have consistently disputed various “facts” that Appellant alleges are undisputed, including but not limited to his assertions that the Commission lacked jurisdiction over this matter at the time it considered the Settlement Agreement and Release, and that Respondents unlawfully terminated payment of TTD.

(*See, for example*, Defendants' Reply to Appellant's Motion for a New Trial, Civ. Case No. 2014-CP-32-00399, dated Aug. 19, 2014 (Att. 1, hereto)) (Settlement Agreement and Release, as signed by Appellant and entered by the Commission (Att. D to App.'s Motion)). This alone warrants denial and dismissal of his Motion.

Second, Appellant's Motion is no more than an attempt to circumvent the appellate briefing process as set forth in Rule 208, SCACR. In addition to his introductory arguments under Rule 56, SCRCP, Appellant repeats and embellishes many of the same arguments contained in his Initial Brief, without being constrained by or asking for permission to exceed the page limitations thereof. In fact, it appears Appellant would have Respondents reply substantively to his Motion rather than to his Initial Brief, (Motion p. 36), which Respondents decline to do unless ordered to do so by this Court. Respondents note that they already have invested a great deal of time and effort in analyzing and responding to Appellant's Initial Brief and Designation of Matter.

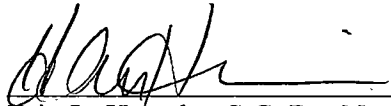
This is yet another attempt by Appellant to sidestep proper judicial process and attempt to force an outcome in his favor. Due to Appellant's repeated attempts to circumvent proper judicial process, Respondents have expended a great deal of effort and resources in responding to similar filings. As noted by Judge Keesley when he awarded attorneys' fees to Respondents, defense of this case has been made "needlessly difficult because the Appellant insisted on taking unfounded positions, did not accept reasonable explanations, caused redundant filings in various forums, and liberally made unwarranted defamatory accusations." Order, filed July 17, 2015, p. 26 (Att. L to App.'s Motion).

CONCLUSION

For all the reasons stated herein, this Court should deny and dismiss Appellant's Motion. In the unlikely event this Court substantively entertains Appellant's Motion, Appellants request adequate time in which to respond to same.

Respectfully submitted,

January 12, 2016

for/ 
Erin L. Hantske, S.C. Bar No.: 76313
McANGUS GOUDELOCK & COURIE, LLC
Post Office Box 650007
735 Johnnie Dodds Blvd, Suite 200
Mt. Pleasant, South Carolina 29465
(843) 576-2900
Attorney for Respondents

Att. 1

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

August 19, 2014

The Honorable Beth A. Carrigg
Lexington County Clerk of Court
205 East Main Street, Suite 146
Lexington, South Carolina 29072


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

Dear The Honorable Carrigg:

Enclosed please find the original and one (1) copy of Defendants' Reply to Appellant's Motion for a New Trial for filing in the above-referenced matter. I have also enclosed a self-addressed, stamped envelope for the return of a filed copy of same.

By copy of this letter to Alexander Guice, *Pro se Claimant*, we are serving a copy of same upon him by U. S. mail and certified mail/return receipt requested.

Very truly yours,



Erin L. Hantske

ELH/smm

cc: The Honorable Brian M. Gibbons, Lexington County Judicial Center (w/encl.)
Alexander Guice (w/encl.)(via U.S. mail & Certified Mail/RRR)
Lisa Purvis, US Foods, Inc. (w/encl.)(via e-mail)
Cheryl McLaughlin, US Foodservice, Inc. (w/encl.)(via e-mail)
Rexann Huneycutt, Gallagher Bassett Services, Inc. (w/encl.)(via e-mail)

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON)	
)	CIVIL ACTION NO.: 2014-CP-32-00399
ALEXANDER GUICE,)	
Appellant,)	
vs.)	DEFENDANTS' REPLY TO APPELLANT'S
)	MOTION FOR A NEW TRIAL
US Food Service, Inc.,)	
Employer,)	
)	
and)	
)	
ACE AMERICAN INSURANCE COMPANY)	
c/o GALLAGHER BASSETT SERVICES, INC.,)	
Carrier,)	
)	
Respondents.)	

Defendants, by and through their undersigned counsel, submit the following the reply to Plaintiff's motion for a new trial pursuant to Rule 59(a) of the South Carolina Rules of Civil Procedure and request the Court to deny Plaintiff's motion for the following reasons:

Standard for New Trial

Rule 59 of the South Carolina Rules of Civil Procedure ("SCRCP") states in pertinent part: "[a] new trial may be granted to all or any of the parties and on all or part of the issues... (2) in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in the courts of the State. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment." This Rule 59 is substantially the Federal Rule. It is consistent with Code § 15-27-150. Accordingly, the Court may look to federal precedent in interpreting the Rule for guidance. *Stephen v. Avins Const. Co.*, 324 S.C. 334, 478 S.E.2d 74 (Ct. App. 1996).

Rule 59(a) allows the court to grant a new trial as to any or all of the parties or as to any or all of the issues. This power applies to both jury and non-jury cases and is entirely

discretionary. *Yates v. Dann*, 11 F.R.D. 386 (D.Del.1951). Granting or refusal of a new trial is directed to the trial judge's discretion. *Jenkins v. Dixie Specialty Co., Inc.*, 284 S.C. 425, 326 S.E. (2d) 658 (1985). Trial courts are given wide latitude in deciding motions for new trial. *Loeffler v. Kjellgren*, 884 S.W.2d 463, 468 (Tenn. Ct. App. 1994). Their decisions to grant or deny such motions are reviewed for an abuse of discretion. *Esstman v. Boyd*, 605 S.W.2d 237, 240 (Tenn. Ct. App. 1979). In the event of a non-jury trial, a motion for new trial or rehearing should be based upon "manifest error of law or mistake of fact, and a judgment should not be set aside except for substantial reasons." WRIGHT-MILLER-KANE, FEDERAL PRACTICE AND PROCEDURE, §2804.

Facts Supporting Circuit Court Order Dated July 21, 2014

This claim initially rose out of the admitted workers' compensation claim involving injury by accident that occurred on May 5, 2005, when the Appellant was involved in a work-related motor vehicle accident. Respondents provided causally medical treatment and the Appellant was ultimately released at maximum medical improvement on October 27, 2005, with a 5% medical impairment rating to the whole person as a result of his compensable back injury. Following Respondent's release at maximum medical improvement, the parties entered into a Settlement Agreement at least ("clincher") resolving the Appellant's South Carolina workers' compensation claim on a full and final basis for a lump sum payment of \$20,000.00. This Settlement Agreement was approved by South Carolina Workers' Compensation Commission on January 5, 2006. Thereafter, Appellant's file was closed with the South Carolina Workers' Compensation Commission, having reached full and final resolution of the issues raised in this claim.

Pursuant to Reg. 67-801, "[a]n agreement and final release (clincher) to relieve the employer and its representative from any further responsibility for payment of compensation or medical expenses, unless the agreement and final release specifically provides otherwise. When

the Claimant signs the agreement and final release and it is approved, the Claimant does not have the right to ask for additional payments in the future even if the Claimant's medical condition worsens, unless otherwise specifically provided in the document." Pursuant to Reg. 67-801 (F) "an official copy of the settlement is approved and certified by the Commission as binding."

According to S.C. Reg. 67-801, an agreement and final release ("Clincher") relieves the Employer and its representatives ("Respondents") from any further responsibility for payment of compensation or medical expenses unless the agreement and final release specifically provides otherwise. In the present case, the parties' clincher agreement states in pertinent part:

"In consideration of the sum of \$20,000.00/100 (\$20,000.00), the undersigned, Alexander Guice, does hereby release and forever discharge U.S. Foodservice, Inc. and MAC Risk Management, Inc. from any and all claims, demands, actions, or causes of action under the South Carolina Workers' Compensation Act, on a count of any and all injuries, disability, disfigurement, specific loss, death, operations, medical, hospital or like expenses, continuances, recurrences, aggravations, changes of conditions, ailments, illnesses, and diseases or other damages, or consequences or results, past, present or future in any way connected with or arising from the alleged injury sustained by the Claimant on or about May 5, 2005, and does hereby acknowledge that U.S. Foodservice, Inc. and MAC Risk Management, Inc. have fully, finally, and completely paid and discharged each and every obligation, liabilities, and responsibilities under the South Carolina Workers' Compensation Act and that the sum set forth above is being paid to, and received by, the undersigned, Alexander Guice, in full and final satisfaction of all claims whatsoever as a result of the alleged accident described above and that U.S. Foodservice, Inc. and/or MAC Risk Management, Inc. shall not henceforth be liable for the payment of any amount whatsoever...prior to the trial of this case being held before the South Carolina Workers' Compensation Commission, the parties commence settlement negotiations and, in view of the real dispute which exists between the parties, the parties agreed upon a full, final, and complete settlement and termination of all claims by the Claimant against the Defendants for any and all claimed injuries or accidents heretofore sustained in connection with the Claimant's employment by the named Employer subject to the approval of the South Carolina Workers'

Compensation Commission, the terms of the settlement agreement between the parties being that the Defendants will pay to the Claimant in lump sum, with the Defendants especially waiving all rights to commutation thereof, the sum of \$20,000.00 in full and final satisfaction for any and all compensation benefits or other payments under the workers' compensation Act...the employer and carrier have paid or have agreed to pay authorized medical expenses through December 1, 2005, incurred as a result of the alleged accident described above, in such amounts as may be approved by the South Carolina Workers' Compensation Commission....this settlement agreement is full, final, and complete regardless of whether the Claimant is able to keep any employment whatsoever or is able to earn any wages at any time in the future..." (emphasis added).

As such, the parties considered Appellant's future medical treatment, all past, present and future compensation benefits, and any and all future claims which were all resolved upon payment of \$20,000.00 to Appellant as agreed by the parties.

Regulation 67-801(E) further explains that when a Claimant signs the agreement and final release ("Clincher") and it is approved, the Claimant does not have the right to ask for additional payments in the future, even if the Claimant's condition worsens, unless otherwise specified in the document.

Furthermore, the parties' clincher agreement stated that:

"The Claimant represents that he has been fully advised of his rights under the South Carolina Workers' Compensation Act and that he is of the opinion that the proposed settlement is reasonable and fair, and requests the South Carolina Workers' Compensation Commission approve this settlement as set forth in this settlement agreement and release and upon approval of this settlement by the South Carolina Workers' Compensation Commission, the Claimant hereby relinquishes and releases each and every claim related to this accident, which he now has or may hereafter have so that he shall not henceforth have any other or future claim or demand related to this accident."

As such, the Appellant settled his workers' compensation claim on a full and final clincher basis and relinquished any and all future claims he may have as a result of his 2005

work-related accident and Respondents are relieved of any and all past, present and future liability for this accident.

Finally, the parties' clincher settlement agreement was made an order and award of the South Carolina Workers' Compensation Commission when approved on January 5, 2006. As such, the settlement agreement and release is the unappealed law of the case as Appellant failed to challenge the terms of the Order within the statute of limitations required under the South Carolina Workers' Compensation Act and is binding upon all parties of interest.

The Single Commissioner issued an Order dated February 22, 2013, which was fully affirmed by the Appellate Panel of the Full Commission, denying Appellant's hearing request for additional benefits under the Workers' Compensation Act and further indicating any and all future motions filed under Appellant's workers' compensation claim are thereby dismissed in light of the parties' previous settlement agreement on a full and final clincher basis. Based upon the terms of the parties' Settlement Agreement and release, executed by each party of interest, and approved by the South Carolina Workers' Compensation Commission, this Court properly affirmed the decision of the Appellate Panel of the South Carolina Worker's Compensation Commission which affirmed the Single Commissioner's determination that Appellant settled his workers' compensation claim through a Full and Final Settlement Agreement and denied Appellant's hearing request seeking additional benefits under the Workers' Compensation act.

With regard to Appellant's allegations that the Court Order violated the Order of the Court of Appeals dated April 24, 2014, fraud upon the Court committed by Judge Gibbons in the instant appeal, and unlawful granting of Respondent's Motion to Dismiss by Judge Gibbons, Respondent's specifically deny and object to Appellant's characterization of the integrity of this

Court and the ruling issued in this matter and assert Appellant failed to substantiate and state grounds upon which a new trial should be granted.

With regard to Appellant's allegation of a violation of Appellant's constitutional right to be heard, it should be noted Appellant failed to appear at his appeal and further failed to arrange counsel to appear on his behalf, despite being properly served and issued a Notice of Appeal received by Appellant in due time to make arrangements to attend and appear on his behalf at his appeal before Judge Gibbons.

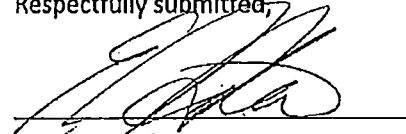
Finally, Defendants deny and object to any issue raised by Appellant in his Motion for New Trial not specifically addressed herein.

Respondents request attorney's fees and costs associated with further defending Appellant's allegations and frivolous filings with the Court. Since re-opening this matter based upon Appellant's original hearing request with the South Carolina Workers Compensation Commission in December 2012, there have been no less than seven separate Motions filed by Appellant resulting in excessive litigation expenses associated with responding, defending and attending multiple hearings and trials. To date, Claimant has not appeared for a single hearing or trial all of which were scheduled upon his request based on his pleadings. Respondents have incurred substantial legal fees and costs associated with timely and properly responding to Appellant's numerous submissions and further defending a claim that was settled on a full and final clincher basis nearly nine years ago. Based upon the excessive and frivolous nature of Appellant's pleadings and allegations, Respondents request an Order granting attorney's fees and costs associated with the same.

CONCLUSION

The facts presented at trial support the Order of Judge Gibbons. Evidence was presented that by entering into a full and final Settlement Agreement and Release, Appellant relinquished any and all claims for compensation or medical treatment arising out of his work accident on May 5, 2005. Once the agreement was approved by the Commission, such Order is binding on all parties of interest and Appellant relinquished any future claim for additional medical or compensation benefits under the South Carolina Workers' Compensation Act. Accordingly, the Defendants request that Appellant's motion for a new trial be denied.

Respectfully submitted,



Erin L. Haftske

S.C. Bar No.: 76313
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Post Office Box 650007
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(843) 576-2900
Attorney for Respondents

Charleston, South Carolina
August 19, 2014

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

ALEXANDER GUICE,)

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff(s))

Case No: 2014-CP-32-00399

vs.)

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

Defendant(s))

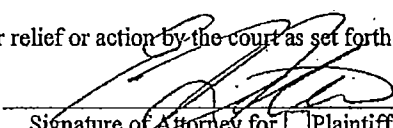
Plaintiff's Attorney: Alexander Guide, <i>Pro Se</i> Claimant Bar No. Address: Post Office Box 13281 Tampa, Florida 33681 phone: e-mail: alguice@hotmail.com other:	Defendant's Attorney: Erin L. Hantske Bar No. 76313 Address: McAngus, Goudelock & Courie, LLC Post Office Box 650007 735 Johnnie Dodds Blvd., Suite 200 (29464) Mt. Pleasant, South Carolina 29465 (843) 576-2900 Direct number: (843) 576-2946 Fax: (843) 534-0605 e-mail: erin.hantske@mgclaw.com other:
---	---

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
 Nature of Motion: Defendants' Reply To Appellant's Motion For A New Trial
 Estimated Time Needed: Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.


 Signature of Attorney for Plaintiff / Defendant

August 19, 2014
 Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$25.00
 EXEMPT: (check reason)

Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCP)
 Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter:
 Other: Defendants' Reply to Appellant's Motion for a New Trial

JUDGE'S SECTION

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

JUDGE: _____
 CODE: _____ Date: _____

CLERK'S VERIFICATION

Date Filed: _____

Collected by: _____

MOTION FEE COLLECTED: _____
 CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ALEXANDER GUICE,)

Claimant,)

v.)

US FOODSERVICE, INC.,)

Employer,)

and)

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

Carrier,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2014-CP-32-00399

CERTIFICATE OF SERVICE

RECEIVED

JAN 14 2016

SC Court of Appeals


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

TO: The Honorable Brian M. Gibbons
Lexington County Judicial Center
Common Pleas
205 East Main Street
Lexington, South Carolina 29072

Alexander Guice (via U.S. mail & certified mail/rrr)
Post Office Box 13281
Tampa, Florida 33681

DOCUMENT: Defendants' Reply to Appellant's Motion for a New Trial

DATE OF MAILING: August 19, 2014



Susan M. Moten

Legal Assistant to Erin L. Hantske

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

Honorable William P. Keesley

Case No. 2013-CP-32-01272
Case No. 2014-CP-32-00399

RECEIVED
JAN 14 2016
SC Court of Appeals

Alexander Guice, Appellant,

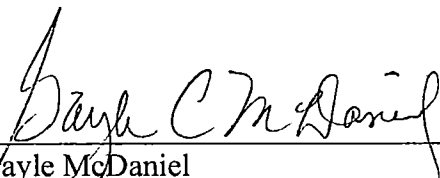
v.

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

PROOF OF SERVICE

I certify that I have served the **Respondents' Return in Opposition to Motion for Summary Judgment and Stay Pending Adjudication** on Alexander Guice, pro se, by depositing a copy of it in the United States Mail, postage prepaid, on January 12, 2016, addressed as follows:

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



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



Reply To

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

January 12, 2016

RECEIVED

JAN 14 2016

SC Court of Appeals

Via U.S. Mail

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

RE: Alexander Guice v. U.S. Food Service, Inc. and ACE American Insurance
Company c/o Gallagher Bassett Services, Inc.
Date of Accident: May 5, 2005
WCC File No.: 0506205
Our File No.: 2098.12550
Claim No.: 004063-032175-wc-01
Appeal No.: 2015-001821

Dear Ms. Kitchings:

Enclosed please find the original and seven (7) copies of Respondents' Return in Opposition to Motion for Summary Judgment and Stay Pending Adjudication, and the original and one copy of the Proof of Service in the above-referenced matter. Please file the originals and return a clocked-in copy in the self-addressed, stamped envelope.

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

Yours truly,
McAngus Goudelock & Courie, LLC


Erin L. Hantske

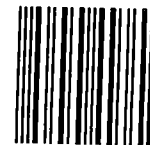
Enclosures

cc: Alexander Guice, *pro se*

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DEFENSE

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2098.12550/ELH/jlr

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

JAN 14 2016

SC Court of Appeals