

Attachment C

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

W.C.C. File No.: 1312352

Timothy York, Employee,.....Appellant,


v.

Longlands Plantation a.k.a. Knollwood, Inc., Employer, and
Companion Property and Casualty Group, Carrier,..... Respondents.

VERIFICATION FOR
MOTION FOR ORDER OF SUPERSEDEAS
AND REPLY

I, Beth Wood, with Sussex Insurance Company (f/k/a Companion P&C), verify that I have authorized counsel to file the Motion for Order of Supersedeas, dated April 18, 2016 and received by this Court on April 21, 2016, as well as the Reply to Return, dated May 13, 2016. I further verify that I have read both the aforementioned Motion and Reply and confirm that, to the best of my knowledge, the statements and assertions made in both the Motion and Reply are true and accurate.

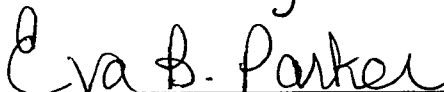
May 10, 2016



Beth Wood
Sussex Insurance Company (f/k/a Companion P&C)

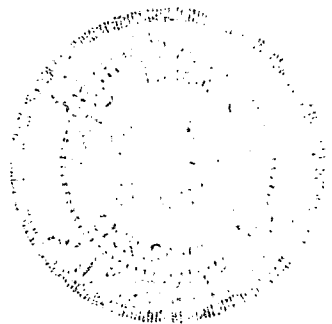
SWORN TO BEFORE ME this

10th day of May, 2016

 (L.S.)
Notary Public for South Carolina

My Commission Expires: 1/12/2019





MAY 12 2016

Attachment D

State of South Carolina

1333 Main St, Suite 500
P.O. Box 1715
Columbia, S.C. 29202-



Tel: (803) 737-5700
Fax: (803) 737-1234
www.wcc.sc.gov

Workers' Compensation Commission

May 11, 2016

J. Brandon Hylton
McAngus Goudelock & Courie
PO Box 7489
Florence, SC 29502

Carrier Code No. 00410

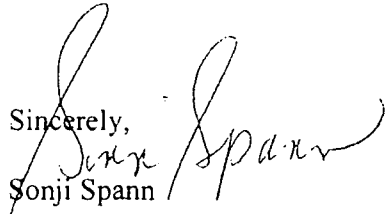
Carrier File No. 0000

Re: Certified Orders
WCC File No. 1312352
Timothy York v. Longlands Plantation a.k.a knollwood, Inc
Date of Injury: 08/26/2013

Dear J. Brandon Hylton:

I, Sonji Spann, Director of Claims certify that the attached Decision and Order of the South Carolina Workers' Compensation Commission and the Administrative Order for WCC 1312352 Timothy York is true and correct as it appears in the South Carolina Workers' Compensation file.

Sincerely,


Sonji Spann

Director of Claims

sspann@wcc.sc.gov

DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NUMBER 1312352

Timothy York, EMPLOYEE,

versus

**Longlands Plantation a.k.a.
Knollwood, Inc., EMPLOYER**

HEARING:

Held on June 5, 18, and 19, 2014 in Conway,
South Carolina

APPEARANCES:

Deceased Tyrone York, as Personal Representative for
the Estate of Employee Timothy York, represented by
Ann McCrowey Mickle, Esquire, of Mickle & Bass,
LLC., 1519 Richland Street, P.O. Box 5639, Columbia,
SC 29250.

Yvonne Burns represented by Mr. W. E. Jenkinson, III,
of Jenkinson, Jarrett, and Kellahan, P.A., P.O. Box 669,
Kingstree, SC 29556.

Defendant Employer represented by J. Brandon Hylton,
of McAngus Goudelock & Courie, P.O. Box 7489,
Florence, SC 29502.

PURPOSE OF HEARING:

To determine the issues as set forth on Forms 52 and 53.

DECISION AND ORDER BY:

The Honorable Melody L. James

FILED:

January 20, 2016

STATEMENT OF THE CASE

Timothy York ("Deceased") died in a work-related accident on August 26, 2013 when his boat capsized on Pouchea Pond at Longlands Plantation while he and a co-worker were spraying algae in the pond, within the course and scope of his employment with Knollwood, Inc. A hearing was scheduled pursuant to Deceased's Form 52. Tyrone York, Deceased's brother and the personal representative of Deceased's estate, sought workers' compensation benefits for Deceased's mother, Shirley York, under § 42-9-140(B). Yvonne Burns sought benefits for herself as Deceased's common law wife under § 42-9-110 or, alternatively, as a dependent under §§ 42-9-120 or 42-9-130. Defendants admitted the accident and subsequent death and conducted a dependency investigation in order to determine the potential beneficiaries. The hearing lasted three days, and several witnesses testified on behalf of each party. The purpose of this hearing is to determine the legal beneficiary of Deceased's statutory benefits.

STIPULATIONS

1. The parties stipulated that jurisdiction and venue were proper.
2. The parties stipulated to an average weekly wage of \$ 567.27 with a resulting compensation rate of \$ 378.20.
3. The accident and resultant death of Deceased occurred on August 26, 2013.
4. Deceased's father, Freddie Scott, indicated that he received notice of the hearing and waived any interest he may have in the claim.
5. Deceased's brother, Tyrone York, waived any interest he may have in the claim.
6. Javon Burns also waived any interest he may have in the claim.
7. The parties stipulated that Shirley York would be entitled to reimbursement for statutory burial expenses under the Workers' Compensation Act.

APA SUBMISSIONS

The following documents were submitted into evidence pursuant to the Administrative Procedures Act, without objection, by the respective parties:

<u>Exhibit</u>	<u>Date(s) of Report</u>	<u>Pages</u>
<u>DECEASED TIMOTHY YORK:</u>		
1. South Carolina Department of Natural Resources	08-26-13	1-9
2. Workers' Compensation Incident Report		10-11
3. Williamsburg County Fire Department	08-26-13	12-13
4. Williamsburg County Sherriff's Office	08-26-13	14-15
5. Department of Pathology and Lab Medicine	08-27-13	16
6. Death Certificate		17
7. Final Touch Florist Receipt	08-31-13	18
8. Henryhand Funeral Homes, LLC Receipt	08-28-13	19-20
9. Funeral Program	08-31-13	21-22
10. Form 20	08-28-13	23-24
11. Yvonne Burns' 2013 Income Tax Returns		25-29
12. Yvonne Burns' 2012 Income Tax Returns		30-34
13. Yvonne Burns' 2011 Income Tax Returns		35-39
14. Timothy York's 2012 Income Tax Return		40-41
15. Timothy York's 2011 Income Tax Return		42
16. Longlands Plantation Emergency Contact Information		43
17. Bank of Greeleyville Records		44-58
18. Dependency Investigation	03-19-14	59-63

19. Edwards & Mims Insurance Agency Records		64-76
20. Certificate of Title	2010-2011	77-78
21. Wilder Brothers Williamsburg House, Inc. Records		79-84
22. Affidavit of Gerald Wilder	04-17-14	85
23. Black River Healthcare, Inc. Records	05-04-07	86-87
24. Jimmie's Tree Service Payroll Records		88-90
25. Javon Burns' W-4 Form	2014	91-92
26. Rent Receipts of Timothy York		93-97
27. Affidavit of Freddie Scott	05-22-14	98

DECEASED YVONNE BURNS:

1. Decree of Divorce Yvonne Mitchum and Leron Mitchum	06-03-87	6
2. Final Decree of Divorce Yvonne Burns and Willie Burns	10-25-93	20
3. Certificate of Title—1999 Oldsmobile	09-29-10	2
4. Bill of Sale—1999 Oldsmobile	10-26-11	1
5. U.S. Individual Tax Returns	2011-2013	15
6. Williamsburg County Tax Notice	2011 and 2013	2
7. R&R Auto Sales	03-26-13	1
8. Home Improvement Contract	05-17-13	8
9. Miscellaneous Receipts	2013-2014	5
10. Allstate Policy	11-02-13	7
11. Statement of Tyrone York	12-17-13	11
12. Tuten Insurance Service Report	01-24-14	12

13. Duke Energy Customer Bills	03-03-14 and 05-02-14	2
14. PCG Public Partnerships Employment Information	03-27-14	3
15. Wilder Brothers Williamsburg House Letter and Contracts	04-17-14	6
16. Town of Lane Utility Payment Receipt	05-05-14	1
17. Allstate Insurance Company Payment Receipt	05-12-14	1
18. Low Country Loans, Inc. Contract		2
19. Copy of Timothy York's Debit Card		1

DEFENDANTS:

1. Divorce Decree of Willie E. Burns and Yvonne Burns	10-25-93	20
2. Divorce Decree of Leron Mitchum and Yvonne Mitchum	07-26-93	6
3. Death Certificate	08-26-13	1
4. Birth Certificate	07-04-74	1
5. Funeral Documents	Undated – 08-26-13	5
6. Dependency Investigation	01-24-14	12

POST-TRIAL SUBMISSIONS

DECEASED TIMOTHY YORK:

1. [Deceased] York's Supplemental Authority Submission- Applicable case law, statutory law, and Yvonne Burns 2011-2013 tax returns	17
--	----

EVIDENCE OF THE CASE

HEARING TESTIMONY¹

ON BEHALF OF DECEASED:

¹ Due to the extent of testimony given at this hearing, the court reporter divided the hearing transcript into three (3) volumes. In order to avoid confusion, the Claimant has organized each witness' testimony by the transcript volume in which it appears (e.g. "Hearing Transcript Volume I"). All references to the hearing transcript following such a note refer to the volume in which the quoted or summarized text is contained.

Hearing Transcript Volume I

Vivian Moore

Vivian Moore was the first witness to testify at the hearing. Ms. Moore is the Vice President of Operations at the Bank of Greeleyville, (hereinafter referred to as "the Bank") located in Greeleyville, South Carolina. (Hrg. Tr. pg. 21, ll. 2-19). She testified that Deceased was a long-term customer and had multiple accounts with the Bank, including but not limited to a checking account and a variety of loans. Based upon the documents in Ms. Moore's possession and referred to at the hearing, Deceased secured multiple loans during the pendency of his relationship with the Bank of Greeleyville. (Hrg. Tr. pg. 23, ll. 8-11). She confirmed that none of the loans were ever secured jointly with anyone using the name of "Yvonne Burns" or "Beaufort". (Hrg. Tr. pg. 23, ll. 24-25). The only joint loan obtained by Deceased from the Bank of Greeleyville lists John B. Oliver as the co-debtor. (Hrg. Tr. pg. 23, ll. 19-23). Importantly, she also testified that Deceased's bank statements were sent to 737 McMillan Road, Greeleyville, South Carolina and this was the address that was used until the time of his death. (Hrg. Tr. pg. 24, ll. 10-18). This was a residence independent of Ms. Burns. She further confirmed that none of these bank statements were sent to "Broomstraw Road." (Hrg. Tr. Pg. 24, 19-22.) Ms. Moore further confirmed that the bank records indicate that no request to change his address was ever submitted by the loan holder. (Hrg. Tr. Pg. 40, 11-14) No joint application for credit was ever made by him. (Hrg. Tr. pg. 27, ll. 3-6). Ms. Moore testified that she generally expects to see a marital status listed with customers who have a lengthy history with the bank. (Hrg. Tr. pg. 28, ll. 21- 25 pg. 29, ll. 1-8). In the entire history of his relationship with the Bank, Deceased never indicated that he was married on any of his bank documents. (Hrg. Tr. pg. 29, ll. 4-12).

Ms. Moore indicated that Deceased had a debit card. (Hrg. Tr. pg. 29, ll. 18-19). He deactivated his debit card on December 12, 2012 and subsequently a new debit card was reissued

to him. (Hrg. Tr. pg. 29, ll. 20- pg. 30, ll. 1-11). Deceased was the only person authorized to use his debit card. (Hrg. Tr. pg. 41, ll. 13-18). Ms. Moore further testified that Deceased's pay check from Longlands Plantation transferred electronically into his bank account on Fridays. (Hrg. Tr. pg. 32, ll. 21-pg. 33, ll. 1-6).

Robert Mims

Robert Mims is the co-owner and an employee of Edwards & Mims Insurance Agency (herein after referred to as "the Agency"). (Hrg. Tr. pg. 46, ll. 3-9). Mr. Mims testified that Deceased maintained an active auto insurance policy with the Agency from 2008 to 2012. (Hrg. Tr. pg. 47, ll. 19- 25, pg. 48, ll. 1- 4). During the pendency of Deceased's relationship with the Agency, Deceased listed his marital status as single. (Hrg. Tr. pg. 48, ll. 17-23). Deceased's documents from the Agency were originally sent to 737 McMillan Road until Deceased completed a change of request form to change his address to 556 Broomstraw on April 27, 2011. (Hrg. Tr. pg. 49, ll. 3-24). Despite this change, Deceased never changed his marital status. (Hrg. Tr. pg. 51, ll. 4-7). Mr. Mims testified that there were financial advantages to being listed as "married" versus single. Specifically, he indicated **"There are so many companies in South Carolina, but some of them do give a marital discount."** (Hrg. Tr. Pg. 51, ll. 16-25). He further indicated **"No, no discount, no change to marriage status, always single with our records."** (Hrg. Tr. pg. 52, ll. 1-2).

Mr. Mims further testified that the last contact that he had with Deceased would have been April 27, 2011. (Hrg. Tr. Pg. 53, ll. 20-23.) He was also asked to review a bill of sale which indicated that Yvonne Burns purchased the Oldsmobile previously owned by Deceased on October 26, 2011. This was the same Oldsmobile that Deceased previously insured with the Mims Agency. Mr. Mims did not know the reason that the title to the car changed over to Ms. Burns. He did confirm that while the policy was active with him, the 737 McMillan address was

used. He was asked by Mr. Jenkinson to confirm Ms. Burns' address as 556 Broomstraw, and he did. (Hrg. Tr. Pg. 56, ll. 13-14.)

Tyrone York

Tyrone York testified that he was Deceased's oldest brother. (Hrg. Tr. pg. 162, l. 7). Mr. York is also an ordained minister. (Hrg. Tr. pg. 166, ll. 15-16) He has pastored a church and also assisted with ministerial services upon request at various churches. (Hrg. Tr., pg. 166, l. 17 -- pg. 167, l. 11). Additionally, he works several jobs in Columbia, South Carolina which include work as a security officer, another part time position as a Dependent Support Professional at South Carolina Mentor, and works as a Certified State Constable assigned to Benedict College as a staff sergeant. (Hrg. Tr. pg. 164, ll. 16-21). Mr. York's permanent address is 629 McMillan Road, Greeleyville, South Carolina. (Hrg. Tr. pg. 167, ll. 12-18). He also rents an apartment in Columbia, South Carolina. (Hrg. Tr. pg. 167, ll. 22-23). Mr. York has been traveling back and forth from Columbia to Greeleyville since 2007-2008. (Hrg. Tr. pg. 168, ll. 5-7). He comes to Greeleyville every weekend. (Hrg. Tr. pg. 168, ll. 2). Mr. York would see Deceased "just about every weekend" before he died. (Hrg. Tr. pg. 169, ll. 1-3).

Mr. York applied and became the personal representative of Deceased's estate. (Hrg. Tr. pg. 177, ll. 1-3). After Deceased's accident, Mr. Tyrone York confirmed that he was the only person who applied to be the Personal Representative of Timothy York's estate. (Hrg. Tr. pg. 177, ll. 4-11). Mr. York testified that his mother, Shirley York (hereinafter "Ms. York"), paid Deceased's funeral expenses and that he planned the funeral. (Hrg. Tr. pg. 162, ll. 1-3), (Hrg. Tr. pg. 191, ll. 19-21). Mr. York also officiated as the Pastor and "preached" the funeral. (Hrg. Tr. pg. 191, ll. 22-23). Ms. Burns only contribution was a pack of underwear and t-shirts she bought from the Family Dollar Store. (Hrg. Tr. pg. 192, ll. 2-7). Ms. Burns was listed on the funeral program as a "Special Friend," and not as Deceased's wife. (Hrg. Tr. pg. 192, ll. 19-24).

Mr. York acknowledged that his mother, Shirley York, never received a formal education. (Hrg. Tr. pg. 169, ll. 16-19). Shirley York currently receives social security benefits due to her mental disability. (Hr. Tr. pg. 169, ll. 22-24). Ms. York shared the 629 McMillan Road residence with Deceased. (Hrg. Tr. pg. 173, ll. 1-8). Through elementary school and high school, Mr. York testified that his family lived at 737 McMillan Road which was a duplex. (Hrg. Tr. pg. 171, ll. 17-19). The Shirley York family lived on one side of the duplex, and Azalee York (hereinafter "Azalee") and her family lived on the other side. (Hrg. Tr. pg. 171, ll. 8-20). Azalee was the sister of Ms. Shirley York. (Hrg. Tr., pg. 171, l. 13). Mr. York testified that when he moved out at age 21, Deceased was still living at 737 McMillan. (Hrg. Tr. pg. 190, ll. 1-8). When Deceased's residence deteriorated and became uninhabitable, he moved into the other half with Azalee. (Hrg. Tr. pg. 190, ll. 5-11). Azalee moved out of her residence in 2012 and into another residence. (Hrg. Tr. pg. 204, ll. 2-6).

Deceased lived at 737 McMillan Road until the end of 2011. (Hrg. Tr. pg. 173, ll. 19-21). The rent receipts corroborate that Deceased lived at 737 McMillan Road during this time period. (Hrg. Tr. pg. 179-180). Deceased lived a portion of his time with Ms. Burns in the latter part of 2011. (Hrg. Tr. pg. 182, ll. 10-14). He would spend "maybe twice a week" with Ms. Burns on Broomstraw Road. (Hrg. Tr. pg. 182, ll. 15-17). Mr. York testified that Deceased lived elsewhere more than he was with Ms. Burns. (Hrg. Tr. pg. 183, ll. 1). Deceased would stay with Ms. Burns at her residence on Broomstraw Road **"whenever he had money. When he didn't have money, he would have been back home."** (Hrg. Tr. pg. 182, ll. 3-5). **"He would stay with my mother for a week or so. Then on Fridays whenever he get paid, [Ms. Burns] would ride the road, ride the road, and convey him to come back home."** (Hrg. Tr. pg. 184, ll. 1-4). Deceased would go to Azalee, Sam Mouzon, Eugene Bright, Frederick Childers, and Sam York's homes to stay when Yvonne Burns would put him out. (Hrg. Tr. pg. 185, ll. 1-7).

Tyrone York testified that both Deceased and Ms. Burns had a drinking problem, which was the primary source of their difficulties (Hrg. Tr. pg. 185, l. 18 – pg. 186, l. 1). Deceased never referred to Ms. Burns as his wife. (Hrg. Tr. pg. 186, ll. 18-25). Deceased never indicated to Mr. York that he was engaged, that he was going to marry Ms. Burns, or that he was married to Ms. Burns. (Hrg. Tr. pg. 187, ll. 9-23). With regard to securing his mail, specifically his bank account statements, Deceased's mail went to 737 McMillan Road where Azalee would pick up his mail. (Hrg. Tr. pg. 188, ll. 11-17). Mr. Tyrone York testified that Deceased did not trust his mail going to Ms. Burns' house. (Hrg. Tr. pg. 188, ll.15). Deceased also had his income tax returns sent to 737 McMillan. (Hrg. Tr. pg. 199, ll. 23- pg. 200, ll. 1-5). The arrangement between Deceased and Azalee never changed. (Hrg. Tr. pg. 188, ll. 22-24). He further confirmed that Deceased told him "that all Yvonne wanted from him was his money." (Hrg. Tr. pg. 198, ll. 1-2).

Deceased and Ms. Burns had an ongoing issue concerning money. (Hrg. Tr. pg. 197, ll. 22-24). Mr. York testified that Deceased cancelled his debit card due to Ms. Burn's unauthorized use. (Hrg. Tr. pg. 197, ll. 9-19). He also testified about another incident where Ms. Burns withdrew all of Deceased's Christmas fund money to paint her house. (Hrg. Tr. pg. 199, ll. 9-13). He further testified that Deceased bought furniture from Wilder Brothers Furniture and the furniture went to Ms. Burns' house. (Hrg. Tr. pg. 200, ll. 17-23). Deceased put down Ms. Burns' address because that was where the furniture was to be delivered. (Hrg. Tr. pg. 201, ll. 1-3).

At Longlands Planation, Deceased's workplace, Ms. Margaret York, Deceased's aunt, was listed as his emergency contact. (Hrg. Tr. pg. 196, ll. 5-17, pg. 240, ll. 3-21). Before Deceased's death, he did not have a license because of three driving under the influence convictions. (Hrg. Tr. pg. 190, ll. 22-24). Deceased put the title of his car in Ms. Burns' name so that she would be able to take him back and forth to work. (Hrg. Tr. pg. 191, ll. 8-12). On

Deceased's state identification card he listed his residence at 737 McMillan. (Hrg. Tr. pg. 201, ll. 4-9).

Mr. York described Deceased's relationship with Sam Mouzon as "very, very close". (Hrg. Tr. pg. 202, ll. 22). Sam Mouzon was a father figure to Deceased since Deceased's biological father was absent in his life. (Hrg. Tr. pg. 203, ll. 3-9). Mr. York also describes Deceased's relationship with Fred Childers as that of a "very close friend". (Hrg. Tr. pg. 203, ll. 13-18). Deceased and Mr. Childers grew up together and knew each other all their lives. (Hrg. Tr. pg. 203, ll. 13-20).

Sam W. Mouzon, Jr.

Mr. Mouzon lives in Greeleyville, SC, and has lived there for thirty-six years. (Hrg. Tr., pg. 245, ll. 13-15). The relationship between Mr. Mouzon and Deceased was akin to father and son. (Hrg. Tr., pg. 245, ll. 16-25). Over the past five to ten years, the two would see each other on a weekly basis. (Hrg. Tr., pg. 248, ll. 11-22). Mr. Mouzon stated that Deceased discussed his relationship with Burns with him, and he never referred to Burns as anything other than his girlfriend. (Hrg. Tr., pg. 249, ll. 5-24). Mr. Mouzon would often have to pick up Deceased from Burns' house because the two would often argue. (Hrg. Tr., pg. 250, ll. 5-20). Burns would often put Deceased out of the house, and he would have to stay with Mr. Mouzon, and this happened about ten times in 2013. (Hrg. Tr., pg. 251, ll. 9-25 – pg. 252, ll. 10-24). After staying with Mr. Mouzon for about 5-7 days, Burns would usually pick him up to take him back to her house around the time he got paid. (Hrg. Tr., pg. 253, ll. 4-25). A similar pattern of behavior occurred in 2012 over the course of the entire year. (Hrg. Tr., pg. 254, ll. 1-25). Mr. Mouzon said Deceased would often complain about Burns taking his debit card, thus not allowing him to get money after she put him out. (Hrg. Tr., pg. 255, ll. 17-25). It was confirmed that Deceased used his aunt Azalee's address in Greeleyville as his mailing address, particularly for any business transactions such as a check. (Hrg. Tr., pg. 257, ll. 4-25). Mr. Mouzon testified that he

knew of two other people who would take Deceased in when Burns put him out, named Gene and Fred. (Hrg. Tr., pg. 258, l. 16 – pg. 259, l. 6).

On cross examination, Mr. Mouzon claimed that he didn't think Deceased had a drinking problem because he only drank on weekends. (Hrg. Tr. Pg. 264, ll. 8-17). Mr. Mouzon did not know that Deceased had gotten into so much trouble with drinking and driving; nor did he know that the arguments between Deceased and Burns were over his drinking. (Hrg. Tr. Pg. 266, ll. 3-15). Mr. Mouzon had no knowledge of Deceased giving his debit card to Yvonne to withdraw cash to go around and pay their bills each week. (Hrg. Tr., pg. 267, ll. 15-25). He also did not know that Deceased's other friends named Chelsey and Gene who occasionally picked up Deceased on the way to work, would not allow him to stay with them due to his drinking problem. (Hrg. Tr. Pg. 273 ll. 1-10 – Pg. 274, ll. 1-7).

Frederick Childers

Fredrick Childers has lived in Greeleyville, South Carolina all his life (43 years). (Hrg. Tr. pg. 276, ll. 1-9). Mr. Childers knew Deceased since they were kids. (Hrg. Tr. pg. 276, ll. 15-16). As adults, they spent every weekend, and sometimes during the weekdays, together. (Hrg. Tr. pg. 276, 22-25). The witness testified that the last time he talked to Ms. Burns was yesterday. (Hrg. Tr. pg. 280, ll. 17-19). Ms. Burns called and said, "don't say nothing to enhance yourself or don't say nothing that you don't want to say." (Hrg. Tr. pg. 281, ll. 3-4).

Mr. Childers testified that Deceased never indicated to him that Deceased was married or engaged to Ms. Burns. (Hrg. Tr. pg. 277, 12- pg. 278, ll.1-2). He explained that in order for Deceased to stay at Ms. Burns' house, he had to give her his debit card. (Hrg. Tr. pg. 282, ll. 5-8). He further testified, "[if] the card go to go, [he] got to go." (Hrg. Tr. pg. 282, ll. 8-9). The witness recalled a time when he took Deceased to the bank to withdraw some money, but was unable to do so because Ms. Burns took all his money and left him \$25. (Hrg. Tr. pg. 282, ll. 14-

20). A lot of the arguments between Deceased and Ms. Burns were about money. (Hrg. Tr. pg. 282, ll. 21-22).

Prior to his death, Deceased had an apartment at 737 McMillan road next door to Azalee. (Hrg. Tr. pg. 283, ll. 9-13). When Deceased's apartment deteriorated, he continued to get his mail at 737 McMillan from Azalee. (Hr. Tr. pg. 284, ll. 7-9). Mr. Childers would often have to go over to Ms. Burns' house to get Deceased when she kicked him out. (Hrg. Tr. pg. 278, ll. 15-22). In 2013, the last year of Deceased's life, Ms. Burns put Deceased out "just about every weekend". (Hrg. Tr. pg. 279, ll. 2-5). Mr. Childers would drive Deceased to his mother's or Sam Mouzon's house. (Hrg. Tr. pg. 279, ll. 13-14). Deceased stayed with him one night. (Hrg. Tr. pg. 279, ll. 18). Mr. Mouzon testified that at least ten times within the last year of Deceased's life, he had to pick up Deceased from Ms. Burns' house. (Hrg. Tr. pg. 280, ll. 4-9). He characterized it as "so often". (Hrg. Tr. pg. 280, ll. 9).

On cross-examination, the witness testified that Deceased loved Ms. Burns, and she loved him, (Hrg. Tr. pg. 286, ll. 20-23); however, he never heard Deceased refer to Ms. Burns as his wife. (Hrg. Tr. pg. 287, ll. 6-8). The witness explained that Deceased always complained to him about Ms. Burns spending his money. (Hrg. Tr. pg. 287, ll. 13-24). Mr. Mouzon testified that both Deceased and Ms. Burns would drink a lot. (Hrg. Tr. pg. 289, ll. 12-13). He explained that every weekend Ms. Burns would throw him out. (Hrg. Tr. pg. 293, ll. 5-7).

On redirect, the witness testified that Deceased stayed at a number of places, including with Ms. Burns, Ms. York, Mr. Mouzon, and Azalee, due to Deceased and Ms. Burns' volatile relationship. (Hrg. Tr. pg. 295, ll. 3-20). Deceased had clothes at Azalee's house and he also ate meals at Azalee's and his mother's houses. (Hrg. Tr. pg. 295, ll. 21- pg. 296, ll. 1).

Azalee York

Azalee York is the sister of Ms. Shirley York and, accordingly, she was Deceased's aunt. (Hrg. Tr. pg. 299, ll. 10-14). Azalee is 59 years old. (Hrg. Tr. pg. 299, 8-9). Deceased and Azalee

- had a close relationship. (Hrg. Tr. pg. 299, ll. 15-17). Over the last three years, Deceased would come see her about three times a week. (Hrg. Tr. pg. 299, ll. 18-25).

Azalee currently lives at 2 Hope Harbor Drive, Greeleyville, South Carolina. (Hrg. Tr. pg. 300, ll. 1-2). She has been living there for about a year and three or four months. (Hrg. Tr. pg. 200, ll. 5-7). Deceased would come to her apartment to pick up his mail and eat meals. (Hrg. Tr. pg. 300, ll. 13-20). Prior to her moving to her new apartment, Azalee lived at 737 McMillan Road. (Hrg. Tr. pg. 300, ll. 21-25). That apartment was a duplex, with her and her immediate family living on one side, and Deceased living on the other. (Hrg. Tr. Pg. 301, ll. 3-13). Before Deceased resided there on his own, it was his family home where he lived with his mother, and his brothers, Tyrone and Quinton. (Hrg. Tr. Pg. 301, ll. 12-20). When Deceased was living at the duplex, Azalee would see him every day. (Hrg. Tr. Pg. 302, ll. 1-6). After moving from that home, Deceased would come by the witness' house for lunch and to check his mail since he only worked three miles down the street. (Hr. Tr. Pg. 302, ll. 10-21). She stated that Deceased preferred to receive his mail at her house because he did not trust Ms. Burns with his mail. (Hr. Tr. Pg. 302, ll. 22-25 – Pg. 303, ll. 1-5).

Azalee stated that Deceased lived multiple places, including with Sam Mouzon, Fred Childers, Gene Bright, Yvonne Burns, and his mother. (Hrg. Tr. Pg. 304, ll. 15-24). The reason Deceased had to stay multiple places was because he would have nowhere to go when Burns put him out. (Hr. Tr. Pg. 305, ll. 5-10). This was the normal pattern of their relationship. (Hr. Tr. Pg. 306, ll. 1-7). Deceased told the witness not to let anyone know, particularly Burns, that he received his mail at Azalee's house. (Hr. Tr. Pg. 306, ll.14-25). She complied with his request and did not tell anyone. (Hr. Tr. Pg. 306, ll. 21-25).

The witness stated that several of the arguments between Deceased and Burns were about money. (Hr. Tr. Pg. 307, ll. 1-5). She recalled once instance where Deceased asked if his bank statement came in the mail as he was looking for the amount of money in his savings for

Christmas. (Hr. Tr. Pg. 307, ll. 6-13). When the statement came, he discovered that Burns had taken the money out the bank and painted her house without his permission. (Hr. Tr. Pg. 307, ll.14-25).

Azalee testified that Deceased's drinking was also a source of arguments between Deceased and Burns. (Hr. Tr. Pg. 308, ll. 14-15). She acknowledged that she knew Deceased received DUI's due to his excessive drinking, and he lost his license. (Hr. Tr. Pg. 309, ll. 1-12). Because Deceased didn't drive, he felt like it made more sense to transfer his car title to Ms. Burns, as they agreed that Burns would take him back and forth to work. (Hr. Tr. Pg. 309, ll. 8-15). Despite this, Deceased never told Azalee that he was married, engaged, or getting engaged to Burns; nor did he ever refer to her as his wife. (Hr. Tr. Pg. 310, ll. 10-25). The witness knew they had a tumultuous relationship, as she was one his closest aunts and he told her about the ups and downs of the relationship. (Hr. Tr. Pg. 311, ll. 1-25). Deceased talked about the relationship with Azalee, and she often asked him why they didn't just break up because it wasn't a healthy relationship. (Hr. Tr. Pg. 314, ll. 13-24). She stated that Deceased kept his clothes at her house because he never relinquished his side of the duplex. (Hr. Tr. Pg. 315, ll. 3-9). When that side of the duplex began to deteriorate, he just kept his clothes on her side of the duplex, even living with her at one point in time. (Hr. Tr. Pg. 315, ll. 11-18). She fed him, washed his clothes every weekend, and stated that she sorely misses him. (Hr. Tr. Pg. 316, ll. 1-8).

On cross examination, Azalee unequivocally stated that while she and Deceased were close, she was not a replacement for his mother. (Hr. Tr. Pg. 316, ll. 16-24). She admits that she is unsure in which year the Christmas fund situation happened, but stated that it was in recent years. (Hr. Tr. Pg. 318, ll. 1-14). She does not think Deceased had a drinking problem, but admits he did get into trouble because of his drinking. (Hr. Tr. Pg. 318, ll. 12-25). The witness points out that Burns was a drinker as well, and she had seen her drink before at her cousin's house. (Hr. Tr. Pg. 320, ll. 1-7). She also wanted to make it clear that she gave Deceased his

mail when he came to her house and that she did not entrust his mail to anyone else. (Hr. Tr. Pg. 321, ll. 2-17). She also denies knowing anything about the situation involving Deceased, his mother, and his brother, Tyrone, where Tyrone told Deceased not to come to the house if he had been drinking. (Hr. Tr. Pg. 321, ll. 18-25). Azalee reiterated that while Deceased did get checks, such as his tax refund check, mailed, she did not know what he did with the money. (Hr. Tr. Pg. 322, ll. 12-22).

On re-direct, the witness stated that she had never been to Burns' house as Burns was not close with the York side of the family. (Hr. Tr. Pg. 323, ll. 13-25). She admits that the Christmas fund situation had to have been the last year that Deceased was alive, and that would have been Christmas 2012. (Hr. Tr. Pg. 324, ll. 16-20).

Kim York Smith

Ms. Smith is a first cousin of Deceased, and they had a very close relationship. (Hr. Tr. Pg. 325, ll. 21-25). Ms. Smith is Azalee York's daughter, so she grew up in the same duplex as Deceased. (Hr. Tr. Pg. 326, ll. 9-17). Ms. Smith is married with two children, and she presently resides in Moncks Corner, Berkeley County. (Hr. Tr. Pg. 326, ll. 20-25- pg. 327, ll. 1). Ms. Smith is a housewife, and she is able to travel to Greeleyville to see her mother three to four times a week, at which times she would often see Deceased. (Hr. Tr. Pg. 327, ll. 14-25). Ms. Smith states that she was very familiar with the mail situation, and that Deceased trusted her mother, Azalee, with his personal information. (Hr. Tr. Pg. 328, ll. 7-20). The witness and Deceased were very close as cousins, and he often expressed to her that he was tired of Burns putting him out the house, and he felt as if he was being used. (Hr. Tr. Pg. 329, ll. 14-22). During one of their conversations in 2010, Ms. Smith says Deceased told her of two things he would never do with Burns and that was marry her and have children with her. (Hr. Tr. Pg. 331, ll. 2-9). She said he felt like this because nothing was ever good enough for Burns and he was

tired of being used. (Hr. Tr. Pg. 331, ll. 16-25). Deceased never called Burns his fiancé, wife, or anything of the kind. (Hr. Tr. Pg. 332, ll. 9-24).

Ms. Smith recalls a particular time in October or 2013 when she ran into Burns in the parking lot of the Dollar General when Burns was, in her opinion, drunk. (Hr. Tr. Pg. 333, ll. 5-19). She came to this conclusion because Burns exhibited slurred speech, imbalance, and Ms. Smith smelled alcohol on Burns' breath. (Hr. Tr. Pg. 333, ll. 5-19). In that conversation, Ms. Smith says Burns told her that she wished she had married Deceased, and she could not stop crying. (Hr. Tr. Pg. 333, ll. 18-21).

On cross-examination, the witness said Deceased would spend more nights with her mother than with Burns up until the year he died. (Hr. Tr. Pg. 335, ll. 6-20). Ms. Smith was aware that Deceased had lost his license because of drinking, but she didn't think he was an alcoholic. (Hr. Tr. Pg. 336, ll. 10-19). She also did not know that Deceased had transferred the title of his car to Burns, or that he signed a home improvement contract with her to remodel Burns' house. (Hr. Tr. Pg. 336, ll. 20-25, Pg. 337, ll. 1-15). Ms. Smith did not know that Deceased and Burns signed the contract with the last name York. (Hr. Tr. Pg. 338, ll. 4-6). Ms. Smith admits to hearing something about the two of them telling Mr. Wilder that they were getting married. (Hr. Tr. Pg. 338, ll. 22-25- 339, ll. 1-4). Ms. Smith was aware that Burns kept the debit card and cleaned out Deceased's account every Friday (payday) without his consent. (Hr. Tr. Pg. 339, ll. 14-23). Ms. Smith said she did not know what Burns did with the money, and even if she was paying bills, she took the money without Deceased's consent. (Hr. Tr. Pg. 340, ll. 10-24).

On re-direct, Ms. Smith clarified that her mother stopped Deceased from staying with her because her new apartment had strict rules and regulations against extra people staying overnight. (Hr. Tr. Pg. 341, ll. 7-21).

Shirley York

Ms. York testified that her date of birth is March 23, 1954 and she is 60 years old. (Hrg. Tr., pg. 5, ll. 4-9). She is unmarried, and is the mother of Deceased. (Hrg. Tr., pg. 5, ll. 10-18). She has two other sons besides Deceased: Tyrone York and Quinton Lamont York. (Hrg. Tr., pg. 5, l. 19 – pg. 6, l. 22). Deceased's father is Freddie Scott. (Hrg. Tr., pg. 7, ll. 11-15).

Ms. York testified that she did not have any formal education at any point in her life because, as she explained it, she had problems learning to talk as she grew up. (Hrg. Tr., pg. 8, l. 24 – pg. 10, l. 22). She explained that, even after learning to talk at about age 12, she still did not go to school. (Hrg. Tr., pg. 10, l. 20 – pg. 12, l. 11). Ms. York also explained that in addition to the problem with speaking, she also was diagnosed with heart failure, styroid (sic) [and] diabetes." (Hrg. Tr. pg. 11, ll. 12-22). She is on Social Security Disability and maintains that it is due to a heart condition. (Hrg. Tr., pg. 14, l. 17 – pg. 15, l. 11). Ms. York has also never formally worked in her life. (Hrg. Tr., pg. 15, l. 13 – pg. 16, l. 2).

The witness identified an "apartment" or "duplex" at 737 McMillan Road as the place where she raised her children. (Hrg. Tr., pg. 16, ll. 3-25). She explained that she and her family lived on one side of the duplex, while her sister, Azalee, and her children lived on the other side. (Hrg. Tr., pg. 17, ll. 1-21). She lived and raised her children at this address before moving to Gibson Road, but she now lives at 629 McMillan Road, in Tyrone's trailer. (Hrg. Tr., pg. 17, l. 22 – pg. 18, l. 17). She stated that she lived with Deceased at the 737 McMillan Road address until he was in high school at C.E. Murray. (Hrg. Tr., pg. 19, l. 18 – pg. 20, l. 8). After dropping out of high school in the eleventh grade, Deceased went to work at "Longs Plantation" (sic) and continued living with his mother over approximately the next 10 years. (Hrg. Tr., pg. 21, l. 15 – pg. 23, l. 24). Over time, Ms. York's children moved out and she moved to a house on Gibson Road, where she lived for two years, while Deceased stayed at 737 McMillan Road. (Hrg. Tr., pg. 23, l. 21 – pg. 25, l. 24).

Ms. York does not know exactly when a relationship between Deceased and Yvonne Burns (hereinafter "Burns") began, but stated that they were "off and on" for an indeterminate amount of time. (Hrg. Tr., pg. 29, ll. 5-22). However, she was able to recall Burns "throwing [Deceased] out" of the house "every week," causing Deceased to return to Ms. York's house to stay. (Hrg. Tr., pg. 30, ll. 2-24). The witness testified that Deceased would have to come to her house at least once a week and added that she did not consider Deceased and Burns to be in a relationship because of the volatile nature of their relationship. (Hrg. Tr., pg. 31, l. 17 - pg. 33, l. 4). In fact, Burns never indicated to Ms. York that she and Ms. York's son were married. (Hrg. Tr., pg. 33, l. 14 - pg. 34, l. 1). Further, the witness stated that Deceased and Burns, together, never went to Ms. York's house together for any reason. (Hrg. Tr., pg. 34, ll. 2-16). She confirmed that she paid for all of Deceased's funeral expenses, and that Burns did not pay for or offer to help with any funeral planning, including dressing the body. (Hrg. Tr., pg. 35, l. 11 - pg. 37, l. 5). Deceased's mother stated that she never knew Burns to use the last name York. (Hrg. Tr., pg. 37, ll. 6-8). She again stated that she did not consider Burns to be married to Deceased, adding that Burns was not her daughter-in-law and that they were not close at all. (Hrg. Tr., pg. 38, ll. 9-17).

With regard to Deceased helping her financially, Ms. York testified that Deceased would monthly give her money for her bills, groceries, the Laundromat, and the pharmacy. (Hrg. Tr., pg. 38, l. 18 - pg. 39, l. 25). She stated that he would regularly give her \$50-60. (Hrg. Tr., pg. 40, ll. 4-9). She added that she was on Social Security and sometimes didn't have enough money to support herself, but Deceased and his brother, Tyrone, would help her out. (Hrg. Tr., pg. 40, ll. 10-25). Regarding Deceased's personal finances and bills, Ms. York stated that she does not know anything about them. (Hrg. Tr., pg. 41, ll. 1-4). Finally, Ms. York testified that Burns never mentioned any engagement or wedding parties, or any plans to marry Deceased at any point whatsoever. (Hrg. Tr., pg. 41, ll. 5-20).

On cross-examination, Ms. York testified that when her children were young, she did not work nor handle her own money, but that she provided for her children by herself. (Hrg. Tr., pg. 42, l. 24 – pg. 44, l. 22). She explained that even though she is on Social Security and Medicare, those programs do not cover all of her doctor bills or pharmacy bills. (Hrg. Tr., pg. 44, l. 23 – pg. 45, l. 8). She added that she pays her own light and water bills. (Hrg. Tr., pg. 45, l. 17 – pg. 46, l. 3).

The witness explained that Towanda Williams' father lived in Ms. York's front yard, and that Ms. Williams lived there, too, before her father died. (Hrg. Tr., pg. 46, l. 17 – pg. 47, l. 22). Ms. York also testified that Deceased and Ms. Burns did not "live" together. (Hrg. Tr., pg. 48, l. 20-21). She added that Deceased still lived and kept clothes and furniture at 737 McMillan Road during the time that he would sometimes stay with Burns. (Hrg. Tr., pg. 51, l. 1 – pg. 54, l. 5). Ms. York also stated that Deceased would come stay with her in the years after 2011, and even after Tyrone told Deceased not to stay at Ms. York's house anymore. (Hrg. Tr., pg. 54, l. 6 – pg. 56, l. 2).

Ms. York explained that she used to work for J.P. Gowan, but that she has not worked for him in upwards of three years. (Hrg. Tr., pg. 56, l. 8 – pg. 57, l. 3). She testified that various people, some known to her and some not, would bring Deceased to her house so that he could take out her trash. (Hrg. Tr., pg. 62, l. 8 – pg. 63, l. 3). The witness reiterated that she had never known Burns to use Deceased's last name as her own, adding that she knows nothing about the Wilder Brothers furniture contracts because she was not present for their creation. (Hrg. Tr., pg. 63, l. 4 – pg. 65, l. 5).

Deceased's mother testified that she was dependent on Deceased before his death. (Hrg. Tr., pg. 65, l. 7 – pg. 68, l. 12). She also knew the address of the house where Deceased would stay with Burns to be 556 Broomstraw Road, although she testified that she had only been there once because Burns did not like her. (Hrg. Tr., pg. 68, l. 13 – pg. 69, l. 1). She added that Tyrone

did not approve of the lifestyle Deceased and Burns led when they were together. (Hrg. Tr., pg. 69, ll. 2-10). Ms. York concluded cross-examination by stating that she and Tyrone had not talked about the case, save for one brief conversation discussed in her deposition about the need to continue with this case. (Hrg. Tr., pg. 70, l. 6 – pg. 72, l. 24).

On redirect examination, Ms. York explained that Tyrone, as a preacher, did not approve of Deceased's lifestyle with Burns because they were living together outside of marriage, but that Tyrone and Deceased still loved each other. (Hrg. Tr., pg. 72, l. 23 – pg. 75, l. 8). She also stated that Ms. Williams moved to High Point, North Carolina for a period before returning to South Carolina. (Hrg. Tr., pg. 75, l. 14 – pg. 76, l. 1). Williams' father, Lee Mile Chism (sic), did work on Ms. York's house and lived very close to her. (Hrg. Tr., pg. 76, ll. 2-23). She does not recall when he died, but concluded by stating that Williams stayed in South Carolina after her father's death. (Hrg. Tr., pg. 77, ll. 2-11).

Ms. York was the last witness offered in support of the claimant's case.

ON BEHALF OF BURNS:

Hearing Transcript Volume I

Gerald Wilder

Gerald Wilder was the first to testify on behalf of Ms. Burns and his testimony was taken out of order, because of time constraints. Mr. Wilder works at Wilder Brothers Williamsburg House (herein referred to as "Wilder Brothers") in Greeleyville, South Carolina. (Hrg. Tr. pg. 58, ll. 21-22). Wilder Brothers is a furniture store. (Hrg. Tr. pg. 59, ll. 2). Mr. Wilder testified that on May 11, 2012, Deceased and Ms. Burns visited Wilder Brothers. (Hrg. Tr. pg. 60, ll. 23- pg. 61, ll. 1). Deceased entered into contract 275902 as the obligor/debtor for a TV. (Hrg. Tr. pg. 61, ll. 12-15). Deceased signed the contract and listed his address as 556 Broomstraw Road, Lane, South Carolina. (Hrg. Tr. pg. 61, ll. 15-19). Mr. Wilder delivered the TV to the address given.

(Hrg. Tr. pg. 62, ll. 11-14). Mr. Wilder testified that “[he] understood that [Deceased and Ms. Burns] lived together from them coming in together, and they both looked at the TV together and decided that’s what they wanted.” (Hrg. Tr. pg. 62, ll. 8-10). After May 18, 2012, Deceased and Ms. Burns would “come together, and sometimes [Ms. Burns] would come in and bring the payment.” (Hrg. Tr. pg. 62, ll. 18-20). Mr. Wilder further testified that on November 13, 2012, Deceased and Ms. Burns came into Wilder Brothers to pick and buy furniture. (Hrg. Tr. pg. 63, ll. 4-10). Either Deceased or Ms. Burns told Mr. Wilder that “they were getting married in a couple weeks.” (Hrg. Tr. pg. 63, ll. 20-23, pg. 64, ll. 15-17). Mr. Wilder suggested to Ms. Burns that she sign her name as “Yvonne York,” rather than her legal name. (Hrg. Tr. pg. 64, ll. 1-8). Mr. Wilder told Ms. Burns, “[I]f you’re getting married in a couple weeks [there is] no need to have to go through all this rigmarole and having it changed.” (Hrg. Tr. pg. 64, ll. 3-6). The testimony indicates that this conversation took place November 13, 2012. Between November 13, 2012 and August 26, 2013 (the date of Deceased’s death), there were no further conversations with regard to whether Deceased and Ms. Burns were actually married or not. (Hrg. Tr. pg. 80, ll. 2-6). Mr. Wilder later found out Deceased died on August 26, 2013. (Hrg. Tr. P. 74, ll. 2-3) He also found out after Deceased’s death that Deceased and Ms. Burns never got married. Mr. Wilder testified about the following conversation with Yvonne Burns:

A: Well, after he passed I found out – she came in – and found out they did not get married. I said, “Well, if you’re not...”---

Q: How did you find that out?

A: She told me.

Q: When?

A: Must have been at this time. And ---

Q: After he died?

A: After he died. And I said, "Well, since your name is not really and legally York, let's go ahead and put a contract in your name so everything will be official." So we went and put the contract back as Yvonne Burns.

(Hrg. Tr. Pg. 66, ll. 1-13). Consequently, he had Ms. Burns resign the contract as "Yvonne Burns." (Hrg. Tr. pg. 66, 9-11).

Althonia Rodgers

Althonia "Al" Rodgers was called as a witness by Yvonne Burns. He worked with Deceased at Longlands Plantation. (Hrg. Tr. pg. 83, ll. 9). Rodgers and Deceased worked together at Longlands Planation for roughly twenty years. (Hr. Tr. pg. 83, ll.14-16). Outside of working together, Deceased and Mr. Rodgers socialized together very often. (Hr. Tr. pg. 83, ll. 17-19). Mr. Rodgers testified that he has known Deceased for "just about all [Deceased's] life." (Hr. Tr. pg. 83, ll. 1-2) He testified that prior to Deceased's death, Deceased had been living with Ms. Burns at least six or seven years. (Hr. Tr. pg.84, ll. 6-12).

Mr. Rodgers described Deceased's relationship with Ms. Burns as "[l]ike they were married" (Hr. Tr. pg. 87, ll. 7). Mr. Rodgers testified that Yvonne handled Deceased's debit card and money. (Hr. Tr. pg. 90, ll. 1-8). Mr. Rodgers thought Ms. Burns and Deceased were in a marriage-like relationship because Deceased gave the title to his car to Ms. Burns. (Hr. Tr. pg. 123, ll. 11-14). He admitted that he did not know what bills Ms. Burns pays. (Hr. Tr. pg. 106, ll.5-7). Neither did Mr. Rodgers know what bills Deceased and Ms. Burns had together. (Hr. Tr. pg. 106, ll. 20-23). Mr. Rodgers was aware that Deceased filed income taxes separately and represented to the United States Government that he was single. (Hrg. Tr. pg. 110, ll. 1-9). He also initially testified that Ms. Burns was an authorized user of Deceased's debit card. When questioned further, he said he was surprised to learn that she was not.

Mr. Rodgers testified regarding his knowledge of Deceased's income tax return filings:

Q: You just testified that you were familiar with Timothy Burns (sic) and that he filed an income tax return, correct?

A: Yes, Ma'am.

Q: And I also understood you to testify that you knew that he filed – well, you know that – do you know if he filed as a married person, or do you know if he filed as a single person?

A: He filed as a single person.

(Hrg Tr. pg. 109, ll. 17-25). When questioned further about Deceased's representations, he indicated:

Q: No, I'm asking not about you; I'm asking did he represent to the United States government in his income tax returns that he was single?

A: That's right.

(Hrg. Tr. Pg. 110, ll. 6-14).

Mr. Rodgers also testified that Deceased transferred the title to his Oldsmobile vehicle to Ms. Burns because he had been arrested at least three times for driving under the influence. (Hr. Tr. pg. 123, ll. 16-24). As a result, Deceased lost his license and ultimately turned the title to Ms. Burns at her address because he could not drive. (Hr. Tr. pg. 124, ll. 1-10).

Mr. Rodgers also confirmed that Deceased would go over to Azalee's for lunch two to three times a week, and that he often accompanied him. (Hr. Tr. pg. 119, ll. 11-16). Deceased received his mail at Azalee's residence. (Hr. Tr. pg. 119, ll. 17-18). Deceased would go over to Azalee's at lunch house, check his mail, and then leave his mail at her residence. (Hr. Tr. pg. 120, ll. 11-14).

Mr. Rodgers testified that Deceased and Ms. Burns were never married, but were supposed to get married. (Hrg. Tr. pg. 113, ll. 8-11). A wedding date was never set; they were just still living together. (Hrg. Tr. pg. 113, ll. 14-18). His testimony included the following:

Q: And in response to his questions about their relationship it was your impression that they never were married but were supposed to get married?

A: Yes, ma'am.

Q: When were they supposed to get married?

A: Hadn't set a date.

Q: They never set a date to get married?

A: No, Ma'am.

Q: Okay; all right. They were just still living together?

A: Yes, Ma'am.

Q: As far as you – and you saw them every day?

A: Not every day. I saw Blue every day.

Q: That's what I'm asking about. You saw Blue every day?

A: Yes, Ma'am.

Q: Okay. And based upon you seeing Blue every day, it's your testimony here today that they never got married, but they were going to get married sometime in the future?

A: Yes, Ma'am.

Q: Okay. And you don't know when in the future that was?

A: No, Ma'am.

Q: But they never got married because ---

A: They never got married.

Q: And that's because he died?

A: That's right.

Q: Okay. As far as you know, did they ever have an engagement party?

A: No, Ma'am.

Q: As far as you know, did she ever have an engagement ring?

A: No ma'am.

(Hrg. Tr. pg. 113, l. 8 – pg. 114, l. 16).

When Deceased and Ms. Burns had a dispute, Mr. Rodgers testified that Deceased would stay over Ms. York's house (Hr. Tr. pg. 98, ll.1-4). Ms. Burns would put Deceased out of her house quite frequently. (Hr. Tr. pg. 126, ll. 10-12). Specially, Mr. Rodgers testified that Ms. Burns would put Deceased out of her house once a month. (Hr. Tr. pg. 143, ll. 14). Mr. Rodgers would go to Ms. Burn's house to pick up Deceased and take him to other places to spend the night. (Hr. Tr. pg. 128, ll. 23- pg. 129, ll. 1). Deceased would then stay with Azalee, Ms. Shirley York or Mr. Mouzon. (Hr. Tr. pg. 129, ll. 2-9). Mr. Rodgers recalls one situation where Ms. Burns threw all of Deceased's clothes across her front yard. (Hr. Tr. pg. 129, ll. 14- 19). Mr. Rodgers helped Deceased pick up his clothes and afterwards took him somewhere else to stay. (Hr. Tr. pg. 129, ll. 20-25). Mr. Rodgers testified that Deceased and Ms. Burns had an "up-and-down" relationship. (Hr. Tr. pg. 130, ll. 8-14). Mr. Rogers testified that during their off and on relationship, Ms. Burns would put him out at least once per month. (Hrg Tr., pg. 143, ll. 10-14). Mr. Rodgers further testified that he told Deceased, "**Y'all need to quit and get y'all stuff straight. I'm tired of it.**" (Hr. Tr. pg. 132, ll. 7-8).

Hearing Transcript Volume II

Pamela Jean Johnson

Pamela Jean Johnson was called as a witness by Ms. Burns. She lives at 149 Heinemann Road, Salters, South Carolina, "Not even a quarter mile" from Burns at 556 Broomstraw Road in Lane. (Hrg. Tr., pg. 79, ll. 1-9). She knows Ms. Burns primarily through her husband, Dennis Johnson, who grew up with Ms. Burns, attended school with Ms. Burns and works on her car when needed. The primary relationship was between her husband, Dennis Johnson, and Ms. Burns. Ms. Johnson testified that she has a "neighbor relationship" with her. (Hrg. Tr., pg. 79, ll. 10-19). She said she also knew of Deceased because her dad, Jerry McKenzie, was in the boat with Deceased, prior to his death. Her dad was working with Deceased when the boat capsized. (Hrg. Tr., pg. 81, ll. 1-10). She explained that she and her husband have had Deceased and Burns to their home and that she would occasionally speak to Burns or "blow the horn" when driving past. (Hrg. Tr., pg. 79, l. 20 – pg. 80, l. 6).

Additionally, Ms. Johnson works for Low Country Loans where Deceased had an account. (Hrg. Tr., pg. 80, ll. 13-15). She testified that Burns would be with Deceased when he came to make loan payments. (Hrg. Tr., pg. 81, l. 20 – pg. 82, l. 6). She explained that a loan could be renewed after 91 days and three payments and stated that Burns would sometimes drop off a payment for Deceased if he couldn't get off of work in time to do it himself. (Hrg. Tr., pg. 84, l. 3 – pg. 85, l. 1). The witness stated that she "always thought" Deceased and Burns were married, but could not explain this feeling with any explicit examples, understanding or stated reasoning. (Hrg. Tr., pg. 85, l. 4 – pg. 86, l. 2). She testified that she had seen Deceased living on Broomstraw Road for seven years, but added, "I don't know if I would have known if he'd been gone for a period of time." (Hrg. Tr., pg. 87, l. 11 – pg. 88, l. 3). Ms. Johnson went on to testify that she "thought" that the Ms. Burns and Deceased were married.

On cross-examination, claimant's counsel questioned Ms. Johnson regarding the basis for her belief that Deceased was married to Ms. Burns. In terms of their social relationship, Ms. Johnson testified that Deceased and Burns had never come to her house as a couple for any

social events including, birthday parties, dinners, bible studies, barbeques or special occasions. (Hrg. Tr., pg. 89, ll. 23 – 25; pg. 91, ll. 22-25). Her primary interaction with Deceased was regarding a loan that was secured by Deceased and Ms. Burns in her capacity as a loan officer with Low Country Loans. She confirmed the contents of a loan document listed in Yvonne Burns' APA submission as page 239. Although she "thought" they were married, she confirmed that the mailing address that she had in her file for Deceased's loan was 737 McMillan Road in Greeleyville rather than Burns' address on Broomstraw. (Hrg Tr. Vol 2, p. 94, ll. 13-25. She stated that the loan document ask whether Deceased had a spouse. The testimony was recorded as follows:

Q: Okay. And now with regard to marital status, I want you to take a look at this. Right under his name and address it ask about spouse; do you see that?

A: MM-HMM.

Q: Okay. And beside the word spouse, what does it say?

A: It says, "None."

(Hrg. Tr., pg. 95, ll. 5-6). Ms. Johnson was questioned further regarding whether Ms. Burns ever represented to her that she was married to Deceased.

Q: Okay. Did – has Yvonne ever represented to you that they are a married couple?

A: No, Ma'am.

Q: She has never to this day said to you -- and you're neighbors -- that "Timothy is my husband"?

A: No Ma'am.

(Hrg Tr., pg. 98. ll. 2-7). She also confirmed that the only last name that Yvonne used was "Burns" and that she has never known her to use the name "York." (Hrg. Tr. p. 99, ll. 3-10.)

When questioned regarding her familiarity with the personal lives of Deceased, she admitted that she did not know much about their finances, other than the information taken in the application. She specifically did not know who owned the house where Ms. Burns resided. (Hrg. Tr., pg. 88, l. 20 – pg. 89, l. 3). Further, the witness testified that she is not familiar with their personal lives. Specifically, she was unaware of Ms. Burns putting Deceased out of her house or with Deceased's history of DUIs. (Hrg. Tr., pg. 96, ll. 8-19). She was also not familiar with the finances of either Deceased or Burns. (Hrg. Tr., pg. 97, l. 11 – pg. 98, l. 1). Finally,

Ms. Johnson indicated that as a loan officer, it was a part of her job to update the customers mailing address and that Deceased never indicated that his address changed from 737 McMillan. She also indicated that if Deceased would have let her know that he was married, she would have updated her form. (Hrg. Tr. p 109, ll. 1-3) As to his mailing address, she testified:

A: We don't ask them. But we – when we renew our loans, if they tell us it's changed, we change it. If it hadn't changed, we just – it just goes – keeps going over.

Q: Okay. Did anyone change this address?

A: We were not told to change it. He didn't tell us to change it. So unless he tells us to change it, it stays the way it is.

Q: Because that's where the recipient wants their mail addressed; is that correct? You're assuming that?

A: Yes, Ma'am.

Q: Okay, all right. And so whatever address you have on file is typically the address that they want their mail sent to; is that correct?

A: Yes, Ma'am.

(Hrg. Tr., pg. 111, l. 20 – pg. 112, l. 9).

Towanda Williams

Towanda Denise Williams, also known as "Neicy", was called as a witness on behalf of Yvonne Burns. She lives at 680 McMillan Road in Greeleyville, South Carolina. (Hrg. Tr., pg. 114, l. 23 - pg. 115, l. 11). She is 41 years old, married twice, has two children, and testified that she is related to the York family. (Hrg. Tr., pg. 115, l. 15 - pg. 116, l. 4). Although she was born in Greeleyville, she moved to North Carolina in 1992 and moved back to Greeleyville in 2005 to live with and take care of her ill father until he passed away in 2008. (Hrg. Tr., pg. 116, l. 5 - pg. 117, l. 8). She and her father lived at 621 McMillan Road in Greeleyville (in close proximity to Ms. York, 629 McMillan Road). (Hrg. Tr., pg. 117, l. 13 - pg. 119, l. 7).

Ms. Williams testified that she had been very close with Deceased, her cousin, ever since they were children, as well as after her return to Greeleyville, even speaking at Deceased's funeral. (Hrg. Tr., pg. 119, l. 16 - pg. 120, l. 23). She also testified that she knows Burns, and that they became close upon her return from North Carolina. (Hrg. Tr., pg. 122, ll. 5-18). When the witness returned to Greeleyville in 2005, Deceased was still living at 737 McMillan Road, but he began staying with Burns within the next year. (Hrg. Tr., pg. 123, l. 22 - pg. 124, l. 17). She testified that Deceased and Burns were "together," but she admitted that she never went to "their" house to confirm that they were both living there. (Hrg. Tr., pg. 125, ll. 1-14). She added that there were times between 2005 and 2008 when Burns would kick Deceased out of her house for days at a time, but the witness could not recall with any certainty how often that occurred. (Hrg. Tr., pg. 125, l. 17 - pg. 236, l. 24).

Regarding Deceased's relationship with Burns, Ms. Williams testified that Deceased told her he was "going to marry [Burns]." (Hrg. Tr., pg. 127, ll. 17-20). She described that Deceased's drinking problem improved in the last year of his life. (Hrg. Tr., pg. 128, l. 1 - pg. 129, l. 7). She expressed her feelings that Deceased and Burns lived together "as husband and wife." (Hrg. Tr., pg. 129, l. 8 - pg. 130, l. 4). The witness stated that she had "a little knowledge"

regarding financial dealings between Deceased and Burns, but only elucidated by pointing to instances of Burns paying her own bills. (Hrg. Tr., pg. 130, ll. 5-20). When Deceased lost his license for DUI, he would get rides with several different people. (Hrg. Tr., pg. 131, ll. 5-24). Ms. Williams also testified as to one time when she heard Deceased refer to Burns as his wife. (Hrg. Tr., pg. 132, l. 2 – pg. 133, l. 3). She also described multiple times in which Deceased would not stay with Burns, but would be at the houses of Sam York or Sam Mouzon for days at a time. (Hrg. Tr., pg. 133, l. 4 – pg. 134, l. 5). After stating that she “could have” seen what was happening at Ms. York’s house, the witness testified that she never saw Deceased stay with his mother, adding that he would still visit and bring her food, however. (Hrg. Tr., pg. 137, l. 9 – pg. 138, l. 19). Deceased kept the apartment at 737 McMillan Road for years after 2005 and kept “clothes and stuff” at the house because he would stay there at times if he and Burns were having problems. (Hrg. Tr., pg. 139, l. 20 – pg. 141, l. 1).

Ms. Williams also testified unequivocally that “several times” in the months before his death—including within the last month of his life—Deceased told the witness that he was “going to marry [Burns].” (Hrg. Tr., pg. 151, l. 14 – pg. 154, l. 3).

Q: [W]ithin six month before he passed away would he have made that statement to you?

A: He said that a month before he passed away.

Q: Okay. So, let me get it straight. A month before he passed away ---.

A: Which was in July.

Q: ---He would have --- he would have told you that he was going to marry Yvonne but he has to stop drinking?

A: Yes.

Q: Okay. Is that a direct quote?

A: He said he's going to have to stop drinking; He's going to marry Yvonne.

Q: And that was within a month of his death?

A: Yes.

(Hrg. Tr., pg. 152, ll. 11-25). She later stated that sometimes he would say that he was married and other times he would say that he was getting married. She acknowledged that these were contradictory statements.

Ms. Williams had no knowledge of an engagement ring or an impending wedding between Deceased and Burns, because "they never talked to [her] about it." (Hrg. Tr., pg. 157, l. 1 – pg. 160, l. 6). Specifically, the witness testified, "I know they weren't married." (Hrg. Tr., pg. 160, l. 7 – pg. 161, l. 15). The witness also repeatedly testified that she did not have knowledge of Deceased's personal and familial relationships, finances, prior living arrangements, or even his funeral. (Hrg. Tr., pg. 162, l. 5 – pg. 165, l. 12). Yet, she testified that she lived in close proximity to Ms. Burns home and was aware of 3-4 times that Ms. Burns put him out during the last year of his life. (Hrg. Tr. p. 156 ll. 9-15) Further, she did not even know Burns' last name "until recently." (Hrg. Tr., pg. 165, l. 13 – pg. 166, l. 20).

Allen Cooper

Allen Cooper was called as a witness on behalf of Yvonne Burns. He testified that he lives across the street from Burns and has known Deceased for approximately ten years, and Burns since 1974. (Hrg. Tr., pg. 168, l. 14 – pg. 170, l. 1). Over the last couple of years, Mr. Cooper would talk to Deceased and Burns "in passing," but they never went to each other's houses. (Hrg. Tr., pg. 170, ll. 2-25). He testified to seeing Deceased in Burns' yard and described that they were "just like married" because they "do things." (Hrg. Tr., pg. 171, l. 3 – pg. 172, l. 7).

On cross, Mr. Cooper confirmed that his relationship was primarily with Burns. (Hrg. Tr., pg. 173, l. 13 – pg. 174, l. 4). He also testified that he did not actually know how long he had known Deceased. (Hrg. Tr., pg. 174, l. 5 – pg. 175, l. 2). He reiterated that he never socialized with Deceased and Burns ever in all the years he has known them as a couple, and admitted that he was not familiar with their relationship, Deceased's drinking, an impending marriage between the couple, their finances, or Burns' home. (Hrg. Tr., pg. 175, l. 3 – pg. 180, l. 1).

On redirect examination, the witness clarified that Deceased and Burns "did things together" and that was the reason he thought they were married. (Hrg. Tr., pg. 180, l. 12 - pg. 181, l. 5). Finally, though, he confirmed that Deceased never told him he was married to Burns in all the time they knew each other.

Q: In talking to him once a week, he never once said he was married to Yvonne?

A: No.

Q: Talking to him once a week, he never once called her his wife?

A: No.

Q: And so, the only reason that you thought that they might have been married is because they'd go places together and they shared a roof?

A: Yes.

(Hrg. Tr., pg. 181, ll. 11-22).

Mary McLaughlin

Mary McLaughlin was called as a witness on behalf of Yvonne Burns. She lives in Salters, South Carolina and is a cousin of Yvonne Burns, with whom she talks every day. (Hrg. Tr., pg. 183, l. 17 – pg. 185, l. 21). She testified that Deceased and Burns lived together for about five or six years. (Hrg. Tr., pg. 186, l. 12 – pg. 188, l. 25). Deceased and Burns were not legally

married, but they were “going to get married” within the next week after Deceased died. (Hrg. Tr., pg. 189, l. 7 – pg. 191, l. 24).

She testified to a contract between “M&H Contractors,” Deceased, and Yvonne Burns for work done to Burns’ home. (Hrg. Tr., pg. 193, l. 3 – pg. 194, l. 20). According to her, Ms. Burns and Deceased paid her a sum of money in exchange for the work done to Burns’ house. (Hrg. Tr., pg. 196, l. 10 – pg. 198, l. 10). Ms. McLaughlin stated that Deceased referred to Burns as his wife beginning as soon as they “got back together.” (Hrg. Tr., pg. 198, l. 11 – pg. 199, l. 4). She specifically stated that she thought they were in a common law marriage. (Hrg. Tr., pg. 200, l. 20 – pg. 201, l. 15). Burns would do everything for the couple—she paid the bills, shopped for groceries, etc. (Hrg. Tr., pg. 202, ll. 1-14). Ms. McLaughlin testified that Deceased spent weekends outside the home because of his drinking about five or six times in the last year before he died. (Hrg. Tr., pg. 202, l. 15 – pg. 204, l. 9).

The witness stated that Deceased gave Burns an “engagement ring” in May 2012. (Hrg. Tr., pg. 206, l. 22 – pg. 207, l. 24). Finally, she stated that Javon Burns was also dependent on Deceased “just because [he lived in the house]” where Deceased stayed. (Hrg. Tr., pg. 207, l. 25 – pg. 208, l. 6).

On cross, Ms. McLaughlin confirmed her previous statement that Deceased and Burns were never married to one another. (Hrg. Tr., pg. 209, l. 8 – pg. 210, l. 18). She stated that two other witnesses—Towanda Williams and Pam Johnson—discussed their testimony with her before she testified. (Hrg. Tr., pg. 210, l. 19 – pg. 211, l. 23). She is familiar with Deceased’s drinking and with Burns “asking [Deceased] to leave” due to his drinking. (Hrg. Tr., pg. 212, ll. 2-23). The witness again confirmed that Deceased was never married and that he never married Burns, but that the two were engaged. (Hrg. Tr., pg. 212, l. 24 – pg. 214, l. 3). She also confirmed that Burns used her last name, rather than Deceased’s, on the contract with the witness’ business. (Hrg. Tr., pg. 214, l. 16 – pg. 215, l. 19). She did not know any specifics—

date, location, plans, etc.—regarding the upcoming wedding between Deceased and Burns. (Hrg. Tr., pg. 215, l. 20 – pg. 216, l. 13). Burns owned her home and Deceased did not own any part of the house. (Hrg. Tr., pg. 216, l. 14 – pg. 217, l. 10). Further, she again confirmed that Burns owned her house and that she has worked for “basically the entire time” the witness has known Burns. (Hrg. Tr., pg. 218, l. 16 – pg. 219, l. 12). Burns used her own last name—not Deceased’s last name—on the home improvement contract, as well as on all of the receipts for payments made pursuant to that contract. (Hrg. Tr., pg. 219, l. 13 – pg. 220, l. 2). Ms. McLaughlin discussed testimony with Pamela Johnson and Towanda Williams. (Hrg. Tr., pg. 220, l. 15 – pg. 221, l. 2).

Hearing Transcript Volume III

Chris Battle

Chris Battle was called as a witness on behalf of Yvonne Burns. He lives in Kingstree, SC, and owns and operates a barber college and convenience store/bar and grill in Lane, SC. (Hrg. Tr. Pg. 5, ll. 2-20). Mr. Battle knew Deceased for about 15 years. (Hrg. Tr. Pg. 7, ll. 12-15). Mr. Battle also knew Yvonne Burns all his life as they are distant cousins. (Hrg. Tr. Pg. 8, ll. 6-13). Mr. Battle knew of Deceased and Yvonne’s relationship as being a happy one, and from his knowledge they lived together for the past eight years, however he had never actually been to the house to really know that. (Hrg. Tr. Pg. 11, ll. 9-19). He would see the couple about 4-5 times a week because they would purchase items from the store after work. (Hrg. Tr. Pg. 12, ll. 13-20). If the couple didn’t have money to pay for store items, Mr. Battle would start a tab for them that they would usually clear by the end of the week, which is the extent he knew of the couple’s financial agreements. (Hrg. Tr. Pg. 13, ll. 18-25). Mr. Battle contends Deceased and Yvonne held themselves as a married couple because they were happy together and did things together, such as go out and party. (Hrg. Tr. Pg. 17, ll. 7-22). Mr. Battle had never seen Deceased with another

woman in the store, nor had he seen Yvonne with another man in the store (Hrg. Tr. pg. 21, ll. 19-25).

On cross, Mr. Battle stated he knew Yvonne's last name to be Beaufort, but he knew she had another last name that he couldn't remember. (Hrg. Tr. Pg. 23. ll. 10-19). Once the last name "Burns" was mentioned, he recognized that name and said that he has heard her call herself Yvonne Burns, but he only knew her as Yvonne Beaufort and nothing else, especially not York. (Hrg. Tr. Pg. 24, ll. 9-20). Mr. Battle and his wife were not socially interactive with Deceased and Yvonne. (Hrg. Pg. 28, ll. 12-24). Mr. Battle states Deceased referred to Yvonne as his "Old Lady," but does not know exactly how Deceased classified the relationship by calling her "Old Lady." (Hrg. Tr. Pg. 31, ll. 1-25). Neither Deceased nor Burns ever told the witness that they were married, but Deceased was apparently "inquiring about prices" for a reception at Mr. Battle's store "whenever he gets married." (Hrg. Tr., pg. 32, l. 1 – pg. 33, l. 12). Although Deceased never stated it would be a wedding reception, the witness knew that's what Deceased meant because he also said, "Eventually me and [Burns] are gonna (sic) tie this thing up." (Hrg. Tr., pg. 38, l. 24 – pg. 39, l. 18). Mr. Battle agreed, however, that just because two people look happy together, that does not mean they are married. (Hrg. Tr., pg. 35, l. 6 – pg. 36, l. 5). Neither Deceased nor Burns ever mentioned an engagement ring to the witness. (Hrg. Tr., pg. 36, ll. 18-21; pg. 37, ll. 13-18). The witness does not have any knowledge of Deceased's finances or the couple's personal life. (Hrg. Tr., pg. 40, l. 8 – pg. 41, l. 1).

On redirect examination, Mr. Battle stated that he was sure Deceased was referring to a wedding reception in their discussions about a nondescript reception. (Hrg. Tr., pg. 42, l. 5 – pg. 43, l. 5).

Yvonne Burns

Ms. Yvonne Burns testified on her own behalf that she lives at 556 Broomstraw Road in Lane, South Carolina; she is 47 years old. (Hrg. Tr., pg. 45, ll. 15-24). She stated that she has

been married twice, once to Leron Mitchum and once to Willie Burns. (Hrg. Tr., pg. 46, l. 14 - pg. 48, l. 4). In her current employment, she works as a nurse's aide for 50 hours per week, making \$10.47 per hour. (Hrg. Tr., pg. 48, l. 17 - pg. 49, l. 24). The father of her son, Javon, is "J.J. James Brewington," who supported Javon until age 18 and continues to do so now to an extent. (Hrg. Tr., pg. 50, l. 12 - pg. 51, l. 4).

Burns and Deceased first began seeing each other in the late 1990s, living together before they separated and eventually got back together. (Hrg. Tr., pg. 52, l. 18 - pg. 53, l. 18). Sometime after 2005, Deceased lost his driver's license due to DUIs, at which time, Deceased signed his car over to Burns. (Hrg. Tr., pg. 54, l. 13 - pg. 56, l. 16). Burns testified that Deceased's drinking and arguing would lead to him staying elsewhere "four to five time . . . within like a few months" before he lost his license. (Hrg. Tr., pg. 57, l. 22 - pg. 58, l. 13). Deceased previously lived at 737 McMillan Road, and he maintained the apartment, even keeping clothes and furniture there for a period of time, and he also continually received his mail at that address. (Hrg. Tr., pg. 58, l. 14 - pg. 60, l. 15). Several different people took Deceased to and from work after he lost his license. (Hrg. Tr., pg. 60, l. 16 - pg. 61, l. 16).

Burns testified that Deceased and Ms. York, Deceased's mother, did not have a good relationship, but added that she did not spend any appreciable time with the York family because she, herself, did not have a good relationship with them. (Hrg. Tr., pg. 63, l. 16 - pg. 65, l. 25). The witness recalled a conversation with Tyrone York when he told her that he had power of attorney. (Hrg. Tr., pg. 68, ll. 9-23). Deceased stayed with Sam York multiple times for periods of up to four nights at a time, but it was most often for weekends. (Hrg. Tr., pg. 68, l. 24 - pg. 70, l. 2). She testified that Deceased would most often stay with Eugene Bright or with "one of the two Sams," referring to Sam Mouzon or Sam York. (Hrg. Tr., pg. 71, l. 21 - pg. 72, l. 3).

Deceased's drinking improved in the last year or so of his life. (Hrg. Tr., pg. 70, ll. 3-11). Burns stated that she drinks but does not have a drinking problem. (Hrg. Tr., pg. 72, ll. 7-17).

Regarding Deceased's Christmas account, Burns testified that she took money to pay for Deceased's ASDAP classes. (Hrg. Tr., pg. 72, l. 18 – pg. 73, l. 5). Burns still has possession of Deceased's debit card, and described how she would take money from his account, and her own, to pay bills before giving him an allowance. (Hrg. Tr., pg. 73, l. 6 – pg. 75, l. 25). She described her bills, including various bills for indeterminate amounts, her individual bills for her personal vehicle and appurtenant insurance and upkeep, her own groceries, clothes, and uniforms. (Hrg. Tr., pg. 76, l. 1 – pg. 80, l. 16). She would also pay for a tab at witness Chris Battle's store, in addition to making payments on Deceased's Low Country Loans and Wilder Brothers accounts. (Hrg. Tr., pg. 81, l. 12 – pg. 82, l. 13). **Burns testified about the Wilder Brothers furniture contracts, stating that she was with Deceased when the purchases were made, and that she purposely signed her name on the second contract as "Yvonne York" because she and Deceased "were going to get married" at the time she signed that contract.** (Hrg. Tr., pg. 84, l. 7 – pg. 89, l. 42). She also explained that her uncle, Harry Beaufort—and not Mary McLaughlin—was present for the signing of a home improvement contract for work on Burns' house. (Hrg. Tr., pg. 89, l. 15 – pg. 91, l. 23). Deceased regularly made payments on his Low Country Loans account, but Burns would also use his money to make his payments on occasion that he could not make it to town to pay the bill himself. (Hrg. Tr., pg. 91, l. 24 – pg. 92, l. 16).

Prior to Deceased's death, Burns told people she and Deceased "were getting married." (Hrg. Tr., pg. 93, ll. 10-19). She explained that her relationship with Deceased was "more a marriage (sic)" than her actual marriages, but based that only on the fact that Deceased treated her well. (Hrg. Tr., pg. 94, ll. 3-8). Deceased gave Burns an engagement ring on her birthday, May 7, 2012, at which point she agreed to marry him in the future, although she says that she did not tell many people. (Hrg. Tr., pg. 94, l. 11 – pg. 95, l. 22). She states that she has not dated any men since Deceased died. (Hrg. Tr., pg. 95, l. 23 – pg. 96, l. 9). Burns again confirmed that

Deceased would spend a few nights at a time outside of her house, but it seemed to get better in the short while before his death. (Hrg. Tr., pg. 97, ll. 11-25).

On cross examination, the witness testified that she had a child, Crystal Mitchum, by her first husband, whom she divorced in 1987. (Hrg. Tr., pg. 99, l. 18 – pg. 100, l. 20). However, she was also pregnant with her second child, Deon Beaufort, whose father was Tracey Wilson, prior to her first divorce. (Hrg. Tr., pg. 100, l. 22 – pg. 102, l. 20). Mr. Mitchum filed for divorce from Burns for desertion and Mr. Mitchum was ordered to pay \$150 per month in child support for Crystal Mitchum, while Mr. Wilson was ordered to pay child support for Deon Beaufort. (Hrg. Tr., pg. 102, l. 21 – pg. 104, l. 4). Her second husband, Willie Burns, divorced her on the grounds of desertion in 1993. Although they had no children together, her son, Javon, was born while she was still married to Mr. Burns. (Hrg. Tr., pg. 106, l. 8 – pg. 107, l. 9). Ms. Burns testified in her deposition that Javon's father, James Brewington, voluntarily pays \$200 to \$250 per month in child support. It was brought to the Court's attention that the second divorce decree states that the Ms. Burns and Willie Burns are the parents of Javon Burns. The decree also contained provisions ordering Mr. Burns to pay \$150 per month in child support for Javon. (Hrg. Tr., pg. 107, l. 10 – pg. 111, l. 20).

Over the last several years, Burns worked for Good Samaritan, Lane Manufacturing, and PPL, which has been her employer for the most recent two to three years. (Hrg. Tr., pg. 116, l. 11 – pg. 117, l. 2). She stated that she had to pick up more hours after Deceased's death, but a quick calculation and comparison to her 2013 tax returns shows that she was making about the same annual salary both before and after Deceased's death. (Hrg. Tr., pg. 117, l. 3 – pg. 118, l. 24). Her house is in her name and she has owned it without debt since the late 1990s. (Hrg. Tr., pg. 119, l. 12 – pg. 121, l. 11).

Ms. Burns was questioned regarding the filing of her income tax returns. She testified that in 2011, 2012, and 2013 she filed as head of household and also checked a box indicating

that no one else could claim her as a dependent. (Hrg. Tr., pg. 124, l. 6 – pg. 127, l. 11). She conceded that she represented to the Federal government that she was the head of her household. Likewise, Deceased filed singularly and stated that he had no dependents on his 2011 and 2012 tax returns. (Hrg. Tr., pg. 127, l. 12 – pg. 128, l. 2). She confirmed that she was not an authorized user of Deceased's debit card through the Bank of Greeleyville. (Hrg. Tr., pg. 129, ll. 2-14). Burns accused Deceased's counsel of paying Claimant's witnesses. (Hrg. Tr., pg. 130, l. 4 – pg. 131, l. 10).

During their relationship, Burns asked Deceased to leave "at least three, four times" in 2013, the year of his death, although she previously testified in her deposition that this only occurred three to four times in their entire relationship, even stating that she would "regularly" put Deceased out "if he's showing off and drinking." (Hrg. Tr., pg. 131, l. 17 – pg. 137, l. 16). Deceased received nearly all of his mail at 737 McMillan Road. (Hrg. Tr., pg. 138, l. 1 – pg. 141, l. 13). Deceased and Burns had no joint banking accounts together. (Hrg. Tr., pg. 141, ll. 14-23). Regarding the Wilder Brothers furniture contracts, the witness concedes that Gerald Wilder suggested that she use Deceased's last name, which led to her having to sign a new contract with the correct name after Deceased's death. (Hrg. Tr., pg. 142, l. 2 – pg. 146, l. 5). Burns has otherwise never used the last name "York" for any reason. (Hrg. Tr., pg. 147, ll. 6-23).

Burns stated that she and Deceased intended to get a marriage license on August 30, 2013 before getting married the following week. (Hrg. Tr., pg. 147, l. 24 – pg. 148, l. 21). However, Burns then changed her testimony, stating that she and Deceased were going to get a marriage license "a week before that," presumably referring to August 30, 2013, while simultaneously misstating Deceased's date of death as August 23, 2013. (Hrg. Tr., pg. 148, l. 22 – pg. 149, l. 13). Her deposition testimony indicated that they were planning to get a marriage license the Friday after he drowned, the date of which was August 26, 2013. (Hrg. Tr., pg. 149, l. 17 – pg. 150, l. 25). **Burns again confirmed that she "intended" to get married to Deceased, but that**

they were not actually married. (Hrg. Tr., pg. 151, ll. 1-8). Burns never told her son, Javon—who was living with her at the time—that she and Deceased had any plans to get married. (Hrg. Tr., pg. 151, l. 9 – pg. 153, l. 12). Burns could not provide any details regarding her ring, and the Commissioner described it for the record. (Hrg. Tr., pg. 153, l. 13 – pg. 156, l. 8). Burns indicated that she and Deceased did not have any concrete plans for a wedding, even as Deceased died only a week before the supposed nuptials were to take place. (Hrg. Tr., pg. 156, l. 10 – pg. 157, l. 14).

Burns did not offer to assist with funeral costs for Deceased. (Hrg. Tr., pg. 158, ll. 4-13). Burns was listed as a “special friend” in the funeral program and was not listed as “wife” in the obituary. (Hrg. Tr., pg. 158, l. 14 – pg. 159, l. 23). Burns has an SUV and an Oldsmobile in her name, for which she makes payments. (Hrg. Tr., pg. 159, l. 24 – pg. 160, l. 11). Burns conceded that Deceased never listed himself as anything but “single” because he was not married. (Hrg. Tr., pg. 160, l. 12 – pg. 161, l. 2). Finally, the witness stated that she never applied to be the personal representative of Deceased’s estate. (Hrg. Tr., pg. 161, ll. 8-11).

On redirect, the witness stated that Willie Burns never paid child support for Javon Burns and that since the time of the divorce decree’s signing, she nor Javon have ever seen Mr. Burns. (Hrg. Tr., pg. 162, l. 3 – pg. 163, l. 21). Burns did not check boxes for “single,” or “married” on her income tax returns. (Hrg. Tr., pg. 163, l. 22 – pg. 164, l. 13). No one from the Bank of Greeleyville ever told her not to use Deceased’s debit card. (Hrg. Tr., pg. 164, l. 14 – pg. 165, l. 23). Burns stated that Deceased would sometimes come home after drinking and she would put him out, though she cannot precisely recall how many times that occurred. (Hrg. Tr., pg. 165, l. 24 – pg. 167, l. 11).

On re-cross examination, Burns confirmed that she would take Deceased’s money out of his account—because they had no joint accounts—and pay bills with it. (Hrg. Tr., pg. 167, l. 15 –

pg. 168, l. 5). The routing number listed on her tax returns is connected to an H&R debit card. (Hrg. Tr., pg. 168, ll. 6-21). Burns did not have a mortgage. (Hrg. Tr., pg. 168, ll. 22-24).

Ms. Burns conceded that during the course of their relationship, she never used the last name "York" to identify herself, except on the furniture contract and at the request of Mr. Wilder.

Javon Burns

I find that Javon Terrell Burns testified on behalf of his mother, Yvonne Burns. He testified that he lives with his mother at 556 Broomstraw Road, Lane, South Carolina. (Hrg. Tr., pg. 170, l. 13 – pg. 171, l. 8). He works at a Brick Mason Company in Charleston and before that he worked at Jimmie's Tree Service. (Hrg. Tr., pg. 171, ll. 9-24). He indicated that his father is James Brewington and that he has never seen Willie Burns in his life. (Hrg. Tr., pg. 171, l. 24 – pg. 172, l. 15). Javon had a relatively close relationship with his father, who supported him financially until Javon was 18 years old. (Hrg. Tr., pg. 172, l. 16 – pg. 173, l. 11). After that time, Javon moved to Charlotte and lived with his father's side of the family, attended Central Piedmont Community College in Charlotte; Javon also attended C. E. Murray High School in Greeleyville. (Hrg. Tr., pg. 173, ll. 12-25) and transferred to Central Piedmont to avoid trouble and spent over two years in Charlotte living with his sister. (Hrg. Tr., pg. 174, l. 1 – pg. 175, l. 12). Since his return, he has stayed either with his mother or with his girlfriend. (Hrg. Tr., pg. 175, l. 13 – pg. 176, l. 5). His work history includes stints at Chuck E. Cheese's in Charlotte, Clarendon Clean Cars and Boats, Dollar Tree, and Jimmie's Tree Service. (Hrg. Tr., pg. 176, l. 6 – pg. 177, l. 5).

The witness knew Deceased as "Blue," and testified that Blue lived with his mother since he was in 7th or 8th grade, save for the times Burns would kick Deceased out of the house. (Hrg. Tr., pg. 177, l. 8 – pg. 179, l. 11). He testified that he called Deceased, "Dad" when he was younger and that he and Deceased got along well, spending a lot of time together. (Hrg. Tr., pg.

179, l. 12 – pg. 180, l. 24). He testified that Deceased and Burns “did things together” and occasionally ate dinner together “like how normal married people would.” (Hrg. Tr., pg. 182, ll. 12-23). The witness stated that he could tell Deceased and Burns were in love because, “[Y]ou spend enough time with one another, and you’re living and y’all taking a day one by one to make all ends meet, like you said, it makes everything a whole lot easier.” (Hrg. Tr., pg. 183, ll. 3-9). After losing his license, Deceased got around thanks to help from several different people. (Hrg. Tr., pg. pg. 183, l. 10 – pg. 184, l. 2). Javon sometimes took Deceased to work, Chris Battle’s store, or the bank. (Hrg. Tr., pg. 184, l. 15 – pg. 185, l. 1).

Javon stated that all he knew about the household finances is that his Mom typically handled all the money. (Hrg. Tr., pg. 185, l. 10 – pg. 186, l. 7). He knows Tyrone and Shirley York, but they are not close, and the only time Javon has been to their house is when dropping off Deceased there, he testified. (Hrg. Tr., pg. 186, l. 10 – pg. 187, l. 6). He testified about going to the house of “Uncle Ronnie” or “Uncle Rooney,” but it is unclear who exactly he is as there is no other mention of him. (Hrg. Tr., pg. 187, ll. 7-25). Deceased and Burns never had a marriage license, as far as the witness knows, but he knew they had plans to be married, based solely on the witness spotting a ring on Burns’ finger, and absent any conversation on the topic with Burns or Deceased. (Hrg. Tr., pg. 189, l. 1 – pg. 190, l. 3). However, Javon next testified that he knew the marriage “was already done” because his mother “had the ring” and “they already had told us (sic) what was going -- well, what was their plans, (sic) or whatever.” He does not recall when Burns got the ring, never saw a marriage license, and was never involved in any discussion regarding Deceased and Burns getting married. (Hrg. Tr., pg. 192, l. 23 – pg. 194, l. 1).

On cross examination, Javon reiterated that Deceased and Burns never “put an exact date” on getting married, and confirmed that any conversations regarding marriage related to Deceased and Burns “getting married, not being married.” (Hrg. Tr., pg. 194, ll. 5-22). He confirmed his deposition testimony that Burns never told him about an engagement ring or any

actual plans to be married. (Hrg. Tr., pg. 195, l. 11 – pg. 197, l. 11). The witness stated that he does not have any knowledge of the divorce decree between his mother and Willie Burns, but confirmed that James Brewington, his father, had supported the witness for his entire life. (Hrg. Tr., pg. 197, l. 15 – pg. 199, l. 1). Javon also regularly visited and spent time with his father. (Hrg. Tr., pg. 199, l. 2 – pg. 200, l. 1). The witness stated that he was not dependent on Deceased for support—despite Burns’ deposition testimony—and confirmed his work history over the last few years, although he never filed an income tax return. (Hrg. Tr., pg. 200, ll. 2-24). Javon again testified that Burns never told him she was marrying Deceased. (Hrg. Tr., pg. 201, ll. 3-18). Finally, he testified that he and his siblings did not have any problem with Deceased and Burns’ relationship. (Hrg. Tr., pg. 201, l. 19 – pg. 202, l. 21).

Javon Burns’ testimony concluded Burns’ case as well as the entire hearing.

OTHER EVIDENCE

I find that the following exhibits were referenced during the hearing and included in the parties APAs:

1. South Carolina Department of Natural Resources

The Department of Natural Resources (DNR) investigated the work-related accident and produced an accident report and witness statements thereto related. The DNR Boating Accident Report states that on August 26, 2013, Deceased died by drowning in a pond at Longlands Plantation when a boat driven by Jerry McKenzie capsized.

Mr. McKenzie, Randall McConnell, and Chesley Timmons were all listed as witnesses to the accident. Notably, the report indicates that Deceased lived at 737 McMillan Road in Greeleyville, South Carolina, rather than the address of Yvonne Burns. The report also indicates that officers informed Deceased’s mother, Shirley York, and brother, Tyrone York, of the accident, though there is no indication that anyone attempted to contact Yvonne Burns. The

report also included witness statements from Chesley Timmons, Jerry McKenzie, and Randall McConnell.

2. Workers' Compensation Incident Report

A supervisor at Knollwood, Inc. (hereinafter "Employer") completed an incident report following the work accident on August 26, 2013. The report states that Deceased was a farm laborer for Employer and that he made an average annual wage of \$26,230.06. In the report, the accident was described as occurring when Deceased and Jerry McKenzie were spraying algae on a pond at Longlands Plantation.

Claimant's counsel pointed out that the report lists Deceased's address as 737 McMillan Road, rather than that of Burns. Claimant argues that this is evidence that Deceased and Burns were not common law spouses because they did not live together. Further, the incident report lists Deceased's marital status as "single" and notes that he has no dependents. Claimant's counsel notes that Deceased's status as single and without dependents is also evidence that he and Burns were not in a common law marriage because they did not hold themselves out as such and, further, that Burns was not a dependent of Deceased.

3. Williamsburg County Fire Department

The Williamsburg County Fire Department produced a report of the work accident that occurred on August 26, 2013 in which Deceased died. The report states that the Fire Department conducted "dive operations to recover [the] drowning victim," identified as Deceased.

4. Williamsburg County Sherriff's Office

The Williamsburg County Sherriff's Office also created an incident report of the accident. The Sherriff's Office report also details Deceased's drowning, as well as the officers' response to the accident. The report notes that Henryhand Funeral Home came to the scene to

retrieve Deceased's body after it was removed from the pond. Deceased's address is again listed on the paperwork as 737 McMillan Road, Greeleyville, South Carolina.

5. Department of Pathology and Lab Medicine Report

Dr. Ellen C. Riemer, M.D. J.D., of the Department of Pathology and Lab Medicine at the Medical University of South Carolina conducted an autopsy on August 27, 2013. Dr. Riemer's report indicates that the cause of death was drowning and determines the manner of death to be an accident.

6. Death Certificate

The death certificate of Deceased notes that Deceased's death was by drowning that occurred at work. Deceased's counsel also pointed out that Deceased's address was again listed as being on McMillan Road in Greeleyville, South Carolina. Even more noteworthy is the fact that Deceased's marital status is "never married" and, accordingly, there is no name listed under "Surviving Spouse's Name."

7. Final Touch Florist Receipt

A receipt from Final Touch Florist in Kingstree, South Carolina shows that the "York Family" purchased flowers and cards for Deceased's funeral in the amount of \$456.89.

8. Henryhand Funeral Homes, LLC Receipt

The receipt and "Statement of Funeral Goods and Services Selected." shows \$4,897.60 was paid to the funeral home for the expenses. The parties stipulated that Ms. York would be reimbursed statutory expenses.

9. Funeral Program

The funeral program created by Deceased's family lists family and friends left behind by Deceased's death. Notably, Claimant argues, "E'Vone Beaufort" (sic) is listed as a "special friend" rather than as "wife" or "spouse."

10. Form 20

Prepared by J. Brandon Hylton, attorney for Defendants, the Form 20 lists Deceased's compensation rate as \$378.20 based on an average weekly wage of \$567.27. The form also notes Deceased's address as 737 McMillan Road, Greeleyville, South Carolina 29056.

11. Yvonne Burns' 2013 Income Tax Returns

A copy of Burns' 2013 Federal Form 1040A shows that Burns filed as "Head of Household" in the year of Deceased's death. Further, at line 6a, Burns checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, **do not** check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively.

On her 2013 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number." On each form, Burns also lists a Lane, South Carolina address as her address, rather than the Greeleyville, South Carolina address previously noted as Deceased's.

12. Yvonne Burns' 2012 Income Tax Returns

A copy of Burns' 2012 Federal Form 1040A shows that Burns filed as "Head of Household" in the year before Deceased's death. Further, at line 6a, Burns again checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, **do not** check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes

at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively.

On her 2012 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number." On each form, Burns also indicated the Lane, South Carolina address as her address, rather than the Greeleyville, South Carolina address previously noted as Deceased's.

Claimant argues the above information asserts that Burns did not consider herself a dependent of Deceased and thusly represented herself to both the federal and State government. The consequence of this assertion, it is argued, is that Burns may not now be deemed a dependent of Deceased for the purposes of this claim. Further, Burns' failure to indicate that she was married at the time of her filing is again proof that she was not holding herself out as being married to Deceased and therefore was not in a common law marriage with him.

13. Yvonne Burns' 2011 Income Tax Returns

On her 2011 South Carolina Department of Revenue Form SC1040, Burns again indicated that she was filing as "Head-of-household" and left blank a box for "Spouse's social security number."

A copy of Burns' 2011 Federal Form 1040A shows that Burns filed as "Head of Household" in the year of Deceased's death. Further, at line 6a, Burns checked the box for an exemption next to the statement, "Yourself. If someone can claim you as a dependent, do not check box 6a." (Emphasis in original.) Notably, Burns also failed to check one of the boxes at lines 2 and 3 indicating that she was presently married and either filing jointly or separately, respectively. On each form, Burns lists her address as 556 Broomstraw Road, Lane, South Carolina 29564, rather than the 737 McMillan Road, Greeleyville, South Carolina address previously noted as Deceased's.

14. Timothy York's 2011, 2012 Income Tax Return

A copy of Deceased's 2012 Federal Form 1040A states Deceased's address as 737 McMillan Road, Greeleyville, South Carolina 29056—an address different from that of Burns. Deceased listed his filing status as "Single" and noted in line 6c that he has no dependents by leaving that section completely blank.

Claimant's attorney argues the above information asserts that Deceased did not consider himself married to Ms. Burns and, further, that he did not consider her a dependent. Deceased represented as much to the federal government. The consequence of these assertions, it is argued, is that Burns may not now be deemed a dependent of Deceased for the purposes of this claim and that Deceased's failure to indicate that he was married at the time of his filing is proof that he was not holding himself out as being married to Burns and therefore was not in a common law marriage with her.

15. Longlands Plantation Emergency Contact Information

On his emergency contact information sheet, Deceased gave a Greeleyville address as his residence and listed Margaret York as his emergency contact.

Claimant's counsel argues that, although this form was created in 1993, Deceased never attempted to change either the address or emergency contact to Burns' address or information. This, it is argued, showed that Deceased did not intend to hold himself out as married to Burns.

16. Bank of Greeleyville Records

The Bank of Greeleyville produced myriad documents related to Deceased's accounts and loans at the bank. The records include statements, deposit slips, withdrawals, loan applications, and credit applications.

Throughout the records, Deceased's address is consistently listed as 737 McMillan Road, Greeleyville, South Carolina 29056 as his home address. He did not list Yvonne Burns, 556 Broomstraw Road, Lane, South Carolina (hereinafter "Broomstraw Road") residence. On a "Loan Credit History Inquiry" sheet, Deceased is listed as having applied for 23 loans with the bank since 1996. A note at the bottom states, "All [loans] were done solely in [Deceased's] name except for Loan #11398674, which was in the names Timothy York and John B. Oliver." On the several credit applications filled out by Deceased, Claimant's counsel notes that none of the applications include any mention of Burns, specifically in "Section B – Joint Applicant or Other Party Information." Further, Deceased stated that he had zero dependents in each of the eight applications.

17. Dependency Investigation

Pursuant to the Workers' Compensation Act, Defendant Carrier ordered a dependency investigation. Beth Wood, of Tuten Insurance Services, conducted the investigation and filed her report on January 24, 2014. Ms. Wood conducted interviews with multiple people, including Deceased's brother and mother.

Brother, Tyrone York, stated that Deceased was "never married" and "never had any children." Brother indicated that, at the time of his death, Deceased was "back and forth with" Burns and Mother, indicating that Deceased stayed with Burns sometimes and with Mother sometimes because Burns would throw Deceased out of the house. "He said that Yvonne's last name was Burns and she was [Deceased's] girlfriend." Brother added "that to his knowledge there were no plans [for Deceased and Burns] to be married," and that "[C]laimant referred to [Burns] as his girlfriend when she was introduced to others." Ms. Wood's report added that "Yvonne and Timothy did not own any property jointly," according to Brother.

In Mother's recorded statement, she also stated that Deceased was never married and did not have any children. At the time of his accident, Deceased was living with Burns, with whom he had lived "for about five years 'off and on.'" She added that Burns would regularly—sometimes "every other week"—throw Deceased out of her house, and that he would stay with Mother for a week before returning to Burns for a short time. The report notes that Mother "stated that [Deceased] would always introduce [Burns] as his girlfriend."

Following the dependency investigation, Ms. Wood concluded that Deceased "was never married and never had any children at any point of his life." Although Deceased was staying at Burns' house at the time of his accident, he would sometimes "return to the home of his mother." Finally, the report states that Burns and Deceased did not own and property jointly nor have any joint accounts.

18. Edwards & Mims Insurance Agency Records

Included in the records were the original application, declarations page, and billing history for a personal auto insurance policies under Deceased's name.

19. Certificate of Title

The certificate of title on a 1996 Lincoln Town car, issued by the State of South Carolina on January 19, 2009, lists only Deceased as "Full Owner" and states his address as McMillan Road.

20. Wilder Brothers Williamsburg House, Inc. Records

Records from Wilder Brothers Williamsburg House furniture store (hereinafter "Wilder Brothers") include a letter from Gerald C. Wilder, President, and three contracts involving the purchase of furniture from Wilder Brothers by Deceased or Burns.

21. Affidavit of Gerald Wilder

Gerald Wilder, President of Wilder Brothers, signed an affidavit dated April 25, 2014, for the purposes of this claim. The affidavit clarifies the letter and contracts contained in Deceased's APA submissions, stating, "[O]n the second contract, [Burns] signed her name as Yvonne York because she indicated that they were getting married. She did not indicate that they were married BUT that they were getting married." (Emphasis in original.) The affiant further explains that Burns "signed her name as "Burns" [on the third contract] because [she and Deceased] never got married."

22. Black River Healthcare, Inc. Records

Medical notes of Burns from Black River Healthcare dated May 4, 2007 and September 21, 2011. On the 2007 note, Burns lists her marital status as divorced, rather than married. Claimant's counsel points out that this period is during the time period in which Burns had testified that she was married to Deceased.

23. Jimmie's Tree Service Payroll Records

Counsel for Burns and former dependent Javon Burns, Burns' son, produced wage records from Javon Burns' job at Jimmie's Tree Service. The Quarterly Earnings Report covers the time period from January 1, 2014 to April 24, 2014.

24. Javon Burns' W-4 Form

Counsel for Burns also produced a 2014 Form W-4 for Javon Burns dated April 28, 2014.

25. Rent Receipts of Timothy York

Claimant's counsel produced receipts for rental payments made by Deceased for the McMillan Road address. The receipts, dated May 11, 2007, May 30, 2009, April 3, 2010, and

July 3, 2010 serve as evidence that Deceased was maintaining the McMillan Road residence for a significant period of time during which he was said to have been living with Burns.

26. Affidavit of Freddie Scott

Freddie Scott signed an affidavit for the purposes of this claim on May 22, 2014. Scott states that he is Deceased's father and that he understands that he may be entitled to benefits under the Workers' Compensation Act. Finally, Scott affirmatively waives his rights "to any and all such benefits to which [he] may be entitled." Further, he states that he is turning over to Deceased's mother any rights to benefits he may have under the Workers' Compensation Act.

27. [Deceased] York's Supplemental Authority Submission: Case law, statutory law, and Yvonne Burns' tax returns

After the hearing, the undersigned Commissioner invited the parties to submit case law in support of their respective positions. Claimant's submissions included case law, statutory authority, and the 2011, 2012, and 2013 Individual Tax Returns of Burns, *supra*. No submissions were offered at that time by defense counsel or by Ms. Burns.

**BASED UPON A COMPLETE REVIEW OF THE EVIDENTIARY RECORD, I
HEREBY MAKE THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS
OF LAW:**

BIOGRAPHICAL FINDINGS OF FACT:

1. I find that the deceased, Timothy York, was born on July 4, 1974 and died as a result of a work-related accident that occurred on August 26, 2013.
2. I find that prior to Deceased's death, there is no official record of a civil marriage recorded at the courthouse.

A: I did not tell him no specific time. We always -- you know, Blue and I talked about it, but I didn't just say, "Javon I'm getting married." No, I didn't.

Q: You didn't tell him when you supposedly got engaged, did you?

A: No, I did not.

Q: You didn't tell him when you supposedly got this ring from Blue, did you?

A: Javon saw the ring on my finger, yes. I didn't feel like I had to --

Q: I didn't ask you---

A: ---announce it.

Q: I didn't ask you what he saw. I'm asking you what you said, and the fact is you never told you Javon that you were --- that you received an engagement ring, did you?

A: No, I didn't.

(Hrg. Tr., pg. 152, l. 17 -- pg. 153, l. 12). When further questions regarding preparations for the wedding her responses include the following:

Q: Now, you've indicated to the court that had Blue not died your plan would have been to get married around the first week in September of 2013; is that correct?

A: Correct.

Q: But would it also be an accurate statement to say that you hadn't made- --you hadn't booked any place for reception?

A: It would have been at Chris--

Q: Is that accurate?

A: Yes.

Q: Would it also be accurate that you didn't send out any invitations to friends?

A: No, we didn't send the invitation out.

Q: Okay. Would it also be accurate that you didn't have any plans for a backyard barbecue or anything like that in anybody's house?

A: No, we were going to Chris' store.

Q: Okay. But there were no plans set?

A: No.

Q: Okay. And no monies expended for any kind of reservation for the reception hall, correct?

A: We were going to do it at Chris' store and lounge right there in Lane. That was it.

Q: No money---

A: No, we did not pay---

Q: ---was expended---

A: No.

Q: ---To reserve any place; is that correct,

A: Correct.

Q: Okay; alright. Now, let's talk about the funeral, okay?

(Hrg. Tr., pg. 156, l. 10 - pg. 157, l. 16). In response to questions about the funeral. Ms. Burns confirmed that she did not make any financial contribution.

30. I find that the evidence in this case indicates that the Ms. Burns failed to meet the burden of proving that a common law marriage existed.

FINDINGS ON THE ISSUE OF DEPENDENCY

31. I find Yvonne Burns worked as a nurse's aide and made \$10,169.00 in year 2011, \$16,579.00 in year 2012, and \$25,710 in year 2013 according to her U.S. Individual Income Tax Returns ("Income Tax Returns").
32. I find that Deceased worked at Longlands Plantation and made \$29,498.01, according to the Form 20. Deceased made \$28,133.00 in year 2011 and \$28,758.00 in year 2012 according to his Income Tax Returns.
33. I find that Yvonne Burns filed her Income Tax Returns as head of household and checked a box indicating that no one could claim her as a dependent.
34. I find that Deceased indicated on his Income Tax Returns that he had no dependents.
35. I find that Yvonne Burns owned her own home, unencumbered.
36. I find that Shirley York did not work and received social security disability for most of her life. Her son, Tyrone York, indicated that she never attended school. (Hrg. Tr. pg. 169, ll. 16-17).
37. I find that Shirley York's level of dependency included receiving money from Deceased to pay bills, groceries, laundry, and the pharmacy. She testified that her monthly social security income of \$480 that she received for her mental disability did not cover her expenses. (Hrg. Tr. pg. 40, ll. 10-15). Ms. York testified that her son, Tyrone York, also helped with housing and other expenses. (Hrg. Tr. pg. 40, ll. 12-14). She also testified that Deceased would contribute to her support but that Ms. Burns was not supportive of him helping his mother. (Hrg. Tr. pg. 38, ll. 18-25).
38. I find that Ms. Burns testified that Deceased contributed to her utilities. Ms. Burns testified that she used Deceased's debit card to pay her bills, including various bills for indeterminate amounts, her individual bills for her personal vehicle and appurtenant insurance and upkeep, her own groceries, clothes, and uniforms. (Hrg. Tr., pg. 76, l. 1 -

pg. 80, l. 16). She would also pay for a tab at witness Chris Battle's store, in addition to making payments on Deceased's Low Country Loans, and Wilder Brothers accounts. (Hrg. Tr., pg. 81, l. 12 – pg. 82, l. 13).

39. I find that both Yvonne Burns and Shirley York did have a level of dependency, although Ms. Burns' was greater.
40. I find that the financial dependency of the parties is NOT determinative of the ultimate ruling in this case, as the statutory authority and case law dictate the results.

ARGUMENTS REGARDING MS. YORK AS THE SOLE BENEFICIARY

41. I find that the Claimant's counsel argued Deceased was never married, has no children or [partial or whole] dependents, and therefore, Shirley York, Deceased's mother, is solely entitled to Deceased's Worker's Compensation death benefits. Deceased's father, Freddie Scott, waived any interest he may have in the claim.
42. I find that the Claimant's counsel argued that Ms. Burns failed to prove by a preponderance of the evidence that a common-law marriage existed. A valid common-law marriage requires that the facts and circumstances show an intention on the part of both parties to enter into a marriage contract, usually evidenced by a public and unequivocal declaration by the parties. *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937).
43. I find that the Claimant's counsel argued that Yvonne Burns was neither wholly or partially dependent on Deceased because she necessarily fails to classify as a dependent under the Workers' Compensation Act.

44. Claimant's counsel argued that there is not one case in South Carolina that allows a non-relative to take as a legal beneficiary. Allowing a non-relative to assert a claim as beneficiary is not with the legislative scheme of dependency.
45. I find that Claimant's counsel argued that Ms. York was partially dependent on Deceased because he regularly purchased, or provided her with money to pay, bills, groceries, laundry, and the pharmacy.

**DEFENDANT'S ARGUMENT IN FAVOR OF YVONNE BURNS AS THE
SOLE BENEFICIARY**

46. I find that Counsel for Ms. Burns argued Yvonne Burns was the common law spouse of Deceased. Accordingly, she was presumed to be wholly dependent on Deceased and therefore entitled to death benefits pursuant to S.C. Ann. § 42-1-70. Initially, Javon Burns asserted that he also was entitled to death benefits as the step-child of Deceased, but he later withdrew his claim. S.C. Ann. § 42-1-70 (Stepchildren are included in the definition of "Child").
47. I find that, alternatively, counsel for Yvonne Burns argued that Ms. Burns was Deceased's [whole or partial] dependent pursuant to S.C. Code Ann. § 42-9-120, irrespective of her common law status.

APPLICABLE STATUTES AND CASE LAW REVIEWED

48. I find that the following statutes were reviewed in determining the proper beneficiaries in this case:

S.C. Code Ann. § 42-9-110 provides, in pertinent part:

“[A] surviving spouse or child shall be conclusively presumed to be wholly dependent for support on a deceased employee”.

S.C. Code Ann. § 42-9-120 provides, in pertinent part:

“In all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident”.

S.C. Code Ann. § 42-9-140(B) provides, in pertinent part:

“If the deceased employee leaves no dependents or nondependent children, the employer shall pay the commuted amounts . . . to his father and mother, irrespective of age or dependency”.

S.C. Code Ann. § 16-15-60 provides, in pertinent part:

“Any man or woman who shall be guilty of the crime of adultery or fornication shall be liable to indictment and, on conviction, shall be severally punished by a fine of not less than one hundred dollars nor more than five hundred dollars or imprisonment for not less than six months nor more than one year or by both fine and imprisonment, at the discretion of the court.”

S.C. Code Ann. § 16-15-70. "Adultery" defined.

"Adultery" is the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman when either is lawfully married to some other person.

S. C. Code Ann. § 16-15-80 "Fornication" defined reads in pertinent part -

"Fornication" is the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried."

49. I find that the following case law was also reviewed in connection with this claim: *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937), *Barker v. Barker*, 330 S.C. 361, 499

S.E.2d 503 (Cl. App. 1998), *Day v. Day*, 216 S.C. 334, 58 S.E.2d 83 (1950),
Fields v. Hollowell & Hollowell, et al., 238 N.C. 614, 78 S.E.2d 740 (1953).

FINDINGS OF FACT REGARDING APPLICABLE STATUTORY LAW AND CASE

LAW

50. I find that Section 42-9-140(B) is controlling in this case. Section 42-9-140(B) reads in pertinent part. **“If the deceased employee leaves no dependents or nondependent children, the employer shall pay the commuted amounts . . . to his father and mother, irrespective of age or dependency.”** Because Deceased was never married, has no children or [partial or whole] dependents, Deceased’s mother, Ms. Shirley York, is the only statutory beneficiary entitled to receive Deceased’s death benefits. Deceased’s father, Freddie Scott, waived any interest he may have in the claim.

51. I find that Section 42-9-110 is inapplicable in this case. Section 42-9-110 provides that a **“surviving spouse or child shall be conclusively presumed to be wholly dependent for support on a deceased employee.”** Here, Deceased and Yvonne Burns were never married. Yvonne Burns was, at most, engaged to Deceased and therefore is not entitled to any death proceeds. A valid common-law marriage requires that the facts and circumstances show an intention on the part of both parties to enter into a marriage contract, usually evidenced by a public and unequivocal declaration by the parties. *Ex parte Blizzard*, 185 S.C. 131, 193 S.E. 633 (1937). Ms. Burns kept her last name as Burns; she did not participate in the funeral arrangements; nor did she refer to herself as Deceased’s wife at the funeral; she filed individual federal income tax returns as head of household; she was not listed as his beneficiary on Deceased’s life insurance policy. and

she was not referred to or accepted as wife by Deceased's family. *Barker v. Barker*, 330 S.C. 361, 499 S.E.2d 503 (Cl. App. 1998). In addition to the "Barker factors", Deceased and Ms. Burns did not receive mail at the same address. Further, Ms. Burns was never accepted as part of Deceased's family; nor did she apply or contest Tyrone York's appointment as personal representative of Deceased's estate. Moreover both Yvonne Burns and her son Javon Burns testified that Deceased and Yvonne Burns were not married. Conclusively, based on these circumstances and evidence presented, Ms. Burns failed to prove by a preponderance of the evidence that a common-law marriage existed.

52. I find that Section 42-9-120 is applicable to Yvonne Burns in the instant case. Section 42-9-120 provides, "**[I]n all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident**". Ms. Burns was partially dependent on Deceased because Deceased contributed to household expenses. Therefore, both Ms. Burns and Deceased's mother, Shirley York, were partially dependent on Deceased and, therefore, would be entitled to benefits pursuant to Section 42-9-130. However, this is immaterial to my ruling.

53. I find that *Day v. Day*, 216 S.C. 334, 58 S.E.2d 83 (1950), a case cited by both Claimant's counsel and Counsel for Ms. Burns, is dispositive in this case. The Supreme Court of South Carolina states unequivocally in *Day* that, "**[I]t was not the intent of the legislature to permit a woman to be classed and considered as a dependent within the meaning of our Compensation Act who lives in [an] illicit relationship with a man to whom she is not legally married.**" *Id.*, 216 S.C. 334, 344-45, 58 S.E.2d 83, 88 (1950) (emphasis added).

54. I find that *Fields v. Hollowell & Hollowell, et al.*, 238 N.C. 614, 78 S.E.2d 740 (1953), is persuasive in this claim. The Supreme Court of North Carolina similarly held. "**Manifestly, a woman living in cohabitation with a man, to whom she is not**

married, is not within the purview of the term 'in all other cases,' 238 N.C. 614, 618, 78 S.E.2d 740, 743 (1953), as it is also stated in our own Act at § 42-9-120.

55. I find that even though the illicit relationship in *Day* was a bigamous one and the Court in *Fields* noted that North Carolina did not contemporaneously recognize common law marriages, the basic ruling in each case is simple: where a would-be dependent, such as Ms. Burns, is involved in an illicit relationship or unlawful marriage with a deceased worker, she shall not be eligible for workers' compensation benefits.
56. I find in South Carolina, "Fornication" is a punishable offense defined as **"the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried."** S.C. Code Ann. § 16-15-60 and 16-15-80.
57. I find evidence in the present claim that Deceased and Ms. Burns were engaging in fornication. Therefore, based on the *Day* case, Ms. Burns' claim to the workers' compensation benefits in question is denied as a matter of law.
58. I find that the analysis is the same in the *Day* and *Fields* cases; an individual cannot be a dependent if they are in an "illicit" relationship. The focus is not the morality of the relationship, but is on the legality. This is a matter of statutory construction. The language in *Fields* presents an expanded view of the legal analysis. The Court stated that the Act should be interpreted and construed as any other public statute, and the assumption that the General Assembly, in the enactment of the law, intended to reward parties in a relationship deliberately entered into in open defiance of the penal laws of the State would be a violation of the most fundamental canons of statutory construction. The Court in *Fields* continues in the analysis by quoting and agreeing with the North Carolina Industrial Commission in finding that to honor the claim "would create a legal right out of an illegal relationship".

59. I find that as the Court found in the *Day* case, if it had been the intention of the legislature to sanction an illicit relationship "as constituting a basis for dependency, express provision would have been made therefor in the Compensation Act".
60. I find that based on the foregoing, Shirley York, as Deceased's mother, is entitled to the full and total amount of Deceased's benefits under § 42-9-140(B).
61. I find based on hearing testimony, Shirley York is also entitled to the statutory burial costs under § 42-9-290.

ALLOCATION LANGUAGE

62. I find that any award to be paid under this order shall appropriately be paid in a lump-sum.
63. I find that this award shall be calculated pursuant to the 2% Net Present Value Table commuted value charts.
64. I find Ms. Shirley York is presently receiving social security disability. That the award in this case, which amounts to \$ 171,998.93 (one hundred seventy-one thousand nine hundred ninety-eight and 93/100 Dollars) as of March 4, 2015, shall be allocated in the following fashion:
- a) the sum of \$ 57,275.64 (fifty-seven thousand two hundred seventy-five and 64/100 Dollars) to Mickle & Bass, LLC, as attorney fees pursuant to Commission Regulation 67-1205 (C), subject to the approval of the Form 61 by the South Carolina Workers' Compensation Commission;
 - b) the sum of \$5,920.76 (five thousand nine hundred twenty and 76/100 Dollars) to Mickle & Bass, LLC, as reimbursement for litigation expenses pursuant to Commission Regulation 67-1206, subject to the approval of the Form 61 by the South Carolina Workers' Compensation Commission; and

c) the sum of \$108,802.53 (one hundred eight thousand eight hundred two and 53/100 Dollars) to the Claimant, Shirley York, for Timothy York (deceased), as payment for permanent disability for a period of 1,210.04 weeks at the rate of \$89.92 (eighty nine and 92/100 Dollars) per week, commencing on March 18, 2015, pursuant to the provisions of South Carolina Code Ann. Sections 19-1-150 (1976) and 42-9-240 (1976), as well as the decisions of the South Carolina Supreme Court in James v. Anne's Inc., 390 S.C.188, 701 S.E.2d 730 (2010), Utica-Mohawk Mills v. Orr, 277 S. C. 226, 87 S.E.2d 589 (1955) and the Third Circuit Court of Appeals in Sciarotta v. Bowen, 837 F.2d 135 (3rd Cir. 1988).

63. I further find that this allocation language may be modified and an Amended Order issued in the event that this order is appealed.

GOOD FAITH INVESTIGATION

The Employer/Carrier has made a reasonable, due, and diligent investigation to determine those persons entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits, as ordered herein.

CONCLUSIONS OF LAW

As provided by S.C. Code Ann., § 42-17-40, it is determined that:

1. S.C. Code Ann. § 42-1-40 is applicable in determining average weekly wage.
2. S.C. Code Ann. § 42-1-120 is applicable in defining "disability."
3. S.C. Code Ann. § 42-1-130 is applicable in defining "employee." Under this statute, Deceased was a covered employee at the time in question.
4. S.C. Code Ann. § 42-1-140 is applicable in defining "employer." Under this statute, the Defendant/Employer is covered under the Act.

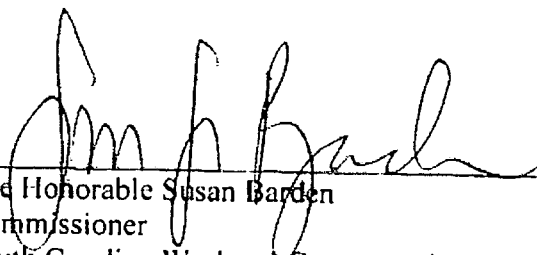
5. S.C. Code Ann. § 42-1-150 is applicable in defining “employment.”
6. S.C. Code Ann. § 42-1-160 is applicable in defining a compensable “accident.”
7. S.C. Code Ann. § 42-1-175 is applicable in defining “surviving spouse.”
8. S.C. Code Ann. § 42-9-110 is applicable in determining “persons conclusively presumed to be wholly dependent.”
9. S.C. Code Ann. § 42-9-120 is applicable in determining dependency in cases where no person or persons are statutorily presumed to be wholly dependent.
10. S.C. Code Ann. § 42-9-140 is applicable in determining the payment of workers’ compensation benefits when the deceased employee leaves no dependents, or only partial dependents.
11. S.C. Code Ann. § 42-15-20 is applicable in determining proper notice of an accident.
12. Under the case *Day v. Day, et al.*, 216 S.C. 334, 58 S.E.2d 83 (1950), “a woman living with an employee, as man and wife, when he died as the result of an injury, is not entitled to compensation under Workmen’s Compensation Laws (sic) if not legally married to him although dependent upon him. The Supreme Court further held, “[W]e cannot escape the conclusion that it was not the intention of the legislature to permit a woman to be classed and considered as a dependent within the meaning of our Compensation Act who lives in illicit relationship with a man to whom she is not legally married”.
13. S.C. Code Ann. § 16-15-60 is applicable in providing the punishment for the crime of fornication.
14. S.C. Code Ann. § 16-15-70 and S. C. Code Ann. § 16-15-80 are applicable in defining “fornication” and “adultery” as “the living together and carnal intercourse with each other or habitual carnal intercourse with each other without living together of a man and woman, both being unmarried”.

15. The Employer/Carrier has made a reasonable, due, and diligent investigation to determine those person entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits, as ordered herein.

IN VIEW OF THESE FINDINGS OF FACT, I CONCLUDE AS MATTERS OF LAW:

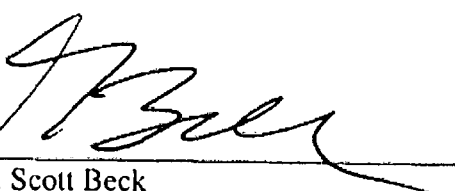
1. The parties to this proceeding are subject to and bound by the South Carolina Workers' Compensation Act.
2. Deceased's mother, Shirley York, is entitled to the full sum of death benefits allowable under § 42-9-290, calculated to be \$171,997.79.
3. Deceased's mother, Shirley York, is also entitled to the full sum of funeral expenses allowable under § 42-9-290, in this case calculated to be \$2,500.
4. I find that the above referenced allocation language included in this Order shall be applicable and the parties shall have the right to amend the same, in the event of an appeal.
5. The Employer/Carrier has made a reasonable, due, and diligent investigation to determine those person entitled to benefits under the Workers' Compensation Act and is hereby discharged from each and every responsibility for payment to any other individuals other than those entitled to receive benefits as ordered herein.

IT IS SO ORDERED!

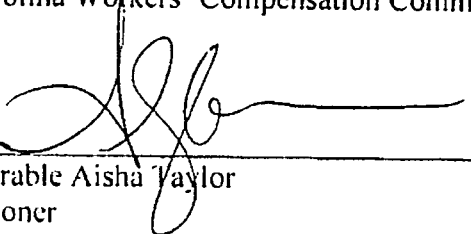


The Honorable Susan Barden
Commissioner
South Carolina Workers' Compensation Commission

WE CONCUR:



The Honorable T. Scott Beck
Commissioner
South Carolina Workers' Compensation Commission



The Honorable Aisha Taylor
Commissioner
South Carolina Workers' Compensation Commission

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Eugenia Hollmon on January 20, 2016

Attachment E

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

78685

APPEAL FROM THE S.C. WORKERS' COMPENSATION COMMISSION

Appellate Panel Review

W.C.C. File No. 1312352

RECEIVED
FEB 12 2016
SC Court of Appeals

Timothy York, Employee, Claimant/Appellant,

v.

Longlands Plantation a.k.a,
Knollwood, Inc.


and

Companion Property and
Casualty Group, Carrier, Defendants/Respondents

NOTICE OF APPEAL

Yvonne Burns appeals the decision of the Appellate Panel Review of the S.C. Workers' Compensation Commission dated January 20, 2016. Appellate received a copy of this decision on January 20, 2016.

February 10, 2016



W. E. Jenkinson, III, Esquire

J. Thomas Thompson, Esquire

JENKINSON, JARRETT & KELLAHAN, P.A.

Attorneys at Law

Post Office Drawer 669

Kingstree, South Carolina 29556

Office: (843) 355-2000

Facsimile: (843) 355-2010

Email: billy@jenkinsonlaw.com

Other Counsel of Record:

Ann M. Mickle, Esquire

James R. Davidson, IV, Esquire

Mickle & Bass, LLC

Post Office Box 5639

1803 Hampton Street

Columbia, SC 29201

803-929-0029

Attorney for Respondent Tyrone York

as Personal Representative of the Estate of Timothy York

J. Brandon Hylton, Esquire

McAngus Goudelock & Courie, LLC

Post Office Box 7489

Florence, SC 29502

843-519-1800

Attorney for Employer/Carrier

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE S.C. WORKERS' COMPENSATION COMMISSION

Appellate Panel Review

W.C.C. File No. 1312352

RECEIVED

FEB 12 2016

SC Court of Appeals

Timothy York, Employee, Claimant/Appellant,

v.

Longlands Plantation a.k.a,
Knollwood, Inc.

and

Companion Property and
Casualty Group, Carrier, Defendants/Respondents

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondent Longlands Plantation a.k.a Knollwood, Inc. and Companion Property and Casualty Group and the S.C. Workers' Compensation Commission by depositing a copy of it in the United States Mail, postage prepaid, on February 10, 2016, addressed as follows:

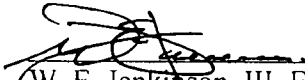
Attorneys of record:

Ann M. Mickle, Esquire
James R. Davidson, IV, Esquire
Mickle & Bass, LLC
Post Office Box 5639
1803 Hampton Street
Columbia, SC 29201

Amy Bracy, Judicial Director
S.C. Workers' Compensation Commission
P.O. BOX 1715
Columbia, SC 29202-1715

J. Brandon Hylton, Esquire
McAngus Goudelock & Courie, LLC
Post Office Box 7489
Florence, SC 29502

February 10, 2016



W. E. Jenkinson, III, Esquire
J. Thomas Thompson, Esquire
JENKINSON, JARRETT & KELLAHAN, P.A.
Attorneys at Law
Post Office Drawer 669
Kingstree, South Carolina 29556
Office: (843) 355-2000
Facsimile: (843) 355-2010
Email: billy@jenkinsonlaw.com



Jenkinson, Jarrett & Kellahan, PA

ATTORNEYS AT LAW

120 WEST MAIN STREET • POST OFFICE DRAWER 669 • KINGSTREE, SOUTH CAROLINA 29556
TELEPHONE (843) 355-2000 • FACSIMILE (843) 355-2010 • TOLL FREE 1-888-354-7417
www.jenkinsonlaw.com

W. E. Jenkinson, III
Ernest J. Jarrett*
Jennifer R. Kellahan**

J. Thomas Thompson

*Certified Family Court Mediator
**Certified Circuit Court Mediator

February 10, 2016

RECEIVED

FEB 12 2016

SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RE: Timothy York (deceased) v. Knollwood, Inc. and Companion Property &
Casualty
WCC File No.: 1312352

Dear Ms. Kitchings:

Enclosed for filing is a notice of appeal in the above case. Also enclosed are the following:

- (1) Proof of service of the notice of appeal on the respondent and the SCWCC.
- (2) A copy of the order which is to be challenged on appeal.
- (3) A filing fee of \$100.

With best regards, I am

Very truly yours,

JENKINSON, JARRETT & KELLAHAN, PA

W.E. Jenkinson, III

Email: billy@jenkinsonlaw.com

WEJ/lls

Enclosure(s): as stated

Cc: Ann M. Mickle, Esquire
James R. Davidson, IV, Esquire
J. Brandon Hylton, Esquire
Amy Bracy, Judicial Director - SCWCC

RECEIVED

FEB 12 2016

SC Court of Appeals



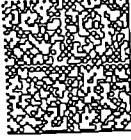
Jenkinson, Jarrett & Kellahan, PA

ATTORNEYS AT LAW

POST OFFICE DRAWER 669 • KINGSTREE, SOUTH CAROLINA 29556

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

UNITED STATES POSTAGE
EAGLE
PITNEY BOWES
02 1P \$006.45
0000818675 FEB 10 2016
MAILED FROM ZIP CODE 29556



Attachment F

Reply To
J. BRANDON HYLTON
Direct Dial: (843) 519-1802
brandon.hylton@mgclaw.com

February 5, 2016

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

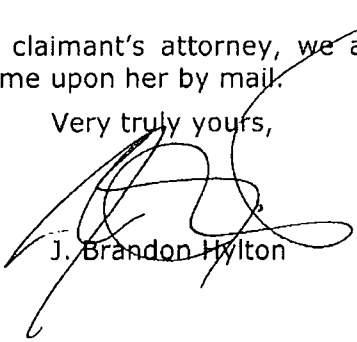
RE: Timothy York (Deceased) vs. Knollwood, Inc. and Sussex Insurance
Company (f/k/a Companion P&C)
Date of Accident: August 26, 2013
WCC File No.: 1312352
Our File No.: 2072.14045
Claim No.: unknown

Dear Ms. Bracy:

Please find enclosed our Motion for Commission to Direct Payment of Award for filing in this matter on behalf of the Defendants. We also enclose our filing fee in the amount of \$25.00.

By copy of this letter to the claimant's attorney, we are notifying her of this submission, and serving a copy of same upon her by mail.

Very truly yours,


J. Brandon Hylton

BH/ccj

Enclosures

cc: Ann M. Mickle, Esquire, Mickle & Bass, LLC - Columbia
William E. Jenkinson, III, Jenkinson, Jarrett & Kellahan, PA.
Beth Wood, Sussex Insurance Company (f/k/a Companion P&C)

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1312352

TIMOTHY YORK,	}	
	}	
Employee,	}	
	}	
	}	
	}	
	}	
Claimant,	}	
vs.	}	
	}	
KNOLLWOOD, INC.,	}	
	}	
Employer,	}	MOTION FOR THE COMMISSION
	}	TO DIRECT PAYMENT OF AWARD
	}	
AND	}	
	}	
SUSSEX INSURANCE COMPANY (F/K/A	}	
COMPANION P&C),	}	
	}	
Carrier,	}	
	}	
	}	
Defendants.	}	

THIS MATTER arises out of an admitted death claim in which the Deceased, Timothy York, died in a work-related accident on August 26, 2013. The Defendants have never disputed the compensability of the Deceased's work accident. The dispute in this case arose between the Deceased's mother, Shirley York, and the Deceased's alleged girlfriend/common law spouse, Yvonne Burns as to who is the rightful beneficiary under the *South Carolina Workers' Compensation Act*.

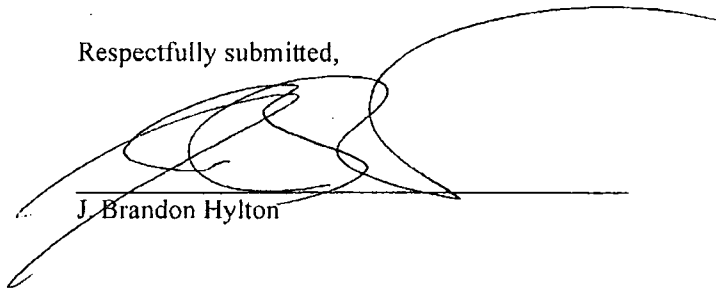
1. Both the Single Commissioner and the Full Commission have found that the Deceased's mother is entitled to 100% of the benefits in exclusion to Yvonne Burns. The Defendants now seek guidance on how to pay the award.
2. The Defendants have never contested the award, however, there has been and continues to be a dispute on whom to pay.
3. Ms. York assert the Defendants should immediately start weekly checks payable to Ms.

York pursuant to Section 42-17-60 which states, "in case on appeal from the decision of the Commission on questions of law, the appeal does not operate as a supersedes and, after that time, the Employer is required to make weekly payments and compensation to provide medical treatment ordered by the Commission involved in the appeal or certification to the questions at issue have been fully determined in accordance with the provision of this title."

4. Yvonne Burns is requesting that the award not be immediately paid, as she asserts there is an error of law that she is entitled to payment of the award as the Deceased's common law wife and in the alternative, is a financial dependent of the Deceased. She asserts that 42-17-60 applies to injured employees and not in a dispute between potential beneficiaries to a death claim. She requests that no payment be made until there is final decision from the appellate courts.

Therefore, based on the facts and issues outlined above, the Defendants request that the Commission issue an Order determining whether or not the Defendants must initiate weekly benefits to the Shirley York during the pendency of the appeal.

Respectfully submitted,



J. Brandon Hylton

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1312352

TIMOTHY YORK, }
 }
Employee, }
 }
 }
Claimant, }
 }
vs. }
 }
KNOLLWOOD, INC., }
 }
Employer, }
 }
AND }
 }
SUSSEX INSURANCE COMPANY (F/K/A }
COMPANION P&C), }
 }
Carrier, }
 }
Defendants. }

**CERTIFICATE
OF
SERVICE**

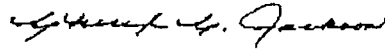
The undersigned certifies that she is an employee at MCANGUS GOUDELOCK & COURIE, and that she has served, on the date set forth below, a copy of the document described below, in the above entitled action to the following persons, pursuant to Rule 67-211 of the South Carolina Workers' Compensation Commission, by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

- TO:
- Ann M. Mickle, Esquire
Mickle & Bass, LLC - Columbia
1519 Richland Street
Columbia, South Carolina 29201
 - William E. Jenkinson, III
Jenkinson, Jarrett & Kellahan, PA.
Post Office Drawer 669
Kingstree, South Carolina 29556

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

DOCUMENT: Motion for the Commission to Direct Payment of Award

DATE OF
MAILING: February 5, 2016



Cheryl C. Jackson
Paralegal to J. Brandon Hylton

McAngus Goudelock & Courie, LLC

Check Number: 00050755
Check Date: 02/05/2016

DATE	DESCRIPTION	INVOICE NUMBER	NET AMOUNT
2/5/2016	Cheryl C. Jackson/York/Filing Motion	2072.14045	25.00
TOTAL			25.00

Vendor: SCWC

OLD
HERE

FOLD
HERE

THIS DOCUMENT CONTAINS SECURITY FEATURES. SEE BACK FOR DETAILS.

McAngus Goudelock & Courie, LLC
1320 Main Street, 10th Floor
Columbia, SC 29201
PH: (803) 779-2300

No. 00050755
The National Bank of South Carolina
Columbia, South Carolina 87-119/539

DATE
02/05/2016

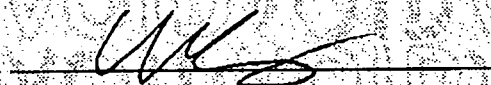
PAY THIS AMOUNT
\$*****25.00

Twenty-Five & no/100 Dollars

OPERATING ACCOUNT

PAY
TO
THE
ORDER
OF

SCWCC
Post Office Box 1715
Columbia, South Carolina 29202-1715



⑈00050755⑈ ⑆053901198⑆ 1006081317⑈

Attachment G

State of South Carolina

1333 Main St, Suite 500
P.O. Box 1715
Columbia, S.C. 29202-



Tel: (803) 737-5700
Fax: (803) 737-1234
www.wcc.sc.gov

Workers' Compensation Commission

May 11, 2016

J. Brandon Hylton
McAngus Goudelock & Courie
PO Box 7489
Florence, SC 29502

Carrier Code No. 00410

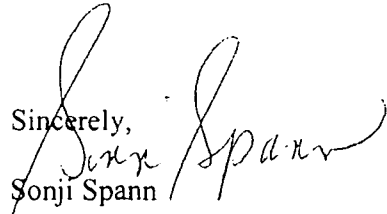
Carrier File No. 0000

Re: Certified Orders
WCC File No. 1312352
Timothy York v. Longlands Plantation a.k.a knollwood, Inc
Date of Injury: 08/26/2013

Dear J. Brandon Hylton:

I, Sonji Spann, Director of Claims certify that the attached Decision and Order of the South Carolina Workers' Compensation Commission and the Administrative Order for WCC 1312352 Timothy York is true and correct as it appears in the South Carolina Workers' Compensation file.

Sincerely,


Sonji Spann

Director of Claims

sspann@wcc.sc.gov

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1312352

Timothy York,)
)
 Claimant,)
 vs.)
)
 Longlands Plantation,)
)
 Employer,)
)
 Sussex Insurance Company,)
)
 Carrier,)
 Defendants)
)

ADMINISTRATIVE ORDER

That a Motion to Direct Payment has been received.

The following disposition has been made:

Reasons: The undersigned lacks jurisdiction to hear the Defendants' Motion to Direct Payment.

April 19, 2016
Columbia, SC



Commissioner Melody L. James

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid, in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

April 19, 2016

By: Tamara Morris, Administrative Assistant to Commissioner James