

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

Opinion No. 2016-UP-084 (S.C. Ct. App. Filed February 24, 2016)

Esvin Leonel Lopez Perez, Employee, Petitioner,

v.

Gino's The King of Pizza, Employer, Respondent.

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S.C. SUPREME COURT

APPENDIX

Lisa C. Glover, Esq.
State Accident Fund
P.O. Box 210039
Columbia, S.C. 29221-0039
Office (803) 896-5898
lglover@saf.sc.gov
WC Uninsured Employers Fund

Clarke W. McCants, III, Esq.
Nance, McCants & Massey
P.O. Box 2881
Aiken, S.C. 29802-2881
Office (803) 649-6200
Fax (803) 649- 5566
mccants3rd@aol.com
Attorney for WC Uninsured Employers Fund

David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

Daniel R. McCoy, Bar No. 80128
3751 Robert M. Grissom Parkway
Suite 300
P.O. Box 3939
Myrtle Beach, S.C. 29577
Office (843) 448-3500
dan.mccoy@nelsonmullins.com
Attorney for Respondent

Robert C. Calamari, Bar No. 064985
3751 Robert M. Grissom Parkway/Suite 300
P.O. Box 3939
Myrtle Beach, S.C. 29577
Office (843) 448-3500
bob.calamari@nelsonmullins.com
Attorney for Respondent

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

W.C.C. File No. 1308837

Appellate Case No. 2015-000191

Esvin Leonel Lopez Perez, Employee, Appellant,

v.

Gino's The King of Pizza, Employer, Respondent.

RECORD ON APPEAL

Lisa C. Glover, Esq.
State Accident Fund
P.O. Box 210039
Columbia, S.C. 29221-0039
Office (803) 896-5898
lglover@saf.sc.gov
WC Uninsured Employers Fund

Clarke W. McCants, III, Esq.
Nance, McCants & Massey
P.O. Box 2881
Aiken, S.C. 29802-2881
Office (803) 649-6200
Fax (803) 649- 5566
mccants3rd@aol.com
Attorney for WC Uninsured Employers Fund

David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

Daniel R. McCoy, Bar No. 80128
3751 Robert M. Grissom Parkway
Suite 300
P.O Box 3939
Myrtle Beach, S.C. 29577
Office (843) 448-3500
dan.mccoy@nelsonmullins.com
Attorney for Respondent

Robert C. Calamari, Bar No. 064985
3751 Robert M. Grissom Parkway/Suite 300
P.O Box 3939
Myrtle Beach, S.C. 29577
Office (843) 448-3500
bob.calamari@nelsonmullins.com
Attorney for Respondent

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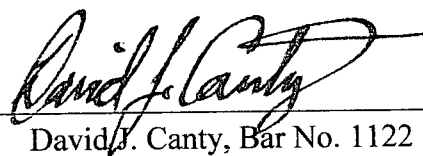
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Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 26, 2015



David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

Appellate Panel
of the
South Carolina Workers' Compensation Commission

ORDER

W.C.C. FILE NO. 1308837

Esvin Leonel Lopez Perez, Employee, *Claimant*

v.

Gino's The King of Pizza, Employer, *Defendant*

Affirmed

Appellate Panel Review held in Columbia, South Carolina on October 27, 2014
per notices timely and properly served

Claimant/Appellant represented by David J. Cantey
Defendants/Respondent represented by Daniel R. McCoy
South Carolina Uninsured Employers Fund (SCUEF) by Clarke W. McCants, III

Order Filed: January 6, 2015

STATEMENT OF THE CASE

The claimant was employed by Gino's the King of Pizza to perform work in its pizza restaurant. On May 22, 2013, the claimant was involved in an accident at the restaurant where he suffered burn injuries after a gas explosion. The claimant filed a Form 50 on June 13, 2013. Gino's the King of Pizza, LLC filed a timely Form 51 asserting that it did not maintain the requisite number of employees and, therefore, was not subject to the Act. The parties were heard by Commissioner Aisha Taylor on April 23, 2014, in Horry County, South Carolina. On July 7, 2014, Commissioner Taylor issued her decision making the following Order:

Gino's The King of Pizza, LLC is not subject to the South Carolina Worker's Compensation Act. Therefore, the South Carolina Worker's Compensation

Commission does not have jurisdiction over this matter. All claims for benefits are denied.

AND IT IS SO ORDERED.

Within the statutory period, Counsel for the appellant filed an Application for Review in this case setting forth its reasons, a copy of which was furnished to all interested Parties prior to oral argument. A hearing was conducted before the Appellate Panel on October 27, 2014 which was comprised of Commissioner T. Scott Beck, Commissioner Melody L. James, and Commissioner R. Michael Campbell, II. All evidence, documentation, and testimony was provided to the individual members of the Appellate Panel and oral argument was delivered on the aforesaid date.

By appeal, the following issues were presented by Appellant for review:

- I. Are the several other businesses using the name Gino's Pizza related to the Employer?
- II. Did the North Myrtle Beach location have the requisite number of employees?
- III. Is the Employer's testimony credible?

In an Appellate Review, the Appellate Panel shall, pursuant to S. C. Code Ann. § 42-17-50 (1976), review the Award, weigh the evidence as presented at the initial hearing and, if good grounds be shown therefore, make its own Findings of Fact and reach its own Conclusions of Law consistent with or inconsistent with those of the Hearing Commissioner.

After careful review of the record for this matter, and listening to and considering the statements and arguments of Counsel, the Appellate Panel hereby makes the following Findings of Fact and Conclusions of Law:

Findings of Fact

1. The employer in this matter is Gino's the King of Pizza, LLC.
2. The employer operates under the trade name of Gino's Pizza.
3. There are several other business entities operating under the trade name of Gino's Pizza; however, they are not related to the employer in this case.
4. The employer only owns and operates the Gino's Pizza located at 532 Highway 17 N., North Myrtle Beach, South Carolina 29582.
5. Claimant, Esvin Perez, was an employee of Gino's The King of Pizza, LLC on 5/22/2013, the date of injury.
6. On 5/22/2013 Claimant suffered burn injuries to his face and arms after a gas explosion.
7. On the date of injury, Gino's the King of Pizza, LLC did not have the requisite number of employees to make it subject to the Act.
8. There is insufficient evidence in the record to support a finding that Gino's The King of Pizza, LLC regularly employed 4 or more employees.
9. Upon cross-examination it became clear that Claimant had no actual knowledge as to the working relationship of any other persons he testified about and that his beliefs were based on speculation and hearsay.
10. Claimant presented no evidence that would support his position that any of the other people he asserted to be employees were regularly employed employees as defined by the Act.
11. The evidence is sufficient to support Gino's The King of Pizza, LLC's position that it did not regularly employ 4 or more employees at all times relevant to this action.
12. The only credible testimony was presented by Gino's The King of Pizza, LLC.

13. Specifically, two of the alleged employees asserted by Claimant were owner/members of the LLC. As members of the LLC, these individuals are not subject to the Act.
14. Additionally, the evidence showed that at least two of the other alleged employees were younger family members of the owners and came in to help out only when needed. We find these employees to be casual employees and not subject to the Act.
15. The evidence also revealed that one of the other persons alleged by Claimant to have been an employee lived in New York at all times relevant to this claim, continues to live in New York, and has never performed work for Gino's The King of Pizza, LLC. We find that he cannot be considered an employee of any kind and is not subject to the Act.
16. The evidence revealed that several of the people alleged to be employees by Claimant were family members that helped out sporadically on a voluntary and unpaid basis. We find that these people are not subject to the Act.
17. Furthermore, the evidence revealed that all other people alleged to be employees by Claimant were people that came in to help out sporadically, occasionally, indefinitely, and on a very limited basis. These instances occurred by chance and with the intention and understanding on the part of employer and employee that it would not be continuous. We find these people to be, at most, casual employees and not subject to the Act.
18. The evidence shows that only the two members of the LLC and Claimant regularly performed work at Gino's at all times relevant to this claim.
19. Gino's The King of Pizza only had 1 regularly employed employee as defined by the Act, Claimant, at all times relevant to this claim.
20. All claims for benefits are denied.

Conclusions of Law

Gino's The King of Pizza, LLC is not subject to or bound by the provisions of the South Carolina Worker's Compensation Act. Therefore, jurisdiction of this matter before the South Carolina Worker's Compensation Commission is improper. "The issue of whether an employer regularly employs the requisite number of employees to be subject to the Workers' Compensation Act is jurisdictional." *Harding v. Plumley*, 329 S.C. 580, 584, 496 S.E.2d 29, 31 (Ct.App.1998). The question of subject matter jurisdiction is a question of law. *Gray v. Club Group, Ltd.*, 339 S.C. 173, 183, 528 S.E.2d 435, 440 (Ct.App.2000); *Roper Hosp. v. Clemons*, 326 S.C. 534, 536, 484 S.E.2d 598, 599 (Ct.App.1997).

The Act does not apply to "any person who has regularly employed in service less than four employees in the same business within the State." S.C. Code Ann. § 42-1-360(2). The South Carolina Court of Appeals has defined "regularly employed" as "employment of the same number of persons with some consistency throughout the regular time period" and during that regular time period the employment is "definite and recurrent rather than occasional, sporadic, or indefinite." *Hernandez-Zuniga v. Tickle*, 374 S.C. 235, 257, 647 S.E.2d 691, 702 (Ct. App. 2007).

Furthermore, the Act does not apply to casual employees. S.C. Code Ann. § 42-1-360(1). In the context of construing the statute, the term "regular" is often juxtaposed with the term "casual." *Hernandez-Zuniga* at 248, 647 S.E.2d at 697. "Where employment cannot be characterized as permanent or periodically regular, but occurs by chance, or with the intention and understanding on the part of both employer and employee that it shall not be continuous, it is casual." *Smith v. Coastal Tire and Auto Service* 263 S.C. 77, 81, 207 S.E.2d 810, 812 (1974).

“Employment is casual when not permanent or periodically regular but occasional or by chance.”

***Singleton v. J.P. Stevens & Co., Inc.*, 533 F.Supp. 887, 892 (D.C.S.C.1982).**

Here, Claimant is asserting that Gino's The King of Pizza, LLC employed four or more regularly employed persons. However, none of the other alleged employees were present to testify as to their possible employment relationship with Gino's. In evaluating the testimony, it became clear that Claimant had no actual knowledge as to the possible employment relationships between the other alleged employees and Gino's. All assertions by Claimant as to the alleged employment relationship of other people with Gino's The King of Pizza, LLC are merely speculation and hearsay. Gino's The King of Pizza, LLC was the only party with actual knowledge regarding the potential employment relationships that was present to testify.

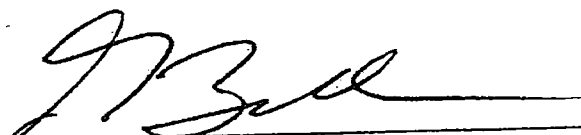
Two of the alleged employees asserted by Claimant were owner/members of the LLC and, because they did not opt in, are not subject to the Act. Several of the other alleged employees were family members of the owners and came in to help out sporadically and only when needed; some on a voluntary basis. Their employment cannot be characterized as permanent and occurred only by chance with the intention by all parties that it shall not be continuous. Thus, they are, at most, casual employees and not subject to the Act. All other alleged employees asserted by Claimant came in to help out sporadically, occasionally, and on a very limited basis. These instances also occurred by chance and with the intention and understanding on the part of employer and employee that it would not be continuous. As such, the evidence shows that Gino's The King of Pizza, LLC did not regularly employ 4 or more employees at all times relevant to this claim. Therefore, Gino's does not employ the requisite number of employees and is not subject to the Act.

ORDER

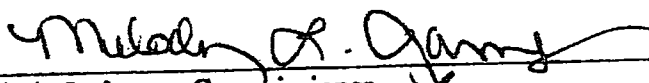
The Order of the single commissioner is hereby **AFFIRMED** and the same shall constitute the Decision and Order of the Appellate Panel. All Findings of Fact and Conclusions of Law are incorporated to become the final Decision and Order of the South Carolina Workers' Compensation Commission¹.

IT IS SO ORDERED.

S.C. WORKERS' COMPENSATION COMMISSION



T. Scott Beck, Commissioner



Melody L. James, Commissioner



R. Michael Campbell, II

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 Kim Falls on January 6, 2015

¹ All Findings of Fact and Conclusions of Law as contained in the single commissioner's order are specifically referenced and included in toto in the "order" portion of this decision so as to comply with the requirements of *Baldwin v. James River Corporation*, 304 S.C. 485, 405 S.E.2d 4, as well as the Administrative Procedures Act of the State of South Carolina and Sections 42-17-40 and 1-23-350 of the South Carolina Code of Laws, as per *D. Shipley, South Carolina Administrative Law* at 5-109 (1983).

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1308837

Esvin Leonel Lopez Perez,)
)
 Employee,)
)
 vs.)
)
 Gino's The King of Pizza,)
)
 Employer.)
)
)
)
)
)

ORDER

HEARING:

Held in Conway, County of Horry, South Carolina on April 23, 2014.

APPEARANCES:

Claimant was represented by David James Canty, Esquire, of Myrtle Beach, South Carolina.

Gino's The King of Pizza, LLC (Gino's), was represented by Daniel R. McCoy, Esquire, of Nelson, Mullins, Riley & Scarborough of Myrtle Beach, South Carolina.

South Carolina Uninsured Employers Fund (SCUEF) was represented by Clarke W. McCants, III of Nance, McCarter & Massey of Aiken, South Carolina.

PURPOSE OF HEARING:

To determine issues as set forth on Forms 50 and 51 concerning jurisdiction.

DECISION AND ORDER:

By the Honorable Aisha Taylor, Commissioner.

ORDER FILED:

This 7th Day of July.

APA SUBMISSIONS

Claimant's APA Submissions:

| APA # | EXHIBITS | DATES | PAGES |
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| 1. | McLeod Loris/Seacoast Hospital | 05/22/2013 | 4 |
| 2. | Joseph M. Still Burn Centers, Inc | 06/05/13 | 2 |
| 3. | Deposition Transcript of Karen Sorce | 01/22/2014 | 17 |
| 4. | Banking and Tax Records of Employer | 06/20/2012 - 05/17/2013 | 29 |
| 5. | Payroll Records of Employer | 07/05/2012 – 07/12/2013 | 10 |
| 6. | Medical Bills | 05/31/2013 - 06/19/2013 | 8 |
| 7. | Employer's Facebook Postings | 11/09/2011 – 04/05/2013 | 4 |
| 8. | SC Secretary of State Records | | 7 |
| 9. | Horry County Property Tax Records | | 1 |
| 10. | Claimant's Money Transfer Records | 04/24/2013 – 06/08-2013 | 4 |

Gino's APA Submissions:

| APA # | EXHIBITS | DATES | PAGES |
|-------|--|---------------|-------|
| 1. | SC Employer Quarterly Wage Report | 2012 and 2013 | 5 |
| 2. | Schedule K-1 for Gino's The King of Pizza, LLC | 2012 | 2 |
| 3. | Deposition Transcript of Karen Sorce | 01/22/2014 | 17 |

STIPULATIONS

Jurisdiction was challenged by Gino's The King of Pizza, LLC.

STATEMENT OF THE CASE

This case involves a claim by Esvin Leonel Lopez Perez, Claimant (Mr. Perez), in regard to injuries he sustained during the course of and in the scope of his employment at Gino's The

King of Pizza, LLC, on May 22, 2013 in North Myrtle Beach, SC. This matter came before the undersigned Hearing Commissioner for a hearing on April 23, 2014 in Conway, South Carolina. Prior to going on the record, a lengthy prehearing conference was held.

Mr. Perez had no objections to Gino's or SCUEF's APAs. Gino's and SCUEF had no objections to Mr. Perez's APAs. The commission's file was made a part of the record with the exception of self-serving declarations and unstipulated medical reports. The sole purpose of the hearing was to determine jurisdiction.

At the hearing, Claimant outlined his position on jurisdiction as follows:

That Gino's has more than enough employees to be subject to the South Carolina Worker's Compensation Act (the Act) and thus meet the requirement for the jurisdiction of the South Carolina Worker's Compensation Commission.

At the hearing, Gino's and SCUEF outlined their position as follows:

That, at all times relevant to this claim, there were not four or more regularly employed employees at Gino's. This is based on the fact that two alleged employees are members of the LLC and the other persons alleged by Claimant to have been employees helped out sporadically, occasionally, indefinitely, and on a very limited basis. All persons other than the two members of the LLC and the Claimant are, at most, considered casual employees under the Act. Since, at all times relevant to this claim, there were not four or more regularly employed employees at Gino's, Gino's is not subject to the South Carolina Worker's Compensation Act.

EVIDENCE OF THE CASE

The APA submissions of Claimant, Gino's and SCUEF, and the original transcript of the 30(b)(6) deposition of Katrina Sorce were presented as evidence of this case. In addition,

testimony was presented at the hearing by Claimant and Katrina Sorce as the 30(b)(6) corporate representative of Gino's The King of Pizza, LLC. No other persons testified at the hearing.

The APA submissions contain mostly Mr. Perez's medical records, and also include employment and wage verification records, records of the Secretary of State, tax records, and filings with the commission. The APA submissions are summarized in the following paragraphs:

1. Claimant arrived at McLeod Loris/Seacoast Hospital complaining of burns to the face, right arm, and left arm. The burns were cleaned and claimant was placed on medication. It was ordered that claimant be transferred to Joseph M. Stills Burn Centers, Inc. in Augusta, Georgia.
2. Claimant was transferred to and treated at Joseph M. Stills Burn Centers, Inc. in Augusta, Georgia.
3. Katrina Sorce (30(b)(6) witness for Gino's testified in her deposition that Gino's King of Pizza, LLC is its own entity, operates only the location at issue in this claim, and has no relationship to any other businesses operating under the trade name of Gino's Pizza. Furthermore, Nancy and Francesco Sorce work at Gino's and are also members of the LLC. The other employees were casual and not regular employees. Some of the other employees were family members that helped out only when they were needed.
4. The Gino's business records show Nancy Sorce and Francesco Sorce are members of the LLC.
5. At the hearing, Claimant testified that he witnessed multiple other people that he believed to be employees performing work at Gino's. However, upon cross-examination it became clear that Claimant had no actual knowledge as to the working

relationship of any other persons he testified about and that his beliefs were based on speculation and hearsay.

6. At the hearing, Gino's The King of Pizza, LLC testified that only the two members of the LLC and Claimant worked at Gino's on a regular and consistent basis. One of the people identified by Claimant lives in New York and has never performed work for Gino's. All other persons identified by Claimant help out on a sporadic, occasional, and very limited basis or were family members that helped out sporadically on a voluntary basis.

FINDINGS OF FACT

1. The employer in this matter is Gino's the King of Pizza, LLC.
2. The employer operates under the trade name of Gino's Pizza.
3. There are several other business entities operating under the trade name of Gino's Pizza; however, they are not related to the employer in this case.
4. The employer only owns and operates the Gino's Pizza located at 532 Highway 17 N., North Myrtle Beach, South Carolina 29582.
5. Claimant, Esvin Perez, was an employee of Gino's The King of Pizza, LLC on 5/22/2013, the date of injury.
6. On 5/22/2013 Claimant suffered burn injuries to his face and arms after a gas explosion.
7. On the date of injury, Gino's the King of Pizza, LLC did not have the requisite number of employees to make it subject to the Act.
8. There is insufficient evidence in the record to support a finding that Gino's The King of Pizza, LLC regularly employed 4 or more employees.

9. Upon cross-examination it became clear that Claimant had no actual knowledge as to the working relationship of any other persons he testified about and that his beliefs were based on speculation and hearsay.
10. Claimant presented no evidence that would support his position that any of the other people he asserted to be employees were regularly employed employees as defined by the Act.
11. The evidence is sufficient to support Gino's The King of Pizza, LLC's position that it did not regularly employ 4 or more employees at all times relevant to this action.
12. The only credible testimony was presented by Gino's The King of Pizza, LLC.
13. Specifically, two of the alleged employees asserted by Claimant were owner/members of the LLC. As members of the LLC, these individuals are not subject to the Act.
14. Additionally, the evidence showed that at least two of the other alleged employees were younger family members of the owners and came in to help out only when needed. I find these employees to be casual employees and not subject to the Act.
15. The evidence also revealed that one of the other persons alleged by Claimant to have been an employee lived in New York at all times relevant to this claim, continues to live in New York, and has never performed work for Gino's The King of Pizza, LLC. I find that he cannot be considered an employee of any kind and is not subject to the Act.
16. The evidence revealed that several of the people alleged to be employees by Claimant were family members that helped out sporadically on a voluntary and unpaid basis. I find that these people are not subject to the Act.
17. Furthermore, the evidence revealed that all other people alleged to be employees by Claimant were people that came in to help out sporadically, occasionally, indefinitely,

and on a very limited basis. These instances occurred by chance and with the intention and understanding on the part of employer and employee that it would not be continuous.

I find these people to be, at most, casual employees and not subject to the Act.

18. The evidence shows that only the two members of the LLC and Claimant regularly performed work at Gino's at all times relevant to this claim.
19. Gino's The King of Pizza only had 1 regularly employed employee as defined by the Act, Claimant, at all times relevant to this claim.
20. All claims for benefits are denied.

CONCLUSIONS OF LAW

Gino's The King of Pizza, LLC is not subject to or bound by the provisions of the South Carolina Worker's Compensation Act. Therefore, jurisdiction of this matter before the South Carolina Worker's Compensation Commission is improper. "The issue of whether an employer regularly employs the requisite number of employees to be subject to the Workers' Compensation Act is jurisdictional." *Harding v. Plumley*, 329 S.C. 580, 584, 496 S.E.2d 29, 31 (Ct.App.1998). The question of subject matter jurisdiction is a question of law. *Gray v. Club Group, Ltd.*, 339 S.C. 173, 183, 528 S.E.2d 435, 440 (Ct.App.2000); *Roper Hosp. v. Clemons*, 326 S.C. 534, 536, 484 S.E.2d 598, 599 (Ct.App.1997).

The Act does not apply to "any person who has regularly employed in service less than four employees in the same business within the State." S.C. Code Ann. § 42-1-360(2). The South Carolina Court of Appeals has defined "regularly employed" as "employment of the same number of persons with some consistency throughout the regular time period" and during that regular time period the employment is "definite and recurrent rather than occasional, sporadic, or

indefinite." *Hernandez-Zuniga v. Tickle*, 374 S.C. 235, 257, 647 S.E.2d 691, 702 (Ct. App. 2007).

Furthermore, the Act also does not apply to casual employees. S.C. Code Ann. § 42-1-360(1). In the context of construing the statute, the term "regular" is often juxtaposed with the term "casual." *Hernandez-Zuniga* at 248, 647 S.E.2d at 697. "Where employment cannot be characterized as permanent or periodically regular, but occurs by chance, or with the intention and understanding on the part of both employer and employee that it shall not be continuous, it is casual." *Smith v. Coastal Tire and Auto Service* 263 S.C. 77, 81, 207 S.E.2d 810, 812 (1974). "Employment is casual when not permanent or periodically regular but occasional or by chance." *Singleton v. J.P. Stevens & Co., Inc.*, 533 F.Supp. 887, 892 (D.C.S.C.1982).

Here, Claimant is asserting that Gino's The King of Pizza, LLC employed four or more regularly employed persons. However, none of the other alleged employees were present to testify as to their possible employment relationship with Gino's. In evaluating the testimony, it became clear that Claimant had no actual knowledge as to the possible employment relationships between the other alleged employees and Gino's. All assertions by Claimant as to the alleged employment relationship of other people with Gino's The King of Pizza, LLC are merely speculation and hearsay. Gino's The King of Pizza, LLC was the only party with actual knowledge regarding the potential employment relationships that was present to testify.

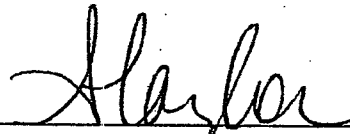
Two of the alleged employees asserted by Claimant were owner/members of the LLC. Several of the other alleged employees were family members of the owners and came in to help out sporadically and only when needed; some on a voluntary basis. Their employment cannot be characterized as permanent and occurred only by chance with the intention by all parties that it shall not be continuous. Thus, they are, at most, casual employees and not subject to the Act. All

other alleged employees asserted by Claimant came in to help out sporadically, occasionally, and on a very limited basis. These instances also occurred by chance and with the intention and understanding on the part of employer and employee that it would not be continuous. As such, the evidence shows that Gino's The King of Pizza, LLC did not regularly employ 4 or more employees at all times relevant to this claim. Therefore, Gino's does not employ the requisite number of employees and is not subject to the Act.

AWARD

Gino's The King of Pizza, LLC is not subject to the South Carolina Worker's Compensation Act. Therefore, the South Carolina Worker's Compensation Commission does not have jurisdiction over this matter. All claims for benefits are denied.

AND IT IS SO ORDERED.



Commissioner Aisha Taylor

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).

July 7, 2014

By: Renee Smith, Administrative Assistant to Commissioner Taylor



CLAIMANT: Claimant's Name: Esvin Leonel Lopez Perez SSN: _____ Employer's Name: Gino's Pizza
 Address: 1100 David St., Apt. 4402 Address: 532 Highway 17 N.
 City: N. Myrtle Beach State: SC Zip: 29582 City: N. Myrtle Beach State: SC Zip: 29582
 Home Phone: (843) 251 - 2396 Work Phone: () - Insurance Carrier: Uninsured
 Preparer's Name: David J. Canty Law Firm: David J. Canty, P.A. Preparer's Phone #: (843) 449 - 6304

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

A claim for workers' compensation benefits is made based on the following grounds: Date of Injury or Illness: 05/22/2013

Injury Illness Repetitive Trauma

1a. The claimant sustained an injury to the arms and face (Part(s) of Body Injured) on 05/22/13 (Month/Day/Year) in Horry county, state of SC.
 1b. Body part(s) affected are: both arms and face
 Briefly describe how the accident occurred. Claimant was cooking when an explosion of gas happened and burnt his face and arms.
 2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
 3. The relationship of employer and employee existed at the time of injury.
 4. At the time of the injury the claimant was performing services arising out of and in the course of employment.
 5. Notice of the accidental injury was given to the Employer on 05/22/13 (Month/Day/Year) in the following manner:
owner of son was present and he called the Employer.

6. Due to injury, the claimant is in need of (check one):
 (a) medical examination and treatment for: _____
 (b) additional medical examination and treatment for: extensive burns to face and upper extremities.

7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of: 05/22/13 to present.

8. Due to the injury, the Claimant has permanent disability of the following nature and extent (check one):
 (1) General Disability: Total (2) Specific Disability: Total Partial
 (3) Wage Loss Partial

9. Due to the injury, the Claimant has a serious bodily disfigurement consisting of:
Extensive scarring of face and forearms

10a. At the time of the injury, the Claimant was paid weekly wages of \$ 500.00, and demands accounting of days worked and wages earned as provided by law.

10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
none

11a. Further grounds or unusual aspects of claim:
Spanish speaking Claimant. Uninsured employer with three locations, 13+ employees.

11b. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
Grand Strand Regional Medical Center, 809 82nd Pkwy, Myrtle Beach, SC; Doctors Hospital of August, 3651 Wheeler Rd, August, GA; Clinical McLeod Seacoast Medical Center,

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

12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.

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

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

14. Estimated time needed for hearing: 30 minutes

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

David J. Canty Attorney for Claimant mbcounsel@frontier.com June 13, 2013
 Preparer's Signature Title Email Date

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



Claimant's Name: Esvin Leonel Lopez Perez SSN: _____
Address: 1100 David St., Apt. 4402
City: N. Myrtle Beach State: SC Zip: 29582
Home Phone: (843) 251-2396 Work Phone: _____
Date of Injury: 5/22/2013
Preparer's Name: Daniel R. McCoy Law Firm: Nelson Mullins Preparer's Phone #: (843) 946-5670

Employer's Name: Gino's Pizza
Address: 532 Highway 17 N.
City: N. Myrtle Beach State: SC Zip: 29582
Insurance Carrier: N/A

Date of Injury or Illness: 5/22/2013 Estimated time for hearing: 30
Complete each information blank. Clearly specify when contentions are admitted in part and denied in part. The Employer/Carrier in answer to the claim, respectfully shows:

1. It is Admitted Denied the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Employer denies Claimant sustained a compensable injury to any body part or organ arising out of and in the course of his employment.
2. It is Admitted Denied both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
Employer denies it has the requisite number of employees to fall within the Act.
3. It is Admitted Denied the relationship of employer and employee existed at the time in question. The reasons for denial are:

4. It is Admitted Denied at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:

5. It is Admitted Denied notice of injury was given the employer. The reasons for denial are:

6. It is Admitted Denied the employee Needs Is Entitled to Additional medical care as a result of injury or illness. The reasons for denial are:

7. It is Admitted Denied the employee is entitled to temporary total disability for the period(s) of : _____
8. It is Admitted Denied the employee is permanently disabled. The reasons for denial are:

9. It is Admitted Denied the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ 432.70 applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
Employer is a separate legal entity from any other location and does not have more than one location.

- Mediation
- a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
 - b. Mediation is required pursuant to Reg. 67-1802.
 - c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
 - d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

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

Preparer's Signature: [Signature] Attorney for Employer: dan.mccoy@nelsonmullins.co Date: 8/22/2013
Title: _____ Email: _____

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Refer to R. 67-1801 for mediation. Questions about the use of this form may be directed to the Commission's Judicial Department at 803-737-5675 or judicial@wcc.sc.gov or mediation@wcc.sc.gov. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.



Claimant's Name: Esvin Leonel Lopez Perez SSN: _____ Employer's Name: Gino's Pizza
 Address: 1100 David St., Apt. 4402 Address: 532 Highway 17 North
 City: N. Myrtle Beach State: SC Zip: 29582 City: N. Myrtle Beach State: SC Zip: 29582
 Home Phone: (843) 251-2396 Work Phone: _____ Insurance Carrier: _____
 Date of Injury: 5-22-2013
 Preparer's Name: Lisa Glover, Esquire Law Firm: SCUEF Preparer's Phone #: (803) 896-5898

Date of Injury or Illness: 5-22-2013

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

1. It is Denied the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
General; there as been no proof.
2. It is Denied both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:

3. It is Denied the relationship of employer and employee existed at the time in question. The reasons for denial are:

4. It is Denied at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:

5. It is Denied notice of injury was given the employer. The reasons for denial are:

6. It is Denied the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are:

7. It is Denied the employee is entitled to temporary total disability for the period(s) of :

8. It is Denied the employee is permanently disabled. The reasons for denial are:

9. It is Denied the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ **(UNKNOWN)** applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
See Attachment. The SCUEF moved to State Accident Fund on 7-1-13 and systems were not operable until 7-12-13, therefore an extension to file this response is requested.
12. Estimated time needed for hearing: _____

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: SEE CERTIFICATE OF SERVICE ATTACHED
 Address: _____

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

Lisa C. Glover Deputy General Counsel lglover@saf.sc.gov September 5, 2013
 Preparer's Signature Title Email Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

11. The Uninsured Employers' Fund is informed and believes that no capitulation or other order has been issued by the South Carolina Workers' Compensation Commission finding that the employer is subject to Title 42 and is operating without insurance or as an unqualified self-insurer. The Uninsured Employers' Fund is not a proper party to this action and is not subject to the jurisdiction of the South Carolina Workers' Compensation Commission in this case.

All affirmative and specific defenses (see Reg. 67-603), including but not limited to Section 42-9-60, Section 42-15-20, Section 42-15-40, Section 42-17-90; and fraud in the application for employment; fraud in the inducement to sign Form 15; fraud in the initiation of the claim for benefits; pre-existing disability to allegedly injured members; election of remedies; intervening trauma; no compensable injury by accident under Section 42-1-160; degree of disability, if any, attributable to this injury speculative; claimant's problems personal in nature and not work related.

Fund reserves the right to amend this Answer and plead additional defenses. This form is filed to comply with the South Carolina Workers' Compensation Commission regulations.

Fund Fund files this Answer in response to Claimant's Form 50, Request for Hearing, dated 7-13-2013, and served on the Fund on 8-6-2013.

Further, the Uninsured Employers' Fund does not represent the uninsured employer, is not an agent for the uninsured employer, nor a carrier for the uninsured employer.

S.C. WORKERS' COMPENSATION COMMISSION – FIRST REPORT OF INJURY OR ILLNESS

| | | | | |
|--|--|---|---|---|
| EMPLOYER (NAME & ADDRESS INCL ZIP) Gino's Pizza 532 Highway 17 N. N. Myrtle Beach, SC 29582 | | CARRIER/ADMINISTRATOR CLAIM NUMBER | OSHA LOG NUMBER | REPORT PURPOSE CODE |
| INDUSTRY CODE | | JURISDICTION | JURISDICTION CLAIM NUMBER | |
| EMPLOYER FEIN 26-2095439 | | INSURED REPORT NUMBER | | |
| EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT) same | | LOCATION # | | PHONE # 631-707-5585 |
| CARRIER/CLAIMS ADMINISTRATOR | | | | |
| CARRIER (NAME, ADDRESS, & PHONE #) None | | POLICY PERIOD TO | | CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO) N/A |
| CARRIER FEIN N/A | | POLICY/SELF-INSURED NUMBER N/A | | ADMINISTRATOR FEIN N/A |
| AGENT NAME & CODE NUMBER N/A | | | | |
| EMPLOYEE/WAGE | | | | |
| NAME (LAST, FIRST, MIDDLE) Esvin Leonel Lopez Perez | | DATE OF BIRTH | SOCIAL SECURITY NUMBER None | DATE HIRED |
| ADDRESS (INCL ZIP) 1100 David St. Apt. 4402 N. Myrtle Beach, SC 29582 | | SEX <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown | MARITAL STATUS <input type="checkbox"/> Unmarried/Single/Divorced <input type="checkbox"/> Married <input type="checkbox"/> Separated <input checked="" type="checkbox"/> Unknown | OCCUPATION/JOB TITLE Food Prep |
| PHONE 843-251-2396 | | # OF DEPENDENTS unknown | EMPLOYMENT STATUS | |
| RATE PER: \$100.00 | | DAYS WORKED/WEEK 4.32 | FULL PAY FOR DAY OF INJURY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| <input checked="" type="checkbox"/> DAY <input type="checkbox"/> MONTH <input type="checkbox"/> WEEK <input checked="" type="checkbox"/> OTHER: | | DID SALARY CONTINUE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | |
| OCCURRENCE/TREATMENT | | | | |
| TIME EMPLOYEE BEGAN WORK <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM | DATE OF INJURY/ILLNESS 5/22/2013 | TIME OF OCCURRENCE <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM <input type="checkbox"/> () CANNOT BE DETERMINED | LAST WORK DATE 5/22/2013 | DATE EMPLOYER NOTIFIED DATE DISABILITY BEGAN 5/22/2013 |
| CONTACT NAME/PHONE NUMBER | TYPE OF INJURY/ILLNESS Injury/burn to skin | | PART OF BODY AFFECTED skin on face and arms | |
| DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | TYPE OF INJURY/ILLNESS CODE | | PART OF BODY AFFECTED CODE | |
| DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED Gino's Pizza | | ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED compressed air tank | | |
| SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED cleaning | | WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED | | |
| HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL Cleaning flour off of coil when opened handle on tank causing injury | | | | CAUSE OF INJURY CODE |
| DATE RETURN(ED) TO WORK 7/9/2013 | IF FATAL, GIVE DATE OF DEATH | WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS) Dr. Mullins Doctor's Hospital of Augusta | | HOSPITAL OR OFF SITE TREATMENT (NAME & ADDRESS) Doctor's Hospital of Augusta | | INITIAL TREATMENT |
| WITNESSES (NAME & PHONE #) Francisco Sorce | | DATE ADMINISTRATOR NOTIFIED | | |
| DATE PREPARED | | PREPARER'S NAME & TITLE Katrina and Francisco Sorce (owner and wife) | | PHONE NUMBER 631-707-5585 |



Claimant's Name: Esvin Leonel Lopez Perez SSN: None Employer's Name: Gino's Pizza
 Address: 1100 David St. Apt 4402 Address: 532 Highway 17 N.
 City: N. Myrtle Beach State: SC Zip: 29582 City: N. Myrtle Beach State: SC Zip: 29582
 Home Phone: 843 251 2396 Work Phone: _____ Insurance Carrier: None
 Preparer's Name: Daniel McCoy Preparer's Phone #: 843 946 5670

Date of Injury: 5/22/2013
 month day year

A. Total Wages Paid

- Check Applicable Method:
 - Report of earnings of injured employee based on four completed quarters.
 - Report of earnings of injured employee who did not complete four quarters based on actual time worked.
 - Report of earnings of similar employee. Injured employee did not work sufficient time before alleged injury. Hire date: _____
 - Report of earnings of injured employee based on alternative method because Form 20 results in a compensation rate that is not fair and just (attach documentation to show how average weekly wage and compensation rate were calculated).

2. List total wages paid as reported to the Employment Security Commission on the Employer Quarterly Contribution and Age Reports during the four quarters immediately preceding the quarter in which the injury occurred. Do not include the quarter during which the injury occurred.

| Quarter | Ending Date | Total Wages Paid |
|---------|-------------|------------------|
| 1st | June 2012 | \$ 5,600.00 |
| 2nd | Sept. 2012 | \$ 6,100.00 |
| 3rd | Dec. 2012 | \$ 5,400.00 |
| 4th | March 2013 | \$ 5,400.00 |

- Total Paid 2. \$ 22,500.00
- List total value of other allowances of any character made in lieu of wages during four quarters above. 3. \$ _____
 - Add lines 2 and 3. **TOTAL WAGES PAID:** 4. \$ 22,500.00
 - List total number of weeks paid to employee during the four quarters immediately preceding the quarter in which the injury occurred. 5. 52

B. Average Weekly Wage

- To calculate average weekly wage, divide total wages (line 4) by total weeks paid (line 5). **AVERAGE WEEKLY WAGE:** 6. \$ 432.70

C. Compensation Rate

- The general rule for calculating the compensation rate is to multiply average weekly wage (line 6) by .6667. Estimate compensation rate by multiplying average weekly wage (line 6) by .6667. See part 8 below to determine the actual compensation rate. 7. \$ _____
- The compensation rate is as follows (choose one):
 - When average weekly wage (line 6) is less than \$75.00, the compensation rate is the average weekly wage. Enter average weekly wage on line 8.
 - When the estimated compensation rate (line 7) is less than \$75.00 and average weekly wage (line 6) is more than \$75.00, the compensation rate is \$75.00. Enter \$75.00 on line 8.
 - When the estimated compensation rate (line 7) is more than the maximum compensation rate for the year in which the injury occurred, enter the maximum compensation rate for the year in which the injury occurred on line 8.
 - Employee is within the exceptions listed in S.C. Code Ann. Section 42-7-65. List applicable exception here and enter appropriate compensation rate on line 8.
 - The calculated compensation rate (line 7) applies. Enter amount from line 7 on line 8.

WEEKLY COMPENSATION RATE: 8. \$ 288.48

Employer's representative shall prepare a Form 20 and serve per R.67-211 a copy on the claimant within thirty days of beginning temporary compensation. See R.67-1603 when no temporary compensation is paid. NOTE: Average weekly wage represents average gross pay before taxes and other deductions. WHEN THE CLAIMANT DOES NOT AGREE WITH THE COMPENSATION RATE ON LINE 8, HE OR SHE SHOULD CONTACT THE EMPLOYER'S REPRESENTATIVE TO TRY TO REACH AN AGREEMENT AS TO THE COMPENSATION RATE. IF NO AGREEMENT CAN BE REACHED, THE CLAIMANT SHOULD CONTACT THE CLAIMS DEPARTMENT AT (803)737-5723.



Claimant's Name: Esvin Lopez Perez Employer's Name: Gino's Pizza
Address: 1100 David St., Apt. 4402 Address: 532 Highway 17 N.
City: N. Myrtle Beach State: SC Zip: 29582 City: N. Myrtle Beach State: SC Zip: 29582
Home Phone: (843) 251-2396 Work Phone: _____ Carrier: Uninsured
Preparer's Name: David J. Canty, Esq. Preparer's Phone #: (843) 449-6304

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

- Injury Illness Repetitive Trauma
1. Compensation Rate: \$366.66 2. AWW: \$ 500.00 Date of Injury: 5/22/2013
3. Type of injury and body part(s): Gas explosion burned face and arms.
4. Facts in controversy:
Whether Employer is subject to the Act.
5. Legal issues involved:
See attached.
6. Unusual aspects: Spanish-Speaking Claimant
7. Witnesses (designate if expert):*
Claimant, all co-workers, Katrina Sorce, Nancy Sorce, Hipolito Rivera, Ernesto, Edwin
8. Exhibits:
See attached.
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance):
Reports Pursuant to R67-612
10. Name, address, and specialty, if any, of the treating physician:
GSRMC, 809 82nd Pkwy, Myrtle Beach, SC; Doctors Hospital of August, 3651 Wheeler Rd, August, GA; Clinical McLeod Seacoast Medical Center, 4000 Highway 9 East, Little River, SC
11. Impairment rating(s); body part(s); physician and date of opinion: None yet.
12. I am amending my Form 50/51 in the following manner:
 Mediation
- a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
 - b. Mediation is required pursuant to Reg. 67-1802.
 - c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
 - d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I verify the contents of this form are accurate and true to the best of my knowledge.
I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Daniel McCoy, Esq.
address P.O. Box 3939 Myrtle Beach, S.C. 29578 on the 2nd day of April 2014,
by first class postage certified mail personal service.
Signature: *David J. Canty* Email: mbcounsel@frontier.com
Date of hearing: April 23, 2014 Time needed for hearing: 30 minutes

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67- 1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

Esvin Lopez Perez v. Gino's Pizza
WCC File No.: 1308837

5. Hartzell v. Palmetto Collision, LLC, (Ct. App. S.C. 2013) October 9, 2013, Ost v. Integrated Products, 296 S.C. 241, 371 S.E.2d 796 (1988)

8. Deposition testimony of Employer, banking and tax records of employer, payroll records of employer, medical bills. Employer's Facebook postings, records of the Secretary of State of S.C., Horry County property tax records, Claimant's money transfer records.



Claimant's Name: Esvin Lopez Perez Employer's Name: Gino's The King of Pizza, LLC
Address: 1100 David St., Apt. 4402 Address: 532 Highway 17 N.
City: N. Myrtle Beach State: SC Zip: 29582 City: N. Myrtle Beach State: SC Zip: 29582
Home Phone: 843) 251-2396 Work Phone: () Carrier: N/A
Preparer's Name: Daniel R. McCoy Preparer's Phone #: (843) 946-5670

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

Injury Illness Repetitive Trauma

1. Compensation Rate: 288.48 2. AWW: \$432.70 Date of Injury: 5/22/2013
3. Type of injury and body part(s): skin
4. Facts in controversy: Whether employer has the requisite number of employees to fall within the Act.
5. Legal issues involved: See No. 4, above.
6. Unusual aspects: See No. 4, above
7. Witnesses (designate if expert):* Gino's Pizza Corporate Representative
8. Exhibits: See attached
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance):
None in possession of Employer
10. Name, address, and specialty, if any, of the treating physician: Verification is needed.
11. Impairment rating(s); body part(s); physician and date of opinion: None known
12. I am amending my Form 50/51 in the following manner: _____

Mediation

- a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
- b. Mediation is required pursuant to Reg. 67-1802.
- c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
- d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

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

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to see Certificate of Service

address _____ on the 10 day of April 2014 by; first class postage certified mail personal service.

Signature: [Signature] Email: dan.mccoy@nelsonmullins.com
Date of hearing: April 23, 2014 Time needed for hearing: 30

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-60 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.



Claimant's Name: ESVIN PEREZ Employer's Name: GINO'S PIZZA
Address: 1100 DAVID STREET, APT. 4402 Address: 532 HIGHWAY 17 NORTH
City: N.MYRTLE BEACH State: SC Zip: 29582 City: N. MYRTLE BEACH State: SC Zip: 29582
Home Phone: _____ Work Phone: _____ Carrier: _____
Preparer's Name: Lisa C. Glover Preparer's Phone #: (803) 896-5898

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

Injury Illness Repetitive Trauma

1. Compensation Rate: _____ 2. AWW: \$ _____ Date of Injury: 5/22/2013
3. Type of injury and body part(s): Face and bilateral arms
4. Facts in controversy:
Was Claimant within the course and scope of employment when an accident occurred? Amount and type of disability; Amount and type of benefits.
5. Legal issues involved:
Whether or not the case is compensable; See No. 4 above.
6. Unusual aspects:
7. Witnesses (designate if expert):*
Any witnesses called by claimant, or any other party.
8. Exhibits:
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance):
10. Name, address, and specialty, if any, of the treating physician:
11. Impairment rating(s); body part(s); physician and date of opinion:
12. I am amending my Form 50/51 in the following manner:

Mediation

- a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
- b. Mediation is required pursuant to Reg. 67-1802.
- c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
- d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

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

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to see attached Certificate of Service
address _____ **on the** _____ **day of** _____ **20** _____

by first class postage certified mail personal service.

Signature: Lisa C. Glover Email: lglover@saf.sc.gov

Date of hearing: November 21, 2013 @ 1:30pm Myrtle Beach Time needed for hearing: _____

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

WCC Form # 58

Revised 7/13

58

PRE-HEARING BRIEF

IN THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE NO: 1308837

Esvin Leonel Lopez Perez,
Employee,

-vs-

Gino's Pizza,
Employer,

and

Uninsured,
Carrier/Defendants.

) 30(b)(6) Deposition of
) Gino's Pizza:
) Katrina Sorce

(COPY

The deposition of Katrina Sorce was taken before Sarah B. Fry, a Notary Public in and for the State of South Carolina, at Nelson, Mullins, Riley, & Scarborough, 3751 Robert Grissom Parkway, Suite 300, Myrtle Beach, South Carolina 29577 on January 22, 2014 commencing at 10:05 a.m.

ADVANTAGE COURT REPORTING
OF MYRTLE BEACH
7201 Enterprise Road, Myrtle Beach, S.C. 29588
843-650-6263

1 BEING FIRST DULY SWORN, Katrina Sorce

2 testified as follows:

3 EXAMINATION MR. CANTY:

4 Q. Good morning. My name is David Canty. I represent
5 Esvin Lopez in the matter of his Workers' Compensation
6 claim. Can you state your full name for the record,
7 please?

8 A. Katrina Sorce.

9 Q. And what is your address?

10 A. 144 Brookgate Drive, Myrtle Beach, South Carolina
11 29579.

12 Q. And by whom are you employed?

13 A. I am not employed.

14 Q. You are not employed by Gino's Pizza?

15 A. No.

16 Q. Let's look at our deposition notice. Are you an agent of
17 Gino's Pizza?

18 A. (TO MR. McCOY) What's an agent?

19 MR. McCOY: All your questions actually are
20 supposed to ...

21 A. I'm sorry. What's an agent? I'm sorry.

22 Q. Do you do things on behalf of Gino's Pizza?

23 A. Yes, I do. Yes.

24 Q. What do you do on behalf of Gino's Pizza?

25 A. I help with payroll, collect receipts, shopping.

- 1 Q. Okay. And how long have you been doing that?
- 2 A. A year?
- 3 Q. And tell me, where are you from?
- 4 A. Can I ask you a question? Where am I from originally, or
- 5 where do I live now?
- 6 Q. Well, we have your address. Where were you born?
- 7 Where did you graduate ...
- 8 A. Oh, I was born ...
- 9 Q. ... from high school?
- 10 A. I was born in New York City.
- 11 Q. Where did you graduate from high school?
- 12 A. Oh, sorry. Yes. St. Michael's Academy.
- 13 Q. And that's located where?
- 14 A. Uptown -- well, no. 33rd and 10th Avenue, I believe.
- 15 Q. How old were you when you left New York City?
- 16 A. I left New York City six years ago.
- 17 Q. Have you lived in South Carolina ...
- 18 A. Or five ...
- 19 Q. ... ever since?
- 20 A. No.
- 21 Q. Where have you lived since?
- 22 A. Long Island, prior to South Carolina.
- 23 Q. And how long have you lived in South Carolina?
- 24 A. About a year.
- 25 Q. And have you had any employment since you came to

1 South Carolina?

2 A. Yes.

3 Q. Where did you work?

4 A. I worked at Service Channel.

5 Q. What is that?

6 A. That is a company, a web-based company.

7 Q. Located where?

8 A. Located in New York.

9 Q. What did you do for them?

10 A. Phone operation customer service.

11 Q. And how long did you work for them?

12 A. Two months.

13 Q. Which two months?

14 A. October and November of last -- no -- yeah, of last year.

15 Q. And in the year that you have been in South Carolina,
16 you've had no other employment?

17 A. No.

18 Q. And have you been working for Gino's the whole time
19 you've been here in South Carolina?

20 A. Not working for them, no.

21 Q. Not working for them? Can I ask you, what is your
22 understanding of the purpose of this deposition today?

23 A. Well, my understanding is that I have to provide as much
24 information that I know regarding the company.

25 Q. Are you the president or an officer of Gino's Pizza?

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A. No.

Q. And you're not an employee of Gino's Pizza?

A. No.

Q. Are you a CPA?

A. No.

Q. Are you a public accountant?

A. No.

Q. Can you tell me anything about the accident that is the subject of this case?

A. Yes.

Q. Were you present?

A. No.

Q. How do you know what happened?

A. My husband was in the accident.

Q. And what is your husband's name?

A. Francesco.

Q. How old is he?

A. Thirty-six, I believe.

Q. Is he also from New York City?

A. Originally, yes.

Q. And has he been in South Carolina the same amount of time that you have, one year?

A. Yes.

Q. And does he work for Gino's?

A. Yes.

1 Q. What is his position?

2 A. Manager, I believe.

3 Q. Of which location?

4 A. The King of -- this one, in North Myrtle Beach.

5 Q. Do you know who the managers are of the other locations?

6 A. No, I don't.

7 Q. You have no knowledge of -- well, first of all, let's talk
8 about the other locations. Where are they?

9 A. There's one in Carolina Forest, and there's one in -- I get --
10 I say it's a Food Lion shopping center off of Forestbrook
11 Road, I believe.

12 MR. McCOY: I'm going to object to the form of that
13 question.

14 Q. Go ahead and answer.

15 MR. McCOY: You can answer.

16 A. Oh, okay. Yes, off of Forestbrook Road.

17 Q. Is there a location in Surfside?

18 MR. McCOY: I'm going to object to the form of that
19 question.

20 A. Not yet.

21 Q. Will there be?

22 A. Hopefully, yes.

23 Q. When do you plan to open that?

24 A. I'm not sure.

25 Q. Will it be before the summer?

1 A. I'm not sure.

2 Q. What's the address where you'll be opening in Surfside?

3 A. I don't know the address.

4 Q. Can you tell us how to get there?

5 A. Not -- I'm not really sure of how to get there, either.

6 Q. Have you been there?

7 A. Yes.

8 Q. How long ago?

9 A. Like maybe about a month ago I passed by it.

10 Q. Let me ask you if you know, if you're familiar with Geno's
11 New York Style Pizzeria, P-I-Z-Z-E-R-A, and Geno's is
12 spelled with an E. Do you know what that entity is?

13 A. Geno's?

14 Q. Geno's New York Style Pizzeria, as if "pizzeria," but
15 without the second I.

16 A. No.

17 Q. You have no idea what that is?

18 A. No.

19 Q. Let me ask you about Gino's Real New York Pizzeria. Do
20 you have any knowledge that of that entity?

21 A. No.

22 Q. Let me ask you about Gino's Classic New York Pizza
23 Company, LLC. Do you have any knowledge of that
24 entity?

25 A. No.

1 Q. Let me ask you about Gino's, the King of Pizza, LLC.

2 Do you have any knowledge of that entity?

3 A. Yes.

4 Q. And Midnight Corporation, Inc.?

5 A. No.

6 Q. Gino's New York Pizzeria, LLC?

7 A. No.

8 Q. Gino's Real New York Pizza, LLC?

9 A. No.

10 Q. Gino's New York Pizzeria?

11 A. No.

12 Q. All right. Do you know who owns any of those entities?

13 A. No, I'm not sure who owns those.

14 Q. Tell the Commission, if you would, about the Workers'
15 Compensation coverage for any of those entities, if you
16 know?

17 A. I'm not sure of anything but Gino's, the King of Pizza.

18 Q. Okay. And what do you know about the Workers'
19 Compensation coverage for that entity?

20 A. We recently applied for that.

21 Q. And why did you do that?

22 A. To make sure that we had it to go forward, in case there
23 was any other incidents.

24 Q. Was it this accident that caused you to obtain Workers'
25 Comp coverage?

1 A. Yes.

2 Q. And who is the agent for that coverage? Where did you
3 buy the Workers' Comp coverage?

4 A. I know it's Liberty Mutual.

5 Q. Well, that would be the insurance carrier.

6 A. We went through them.

7 Q. Okay. And who is the agent that sold you the policy, the
8 local contact, the person that you initiated this ...

9 A. I'm not sure.

10 Q. You don't know who the agent is?

11 A. No.

12 Q. Tell the Commission, if you would, please, what you
13 know about the procurement policies of -- you say you
14 work for Gino's, the King of Pizza, LLC. Is that correct?

15 A. Yes.

16 Q. Okay. How do they buy their flour, their -- all their raw
17 materials? Where do they get it from?

18 A. From food vendors.

19 Q. And the 501 location and the Carolina Forest location, do
20 they do their purchasing separately?

21 MR. McCOY: Object to the form.

22 A. I'm not sure. I only ...

23 Q. You don't know?

24 A. No.

25 Q. Okay. Do you -- are you involved in any way with the

1 advertising for Gino's Pizza?

2 A. No.

3 Q. Do you do marketing? Do you have anything to do with
4 Gino's marketing?

5 A. No.

6 Q. Let me ask you this: if you go to the North Myrtle Beach
7 location and look at the sign, what does the sign say?

8 A. It says Gino's.

9 Q. If you go to the location in Carolina Forest and look at the
10 sign, what does the sign say?

11 A. Gino's, and I think it has like a pizza on it, or something
12 like that.

13 Q. If you go to the 501 location and look at the sign, what
14 does the sign have on it?

15 A. I haven't been there.

16 Q. You haven't been to Highway 501?

17 A. I haven't been to the Carolina Forest location, no. I
18 haven't been at all.

19 Q. Okay. I thought you just answered with regard to the sign
20 at the Carolina Forest location?

21 A. I thought you said the Forestbrook. I'm sorry. 501 is the
22 Carolina Forest, right?

23 Q. I have no idea. You tell me.

24 A. I believe that Carolina Forest is the 501 location.

25 Q. Okay.

1 A. And the Forestbrook location is the one that I believe I
2 answered. Sorry.

3 Q. Okay. So the Forestbrook location says Gino's Pizza?

4 A. I think so, yes.

5 Q. And the Carolina Forest or 501 location says Gino's Pizza?

6 A. That, I'm not sure.

7 Q. Because you've never been there?

8 A. No, I've never been there.

9 Q. All right. Do you do the payroll for Gino's Pizza?

10 A. Which one?

11 Q. Do you do the payroll for any Gino's Pizza?

12 A. Gino's, the King of Pizza. I assist with that.

13 Q. And who does the payroll?

14 A. Nancy Sorce.

15 Q. And who is Nancy Sorce?

16 A. She's one of the -- well, she's -- I guess she's the owner.

17 Q. Is she your mother-in-law?

18 A. Yes.

19 Q. Okay. And just out of curiosity, how long have you been
20 married to her son?

21 A. Going on six years.

22 Q. Six years. Okay. So Nancy Sorce does the payroll, and
23 you do not? Or you assist?

24 A. I help.

25 Q. Okay. And do -- does anyone in the Sorce family own or

1 operate any pizza restaurants outside of Horry County?

2 MR. McCOY: Object to the form.

3 A. No.

4 Q. To your knowledge?

5 A. Right. Not to my knowledge.

6 Q. Okay. And to your knowledge, do people in the Sorce
7 family own or operate the Carolina Forest and Forestbrook
8 locations of Gino's pizza?

9 MR. McCOY: I'm going to object to this as well.

10 A. Yes.

11 Q. Okay. Now, the lease agreement for the North Myrtle
12 Beach location, are you familiar with that?

13 A. Yes.

14 Q. And in whose name is that lease agreement?

15 A. I believe it's ...

16 MR. McCOY: You can look at it.

17 A. I can look at it?

18 MR. McCOY: Yeah.

19 A. Okay. Thanks.

20 MR. McCOY: Are you going to mark that as an
21 exhibit or ...

22 Q. Well, let's see what she has to say.

23 MR. McCOY: Okay.

24 A. Nancy Sorce.

25 Q. And to your knowledge, is there any sublease between

1 Nancy Sorce and Gino's, the King of Pizza?

2 A. No.

3 Q. All right. If you'd turn to the -- and that first assignment to
4 Ms. Sorce is dated August 2011, in the first paragraph
5 there? The 23rd of August, 2011?

6 A. Yes. Okay, yes.

7 Q. And there's a second lease modification agreement bearing
8 the same date?

9 A. Okay.

10 Q. So Nancy Sorce is the leaseholder for that location?

11 A. Yes.

12 Q. Do you know who the leaseholders are for Carolina Forest
13 and Forestbrook?

14 A. No.

15 Q. Now, behind that you will see Schedule K1s from 2012
16 tax returns, and one reflects the shareholder Nancy Sorce
17 at 144 Brookgate Drive. Is that your mother-in-law?

18 A. Yes.

19 Q. And the other reflects ownership by Francesco Sorce,
20 Junior at the same address, Brookgate Drive. And who is
21 he, if you know?

22 A. My husband.

23 Q. Okay. Your husband and your mother-in-law live
24 together?

25 A. Yes.

1 Q. And you live there as well?

2 A. Correct.

3 Q. Okay. Does anyone else live in the house?

4 A. My daughters.

5 Q. Okay. And your mother-in-law, is she married?

6 A. Yes.

7 Q. And where is her husband?

8 A. In the hospital.

9 Q. Okay. How long has he been in the hospital?

10 A. A few months.

11 Q. What is his medical condition?

12 A. We're not sure, actually.

13 Q. And what is his name?

14 A. Francesco Sorce.

15 Q. Is he an owner in Gino's, the King of Pizza, LLC?

16 A. No.

17 Q. And to your knowledge, your mother and father-in-law are
18 the owners of that property at Brookgate Drive?

19 A. Yes, as far as I know.

20 Q. Does Gino's New York Style Pizza have a Facebook page?

21 A. Well, the King of Pizza does.

22 Q. Well, let me show you this printout. Actually, let me give
23 you all these copies. There is, nominated for best pizza,
24 Geno's with an E, New York Style Pizzeria. And the
25 address is right below that. Is that the address of the

1 company that you -- I guess you don't work for them.

2 I'm not sure what your relationship is with them. You
3 have appeared as their witness today. Is that the same
4 company?

5 A. Yes. North Myrtle Beach.

6 Q. Okay. And there are, in fact, more than one Gino's Pizza.
7 Is that correct?

8 A. Yes.

9 Q. And if someone -- if you'd flip to the last page -- if
10 someone were to go to the Sun News directory -- it's the
11 last page of that packet I just gave you. They would see,
12 "Gino's Real New York Pizzeria," with locations at 3521
13 Belle Terre Boulevard, Myrtle Beach; 532 Highway 17
14 North, North Myrtle Beach; and Carolina Forest
15 Boulevard in Myrtle Beach. And it says, "Due to their
16 popularity, Gino's Real New York Pizzeria recently
17 opened their third location in the Carolina Forest section
18 of Myrtle Beach." Do you see that?

19 A. (NODS HEAD)

20 Q. Did you or anyone on behalf of Gino's Pizza contact the
21 Myrtle Beach Sun News to disabuse them of the notion
22 that this was three separate locations for the same entity?

23 A. No.

24 Q. All right. I'd like to have that marked as an exhibit.

25 COURT REPORTER: Just the one page?

1 Q. Just the one page, yes.

2 ~~(PLAINTIFF'S EXHIBIT 1 WAS MARKED)~~

3 Q. I need to get all those back, please. Thank you. To your
4 knowledge, how many employees were there at Gino's on
5 the 22nd of May of last year?

6 A. Last year, three.

7 Q. And who were they?

8 A. My husband, Nick Francesco Sorce, Junior, Nancy Sorce,
9 and Hipolito Christopher Rivera.

10 Q. Just the ...

11 A. K. -- K. Rivera. His middle initial's a K.

12 Q. So just the three of them? Nancy, Francesco, and
13 Hipolito?

14 A. Yes.

15 Q. My client did not work there?

16 A. He did work there.

17 Q. Okay, so there's four, correct?

18 A. We didn't consider him an employee.

19 Q. Why not?

20 A. Because he was flexible.

21 Q. You did not consider him an employee, because he was
22 flexible? Do I understand that correctly?

23 A. Yes.

24 Q. And did he or did he not work five days a week?

25 A. Most of the time, but not all of the time.

1 Q. Did he or did he not work eleven or twelve hours a day?

2 A. Sometimes. Not all the time.

3 Q. How long had he been employed there?

4 A. I do know it's over two years working.

5 Q. And help the Commission to understand exactly why he
6 was not considered an employee.

7 A. We considered him independent, because his hours were
8 based on what he could work. And if he couldn't work, he
9 would call last minute and not come in. He could leave
10 early when he wanted to. He could come in late. He
11 would leave in the middle of the day, if he wanted a
12 haircut. It wasn't something where he had to be there
13 during those hours.

14 Q. He's an illegal alien, isn't he?

15 A. Come to find out, yes.

16 Q. And you were paying him in cash, weren't you?

17 A. Correct.

18 Q. And you didn't report him to any of the taxing authorities,
19 did you?

20 A. Not that I know of.

21 Q. Okay. Were there any other independents that you did not
22 consider employees?

23 A. Two others that I know of, yes.

24 Q. Okay. And what were their names?

25 A. Ernesto. I don't know his last name. I'm not sure. And

1 Edwin. I'm not sure of his last name.

2 Q. So we've got Ernesto, Edwin, Hipolito, and my client,
3 correct?

4 A. Correct.

5 Q. Plus Nancy and Francesco. Now, isn't it a fact that the
6 North Myrtle Beach location is open ten till ten, seven
7 days a week?

8 A. Not all the time, no.

9 Q. What are the hours?

10 A. It's eleven till it stops getting busy. Then they close at this
11 point. It's listed as ten, but they do close earlier.

12 Q. All right. And so that would be a total of approximately
13 eighty-four hours a week?

14 A. Yes.

15 Q. And how many employees would typically be on duty at
16 any particular time?

17 MR. McCOY: Object to the form.

18 A. Well, three or four people would be in the store,
19 depending how busy.

20 Q. And my client normally worked five days a week, correct?

21 A. Correct.

22 Q. And he got five hundred dollars in cash for those five
23 days. Is that correct?

24 A. Yes.

25 Q. And did Hipolito, Ernesto, and Edwin -- well, Hipolito is

1 Puerto Rican, correct?

2 A. Correct.

3 Q. He's a United States citizen?

4 A. Yes.

5 Q. And you reported his employment, withheld taxes from
6 his paycheck, et cetera, et cetera?

7 A. Correct.

8 Q. Edwin and Ernesto are both illegal aliens. Is that correct?

9 A. To my knowledge now, yes.

10 Q. And they still work there?

11 A. Currently, yes.

12 Q. Do they get paid in cash?

13 A. Yes.

14 Q. And the fact is at the Carolina Forest location and at the
15 Forestbrook location, you also have illegal aliens working
16 there as well. Is that not true?

17 A. I'm not sure of the ...

18 Q. Okay. Tell me what you know about the accident, how it
19 happened.

20 A. Can I -- do I just elaborate? I'm sorry. Do I just elaborate
21 on it or ...

22 Q. Well, for organizational purposes, you mentioned that you
23 had acquired Workers' Comp insurance after this accident.
24 Let me show you two printouts from the Workers' Comp
25 Commission database, and I call your attention, first, to

1 the dates. One is July the 11th of 2013, which is about
2 six weeks after this accident, and it says there's no
3 coverage for Gino's. And then the next day, July the 12th,
4 the database reflects that there is coverage.

5 A. Yes.

6 Q. Does it say there's just one entity, or does it say that there's
7 more than one entity?

8 A. There's two listed there.

9 Q. One is Gino's, the King of Pizza, LLC. Is that correct?

10 A. Yes.

11 Q. And is that who you're here for today?

12 A. Yes.

13 Q. And the other is Gino's Real New York Pizza. Is that
14 correct?

15 A. Yes.

16 Q. And who is that?

17 A. That is -- I'm not sure who's that.

18 Q. But this policy issued by Liberty Mutual covers both
19 entities, correct?

20 A. Yes.

21 Q. Okay.

22 A. Is the other one Liberty Mutual?

23 Q. Well, I'll let you look at the ...

24 A. Sorry.

25 Q. ... information. Let me show you that page and ask you if

1 that accurately reflects the coverage?

2 A. For the King of Pizza, yes, but I only have the papers for
3 the King of Pizza.

4 Q. And who has the papers for Gino's Real New York Pizza?

5 A. I'm not sure.

6 Q. Okay. I'm going to have this marked as an exhibit, and
7 this is a printout from the Comp Commission coverage
8 database.

9 (PLAINTIFF'S EXHIBIT 2 WAS MARKED)

10 Q. And I wonder if you would look at your copy there and
11 tell us the names of the entities that appear in that
12 database? Are there not four of them?

13 A. Yes, there's four.

14 Q. And what are those names?

15 A. Gino's Real New York Pizza DBA; Gino's Real New York
16 Pizza DBA; Gino's, the King of Pizza; Gino's, the King of
17 Pizza, LLCs.

18 Q. All right. Thank you. Oh, and I'm sorry. Can you include
19 in that, tell us what the addresses are? There's two
20 different addresses, correct?

21 A. Yes. 144 Brookgate Drive and 532 Highway 17 North.

22 Q. And the entity that you are here representing is from 532
23 Highway 17 North in North Myrtle Beach, correct?

24 A. Yes.

25 Q. Can you explain to the Commission why the Gino's at the

1 other address has coverage under the same policy?

2 A. That's our home address.

3 Q. That is your home address?

4 A. 144 Brookgate Drive, correct.

5 Q. Okay.

6 A. So I'm not sure.

7 Q. Let me show you a series of printouts from the database of
8 the Secretary of State of South Carolina and ask you to
9 look at the first page there, and you see three registered
10 agent's names, and they're all Nancy, middle initial C,
11 Sorce. Is that correct?

12 A. Yes.

13 Q. Oh, the third one is just ...

14 A. Well, the third one is not ...

15 Q. ... Nancy Sorce?

16 A. Yes.

17 Q. And there are three entities listed there, correct?

18 A. Yes.

19 Q. And those entities are -- if you would read them?

20 A. Gino's Classic New York Pizza Company, LLC; Gino's,
21 the King of Pizza, LLC; and Midnight Corporation,
22 Incorporated.

23 Q. And your testimony is you don't know anything about
24 Midnight Corporation?

25 A. No.

1 Q. And what about Gino's Classic New York Pizza
2 Company, LLC?

3 A. No.

4 Q. Don't know a thing about it?

5 A. No.

6 Q. All right. If you'd flip to the next page, Gino's New York
7 Pizza -- Classic New York Pizza Company, LLC. That's -
8 - Ms. Sorce's a registered agent, and at what address?

9 A. 144 Brookgate Drive.

10 Q. And that's the address where you reside?

11 A. Yes.

12 Q. And you don't know anything about that?

13 A. No.

14 Q. Okay. And if you would turn to the next page, Gino's Real
15 New York Pizza, LLC, is that the entity that you're here
16 for?

17 A. No.

18 Q. Okay. Do you know who Brian Wunderlich is?

19 A. Yes.

20 Q. Who is he?

21 A. My brother-in-law.

22 Q. And to whom is he married?

23 A. My sister-in-law.

24 Q. And her name is?

25 A. Rosaria Wunderlich.

1 Q. Rosaria?

2 A. Yes.

3 Q. And her maiden name was?

4 A. Sorce.

5 Q. Okay. And to your knowledge, what does Mr. Wunderlich
6 do for a living?

7 A. He works at Gino's Real New York Pizza.

8 Q. Gino's Real New York Pizza, and that's located where?

9 A. I believe he's at 501.

10 Q. That would be the Carolina Forest location?

11 A. Yes.

12 Q. Okay. And if you would turn to the next page, Geno's
13 with an E, New York Style Pizzeria, Inc. Do you know
14 anything about that entity?

15 A. No.

16 Q. Do you know who Gene F. Jewell the Third is?

17 A. No.

18 Q. And what address does he give?

19 A. 532 Highway 17 North.

20 Q. And that is in North Myrtle Beach?

21 A. Yes.

22 Q. And that's the address of the restaurant where my client
23 was injured?

24 A. Correct.

25 Q. And you know nothing about that?

1 A. No.

2 Q. Okay. Now, if you would, turn to the next one. Gino's
3 New York Pizzeria, LLC. Do you know who the
4 registered agent is, Timothy J. Glancey, Senior?

5 A. I've heard of him.

6 Q. Who -- what have you heard about him?

7 A. He used to be at the North Myrtle Beach location.

8 Q. And the address is the same as the place where my client
9 was injured?

10 A. Correct.

11 Q. Okay. And the next page, Gino's Classic New York Pizza
12 Company, LLC. Is that the entity that you're here for?

13 A. No.

14 Q. And who is the registered agent for that?

15 A. Nancy C. Sorce.

16 Q. And that's at 144 Brookgate Drive?

17 A. Yes.

18 Q. Where you live?

19 A. Yes.

20 Q. And you have no knowledge of Classic New York Pizza,
21 LLC?

22 A. No.

23 Q. Okay. And the next page, Gino's, the King of Pizza, LLC.
24 Is that who you represent?

25 A. No.

1 Q. You ...

2 A. Oh, yes. I'm sorry. Yes.

3 Q. Okay. And that's Ms. Sorce at the same address,
4 Brookgate Drive?

5 A. Yes.

6 Q. Okay. Now, you do payroll? Is that correct?

7 A. Yes.

8 Q. Let me show you some documents which you have
9 produced in response to discovery requests. These are
10 South Carolina Department of Revenue withholding
11 returns. Those are form number WH-1605, and they are
12 for the second, third, and fourth quarters of 2012, and it
13 looks like the first quarter of 2013, and second quarter of
14 2013. I'll show you those documents. Are those familiar
15 to you?

16 A. Yes.

17 Q. All right. And that is a reflection of state income tax
18 withheld from the wages of employees. Is that correct?

19 A. Yes.

20 Q. And if I understand correctly, you have been withholding
21 South Carolina state income tax for Hipolito, the Puerto
22 Rican, correct?

23 A. Yes.

24 Q. And Francesco, Junior, which is your husband?

25 A. Yes.

1 Q. And Nancy, your mother-in-law. Is that correct?
2 A. Yes.
3 Q. And my client, Ernesto, and Edwin have not had any
4 South Carolina tax withheld, have they?
5 A. No.
6 Q. They've not had any federal tax withheld, have they?
7 A. No.
8 Q. They've not had any Medicare or Medicaid premiums
9 withheld, have they?
10 A. No.
11 Q. And you have not matched any contributions for Medicare
12 or Medicaid, have you?
13 A. No.
14 Q. And they -- no Social Security contribution has been
15 withheld?
16 A. No.
17 Q. Nor have you matched any Social Security contribution
18 for those people?
19 A. No.
20 Q. Let me ask you about those people. When they come to
21 work, do they bring their own tools?
22 A. No.
23 Q. Do you provide them with the pizza cutters, the --
24 whatever it is you use to cook and sell pizza, do you
25 provide them with all those facilities? The pizza oven, the

1 dough, et cetera, et cetera?

2 A. Yes.

3 Q. Tell me what they bring to work, other than themselves.

4 A. Their shirts sometimes.

5 Q. And ...

6 A. Their uniforms.

7 Q. And we'll get into that in a minute. Is there a schedule
8 posted for the employees at that location?

9 A. Now there is, yes.

10 Q. That tells which employees to be there when?

11 A. Well, it's not that they -- we don't tell them when to be
12 there. They tell us when they can come in, and then we
13 figure it out from there.

14 Q. Is there a schedule posted?

15 A. Well, not posted. Like we write it out, when they tell us
16 that they can come in.

17 Q. Who writes it out?

18 A. Nancy or myself.

19 Q. But you don't work there?

20 A. No.

21 Q. You don't get paid. You don't work for the company?

22 A. No.

23 Q. But you maintain the schedule, you and your mother-in-
24 law?

25 A. Yes.

1 Q. Where are those records kept?

2 A. In the desk.

3 Q. What desk?

4 A. In the drawer, the top drawer.

5 Q. I'll repeat my question. What desk?

6 A. In the office, at the pizzeria.

7 Q. It's at 532 North Kings Highway?

8 A. Yes.

9 Q. And that's where someone would find the scheduling
10 records for these employees?

11 A. Yes. Well, they're not records, I don't think. We just like
12 write if they're coming in or not. And then, if they don't
13 show up, we just that they didn't come in. Or like half a
14 day, or if they're there the whole day, or ...

15 Q. And all those records are in the desk drawer in North
16 Myrtle Beach?

17 A. Not all of them. Only recently we started doing that.

18 Q. Okay. And in the case of my client, if he worked five
19 days, he got paid five hundred dollars in cash, correct?

20 A. Correct.

21 Q. If he worked four days, he got paid four hundred dollars in
22 cash?

23 A. Yes.

24 Q. All right. And never any withholding?

25 A. No.

1 Q. And if he worked five days, he would have about sixty
2 hours in. Is that correct?

3 A. I'm not sure how many hours, exact.

4 Q. Well, let's assume for the sake of argument that he worked
5 ten to ten or eleven to eleven. That would be twelve hours
6 a day, correct?

7 A. Correct.

8 Q. And if he worked five days at twelve hours a day, he
9 would have worked sixty hours?

10 A. Yes.

11 Q. And tell the Commission whether or not any employees at
12 that location are paid overtime.

13 A. Overtime? I don't know if -- we didn't consider it
14 overtime. If they worked late, we just gave them extra, if
15 they had to stay or if they were able to stay, or -- it would
16 depend on the day.

17 Q. And where would the Commission find the records of that,
18 the extra that they were paid?

19 A. We don't have paper in ...

20 Q. So if someone were to testify that the pay was a hundred
21 dollars a day, and if you worked sixty hours, you didn't get
22 any extra, you would have no records to contradict that?

23 A. No, we wouldn't be able to.

24 Q. Okay. Now, let me show you South Carolina
25 Unemployment -- or it's now called Department of

1 Workforce, I believe. It used to be the Employment
2 Security Commission. Forms filed by Gino's, the King of
3 Pizza, LLC, and this looks like quarters ending June,
4 September, December 2012. Have you had a chance to
5 review those? Those are UCE Form 101 and Form 120.

6 A. Yes.

7 Q. Do you know what those are and what they do?

8 A. I'm not sure, no.

9 Q. You're aware, since you do the payroll, that there is such a
10 thing as unemployment insurance premiums?

11 A. I'm not sure, no. Sorry.

12 Q. Who is Linda Wines? If you look at number six, it says,
13 "Prepared by Linda Wines."

14 A. I believe she's the accountant.

15 Q. Where is her office?

16 A. That, I don't know.

17 Q. Well, to your knowledge, who -- what company does the
18 accounting for Gino's?

19 A. I don't know.

20 Q. You do the bookkeeping, the payroll, and you don't know
21 who the accountant is?

22 A. I assist with the payroll.

23 Q. And you have no knowledge of who the accountant might
24 be?

25 A. I believe she's the accountant.

1 Q. Okay. And you don't know where her office is?

2 A. No, I don't.

3 Q. Okay. If I understand you correctly, these reports of
4 wages -- if you look at the first page, it shows that in the
5 second quarter of 2012, you had twenty-three thousand,
6 nine hundred twenty dollars in wages, correct?

7 A. Yes.

8 Q. And that would be for your husband, your mother-in-law,
9 and Hipolito, the Puerto Rican?

10 A. Yes.

11 Q. Would not include Ernesto, Edwin, or my client?

12 A. Right.

13 Q. And if you turn the page for that same quarter ending June
14 the 30th, 2012, and who does it indicate was paid wages?

15 A. Carlo Sorce, Nancy Sorce, Francesco Sorce.

16 Q. And no one else?

17 A. No.

18 Q. Who is Carlo?

19 A. That's my brother-in-law.

20 Q. That is Francesco's brother?

21 A. Uh-huh.

22 Q. And to your knowledge, does Carlo work in the business?

23 A. He used to.

24 Q. Okay. Can you show me where on that quarterly wage
25 report it indicates that wages were paid to Hipolito?

1 A. I don't think he started then.

2 Q. Okay.

3 A. He wasn't working here yet.

4 Q. Well, let's look at the third quarter, and I believe the wages
5 are identical. Twenty-three thousand, nine hundred and
6 twenty. Is that correct?

7 A. Uh-huh.

8 Q. And then ...

9 A. Yes.

10 Q. And then there's a list of the employees who earned that
11 money on the form ...

12 A. I don't have that sheet.

13 Q. On the Form 120.

14 A. I'm missing page thirty-three. Thank you.

15 Q. There we go.

16 A. Thank you. Sorry.

17 Q. And does that not reflect that the only employees are your
18 husband, your brother-in-law, and your mother-in-law?

19 A. Yes.

20 Q. No one else is shown?

21 A. Correct.

22 Q. And there's no question but that there were other
23 employees?

24 A. Yes.

25 Q. Okay. Now, let's look at -- for the fourth quarter of 2012,

1 the wages have actually gone up by about twenty-five
2 hundred dollars, twenty-six thousand, four hundred and
3 twenty dollars. Does that sound right?

4 A. Yes.

5 Q. And do you know the reason that that went up?

6 A. I'm not sure, no.

7 Q. Okay. That's all I have on that. Now, let me show you
8 some bank statements that were produced in discovery.
9 It's the First Federal account. Is that the checking account
10 with which you are familiar?

11 A. Yes.

12 Q. And take your time and look through those bank
13 statements, and see if you can agree with me that there is
14 no record in any of those bank statements of any cash
15 withdrawals?

16 A. No.

17 Q. Is it safe to say, then, that with regard to any independents,
18 as you call them, such as my client, that those people
19 would have been paid in cash out of the revenues, before
20 the bank deposit?

21 A. Yes.

22 Q. Okay. And to your knowledge, does the lease agreement
23 provide for any additional rent due based upon gross
24 revenues?

25 A. No, I don't think so.

1 Q. We asked for your sales tax returns, and we have not
2 received those. Do you know who prepares the sales tax
3 returns?

4 A. Sales tax? No, but I can probably get them for you.

5 Q. Oh, if you would provide those to your attorney, I would
6 be most grateful. And can you tell the Commission
7 whether these sales tax returns are prepared based on bank
8 deposits, based on cash register totals, or on some other
9 basis?

10 A. Based on cash and bank deposits.

11 Q. All right. So your testimony is that when you pay Ernesto,
12 and Edwin, and Esvin, and Hipolito, that you still report
13 those sales to the South Carolina Department of Revenue?

14 A. Yes.

15 Q. And you pay sales taxes on that money?

16 A. Yes.

17 Q. And if someone were to do an audit of your sales tax
18 returns, and looking at your bank statement, the sales tax
19 returns would reflect substantially more revenue?

20 A. Yes.

21 Q. Okay. Can you tell me, to your knowledge, what is the
22 difference, if any, in the operations of the North Myrtle
23 Beach restaurant, the Carolina Forest restaurant, and the
24 Forestbrook restaurant? What do they do differently?

25 A. That, I'm not sure.

1 Q. Are they all pizza restaurants?

2 A. Yes.

3 Q. All their signs look alike?

4 A. Not all ...

5 Q. Two of the three that you have seen?

6 A. Not all look the same.

7 Q. Are you familiar with the menus?

8 A. No.

9 Q. So you don't know whether or not the menus are the same?

10 A. No. Oh, wait. I've been to the Forestbrook location. It's
11 different from the North Myrtle Beach location, yes.

12 Q. The menu is different?

13 A. Yes.

14 Q. And when was that?

15 A. When was it different?

16 Q. Yes. You said you didn't know where the Forestbrook
17 location -- by the way, Brookgate Drive ...

18 A. No, I know where the Forestbrook is, yes.

19 Q. Okay. So now you've been to both Carolina Forest and to
20 Forestbrook?

21 A. No. Carolina Forest is the one that I said originally I've
22 never been to.

23 Q. Okay. So you don't know what their menu looks like?

24 A. No, I don't.

25 Q. You only know what the menu looks like in North Myrtle

1 Beach and in Forestbrook?

2 A. Forestbrook, yes.

3 Q. And they're different?

4 A. Correct.

5 Q. The prices are different?

6 A. I believe so.

7 Q. And your brother-in-law manages the Forestbrook
8 location?

9 A. My brother -- no.

10 Q. Okay. Who does -- what location does Mr. Wunderlich
11 manage?

12 A. Carolina Forest, he does.

13 Q. Oh, I thought I just asked you that.

14 A. I told you that when you said his name on the paper with
15 the LLCs or whatever, Brian Wunderlich was my brother-
16 in-law.

17 Q. Right.

18 A. And he works for a different location.

19 Q. Okay. He manages Carolina Forest?

20 A. Yes.

21 Q. You've never been there? You don't know anything about
22 it?

23 A. I don't know anything about it.

24 Q. Who does the books and the payroll for that location?

25 A. I don't know.

1 Q. You don't know. Okay. Tell me what you know about
2 the accident.

3 MR. McCOY: Object to the form.

4 A. What -- can I ask you a question?

5 Q. Sure.

6 A. What specifically should I ...

7 Q. What happened?

8 MR. McCOY: Object to the form.

9 A. All right. I'll just explain what I know that happened.

10 Q. Okay.

11 A. Basically, what I was told by Esvin and by my husband at
12 the hospital was that there was a tank in the store, and they
13 thought that it was like air pressure to blow off the flour
14 from underneath the refrigerator. Esvin said he had taken
15 the cover off, and he was helping my husband to clean the
16 coil, like blow off the flour. When my husband was
17 holding the hose, Esvin opened it up for him, and it
18 sounded -- my husband said it sounded weird, so he told
19 Esvin to close it. And instead of closing it, he turned it in
20 the wrong direction. You know, that can happen. And he
21 opened it more, and that's when the explosion took place.

22 Q. So this would have been Esvin's fault?

23 A. Correct.

24 Q. And how long has your husband -- your husband worked
25 there for a year?

1 A. Well, I think a year or two.

2 Q. And correct me if I'm wrong. This is my understanding of
3 your testimony. Your testimony is that, as it was related
4 to you -- I understand you were not present -- that your
5 husband thought this was compressed air in this tank?

6 A. Yeah, and he was just like blowing the air onto the coils to
7 clear the flour.

8 Q. And in fact, it was propane?

9 A. Which they did not know.

10 Q. Which blew up?

11 A. Correct.

12 Q. And your testimony is that, as it was related to you, your
13 husband had no knowledge that that was propane, and
14 thought that it was compressed air?

15 A. Right.

16 Q. And as it was related to you, what was the reason that he
17 wanted it turned off by my client?

18 A. It sounded weird. He said the air was coming out, but the
19 sound of it didn't sound right. It was making a sound. So
20 he said, "Close it," while he was holding the hose, and it
21 was opened more. And that let out the whole thing.

22 Q. Does your husband speak Spanish?

23 A. Some, I believe.

24 Q. Do you know whether this conversation occurred in
25 English or in Spanish?

1 A. He speaks to Esvin in Spanish, yes. But I don't know
2 how they spoke to each other. But when I spoke to Esvin
3 and him together at the hospital, they were both at the
4 same hospital, they both spoke to me and explained to me
5 what happened together.

6 Q. Do you speak Spanish?

7 A. Yes.

8 Q. Okay. So your conversation with Esvin was in Spanish at
9 the hospital?

10 A. Spanish and English, because he speaks some English,
11 too. So it was broken.

12 Q. Is it fair to say that Esvin was hurt worse than your
13 husband?

14 A. I don't think so, no. They both had surgery.

15 Q. Did Esvin go to the burn hospital in Augusta?

16 A. Yes, he did.

17 Q. Did your husband?

18 A. Yes.

19 Q. Both at the same time?

20 A. Yes.

21 Q. Were they released at the same time?

22 A. No.

23 Q. Who was released first?

24 A. Well, Esvin didn't go to his last appointment, so I don't
25 know if they released him or not. He was supposed to go

1 in September.

2 Q. Who was released from the hospital first?

3 A. Oh, my husband. Yes.

4 Q. Okay. How long was he in the burn center?

5 A. I think -- I'm not sure how many days. But Esvin wasn't
6 released, because he had gotten a fever, and they couldn't
7 let him out until the fever had subsided. Because we were
8 supposed to pick them up at the same time, and we ended
9 up staying in a motel, picking up my husband the next
10 day, and then coming back for him.

11 Q. And tell the Commission, if you would, please, what the
12 entity that you are here representing today has paid, if
13 anything, for my client's medical treatment.

14 A. We paid his visits when he went in with -- on the same
15 day as my husband. We paid the hospital visit. We ...

16 Q. How much was that?

17 A. ... took him to the hospital. It was, I think, eighty dollars a
18 visit.

19 Q. Okay. Other than the eighty dollars, anything else?

20 A. For medical?

21 Q. Yes.

22 A. We did end up making some payments on some of the
23 bills.

24 Q. Do you know which bills?

25 A. I think that the one -- I'm not sure which ones, but there's

1 like maybe two or three.

2 Q. And tell the Commission, if you would, please, whether
3 any of Esvin's pay was withheld.

4 A. No. He was not withheld pay.

5 Q. No money was withheld from his pay to pay any medical
6 bills?

7 A. No.

8 Q. Does your husband have any scarring as a result?

9 A. Yes, he does.

10 Q. Where are his scars?

11 A. On his ankles.

12 Q. And do you know if Esvin has any scarring?

13 A. No, I do not.

14 Q. Have you ever met -- well, you just said you had a
15 conversation with him in the hospital. You know Esvin,
16 don't you?

17 A. I haven't seen him since September.

18 Q. And did he have scars in September?

19 A. He had -- I didn't see the scars, because he had the wraps
20 like my husband had on his arms, and it's -- and his face
21 looked -- it was like sealed the skin, so there wasn't any
22 scarring that I could see. It was just fresh, from what the
23 doctor had explained to me for both of them of how to
24 take care of it, so it was healing properly. So I'm not sure
25 as of that time that I've seen him from then, if it's scarred

1 or not.

2 Q. Okay. Let me show you the Form 51 that you have filed
3 in this case, and let's go over it line by line. Do you still
4 deny that this accidental injury occurred?

5 MR. McCOY: Object to the form.

6 A. No.

7 Q. Do you still deny the employer/employee relationship?

8 MR. McCOY: Object to the form.

9 A. I'm not sure what that means. I'm sorry.

10 Q. Well, if you look at number two there, I think it says it is
11 denied. Tell the court reporter what it says.

12 A. "Denied, both the employer and employee were subject to
13 the Workers' Compensation Act at the time in question."

14 Q. And number three?

15 A. "The relationship of employer/employee existed at the
16 time in question."

17 Q. That's denied?

18 A. Yes.

19 Q. Is it still your position that he was not an employee?

20 A. Yes.

21 Q. So as we sit here today, you are telling this Commission
22 under oath that Esvin was not your employee?

23 A. Well, he was ...

24 MR. McCOY: I'm going to object. This has been ...

25 A. See, I'm getting confused.

1 MR. McCOY: ... answered multiple times here.

2 A. He worked with us.

3 MR. McCOY: I think she's answered that. Hold on
4 one second. I'm going to object. This is like the fiftieth
5 time you've asked this same question. And I understand.
6 I'm just saying it's getting to the point now where it's been
7 asked and answered. You may go ahead.

8 A. Oh, okay. Well, I'm getting confused, because he did
9 work for us, but it wasn't like he had to be there Monday
10 through Friday, and that's his schedule, Monday through
11 Friday. He would be there Monday. He might be there
12 Wednesday. He might say he can't -- he's not coming in in
13 the morning, and we would try to call someone to come in.
14 And then he would come in in the afternoon. Some days,
15 he wouldn't show up for work. So the employee, the way
16 that I'm thinking that you're meaning, is someone who is
17 set with a schedule, and they have to be there at those
18 times. And if they're late, and they don't come in, they can
19 be liable for being fired for not being responsible. But we
20 didn't handle it that way, because we were flexible with
21 him. It's whatever he was willing to work, and if he
22 wanted to work.

23 Q. After he filed this Workers' Comp claim, he was, in fact,
24 fired, wasn't he?

25 A. No.

1 Q. He was not?

2 A. Nope.

3 Q. Your testimony ...

4 A. He was not fired.

5 Q. How did he come to separate from the relationship with
6 Gino's Pizza, then?

7 A. He was asked to help the guy in the back, one of the guys
8 in the back. And he ...

9 Q. Which guy in the back, by the way? What's his name?

10 A. I think it was Edwin.

11 Q. Okay.

12 A. To help him with something in the back, and he asked him
13 -- we asked -- well, not myself, but Nancy asked him to
14 help with something in the back. And to my knowledge,
15 throughout that day, she had said, "Can you ..." -- he was
16 taking a lot of bathroom breaks, so she said, "You know
17 what? Can you just please help him with this?" Because
18 you know, Edwin doesn't usually do the back. He makes
19 pizza sometimes, so it's like it's back and forth. So I guess
20 Esvin got upset, and he took his apron off, and he threw it
21 down on like the trashcan. And he said -- he said, "I'm not
22 doing this." And the conversation just -- from what I
23 know, he said, "I'm leaving." And Nancy said, "What, do
24 you quit?" And he said, "Yes, I quit," and he left the store,
25 left on his own. Because if he would have been fired, he

1 would have gotten paid for the time that he was there, at
2 least, or given something.

3 Q. So ...

4 A. So he just left and never came back, and didn't come back
5 the next day, either, knowing that he quit.

6 Q. And who else was present, besides your mother-in-law?

7 A. I think Edwin was there.

8 Q. Does Edwin still work there?

9 A. Yes.

10 Q. And who else was present?

11 A. I'm not sure who else was there.

12 Q. Was your husband there?

13 A. No.

14 Q. He did not witness that?

15 A. No.

16 Q. Is there video surveillance in the restaurant?

17 A. I can find video of it, yes. I can see if we still have it. I
18 don't know if it's ...

19 Q. You have video surveillance?

20 A. Yes.

21 Q. And tell us about the database. It's recorded digitally?

22 A. Yes.

23 Q. And how far back does it go?

24 A. I'm not sure how far it stays. No, I'm not sure.

25 Q. Who maintains that database?

1 A. We -- no one really maintains it. We just let it keep
2 going. Like we don't really go into it.

3 Q. Where ...

4 A. Unless we have to.

5 Q. ... physically is it located?

6 A. Oh, it's located in the office of the store.

7 Q. Is it in the hard drive of a desktop computer?

8 A. No, I don't think so.

9 Q. Where is it?

10 A. It's a system in itself that you buy with the cameras, and
11 I'm not sure how that records or anything like that.

12 Q. And have you seen the video of Esvin quitting?

13 A. I played it, yes.

14 Q. But you didn't see it?

15 A. I played it. Yes, I saw it.

16 Q. So you did see it?

17 A. Yes, I did see it.

18 Q. And what do we ...

19 A. Because I wanted to make sure of what happened before I
20 called my lawyer.

21 Q. Okay. How far back does the video record? How much
22 do you have of ...

23 A. Oh, I don't know how far back it records. I mean, what I
24 was trying to do with it, when that happened, I was trying
25 to download it, but it wasn't downloading properly. So I

1 just didn't think we would need it, because ...

2 Q. What does -- would the video include the accident?

3 A. I don't think we have it that far back any more, no.

4 Q. Okay. Well, that wasn't my question.

5 A. It did before, and the fire department saw it. I know that
6 much, because they went into the office and saw the video
7 of what happened, and they deemed it an accident. But
8 other than that, I don't know if we still have it, and I don't
9 think we do, because when they came back to look at it
10 again, it hadn't stayed that far back. So I don't know how
11 far back the DVR keeps -- that machine keeps the memory
12 of the video. But they did see it.

13 Q. Okay. And they said it was an accident?

14 A. Correct.

15 Q. All right. Now, let me show you the Form 20 that has
16 been filed in this case, and ask you if you assisted in the
17 preparation of that?

18 A. No. Wait. (TO MR. McCOY) Is this one that I wrote out?
19 I'm not sure.

20 MR. McCOY: Are you talking about the actual
21 typing of the ...

22 A. I did the ..

23 MR. McCOY: I think he's talking about the
24 providing of the actual information, when it comes to --
25 and I don't want to put information in your mouth -- of the

1 information that's on the form for the wages.

2 A. Yes, I helped.

3 MR. McCOY: I filled the form out, obviously.

4 A. Yeah, I didn't fill this out, but it looked familiar to
5 something I was giving information on.

6 Q. You provided the information on the wages earned by this
7 employee for the four quarters ending when?

8 MR. McCOY: Object to the form.

9 A. March 2013.

10 Q. And doesn't it say at the top of the form that these are the
11 wages of an employee?

12 A. Yes, but I explained to my lawyer that this information
13 was based off of what we were being told, because here's
14 five or four days. But I did explain to my lawyer that
15 we're not sure if he actually, during these quarters, worked
16 all of that time, especially if he didn't come in.

17 Q. Are you ...

18 A. But I just provided what I would -- what we were
19 supposed to provide, for four days for the winter and five
20 days for the summer.

21 Q. There is a box down towards the bottom. There's actually
22 a list of boxes that you can check that says, "This is the
23 actual wages. This is an estimate. This is based on the
24 earnings of a similar employee."

25 A. I didn't -- I'm sorry. I didn't mark anything. I mean, I

1 don't know. I didn't even think of it.

2 Q. Okay. Well, tell the Commission now where those
3 numbers came from.

4 A. Those numbers came off of what we're usually paying him
5 for a full week or a part-time schedule.

6 Q. Do I understand ...

7 A. It's estimated.

8 Q. Do I understand correctly from your testimony that you do
9 not have records of the actual payments to my client?

10 A. No.

11 Q. And would the same be true for Edwin and Ernesto?

12 A. Yes.

13 Q. And Hipolito, apparently -- he's a US citizen. Is he paid
14 by check or in cash?

15 A. By check.

16 Q. Okay. And there's withholding?

17 A. Yes.

18 Q. But it just doesn't show up on the tax forms?

19 A. I'm not sure. I'm sorry.

20 Q. Okay. That's all I have on the Form 20.

21 A. Okay.

22 Q. Now, let me show you the Form 12A that has been
23 prepared in this case, and ask you what you know about
24 that. Did you assist in the preparation of that?

25 A. Yes.

1 Q. You provided the information?

2 A. Well, not just myself. My husband, I believe, too.

3 Q. And looking at that Form 12A now, is there anything on
4 there that's inaccurate or that you would change?

5 A. No.

6 Q. That's all I have for that one.

7 A. Okay.

8 Q. And if I can have the 51 back?

9 A. Yes. Do you need this back as well?

10 Q. Yes, please. Thank you. Number four on the Form 50
11 denies that he was performing services arising out of and
12 in the course of employment, and it asks you to set forth
13 the reasons for the denial. And although you've checked
14 denied, but there's no explanation given. Is it your
15 testimony that this did, in fact, arise out of and occur in the
16 scope of his employment?

17 MR. McCOY: Object to the form.

18 A. Yes.

19 Q. So you're saying this is not a work-related accident?

20 A. I'm sorry. No, I don't -- I didn't understand the question. I
21 should have said that. It happened at work, yes.

22 Q. And he was working at the time?

23 A. I believe so, yes.

24 Q. According to your husband, he and your husband were
25 cleaning the coils on a refrigerator in the pizza shop, right?

1 A. Yes.

2 Q. Okay. The next one, number five, says it's denied that
3 notice was given to the employer. Is there any question in
4 your mind that the employer had notice of the accident?

5 A. No.

6 Q. Do you know why the entity that you're here to testify for
7 would deny notice?

8 A. No. I'm not sure.

9 Q. How much time did Esvin miss from work as a result of
10 his injuries?

11 A. I'm not a hundred percent sure right now. I'm not sure
12 how long he was out, but -- I mean, I'm not sure. I'm
13 sorry. I don't know how many weeks.

14 Q. Was he out more than two weeks?

15 A. I don't think so. I'm not -- I'm not ...

16 Q. He was only out two weeks?

17 A. ... sure -- no, I don't know. I don't know. I really don't
18 know how many weeks. I can't give you an exact.

19 Q. And you contend that his average weekly wage was four
20 hundred thirty-two dollars and seventy cents. Is that
21 correct?

22 A. Yes.

23 Q. All right. Is there someone named Alan that answers the
24 telephone and is a cashier, or was last summer, at that
25 location?

1 A. No, he's not the cashier. He helped us a couple of days,
2 with his dad being in the hospital, but he doesn't ...

3 Q. What's Alan's last name?

4 A. I don't know his last name.

5 Q. Who does?

6 A. Probably my husband does.

7 Q. Would he have been paid in cash or by check?

8 A. He actually hasn't been paid. He told us not to pay him,
9 because he's helping as being a friend. That's what he told
10 us.

11 Q. He is working in your business, your pizzeria,
12 gratuitously? That is, free?

13 A. He -- yes.

14 Q. Because he's doing it as a friend?

15 A. Right.

16 Q. To help you out?

17 A. Because his father's at the hospital, and my husband and
18 his mother have to stay with him on rotation.

19 Q. And you ...

20 A. My mother-in-law's usually the cashier.

21 Q. And you don't know his last name?

22 A. I'm not sure of his last name, no.

23 Q. What do you think it might be?

24 MR. McCOY: Object to the form.

25 A. I don't know. I'm sorry. I mean, I can ask him his full

1 name.

2 Q: What's his -- how would you ask him? -Do you have his
3 phone number?

4 A. Yes.

5 Q. What's his phone number?

6 A. Do you want me to get it right now?

7 Q. Yes, please. Or tell me his address. Where does he live?

8 A. That, I'm not sure. I'm not sure of his exact address.

9 Three four seven eight six five three seven six one (347-
10 865-3761).

11 Q. Do you ...

12 A. And just so you know, on my phone, I have him listed as
13 just Alan. (TO MR. McCOY) I don't have his last name
14 on my phone, right? Alan?

15 MR. McCOY: I believe you.

16 A. Okay. I don't know his last name. He's friends with my
17 husband, but I don't know his last name.

18 Q. And you don't know where he lives?

19 A. No, because he just moved here, but I've never been to his
20 house, because with -- or -- and I've never asked him
21 where he was moving to. It's just been too hectic to visit
22 or to know, because we've been all over with his dad.

23 Q. So you're saying he did or did not answer the phone at the
24 restaurant?

25 A. I think he would have, if he was there, yes.

1 Q. He did or did not act as a cashier at the restaurant?

2 A. Yes.

3 Q. What else did he do at the restaurant, if you know?

4 A. That's it. That's all I know.

5 Q. Okay. And your testimony is that he did that a total of
6 how many days?

7 A. Recently, here and there, if we needed him. If my
8 husband went to the hospital or if his mother went to the
9 hospital.

10 Q. How about last summer?

11 A. No, he wasn't here last summer. I'm sorry.

12 Q. How about ...

13 A. It's only recently now since the incident that we have -- he
14 hasn't -- he was not here last year at all.

15 Q. Okay. How about Carlos Perez Perez? Do you know who
16 he is?

17 A. No, I'm not sure. I'm sorry.

18 Q. Okay. And is there an employee named Junior? Who is
19 Junior?

20 A. I don't know a Junior, no.

21 Q. No idea? And my client's name is Esvin, E-S-V-I-N, and
22 isn't there another employee named Eswin, E-S-W-I-N?

23 A. It's Edwin.

24 Q. Edwin?

25 A. That's probably who Esvin was telling you, Edwin.

1 Q. Okay. To your knowledge, the week of the injury, on the
2 28th of May -- the injury was on the 22nd of May -- was
3 my client paid five hundred dollars in cash?

4 A. I believe so. I'm not sure.

5 Q. On the 12th of June, to your knowledge, did he receive
6 three hundred dollars in cash with the notation that it was
7 a loan?

8 A. He asked for a loan, and we told him that he didn't have to
9 pay it back, because he was out of work. We said, "You
10 don't have to pay this back. We wouldn't expect you to,"
11 because he -- we were giving him the money, anyway.

12 Q. And how much did you give him altogether before he
13 actually returned to work?

14 A. I think it was like eight -- eight hundred or nine hundred,
15 something like that.

16 Q. Do you know who was present at the time of the accident,
17 other than my client and your husband, in the restaurant?

18 A. No, I'm not sure.

19 Q. Does Gino's deliver?

20 A. Yes.

21 Q. And how many delivery people do you have, typically, in
22 the summertime?

23 A. Maybe one, and my husband delivers.

24 Q. And who was the delivery person last summer, besides
25 your husband?

1 A. That, I'm not sure.

2 Q. You do the payroll, correct?

3 A. Yes.

4 Q. How much did the delivery ...

5 A. Oh, they only get paid -- they don't get paid. They're -- this
6 year we had our -- well, okay. They don't get paid by us,
7 by week or by day. They get -- we have delivery fees, and
8 they get that plus tips. So whatever the fee that we have
9 for delivery, plus tips, they get a day.

10 Q. And you don't know who that person was last summer?

11 A. No, not last summer. I'm not sure.

12 Q. Is there more than one person, besides your husband?

13 A. No. I know last year -- this past summer, we had a
14 problem finding delivery guy -- a delivery person. So my
15 husband was doing the majority of the deliveries, because
16 up there, it's hard to find someone to do that, because it's
17 like a tourist, I guess, area, with a lot of hotels and stuff
18 like that. So my husband was doing a lot of the deliveries,
19 and it was here and there. We don't -- I don't know if we
20 get a lot of deliveries, but he was handling the majority of
21 them, so ...

22 Q. Was there more than one delivery person besides him ...

23 A. Not that I ...

24 Q. ... last summer?

25 A. No, not that I know of, no.

1 MR. McCOY: I'm going to change the temperature

2 (INAUDIBLE) That should do it.

3 A. Thank you.

4 MR. McCOY: Yeah, sorry.

5 A. I've been cold this whole time.

6 Q. Does your mother-in-law have a son named Carlos?

7 A. Yes.

8 Q. And is there also another Carlos, a different person,
9 working at ...

10 A. That, I don't know.

11 Q. ... North Myrtle Beach?

12 A. That, I don't know.

13 Q. So if there was another Carlos who was paid in cash,
14 perhaps an illegal alien, you would not know anything
15 about that?

16 A. I'm not sure, no.

17 Q. Now, Hipolito, the Puerto Rican fellow, is he still working
18 in North Myrtle Beach?

19 A. Yes.

20 Q. Has he at any time moved to the Carolina Forest location?

21 A. No.

22 Q. So Hipolito will not tell us that he's ever worked for
23 Gino's, other than in North Myrtle Beach?

24 A. No.

25 Q. He hasn't worked at Carolina Forest?

1 A. No.

2 Q. And he has not worked at Forestbrook?

3 A. Yes.

4 Q. He has worked at Forestbrook?

5 A. Yes.

6 Q. Tell the Commission about those circumstances. How did
7 he come to go from the North Myrtle Beach location, the
8 Forestbrook location, and I guess back to North Myrtle
9 Beach? Is that correct?

10 A. Yes.

11 Q. How did that come about?

12 A. Well, we only needed him to work like part-time, two
13 days, and he needed more time. So he went to the other
14 location and asked to work as well.

15 Q. Are there any other employees that have worked at both
16 locations?

17 A. No, not that I know of.

18 Q. Are there any employees of Gino's in North Myrtle Beach
19 that have ever worked at either the Carolina Forest
20 location or the Forestbrook location?

21 A. No.

22 Q. Who will be operating the store in Surfside?

23 A. I'm not sure who's going to be running that. There's no
24 employees that I know of. There's nobody set to be in
25 charge, which is why we're not sure when it's opening.

1 Q. Has my client ever been accused or suspected of
2 embezzlement in any fashion?

3 A. No.

4 Q. Do you know who Scott Relford is?

5 A. No.

6 Q. Jennifer Chester?

7 A. No.

8 Q. And the last ...

9 MR. McCOY: Can I see what you marked?

10 Q. Oh, no, that's not an exhibit. I just wanted you to get the
11 spelling.

12 COURT REPORTER: I'm sorry.

13 Q. R-E-L-F-O-R-D. I'm sorry. My fault. And let me show
14 you that document. Does Gino's advertise in the yellow
15 pages or white pages?

16 A. That, I'm not sure.

17 Q. Do they post their hours?

18 A. Well, it's here on -- what site is this? Oh, it says white
19 pages, so it's on the white pages.

20 Q. To your knowledge, is that accurate? Is Gino's open ten
21 till ten, seven days a week?

22 A. No, that's not accurate.

23 Q. Okay. How so?

24 A. Because they don't open the doors till eleven, and
25 sometimes they close early. And Sundays is twelve

1 o'clock.

2 Q. So ...

3 A. It could be that no one has updated it or realized it was
4 there, or they put it in and they totally forgot to update it,
5 or they just didn't do it.

6 Q. And if you look at the date, it says July the 13th of last
7 summer?

8 A. Uh-huh.

9 Q. And that would indicate ten till ten, seven days a week,
10 and your testimony is that's not accurate?

11 A. That's actually not accurate. I think on our wall for our
12 hours, it specifically says eleven till ten, or maybe there's a
13 dot -- it's supposed to be updated with like a dot, dot, dot,
14 or something like that, but I don't know if they ever did
15 that. And Sundays is twelve o'clock.

16 Q. Okay. When you applied for Workers' Compensation
17 coverage six weeks after this accident, how many
18 employees did you put down on your application to
19 Liberty Mutual?

20 A. I'm not sure how many, actually. I'm not sure.

21 Q. Okay. And you don't know who the agent is?

22 A. No, I don't.

23 Q. Do you know who would have a copy of that application?

24 A. Yes.

25 Q. Who?

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A. Nancy might.

Q. Okay.

A. I also have some papers, but it doesn't say that on there.

Q. Tell me about the papers that you have.

A. It just had a -- it just said what the coverage was, I guess. Not the coverage, but it just said like fill out a form for something and send it back if you apply for this, and I didn't send it back, because it wasn't something that pertained to anything that we were doing, because we were in the food industry, I guess.

MR. CANTY: Please answer any questions that Commissioner Glover may have.

MS. GLOVER: I don't have any.

MR. CANTY: Very good. That's all I have.

MR. McCOY: I don't have any.

(THE DEPOSITION CONCLUDED AT 11:26 A.M.)

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1308837

EMPLOYEE/CLAIMANT: ESVIN PEREZ

COPY

EMPLOYER: GINO'S PIZZA

CARRIER:

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION HEARING, THE WITHIN HEARING WAS TAKEN ON THE 23RD DAY OF APRIL, 2014, COMMENCING AT THE HOUR OF 3:35 P.M., IN CONWAY, SOUTH CAROLINA, BEFORE THE HONORABLE AISHA TAYLOR, ATTENDED BY COUNSEL AS FOLLOWS:

TIMMI A. PARRISH
VERBATIM REPORTER

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

1 PURSUANT TO NOTICE OF HEARING, THE WITHIN HEARING
2 WAS TAKEN BY THE ABOVE-NAMED COURT REPORTER, A NOTARY
3 PUBLIC FOR THE STATE OF SOUTH CAROLINA, IN CONWAY, SOUTH
4 CAROLINA.

5 *

6 **BY COMMISSIONER TAYLOR:**

7 TODAY IS WEDNESDAY, APRIL 23RD, 2014. WE ARE
8 HERE ON WORKERS' COMP FILE NUMBER 1308837. THIS IS
9 THE CLAIM OF MR. ESVIN PEREZ, WHO IS REPRESENTED
10 TODAY BY MR. DAVID CANTY. THE EMPLOYER IS GINO'S
11 THE KING OF PIZZA, LLC, WHO'S REPRESENTED TODAY BY
12 MR. DANIEL McCOY. THE SOUTH CAROLINA UNINSURED
13 EMPLOYERS FUND IS ALSO PRESENT HERE TODAY,
14 REPRESENTED BY MR. CLARKE McCANTS.

15 WE ARE HERE TODAY PURSUANT TO THE CLAIMANT'S
16 FORM 50, REQUEST FOR HEARING. WE'VE HAD A VERY
17 LENGTHY PREHEARING CONFERENCE, AND SO IT IS THE
18 COMMISSION'S DETERMINATION TODAY THAT THE SOLE ISSUE
19 AND PURPOSE OF TODAY'S HEARING IS TO DETERMINE THE
20 ISSUE OF JURISDICTION AND THAT'S TO WHETHER THE
21 EMPLOYER, GINO'S THE KING OF PIZZA, LLC, WAS SUBJECT
22 TO THE ACT BY WAY OF HAVING FOUR OR MORE EMPLOYEES
23 AS REQUIRED UNDER THE ACT.

24 I WILL ALLOW THE PARTIES TO PUT POSITION
25 STATEMENTS ON THE RECORD. HOWEVER, PRIOR TO DOING

1 SO, ARE THERE ANY OBJECTIONS TO APAs, JURISDICTION,
2 VENUE, OR ANY OTHER ITEMS? MR. McCANTS? I MEAN,
3 MR. CANTY? I'M SORRY.

4 **BY MR. CANTY:**

5 NONE, YOUR HONOR.

6 **BY THE COMMISSIONER:**

7 OKAY. MR. McCOY?

8 **BY MR. McCOY:**

9 JUST THE JURISDICTIONAL ISSUE THAT WE WERE
10 DISCUSSING AS FAR AS WHETHER THE ACT APPLIES.

11 **BY THE COMMISSIONER:**

12 THANK YOU. MR. McCANTS?

13 **BY MR. McCANTS:**

14 SAME AS ANNOUNCED BY MR. McCOY.

15 **BY THE COMMISSIONER:**

16 OKAY. WITHOUT OBJECTION THE COMMISSION FILE
17 BECOMES A PART OF THE RECORD WITH THE EXCEPTION OF
18 SELF-SERVING DECLARATIONS AND UNSTIPULATED MEDICAL
19 REPORTS. AS I STATED EARLIER, THE PURPOSE OF THE
20 HEARING IS TO DETERMINE JURISDICTION, SO THAT IS THE
21 SOLE ISSUE TODAY.

22 MR. CANTY, YOUR POSITION STATEMENT, PLEASE?

23 **BY MR. CANTY:**

24 YOUR HONOR, OUR POSITION IS THAT THERE ARE MORE
25 THAN ENOUGH EMPLOYEES TO MEET THE STATUTORY

1. REQUIREMENT FOR JURISDICTION, AS THE CLAIMANT'S
2. TESTIMONY AND THE ADMISSIONS OF THE EMPLOYER IN THE
3. 30(b)(6) DEPOSITION WILL DEMONSTRATE.

4. **BY THE COMMISSIONER:**

5. MR. McCOY?

6. **BY MR. McCOY:**

7. YOUR HONOR, I UNDERSTAND MR. CANTY'S POSITION.
8. HOWEVER, DURING THE 30(b)(6) DEPOSITION THERE WAS
9. NOT A DISCUSSION AS TO THE ACTUAL EMPLOYMENT NATURE
10. OF THE EMPLOYEES THAT WERE NAMED. I THINK THAT THE
11. COMMISSION WILL FIND THAT THERE ARE NOT FOUR MORE
12. REGULARLY EMPLOYED EMPLOYEES AT THE GINO'S THE KING
13. OF PIZZA, LLC, LOCATION AT ISSUE TODAY, BASED ON THE
14. FACT THAT MULTIPLE ARE MEMBERS OF THE LLC AND
15. SEVERAL OTHERS ARE CASUAL EMPLOYEES NOT WORKING ON A
16. CONSISTENT, REGULAR BASIS AND CASUAL EMPLOYEES AS
17. DEFINED BY MULTIPLE CASES IN THE COURT OF APPEALS OF
18. SOUTH CAROLINA AND THE SUPREME COURT OF SOUTH
19. CAROLINA.

20. **BY THE COMMISSIONER:**

21. THANK YOU. MR. McCANT'S?

22. **BY MR. McCANTS:**

23. THANK YOU, YOUR HONOR. THE UEF'S POSITION IS
24. THE SAME AS SET FORTH BY MR. McCOY.

25. **BY THE COMMISSIONER:**

1 OKAY, THANK YOU. NOW, I UNDERSTAND WE HAVE AN
2 INTERPRETER PRESENT. MADAM COURT REPORTER, WILL YOU
3 PLEASE SWEAR THE INTERPRETER.

4 **BY THE COURT REPORTER:**

5 MA'AM, IF YOU WOULD RAISE YOUR RIGHT HAND,
6 PLEASE.

7 * * * * * * * * * * * * * * * *

8 THE INTERPRETER WAS DULY SWORN TO INTERPRET THE
9 PROCEEDINGS ACCURATELY, IMPARTIALLY, AND TO THE BEST OF
10 HER ABILITY:

11 **MERCEDES GUARDINO,**

12 BEING FIRST DULY SWORN, INTERPRETED ON HER OATH AS
13 FOLLOWS:

14 **BY THE COMMISSIONER:**

15 WILL YOU PLEASE SWEAR THE CLAIMANT.

16 **BY THE COURT REPORTER:**

17 IF YOU WOULD RAISE YOUR RIGHT HAND, PLEASE.

18 * * * * * * * * * * * * * * * *

19 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
20 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
21 MATTER HEREIN:

22 **ESVIN PEREZ,**

23 BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
24 FOLLOWS:

25 **BY THE COMMISSIONER:**

1 MR. PEREZ, I'M GOING TO INSTRUCT YOU -- DO YOU
2 UNDERSTAND SOME ENGLISH?

3 BY THE WITNESS:

4 A LITTLE BIT.

5 BY THE COMMISSIONER:

6 AND FOR PURPOSES OF THE RECORD, EVEN IF YOU
7 UNDERSTAND THE ENGLISH QUESTION I'M GOING TO ASK YOU
8 TO ANSWER IT IN SPANISH SO THAT THE INTERPRETER CAN
9 THEN INTERPRET IT, EVEN IF YOU -- TRY. I KNOW IT'S
10 HARD, BUT JUST TRY.

11 BY THE WITNESS:

12 OKAY.

13 BY THE COMMISSIONER:

14 ALL RIGHT.

15 BY MR. CANTY:

16 THANK YOU, YOUR HONOR. MAY IT PLEASE THE
17 COURT.

18 DIRECT EXAMINATION BY MR. CANTY:

19 Q. WOULD YOU STATE YOUR FULL NAME FOR THE RECORD,
20 PLEASE.

21 A. ESVIN LEONEL LOPEZ-PEREZ.

22 Q. AND DID YOU WORK FOR GINO'S PIZZA?

23 A. AT THIS TIME, NO MORE.

24 BY MR. CANTY:

25 YOUR HONOR, I WOULD ASK THE COMMISSION TO

1 INSTRUCT THE WITNESS NOT TO ANSWER IN ENGLISH, NOT
2 TO ANSWER A QUESTION UNTIL IT HAS BEEN TRANSLATED,
3 AND TO ANSWER IN SPANISH.

4 **BY THE COMMISSIONER:**

5 SO INSTRUCTED.

6 **BY THE WITNESS:**

7 OKAY.

8 **DIRECT EXAMINATION RESUMED BY MR. CANTY:**

9 Q. HOW LONG DID YOU WORK FOR GINO'S PIZZA?

10 A. FOUR YEARS AND A HALF.

11 Q. WAS THAT BEFORE YOUR ACCIDENT?

12 A. YES.

13 Q. AND DID YOU WORK ANOTHER SIX MONTHS AFTER YOUR
14 ACCIDENT?

15 A. NO.

16 Q. WHEN DID YOU RETURN TO WORK AFTER YOUR ACCIDENT?

17 A. IN NOVEMBER.

18 Q. WHEN DID YOU CEASE WORKING FOR GINO'S PIZZA?

19 A. HOW LONG AGO DID I STOP WORKING FOR GINO'S PIZZA?

20 Q. YES. WHEN DID YOU STOP WORKING FOR GINO'S PIZZA?

21 A. IT'S BEEN FOUR MONTH.

22 Q. WAS IT IN DECEMBER THAT YOU STOPPED WORKING FOR
23 GINO'S?

24 A. YES.

25 Q. AND HAD YOU RETURNED TO WORK ON THE 15TH OF JULY?

1 A. YES.

2 Q. DID THIS ACCIDENT HAPPEN ON THE 22ND OF MAY?

3 A. YES.

4 Q. SO, ALL TOGETHER DID YOU WORK FIVE YEARS THERE?

5 A. YES.

6 Q. AND TELL THE COMMISSION HOW MANY DAYS A WEEK YOU
7 WORKED, AND IF IT VARIED FROM WINTER TO SUMMER, THEN
8 TELL THE COMMISSION THAT AS WELL.

9 A. WE WORK FOUR DAY, FIVE DAY.

10 **BY THE COMMISSIONER:**

11 I'M GOING TO INSTRUCT THE WITNESS AGAIN, TRY TO
12 ANSWER IN SPANISH TO THE INTERPRETER AND LET HER
13 INTERPRET IT FOR ME.

14 **BY THE WITNESS:**

15 OKAY.

16 **DIRECT EXAMINATION RESUMED BY MR. CANTY:**

17 Q. SO, HOW MANY DAYS A WEEK DID YOU WORK?

18 A. FIVE, FIVE DAYS.

19 Q. AND HOW MANY HOURS A DAY DID YOU WORK?

20 A. ELEVEN HOURS.

21 Q. EVERY DAY?

22 A. YES.

23 Q. AND HOW DID THEY PAY YOU?

24 A. CASH.

25 Q. HOW MUCH DID THEY PAY YOU?

1 A. A HUNDRED.

2 Q. A HUNDRED DOLLARS FOR HOW LONG?

3 A. A HUNDRED DOLLARS PER DAY.

4 Q. AND THE WHOLE FIVE YEARS THAT YOU WORKED THERE, WAS
5 THAT ALWAYS THE ARRANGEMENT, FIVE DAYS A WEEK, A
6 HUNDRED DOLLARS A DAY?

7 A. NO. BEFORE THEY USED TO PAY ME 60.

8 Q. AT THE TIME OF THE ACCIDENT HOW LONG HAD THEY BEEN
9 PAYING YOU A HUNDRED, IF THEY HAD BEEN PAYING YOU A
10 HUNDRED?

11 A. FOR HOW LONG WERE THEY PAYING ME A HUNDRED?

12 Q. YES.

13 A. TWO YEARS.

14 Q. DID YOU WORK AT THAT LOCATION WITH EDWIN MOLINA?

15 A. YES.

16 Q. HOW MANY DAYS A WEEK DID EDWIN WORK?

17 A. FOUR OR FIVE DAYS.

18 Q. DO YOU HAVE ANY PERSONAL KNOWLEDGE OF HOW MUCH HE
19 WAS PAID?

20 A. A HUNDRED AND TEN.

21 Q. WAS HE PAID IN CASH ALSO?

22 A. YES.

23 Q. WHO GAVE YOU THE CASH EACH WEEK?

24 A. GINO'S.

25 Q. WAS IT IN AN ENVELOPE?

1 A. NO.

2 Q. DID YOU RECEIVE ANY KIND OF A NOTE OR STATEMENT
3 SAYING HOW MANY DAYS YOU HAD WORKED AND HOW MUCH YOU
4 HAD EARNED OR JUST THE CASH?

5 A. CASH MONEY.

6 Q. DID YOU HAVE TO PUNCH A TIME CLOCK?

7 A. NO.

8 Q. WHO KEPT A RECORD OF HOW MANY DAYS YOU HAD WORKED?

9 A. GINO'S.

10 Q. AND WHERE DID HE KEEP THEM?

11 A. IN A FOLDER.

12 Q. WHERE IS THE FOLDER?

13 A. IN THE OFFICE.

14 Q. HAVE YOU EVER SEEN THE INSIDE OF THE FOLDER?

15 A. NO.

16 **BY MR. McCOY:**

17 YOUR HONOR, I WOULD OBJECT TO HIM TESTIFYING AS
18 TO WHAT WAS KEPT IN THE FOLDER AT ALL. NO
19 FOUNDATION HAS BEEN ESTABLISHED FOR -- HE JUST
20 TESTIFIED RIGHT THERE THAT HE DOESN'T KNOW WHAT WAS
21 IN THE FOLDER.

22 **BY THE COMMISSIONER:**

23 WELL, I HAVE TO WAIT FOR A QUESTION.

24 **BY MR. CANTY:**

25 THAT WASN'T HIS TESTIMONY, BUT I DON'T HAVE ANY

1 FURTHER QUESTIONS ON ---

2 BY MR. McCOY:

3 I WAS REFRAINING FROM OBJECTING, THE OBJECTIONS
4 TO FAILURE TO LAY THE FOUNDATION FOR THESE
5 QUESTIONS, BUT IF HE'S GOING TO CONTINUE TO ASK
6 QUESTIONS THAT THERE'S NO FOUNDATION FOR AND HE'S
7 GOING TO ANSWER WITHOUT -- HE'S TESTIFYING UNDER
8 OATH THAT HE KNOWS WHAT'S IN THE FOLDER. THEN HE
9 TESTIFIED UNDER OATH THAT HE NEVER SAW WHAT WAS IN
10 THE FOLDER. NO FOUNDATION WAS LAID, AND I DON'T
11 WANT TO BELABOR THE PROCEEDINGS BY OBJECTING TO THE
12 FOUNDATION OF ALL OF THIS HEARSAY THAT WE HAVE GOING
13 ON.

14 BY THE COMMISSIONER:

15 I'M GOING TO OVERRULE THE OBJECTION RIGHT NOW
16 BECAUSE THE LAST QUESTION HE JUST SAID NO. SO, YOU
17 MIGHT NEED TO RAISE IT AGAIN, BUT FOR RIGHT NOW IT'S
18 OVERRULED.

19 BY MR. McCOY:

20 SURE.

21 BY THE COMMISSIONER:

22 THANK YOU. MR. CANTY?

23 DIRECT EXAMINATION RESUMED BY MR. CANTY:

24 Q. DO YOU KNOW OF YOUR OWN PERSONAL KNOWLEDGE WHETHER
25 ERNESTO HERNANDEZ WAS ALSO PAID IN CASH?

1 A. YES.

2 Q. DO YOU KNOW HOW MUCH HE WAS PAID PER DAY?

3 A. A HUNDRED AND THIRTY.

4 Q. DID BOTH EDWIN AND ERNESTO WORK AT THIS LOCATION,
5 WHEN YOU WERE INJURED?

6 A. YES.

7 Q. HOW MANY DAYS A WEEK DID ERNESTO WORK?

8 **BY MR. McCOY:**

9 YOUR HONOR, I WOULD OBJECT TO THAT BASED ON THE
10 FACT THAT HE HASN'T LAID THE FOUNDATION THAT HE HAS
11 KNOWLEDGE AS TO THE DAYS THAT HE HAS WORKED. HE'S
12 ABOUT TO ANSWER FOR ERNESTO ON HOW MANY DAYS HE HAS
13 WORKED WITHOUT LAYING THE FOUNDATION AS TO HOW HE
14 KNOWS.

15 **BY MR. CANTY:**

16 YOUR HONOR, I WOULD JUST POINT OUT AGAIN, WE
17 SUBPOENAED THEIR PAYROLL RECORDS, AND THEY DIDN'T
18 PRODUCE THEM, AND THEIR AGENT TESTIFIED THAT THEY
19 DON'T HAVE PAYROLL RECORDS.

20 **BY MR. McCOY:**

21 AND HIS CLIENT JUST TESTIFIED THAT HE HAS SEEN
22 THE PAYROLL RECORDS BUT HASN'T SEEN THEM.

23 **BY THE COMMISSIONER:**

24 OKAY. I'M GOING TO SUSTAIN THE OBJECTION. I'M
25 GOING TO ASK YOU TO REPHRASE THE QUESTION. THE

1 CLAIMANT DID TESTIFY THAT HE WORKED FIVE DAYS A
2 WEEK. SO, THAT CAN AT LEAST START A NEW QUESTION.

3 **BY MR. CANTY:**

4 HE'S ALSO TESTIFIED THAT EDWIN WORKED FOUR TO
5 FIVE DAYS.

6 **BY MR. McCOY:**

7 I UNDERSTAND. I SHOULD HAVE LAID THE
8 OBJECTIONS DOWN FOR THOSE, TOO. I JUST DIDN'T WANT
9 TO DELAY THE PROCEEDINGS. I DIDN'T KNOW THAT THIS
10 WAS HOW IT WAS GOING TO GO. SO, I THINK HE NEEDS TO
11 ESTABLISH -- HE NEEDS TO LAY THE FOUNDATION FOR HIS
12 KNOWLEDGE OF EACH PERSON BEFORE HE SAYS, "WELL, DO
13 YOU HAVE KNOWLEDGE?" "YES." "OKAY, HOW MANY DAYS
14 DID THEY WORK?" THAT IS A VERY LACKING FOUNDATION.

15 **BY THE COMMISSIONER:**

16 SUSTAINED. I'M NOT GOING TO TELL YOU HOW TO DO
17 YOUR JOB, BUT YOU CAN ASK HIM IF THOSE PEOPLE WORKED
18 THERE ON THE SAME DAYS OF THE WEEK THAT HE WORKED
19 THERE. I THINK THAT'S PROPER.

20 **BY MR. CANTY:**

21 THANK YOU, YOUR HONOR.

22 **DIRECT EXAMINATION RESUMED BY MR. CANTY:**

23 Q. WITH REGARD TO EDWIN MOLINA, CAN YOU TELL THE
24 COMMISSION WHAT PORTION OF THE FIVE YEARS THAT YOU
25 HAVE WORKED THERE MR. MOLINA ALSO WORKED THERE?

1 A. HE WAS WORKING MAKING PIZZAS. THAT WAS ALL THE JOB
2 HE DID.

3 Q. OF THE FIVE YEARS YOU WORKED FOR GINO'S KING OF
4 PIZZA, WHAT PORTION OF THAT TIME DID MR. MOLINA WORK
5 AT THE SAME LOCATION?

6 A. ABOUT THREE YEARS.

7 Q. AND DURING THOSE THREE YEARS, YOU WORKED FIVE DAYS A
8 WEEK ON THE AVERAGE?

9 A. YES.

10 Q. AND IS IT OF YOUR OWN PERSONAL KNOWLEDGE FROM SEEING
11 MR. EDWIN MOLINA PRESENT THAT YOU ARE ABLE TO
12 TESTIFY THAT HE WORKED THERE FOUR TO FIVE DAYS PER
13 WEEK?

14 A. YES.

15 Q. OF THE FIVE YEARS THAT YOU WORKED THERE FIVE DAYS A
16 WEEK, HOW LONG DID ERNESTO HERNANDEZ WORK THERE?

17 **BY THE INTERPRETER:**

18 MR. CANTY, FOR THE PURPOSE OF THE INTERPRETER
19 CAN YOU PLEASE REPEAT THE QUESTION.

20 **DIRECT EXAMINATION RESUMED BY MR. CANTY:**

21 Q. THE QUESTION WAS, OF THE FIVE YEARS THAT YOU WORKED
22 THERE FIVE DAYS PER WEEK, WHAT PORTION OF THAT TIME
23 DID ERNESTO HERNANDEZ WORK AT THAT LOCATION?

24 A. HE ALSO WORKS THERE MAKING PIZZAS.

25 Q. FOR WHAT PORTION OF THOSE FIVE YEARS?

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A. FOR FOUR YEARS.

Q. DURING THE FOUR YEARS THAT YOU WORKED AT THE LOCATION WITH ERNESTO HERNANDEZ, HOW MANY DAYS A WEEK ON THE AVERAGE DID ERNESTO WORK THERE, IF YOU KNOW?

BY THE INTERPRETER:

HOW MANY DAYS?

BY MR. CANTY:

YES.

WITNESS ANSWERS:

A. FOUR OR FIVE DAYS.

DIRECT EXAMINATION RESUMED BY MR. CANTY:

Q. AND IN THE CASE OF MR. MOLINA AND MR. HERNANDEZ, WERE THEY SIMILARLY WORKING 11 HOURS A DAY DURING THE DAYS THAT YOU WORKED WITH THEM?

A. YES.

Q. WAS THERE AN EMPLOYEE THERE NAMED CARLOS PEREZ-PEREZ?

A. YES.

Q. FOR THE FIVE YEARS YOU WORKED THERE, WHAT PORTION OF THAT TIME DID CARLOS WORK THERE?

A. TWO OR THREE YEARS.

Q. AND BASED UPON YOUR PRESENCE ON THE JOB, CAN YOU TELL THE COMMISSION HOW MANY DAYS A WEEK YOU OBSERVED CARLOS PEREZ-PEREZ WORKING AT THAT

- 1 LOCATION?
- 2 A. FIVE TO SIX DAYS.
- 3 Q. TO YOUR KNOWLEDGE, WAS HE ALSO PAID IN CASH?
- 4 A. YES.
- 5 Q. DO YOU KNOW HOW MUCH -- DO YOU HAVE PERSONAL
- 6 KNOWLEDGE OF HOW MUCH HE WAS PAID PER DAY?
- 7 A. EIGHTY.
- 8 Q. WAS THERE AN EMPLOYEE THERE NAMED FRANCHESCO SORCE,
- 9 JR.?
- 10 A. YES.
- 11 Q. AND WHAT PORTION OF THE FIVE YEARS YOU WORKED THERE
- 12 DID FRANCHESCO WORK THERE?
- 13 A. THREE YEARS.
- 14 Q. DO YOU HAVE ANY KNOWLEDGE OF HOW MUCH HE WAS PAID?
- 15 A. NO.
- 16 Q. CAN YOU TELL THE COMMISSION, BASED ON YOUR PERSONAL
- 17 OBSERVATION, HOW MANY DAYS A WEEK FRANCHESCO WORKED
- 18 THERE?
- 19 A. SIX DAYS.
- 20 Q. AND ARE YOU ACQUAINTED WITH GINO SORCE?
- 21 A. YES.
- 22 Q. WHAT IS HIS RELATIONSHIP TO FRANCHESCO, IF YOU KNOW?
- 23 A. GINO IS THE FATHER OF FRANCHESCO.
- 24 Q. AND TO YOUR KNOWLEDGE, IS GINO THE OWNER OF THE
- 25 COMPANY?

1 A. YES.

2 Q. AND DID NANCY SORCE ALSO WORK THERE?

3 A. YES.

4 Q. AND FOR THE FIVE YEARS YOU WORKED THERE, WHAT
5 PORTION OF THAT TIME DID NANCY WORK THERE?

6 A. FOUR.

7 Q. AND YOU DON'T KNOW WHAT SHE GOT PAID, I ASSUME?

8 A. NO.

9 Q. WAS THERE AN EMPLOYEE NAMED HIPOLITO RIVERA?

10 A. YES.

11 Q. AND WHAT PART OF THE FIVE YEARS DID HE WORK THERE?

12 A. TWO YEARS.

13 Q. CAN YOU TELL THE COMMISSION OF YOUR OWN PERSONAL
14 KNOWLEDGE HOW MANY DAYS A WEEK THAT YOU OBSERVED HIM
15 WORKING?

16 A. SIX DAYS.

17 Q. AND DO YOU KNOW AN EMPLOYEE AT THAT LOCATION NAMED
18 ALAN?

19 A. YES.

20 Q. DO YOU KNOW HIS LAST NAME?

21 A. NO.

22 Q. HOW LONG OF THE FIVE YEARS DID ALAN WORK THERE?

23 A. SEVEN MONTH.

24 Q. AND HOW MANY DAYS A WEEK, TO YOUR KNOWLEDGE, DID
25 ALAN WORK?

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A. FIVE DAYS.

Q. DO YOU KNOW WHETHER HE WAS PAID IN CASH OR NOT?

A. I DON'T KNOW.

Q. AND YOU DO NOT KNOW KATRINA SORCE HERE?

BY THE INTERPRETER:

CAN YOU REPEAT THE QUESTION, PLEASE.

DIRECT EXAMINATION RESUMED BY MR. CANTY:

Q. YOU DO NOT KNOW KATRINA SORCE, WHO IS SITTING HERE, DO YOU?

A. YES.

Q. AND DOES SHE WORK FOR THE COMPANY AS WELL?

A. NO.

Q. AND DO YOU KNOW CARLO SORCE?

A. YES.

Q. AND DOES HE WORK FOR THE COMPANY?

A. SOMETIMES.

Q. WHEN YOU HAD YOUR ACCIDENT, TELL THE COMMISSION WHAT OTHER EMPLOYEES WERE PRESENT.

BY MR. McCANTS:

OBJECTION. THAT'S ASKING FOR A LEGAL CONCLUSION AS FAR AS THIS MATTER.

BY THE COMMISSIONER:

SUSTAINED. COULD YOU REPHRASE THE QUESTION WITHOUT USING THE TERM EMPLOYEE?

DIRECT EXAMINATION RESUMED BY MR. CANTY:

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Q. AT THE TIME OF YOUR ACCIDENT, WHAT OTHER PEOPLE WHO
REGULARLY APPEARED TO DO WORK AT GINO'S PIZZA WERE
PRESENT?

BY MR. McCANTS:

IS THAT ON THE DAY OF THE ACCIDENT, DAVID; THE
DAY OF THE EVENT?

BY MR. CANTY:

YES.

BY MR. McCANTS:

THANK YOU.

WITNESS ANSWERS:

A. ESWIN, ERNESTO, CARLOS, FRANCHESCO, AND ME.

BY MR. CANTY:

YOUR HONOR, THAT'S ALL I HAVE FOR THIS WITNESS.
AGAIN, WE WOULD RELY ON THE UCE-120s AS WELL AS THE
DEPOSITION TESTIMONY OF THE EMPLOYER.

BY THE COMMISSIONER:

AND I'M GOING TO ASK THE CLAIMANT TO REPEAT THE
FIRST NAME HE LISTED OFF AS PRESENT ON THE DATE OF
HIS INJURY, THE FIRST PERSON HE LISTED. WHO WAS THE
FIRST PERSON THE CLAIMANT JUST LISTED THAT WAS
PRESENT ON THE DATE HE WAS INJURED?

BY THE WITNESS:

ESWIN.

BY THE COMMISSIONER:

1 THANK YOU.

2 BY MR. CANTY:

3 AND JUST BY WAY OF CLARIFICATION, HE IS ESVIN
4 AND ESWIN IS ANOTHER PERSON.

5 BY MR. McCANTS:

6 COULD YOU SPELL ESWIN? I WROTE EDWIN.

7 BY THE COMMISSIONER:

8 I WROTE EDWIN, TOO.

9 BY MR. McCANTS:

10 HOW DO YOU SPELL THE NAME OF THAT FIRST
11 INDIVIDUAL?

12 BY MR. CANTY:

13 PLEASE ASK HIM.

14 BY MR. McCANTS:

15 THANK YOU.

16 WITNESS ANSWERS:

17 A. E-S-W-I-N.

18 BY MR. McCANTS:

19 THANK YOU.

20 BY MR. McCANTS:

21 COMMISSIONER, MAY I JUST ASK FOR A SPELLING OF
22 THE SECOND ONE, HERNANDEZ. I THINK I GOT IT.

23 BY THE COMMISSIONER:

24 ERNESTO HERNANDEZ?

25 BY MR. CANTY:

ERNESTO.

BY MR. McCANTS:

ERNESTO.

BY THE INTERPRETER:

ERNESTO, E-R- ---

BY MR. McCANTS:

NO; HERNANDEZ. I'M SORRY. HOW ARE YOU
SPELLING THE LAST NAME?

BY THE INTERPRETER:

THE LAST NAME, HERNANDEZ?

BY MR. McCANTS:

IF THAT'S WHAT HE SAID.

BY THE INTERPRETER:

OKAY. H-E-R-N-A-N-D-E AND NORMALLY IT'S "Z" AT
THE END. SOMETIMES THEY USE "S."

BY MR. McCANTS:

THANK YOU.

BY THE COMMISSIONER:

OKAY. MR. McCOY.

BY MR. McCOY:

JUST A FEW.

BY THE COMMISSIONER:

OKAY.

CROSS EXAMINATION BY MR. McCOY:

Q. MR. PEREZ, HOW ARE YOU?

1 A. HOW ARE YOU?

2 Q. MY NAME IS DAN McCOY.

3 A. NICE TO MEET YOU.

4 Q. NICE TO MEET YOU. I'M THE ATTORNEY FOR THE
5 EMPLOYER, GINO'S THE KING OF PIZZA, LLC.

6 **BY THE INTERPRETER:**

7 SO, GINO'S PIZZA ---

8 **BY MR. McCOY:**

9 GINO'S THE KING OF PIZZA, LLC.

10 **BY THE COMMISSIONER:**

11 I'M GOING TO STOP YOU. MA'AM, HE SAID GINO'S
12 THE KING OF PIZZA, LLC.

13 **BY THE INTERPRETER:**

14 GINO THE KING OF PIZZA, L --- IS IT L-L-C OR L-
15 O-C?

16 **BY THE COMMISSIONER:**

17 L-L.

18 **BY THE INTERPRETER:**

19 OKAY.

20 **BY THE INTERPRETER:**

21 GINO'S THE KING OF PIZZA, LLC. THANK YOU.

22 **CROSS EXAMINATION RESUMED BY MR. McCOY:**

23 Q. JUST A FEW QUESTIONS TO FOLLOW UP ON SOME OF THE
24 RESPONSES THAT YOU GAVE A LITTLE BIT EARLIER; IS
25 THAT OKAY?

A. YES.

Q. YOU GAVE TESTIMONY EARLIER ON WORKERS THAT YOU BELIEVE TO HAVE BEEN EMPLOYED BY GINO'S THE KING OF PIZZA, LLC; IS THAT CORRECT?

A. YES.

Q. AND YOU TESTIFIED THAT YOU WORKED THERE FIVE DAYS A WEEK; IS THAT CORRECT?

A. YES.

Q. SO YOU WORKED THERE FIVE DAYS A WEEK EVERY WEEK IN 2013?

A. YES.

Q. BECAUSE WHEN YOU FIRST RESPONDED IN ENGLISH TO THE QUESTION ON HOW MANY DAYS YOU WORKED THERE, YOU SAID FOUR OR FIVE; ISN'T THAT CORRECT?

A. YES.

Q. SO THERE ARE SOME WEEKS THAT YOU WORK LESS THAN FIVE DAYS A WEEK; ISN'T THAT RIGHT?

A. YES.

Q. AND JUST TO CLARIFY MY QUESTIONS, WHEN I'M TALKING ABOUT YOU WORKING, I'M TALKING ABOUT ONLY IN 2013; DO YOU UNDERSTAND?

A. YES.

Q. OKAY. SO SOME WEEKS YOU WORKED ONLY FOUR DAYS IN 2013; ISN'T THAT CORRECT?

A. YES.

1 Q. AND AS A MATTER OF FACT, THERE WERE SOME WEEKS THAT
2 YOU ONLY WORKED THREE DAYS A WEEK; ISN'T THAT
3 CORRECT?

4 A. NO.

5 Q. WERE THERE ANY WEEKS THAT YOU DID NOT WORK AT ALL IN
6 A WEEK DURING 2013?

7 A. CAN YOU REPEAT THE QUESTION.

8 Q. SURE. WHILE YOU WERE WORKING FOR GINO'S THE KING OF
9 PIZZA, LLC, IN 2013, WERE THERE ANY WEEKS THAT YOU
10 DID NOT WORK?

11 A. THAT IS NOT CORRECT.

12 Q. SO YOU DID NOT TAKE ANY SICK DAYS IN 2013; IS THAT
13 CORRECT?

14 A. WHEN I HAD THE ACCIDENT, YES.

15 Q. PRIOR TO THE ACCIDENT?

16 A. YES.

17 Q. SO, THERE WERE WEEKS PRIOR TO THE ACCIDENT THAT YOU
18 DID NOT WORK; IS THAT CORRECT?

19 A. NO.

20 Q. OKAY. I'M GETTING CONFUSED BY YOUR TESTIMONY, AND
21 IT MAY BE A TRANSLATION ISSUE. IS IT YOUR TESTIMONY
22 THAT THERE WERE NO WEEKS IN 2013 THAT YOU WORKED
23 LESS THAN FOUR DAYS?

24 A. YES, THERE WERE WEEKS THAT I WORK FOUR DAYS.

25 Q. BUT YOU NEVER WORKED LESS THAN FOUR DAYS A WEEK; IS

1 THAT CORRECT?

2 A. SOMETIMES.

3 Q. SO THERE WERE SOME WEEKS THAT YOU WORKED LESS THAN
4 FOUR DAYS. SO WHEN I ASKED YOU -- THIS MAY BE A
5 LITTLE MUCH; I APOLOGIZE. WHEN I ASKED YOU IF YOU
6 WORKED THREE DAYS AND YOU SAID NO, THAT WAS NOT
7 CORRECT, IS THAT RIGHT?

8 A. SOMETIMES I USED TO GET THERE FIVE MINUTES LATE, AND
9 IF IT WASN'T NANCY IT WAS FRANCHESCO THAT THEY WOULD
10 TELL ME TO GO BACK.

11 Q. SO, YES, THERE WERE WEEKS THAT YOU ONLY WORKED THREE
12 DAYS IN 2013; IS THAT CORRECT?

13 A. YES.

14 Q. AND THERE WERE ALSO WEEKS THAT YOU ONLY WORKED TWO
15 DAYS IN A WEEK IN 2013; ISN'T THAT CORRECT?

16 A. NO.

17 Q. SO IT'S YOUR TESTIMONY NOW THAT YOU WORKED AT LEAST
18 THREE DAYS A WEEK IN 2013; ISN'T THAT RIGHT?

19 A. YES.

20 Q. DID YOU EVER WORK LESS THAN THREE DAYS A WEEK IN
21 2013 FOR ANY REASON, WHETHER YOU WERE SICK, WHETHER
22 YOU WERE SENT HOME, WHETHER YOUR CAR BROKE DOWN, ANY
23 REASON AT ALL?

24 A. YES.

25 Q. SO THERE ARE WEEKS IN 2013 THAT YOU MAY HAVE ONLY

1 WORKED TWO DAYS A WEEK; ISN'T THAT RIGHT?

2 A. YES.

3 Q. AND AS A MATTER OF FACT, THERE ARE SOME WEEKS IN
4 2013 THAT YOU ONLY WORKED ONE DAY; ISN'T THAT
5 CORRECT?

6 A. NO.

7 Q. SO THERE WAS NEVER A WEEK IN 2013 WHERE YOU WORKED
8 LESS THAN TWO DAYS A WEEK FOR ANY REASON; YOU GOT
9 SICK, YOU GOT INJURED, CAR BROKE DOWN, ANY REASON AT
10 ALL; IS THAT YOUR TESTIMONY?

11 A. NO.

12 Q. SO WHEN YOU TESTIFIED EARLIER WHEN MR. CANTY WAS
13 ASKING YOU HOW MANY DAYS A WEEK YOU WORKED AND YOU
14 SAID FIVE, THAT WAS NOT CORRECT?

15 A. BEFORE THE ACCIDENT, YES, I WAS WORKING FIVE DAYS,
16 BUT THEN AFTER THE ACCIDENT THEY WERE ANGRY WITH ME
17 BECAUSE I GOT AN ATTORNEY.

18 Q. BUT YOU JUST TESTIFIED THAT THERE WERE WEEKS IN 2013
19 WHERE YOU WORKED ONLY TWO OR THREE DAYS A WEEK,
20 DIDN'T YOU?

21 A. YES.

22 Q. AND THOSE WEEKS OCCURRED BEFORE THE ACCIDENT, DIDN'T
23 THEY?

24 A. WOULD YOU REPEAT THAT AGAIN, PLEASE.

25 Q. THE WEEKS THAT YOU WORKED THAT WERE LESS THAN FIVE

1 DAYS A WEEK IN 2013 OCCURRED PRIOR TO THE ACCIDENT,
2 DIDN'T THEY?

3 A. NO.

4 Q. SO YOU DIDN'T SHOW UP LATE AND GET SENT HOME PRIOR
5 TO THE ACCIDENT; IS THAT YOUR TESTIMONY?

6 A. YES, I HAD PAIN IN MY HANDS, AND I HAD TO ASK FOR
7 TIME OFF.

8 Q. PRIOR TO THE ACCIDENT; ISN'T THAT RIGHT?

9 A. YES.

10 Q. SO YOUR TESTIMONY EARLIER THAT YOU WORKED THREE DAYS
11 A WEEK SOME WEEKS, FOUR DAYS A WEEK SOME WEEKS, AND
12 EVEN TWO DAYS A WEEK SOME WEEKS WERE WEEKS PRIOR TO
13 THE ACCIDENT, FOR WHATEVER REASON; ISN'T THAT RIGHT?

14 A. YES.

15 Q. OKAY. AFTER THE ACCIDENT, DID YOU WORK AT ALL IN
16 2013?

17 A. ONE MONTH AFTER THE ACCIDENT.

18 Q. SO EARLIER WHEN YOU WERE GIVING TESTIMONY RELATED TO
19 THE WORK SCHEDULES OF OTHER PEOPLE, YOU ACTUALLY
20 DON'T KNOW THEIR WORK SCHEDULES BECAUSE THERE WERE
21 DAYS THAT YOU WERE NOT THERE IN 2013 PRIOR TO THE
22 ACCIDENT; ISN'T THAT CORRECT?

23 A. EVERY DAY THE SCHEDULE IS FROM ELEVEN IN THE MORNING
24 'TIL TEN P.M. AND THEN SUNDAYS FROM TWELVE TO TEN
25 P.M.

1 Q. EARLIER YOU TESTIFIED ABOUT EDWIN MOLINA; IS THAT
2 CORRECT?

3 A. YES.

4 Q. AND YOU SAID THAT HE WORKED FOR GINO'S PIZZA FOR
5 THREE OUT OF THE FIVE YEARS THAT YOU WORKED THERE;
6 IS THAT CORRECT?

7 A. MM-HMM.

8 Q. IS THAT A YES?

9 A. CAN HE REPEAT THE QUESTION, PLEASE.

10 Q. HOW DO YOU KNOW HOW MANY DAYS EDWIN MOLINA WORKED?

11 A. BECAUSE WE TALK AMONG EACH OTHER.

12 Q. SO YOU KNOW BECAUSE HE TOLD YOU THAT'S HOW MANY DAYS
13 HE WORKED; ISN'T THAT CORRECT?

14 A. AND HE ALSO WAS WORKING WITH ME.

15 Q. ONLY SOMETIMES; ISN'T THAT CORRECT?

16 A. YES.

17 Q. BUT HE DIDN'T WORK WITH YOU EVERY DAY; ISN'T THAT
18 CORRECT?

19 A. WE HAD DIFFERENT DAYS OF REST OR OFF.

20 Q. HOW DO YOU KNOW EDWIN MOLINA?

21 A. I MET HIM THROUGH HIS COUSIN. HE'S A COUSIN OF
22 ERNESTO.

23 Q. ERNESTO WHO?

24 A. HERNANDEZ.

25 Q. AND WHEN DID YOU MEET EDWIN FOR THE FIRST TIME?

- 1 A. BEFORE THAT HE WORKED WITH ME.
- 2 Q. HOW MANY YEARS HAD YOU BEEN WORKING FOR GINO'S PIZZA
- 3 WHEN EDWIN STARTED WORKING?
- 4 A. A YEAR AND A HALF TO TWO YEARS.
- 5 Q. AND HOW DO YOU KNOW ERNESTO HERNANDEZ?
- 6 A. BY MEANS OF AN UNCLE.
- 7 Q. AND YOU TESTIFIED EARLIER THAT ERNESTO ALSO WORKED
- 8 WITH YOU AT GINO'S PIZZA; IS THAT CORRECT?
- 9 A. YES.
- 10 Q. DID HE START WORKING FOR GINO'S PIZZA AT THE SAME
- 11 TIME YOU DID?
- 12 A. ONE MONTH OR TWO MONTHS BEFORE.
- 13 Q. SO HE STARTED AT GINO'S PIZZA BEFORE YOU DID?
- 14 A. YES.
- 15 Q. OKAY. AND HOW DO YOU KNOW HOW MANY DAYS A WEEK
- 16 ERNESTO WOULD WORK AT GINO'S PIZZA?
- 17 A. BECAUSE HE ALSO WAS WORKING WITH ME.
- 18 Q. AND HOW DO YOU KNOW CARLOS PEREZ-PEREZ?
- 19 A. BY MEANS OF HIS BROTHERS, THROUGH HIS BROTHERS.
- 20 Q. AND YOU TESTIFIED THAT CARLOS ALSO WORKED AT GINO'S
- 21 PIZZA WITH YOU; IS THAT CORRECT?
- 22 A. YES.
- 23 Q. DID CARLOS START WORKING AT GINO'S PIZZA THE SAME
- 24 YEAR YOU DID?
- 25 A. NO.

1 Q. HOW LONG AFTER YOU WERE WORKING THERE DID CARLOS
2 START WORKING?

3 A. ABOUT THREE OR FOUR YEARS FROM ME BEING THERE.

4 Q. THREE OR FOUR YEARS?

5 A. YES.

6 Q. IS CARLOS PEREZ-PEREZ STILL WORKING AT GINO'S PIZZA?

7 A. YES.

8 Q. AND YOU TESTIFIED THAT CARLOS WOULD WORK FIVE TO SIX
9 DAYS A WEEK; IS THAT CORRECT?

10 A. YES.

11 Q. BUT YOU WORKED FIVE DAYS OR LESS, SO YOU ACTUALLY
12 DON'T HAVE FIRSTHAND KNOWLEDGE THAT HE WAS WORKING
13 THERE, DO YOU?

14 A. YES.

15 Q. WHY DO YOU THINK HE WAS WORKING THERE SIX DAYS A
16 WEEK; DID HE TELL YOU THAT?

17 A. HE TOLD ME, AND I ALSO WILL SEE THAT OR REALIZE
18 THAT.

19 **BY THE INTERPRETER:**

20 THE INTERPRETER WAS NOT ABLE TO UNDERSTAND THE
21 ANSWER. CAN THE INTERPRETER ASK TO REPEAT?

22 **BY MR. McCOY:**

23 SURE.

24 **WITNESS RESUMES:**

25 A. I KNOW HE WILL HAVE MORE DAYS WORKING BECAUSE HE

1 USED TO RECEIVE LESS PAY AND I USED TO RECEIVE OR
2 GET MORE PAY.

3 CROSS EXAMINATION RESUMED BY MR. McCOY:

4 Q. DID HE TELL YOU HOW MUCH HE WAS GETTING PAID?

5 A. YES.

6 Q. SO THAT'S HOW YOU KNOW HOW MUCH HE WAS GETTING PAID?

7 A. BEFORE THEY STARTED TO PAY HIM 80; RIGHT NOW THEY
8 ARE PAYING HIM 100.

9 Q. BUT YOU ONLY KNOW THAT BECAUSE HE TOLD YOU THAT;
10 ISN'T THAT CORRECT?

11 A. YES.

12 Q. AND YOU TESTIFIED THAT YOU KNOW FRANCHESCO SORCE,
13 JR.; ISN'T THAT CORRECT?

14 A. YES.

15 Q. BUT YOU DON'T KNOW WHETHER HE'S GETTING PAID OR NOT,
16 DO YOU?

17 A. NO.

18 Q. DO YOU ACTUALLY KNOW WHO THE OWNERS OF GINO'S THE
19 KING OF PIZZA, LLC, ARE?

20 A. GINO AND NANCY.

21 Q. WHY DO YOU THINK THAT GINO AND NANCY ARE THE OWNERS?

22 A. GINO USED TO TELL ME HOW HE BOUGHT THE PIZZERIAS.
23 HE USED TO TELL ME EVERYTHING.

24 Q. YOU ARE NOT AWARE OF THE ACTUAL CORPORATE STRUCTURE
25 FORMATION OR WHO THE IDENTIFIED MEMBERS OF THE LLC

1 ARE, ARE YOU?

2 A. GINO TOLD ME THAT THE PIZZERIAS WERE IN NANCY'S
3 NAME.

4 Q. SO YOU'VE NEVER SEEN THE CORPORATE DOCUMENTS, HAVE
5 YOU?

6 A. NO.

7 Q. WAS GINO SORCE EVER ONSITE AT GINO'S PIZZA WITH YOU?

8 A. GINO WAS WITH ME APPROXIMATELY FOUR YEARS, BUT NOW
9 HE'S SICK SO NANCY AND FRANCESCO ARE WITH ME.

10 Q. WAS IT THE FIRST FOUR YEARS YOU WERE EMPLOYED THERE?

11 A. YES. THEN I WORKED SOME DAYS WITH NANCY AND
12 FRANCESCO.

13 Q. AND YOU DON'T KNOW WHETHER GINO GOT PAID, DO YOU?

14 A. NO.

15 Q. AND YOU DON'T KNOW WHETHER NANCY SORCE GOT PAID, DO
16 YOU?

17 A. NO.

18 Q. HOW DO YOU KNOW HIPOLITO RIVERA?

19 A. BECAUSE HE ALSO WORKED WITH ME.

20 Q. HOW LONG DID HE WORK WITH YOU?

21 A. ABOUT SEVEN MONTH.

22 Q. SO HIPOLITO WORKED FOR SEVEN MONTHS WITH YOU; IS
23 THAT CORRECT?

24 A. YES.

25 Q. WAS THAT AFTER THE ACCIDENT?

- 1 A. YES.
- 2 Q. AND HOW DO YOU KNOW ALAN?
- 3 A. BECAUSE THEY ARE FRIENDS WITH FRANCHESCO.
- 4 Q. AND HOW LONG DID ALAN WORK WITH YOU AT GINO'S PIZZA?
- 5 A. ABOUT TWO MONTH -- TWO MONTH OR THREE MONTH.
- 6 Q. WAS THAT AFTER THE ACCIDENT?
- 7 A. YES.
- 8 Q. AND HOW DO YOU KNOW CARLO SORCE?
- 9 A. BECAUSE HE IS THE SON OF GINO AND SOMETIMES HE COMES
- 10 TO WORK FROM NORTH MYRTLE BEACH.
- 11 Q. SO IT'S YOUR BELIEF THAT CARLO IS THE SON OF GINO?
- 12 A. YES. GINO TOLD ME THAT.
- 13 Q. AND YOU BELIEVE THAT CARLO LIVES IN NORTH MYRTLE
- 14 BEACH?
- 15 A. NO. HE LIVES IN NEW YORK.
- 16 Q. SO HOW DID HE COME FROM NEW YORK TO WORK WITH YOU AT
- 17 GINO'S PIZZA?
- 18 A. HE WORKS SOMETIMES WHEN HE COMES TO SEE HIS FATHER.
- 19 Q. SO IT'S YOUR TESTIMONY TODAY THAT HE FLIES FROM NEW
- 20 YORK AND WORKS WITH YOU AT GINO'S PIZZA?

21 **BY MR. CANTY:**

22 I'M GOING TO HAVE TO OBJECT TO THE FORM OF THAT

23 QUESTION, COMMISSIONER. I'VE BEEN INDULGING MR.

24 McCOY FOR A LONG TIME, AND THAT'S OVER THE LINE.

25 **BY MR. McCOY:**

1 I DON'T UNDERSTAND HOW -- HE TESTIFIED THAT HE
2 CAME FROM NORTH MYRTLE BEACH, AND THEN HE TESTIFIED
3 THAT HE WORKED IN NEW YORK. THEN HE TESTIFIED THAT
4 HE WOULD COME FROM NEW YORK SOMETIMES TO WORK WITH
5 HIM AT GINO'S PIZZA, AND I'M TRYING TO UNDERSTAND
6 BECAUSE HE'S ALL OVER THE BOARD WITH EVERYTHING, AND
7 I'M TRYING TO UNDERSTAND IF HE'S CONFUSED ABOUT
8 STUFF OR -- IF I NEED TO SAY IT A LITTLE BIT NICER
9 -- I'M JUST GETTING A LITTLE FRUSTRATED, BECAUSE HE
10 TESTIFIES THAT HE WORKS FOR FIVE DAYS, THEN HE GOES,
11 OH, FOUR DAYS; NO, NO LESS THAN THAT; OH, THREE
12 DAYS; NO, NO LESS THAN THAT; OKAY, TWO DAYS; NO LESS
13 THAN THAT. I'M GETTING FRUSTRATED, AND I'M SURE
14 THAT EVERYONE ELSE IS HERE, TOO. I'M JUST TRYING TO
15 FIGURE OUT IF HE'S ACTUALLY TESTIFYING TODAY UNDER
16 OATH IF CARLO SORCE, WHO HE TESTIFIED EARLIER IS AN
17 EMPLOYEE OF GINO'S PIZZA, WHO LIVES IN NEW YORK,
18 FLIES OR DRIVES FROM NEW YORK TO WORK AT GINO'S
19 PIZZA. I'M HAVING A TOUGH TIME BELIEVING THAT, AND
20 THIS IS HIS TESTIMONY RIGHT NOW.

21 **BY MR. CANTY:**

22 YOUR HONOR, I MAY BE MISTAKEN. WE CAN ASK THE
23 COURT REPORTER, BUT MY RECOLLECTION WAS THAT HE SAID
24 THAT HE KNEW WHO CARLO WAS. THEIR PAYROLL RECORDS
25 SHOW CARLO AS AN EMPLOYEE. I DON'T THINK HE

1 TESTIFIED THAT CARLO WAS AN EMPLOYEE.

2 **BY THE COMMISSIONER:**

3 HE JUST SAID HE ONLY WORKS SOMETIMES.

4 **BY MR. McCOY:**

5 AND HE SAID THAT HE COMES FROM NORTH MYRTLE
6 BEACH TO WORK THIS STORE. AND THEN I SAID, "HE
7 LIVES IN NORTH MYRTLE BEACH?" AND HE SAID, "NO, HE
8 LIVES IN NEW YORK." AND I SAID, "SO HE COMES FROM
9 NEW YORK TO WORK IN THE STORE?" HE SAID, "YES, WHEN
10 HE COMES TO VISIT." AND SO, MY QUESTION WAS -- I
11 JUST WANTED TO SEE IF IT WAS HIS UNDERSTANDING IF HE
12 FLIES FROM NEW YORK TO COME WORK IN THIS --
13 SPECIFICALLY TO COME WORK IN THE STORE. THAT'S ALL
14 I WAS TRYING TO GET AT.

15 **BY THE COMMISSIONER:**

16 I'M GOING TO SUSTAIN IT THEN. THAT CALLS FOR
17 SPECULATION. THAT PART OF IT DOES. I UNDERSTAND
18 THE POINT. HE DOESN'T KNOW.

19 **BY MR. McCOY:**

20 A LOT OF THIS CALLS FOR SPECULATION.

21 **CROSS EXAMINATION RESUMED BY MR. McCOY:**

22 Q. HOW MANY DAYS DID CARLO SORCE WORK WITH YOU IN 2013
23 AT GINO'S PIZZA?

24 A. NO, HE DID NOT WORK WITH ME. DURING THAT TIME HE
25 DID NOT WORK WITH ME.

- 1 Q. SO YOU DON'T ACTUALLY KNOW THAT CARLO WORKED AT
2 GINO'S PIZZA AT ALL, DO YOU?
- 3 A. I DID NOT UNDERSTAND. CAN HE REPEAT THE QUESTION.
- 4 Q. DO YOU BELIEVE THAT CARLO SORCE WORKED AT GINO'S
5 PIZZA ---
- 6 A. YES.
- 7 Q. --- WHILE HE LIVED IN NEW YORK?
- 8 A. CARLOS TOLD ME THAT HE WORKED WITH HIS DAD FOR ABOUT
9 FOUR YEARS AND THEN HE GOT BORED AND HE STOPPED
10 WORKING WITH HIM.
- 11 Q. HE TOLD YOU THAT HE WORKED WITH HIS DAD IN MYRTLE
12 BEACH?
- 13 A. NOT IN MYRTLE BEACH. GINO ALSO HAD PIZZERIAS IN NEW
14 YORK.
- 15 Q. SO IT'S YOUR UNDERSTANDING THAT CARLO SORCE WORKED
16 FOR GINO'S PIZZA IN NEW YORK?
- 17 A. YES, AND SOMETIMES HE USED TO COME TO WORK HERE,
18 SOMETIMES.
- 19 Q. BUT YOU NEVER SAW HIM WORKING AT GINO'S PIZZA HERE,
20 DID YOU?
- 21 A. YES.
- 22 Q. I THOUGHT YOU JUST TESTIFIED THAT CARLO NEVER WORKED
23 WITH YOU AT GINO'S PIZZA; IS THAT CORRECT?
- 24 A. THERE WAS A PROBLEM AT ONE TIME WHEN IMMIGRATION --
25 HE SAID THAT IMMIGRATION WAS COMING TO PICK UP THOSE

1 THAT DID NOT HAVE DOCUMENTATION, AND DURING THAT
2 TIME HE CAME AND WORKED INSTEAD OF THOSE THAT DIDN'T
3 HAVE PAPERS, COVER UP -- OR COVER THE JOB FOR THOSE
4 THAT DIDN'T HAVE PAPERS.

5 Q. WHEN WAS THAT?

6 A. IT'S BEEN ABOUT TWO YEARS.

7 Q. AND YOU DON'T KNOW WHETHER CARLO GOT PAID OR NOT, DO
8 YOU?

9 A. NO.

10 Q. WHO IS ESWIN?

11 A. IT'S THE ONE THAT WORK WITH GINO'S ALSO.

12 Q. WHAT IS ESWIN'S LAST NAME?

13 A. IT THINK IT'S ESWIN, ESWIN MOLINA; NO?

14 Q. SO, IS THERE AN EDWIN MOLINA AND AN ESWIN MOLINA, OR
15 DID I MISUNDERSTAND THINGS?

16 A. IT'S THE SAME PERSON.

17 Q. OKAY. AND YOU TESTIFIED EARLIER THAT CARLO -- IS IT
18 CARLO SORCE WAS THERE THE DAY OF THE ACCIDENT?

19 A. THERE ARE TWO CARLOS: CARLOS, GINO'S SON, AND
20 CARLOS THAT IS FROM GUATEMALA.

21 Q. AND WHICH CARLOS WAS THERE THE DAY OF THE ACCIDENT?

22 A. CARLOS PEREZ-PEREZ.

23 Q. OH, CARLOS. OKAY, SORRY. PEREZ-PEREZ, OKAY. SO,
24 JUST SO I'M CLEAR, THE DAY OF THE ACCIDENT EDWIN
25 MOLINA WAS THERE?

1 A. YES.

2 Q. ERNESTO HERNANDEZ WAS THERE?

3 A. YES.

4 Q. CARLOS PEREZ-PEREZ WAS THERE?

5 A. YES.

6 Q. FRANCHESCO SORCE, JR., WAS THERE?

7 A. YES.

8 Q. AND OBVIOUSLY YOURSELF?

9 A. YES.

10 **BY MR. McCOY:**

11 I THINK THAT'S ALL I HAVE. THANK YOU.

12 **BY THE COMMISSIONER:**

13 MR. McCANTS, ANYTHING FOR THE CLAIMANT?

14 **BY MR. McCANTS:**

15 NO QUESTIONS, COMMISSIONER.

16 **BY THE COMMISSIONER:**

17 OKAY, ALL RIGHT. MR. CANTY, ANY REDIRECT?

18 **BY MR. CANTY:**

19 VERY BRIEFLY, YOUR HONOR.

20 **REDIRECT EXAMINATION BY MR. CANTY:**

21 Q. THOSE DAYS WHEN YOU WORKED FOUR -- THOSE WEEKS WHEN
22 YOU WORKED FOUR DAYS YOU WOULD HAVE WORKED FORTY-
23 FOUR HOURS; IS THAT CORRECT?

24 A. YES.

25 Q. AND THE WEEKS YOU WORKED FIVE DAYS WOULD HAVE BEEN

1 55 HOURS?

2 A. YES.

3 Q. CAN YOU ESTIMATE FOR THE COMMISSION THE YEAR PRIOR
4 TO THE DATE OF YOUR ACCIDENT HOW MANY WEEKS YOU
5 WORKED LESS THAN FIVE DAYS -- LESS THAN FOUR DAYS?

6 BY THE INTERPRETER:

7 HOW MANY DAYS PER WEEK?

8 BY MR. CANTY:

9 IN THE YEAR PRECEDING THE ACCIDENT HOW MANY
10 WEEKS, APPROXIMATELY, DID HE WORK THREE DAYS OR
11 LESS?

12 WITNESS ANSWERS:

13 A. SOME -- SEVEN WEEKS.

14 REDIRECT EXAMINATION RESUMED BY MR. CANTY:

15 Q. OF THE 52?

16 A. YES.

17 Q. WAS THERE A SCHEDULE WHEN YOU WERE -- THAT SHOWED
18 THE DAYS YOU WERE SUPPOSED TO WORK?

19 A. I WAS SCHEDULED TO START WORKING FROM ELEVEN A.M. TO
20 TEN P.M.

21 Q. WAS THERE SOMEONE WHO DECIDED WHICH FIVE DAYS OF THE
22 WEEK YOU WOULD WORK EACH WEEK, AND IF SO WHO WAS
23 THAT PERSON?

24 A. BEFORE IT WAS GINO; AFTER THAT, FRANCESCO AND
25 NANCY.

1 Q. AND WHERE WERE THE SCHEDULES KEPT?

2 A. IN THE OFFICE.

3 Q. DID YOU EVER SEE CARLOS PEREZ-PEREZ GETTING PAID?

4 A. YES.

5 **BY MR. CANTY:**

6 YOUR HONOR, I DON'T KNOW THAT IT'S NECESSARY TO
7 GO INTO THESE K-1s WITH REGARD TO HIPOLITO. THEY
8 SHOW THE THREE QUARTERS PRECEDING THE DATE OF THE
9 ACCIDENT HIM GETTING PAID, SHOW CARLO GETTING PAID
10 THE THREE QUARTERS PRECEDING THE DATE OF THE
11 ACCIDENT. I DON'T KNOW IF I NEED TO GO INTO THAT
12 WITH HIM.

13 **BY THE COMMISSIONER:**

14 WELL, I DON'T THINK HE CAN TESTIFY TO THAT
15 ANYWAY.

16 **BY MR. CANTY:**

17 HE ASKED HIM, "DID CARLO GET PAID?" AND HE
18 SAYS, "I DON'T KNOW." THEY SAY HE GOT PAID. I JUST
19 WANTED TO CLARIFY THAT AND TRY TO ABBREVIATE THE
20 PROCEEDINGS.

21 **REDIRECT EXAMINATION RESUMED BY MR. CANTY:**

22 Q. IF THE PAYROLL RECORDS SHOW THAT HIPOLITO WORKED FOR
23 YOU, OR WITH YOU, THE NINE MONTHS PRECEDING YOUR
24 ACCIDENT, WOULD THAT SEEM ACCURATE TO YOU?

25 **BY MR. McCOY:**

1 I'M GOING TO OBJECT TO ANY REFERENCE TO HIM
2 UNDERSTANDING THE PAYROLL RECORDS.

3 BY THE COMMISSIONER:

4 SUSTAINED. I DON'T THINK HE CAN TESTIFY TO
5 THAT. HE TESTIFIED TO WHAT HE COULD TESTIFY TO FOR
6 HIS PERSONAL KNOWLEDGE.

7 REDIRECT EXAMINATION RESUMED BY MR. CANTY:

8 Q. DO YOU HAVE PERSONAL KNOWLEDGE OF WHETHER OR NOT
9 THERE ARE UNDOCUMENTED ALIENS WORKING FOR GINO'S IN
10 NORTH MYRTLE BEACH AND GINO'S IN THE OTHER
11 LOCATIONS?

12 BY MR. McCOY:

13 I'M GOING TO OBJECT TO ANY TALK ABOUT THE OTHER
14 LOCATIONS.

15 BY THE COMMISSIONER:

16 SUSTAINED.

17 BY MR. McCOY:

18 I'M ALSO GOING TO OBJECT BASED ON THE RELEVANCE
19 OF DOCUMENTED OR UNDOCUMENTED WORKERS WORKING AT
20 ALL.

21 BY MR. CANTY:

22 CAN WE MAKE A PROFFER FOR THE RECORD?

23 BY THE COMMISSIONER:

24 SURE.

25 BY MR. CANTY:

1 THANK YOU.

2 **REDIRECT EXAMINATION RESUMED BY MR. CANTY:**

3 Q. TO YOUR KNOWLEDGE, ARE THERE UNDOCUMENTED FOREIGN
4 WORKERS EMPLOYED BY GINO'S?

5 A. YES.

6 Q. AND ARE THEY THE ONES THAT GET PAID IN CASH?

7 A. YES.

8 **BY MR. CANTY:**

9 I THINK THAT'S ALL I HAVE.

10 **BY MR. McCOY:**

11 THAT'S ALL I HAVE.

12 **BY THE COMMISSIONER:**

13 ALL RIGHT. THE CLAIMANT IS EXCUSED FROM
14 TESTIMONY. ANY OTHER WITNESSES ON BEHALF OF THE
15 CLAIMANT?

16 **BY MR. CANTY:**

17 NO, YOUR HONOR.

18 (OFF THE RECORD)

19 **BY MR. McCOY:**

20 COMMISSIONER, WE'D LIKE TO CALL KATRINA SORCE
21 AS THE CORPORATE REPRESENTATIVE, THE 30(b)(6)
22 REPRESENTATIVE OF GINO'S THE KING OF PIZZA, LLC.

23 **BY THE COMMISSIONER:**

24 OKAY. MS. SORCE, WILL YOU PLEASE SPELL YOUR
25 LAST NAME FOR THE COURT REPORTER, PLEASE.

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BY THE WITNESS:

S-O-R-C-E.

BY THE COMMISSIONER:

IS THAT KATRINA WITH A "C" OR A "K"?

BY THE WITNESS:

WITH A "K."

BY THE COMMISSIONER:

ALL RIGHT. MADAM COURT REPORTER, WILL YOU
PLEASE SWEAR THE WITNESS.

BY THE COURT REPORTER:

MA'AM, IF YOU WOULD RAISE YOUR RIGHT HAND,
PLEASE.

* * * * *

THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
MATTER HEREIN:

KATRINA SORCE,

BEING FIRST DULY SWORN, TESTIFIED ON HER OATH AS
FOLLOWS:

BY MR. McCOY:

COMMISSIONER, AS WE DISCUSSED EARLIER WITH THIS
HEARING ONLY DEALING WITH THE JURISDICTIONAL ISSUE,
I'M GOING TO REFRAIN FROM TALKING ABOUT PAYMENT AT
THIS POINT FOR FEAR OF CONVOLUTING THE RECORD. I
THINK THAT THE LAST ONE GETTING INTO ALL THE PAYMENT

1 WAS WHAT I WAS TALKING ABOUT EARLIER. SO I'M
2 REFRAINING FROM THAT. I JUST DON'T WANT THAT TO --
3 I DON'T WANT MR. CANTY TO TRY TO GO INTO IT AND IT
4 BE USED AS I DIDN'T PRESENT SOMETHING IN THE
5 HEARING.

6 **BY THE COMMISSIONER:**

7 OKAY, VERY GOOD.

8 **DIRECT EXAMINATION BY MR. McCOY:**

9 Q. KATRINA, HOW ARE YOU?

10 A. GOOD.

11 Q. TODAY YOU ARE HERE ON BEHALF OF GINO'S THE KING OF
12 PIZZA, LLC; IS THAT CORRECT?

13 A. YES.

14 Q. OKAY. AND YOU ARE HERE TO TESTIFY AS TO THE
15 KNOWLEDGE AND BUSINESS PRACTICES AND RECORDS OF
16 GINO'S THE KING OF PIZZA, LLC; IS THAT CORRECT?

17 A. YES.

18 Q. ARE YOU HERE TO TESTIFY -- IN PREPARATION FOR YOUR
19 TESTIMONY, DID YOU BECOME FULLY KNOWLEDGEABLE OF
20 EVERYTHING YOU WILL NEED, DOCUMENTS, TALKING TO
21 PEOPLE, WHATEVER, IN ORDER TO TESTIFY AS TO THE
22 KNOWLEDGE OF THE CORPORATION?

23 A. YES.

24 Q. ARE YOU AWARE OF WHO THE MEMBERS OF GINO'S THE KING
25 OF PIZZA, LLC, ARE?

1 A. YES.

2 Q. AND WHO ARE THEY?

3 A. NANCY SORCE AND FRANCESCO SORCE, JR.

4 Q. OKAY. ARE YOU AWARE OF THE LOCATION OWNED AND
5 OPERATED BY GINO'S THE KING OF PIZZA, LLC?

6 A. YES.

7 Q. AND WHAT IS THAT LOCATION?

8 A. IT'S THE NORTH MYRTLE BEACH LOCATION.

9 Q. DO YOU KNOW THE ADDRESS OFF THE TOP OF YOUR HEAD?

10 A. YES, 532 HIGHWAY 17 NORTH.

11 Q. OKAY. DOES GINO'S THE KING OF PIZZA, LLC, OWN AND
12 OPERATE ANY OTHER LOCATIONS?

13 A. NO.

14 Q. DOES GINO'S THE KING OF PIZZA, LLC, MAINTAIN
15 BUSINESS RECORDS FOR ANY OTHER LOCATIONS OR
16 CORPORATIONS?

17 A. NO.

18 Q. SO GINO'S THE KING OF PIZZA, LLC, WHICH FOR THE
19 RECORD NOW I'LL REFER TO SOLELY AS GINO'S PIZZA --
20 SO GINO'S PIZZA ONLY DOES BUSINESS ON BEHALF OF THE
21 ONE LOCATION THAT YOU JUST MENTIONED?

22 A. YES.

23 Q. OKAY. MR. CANTY, DURING THE EXAMINATION OF THE
24 CLAIMANT IN THIS, SPOKE ABOUT YOUR TESTIMONY FROM
25 YOUR DEPOSITION; DO YOU RECALL YOUR DEPOSITION?

1 A. YES.

2 Q. IN YOUR DEPOSITION YOU NAMED SIX PEOPLE AS BEING --
3 AS HAVING PERFORMED THE WORK WITH GINO'S THE KING OF
4 PIZZA, LLC, IN 2013; DO YOU RECALL THAT?

5 A. YES.

6 Q. DO YOU REMEMBER WHO THOSE PEOPLE WERE?

7 A. NANCY, FRANCHESCO, EDWIN, ERNESTO, AND HIPOLITO.

8 Q. OKAY. AND YOU TESTIFIED THAT NANCY IS A MEMBER OF
9 THE LLC; IS THAT CORRECT?

10 A. YES.

11 Q. AND FRANCHESCO IS ALSO A MEMBER OF THE LLC; IS THAT
12 CORRECT?

13 A. YES.

14 Q. AND WHO IS HIPOLITO?

15 A. HE'S MY BROTHER.

16 Q. OKAY. AND WHAT IS HIS EMPLOYMENT OR WORK
17 INVOLVEMENT WITH GINO'S PIZZA?

18 A. IT'S VERY RANDOM.

19 Q. IN 2013, HOW MANY DAYS DURING THAT ENTIRE YEAR DID
20 HIPOLITO WORK?

21 A. FIVE OR SIX PROBABLY.

22 Q. SO, FIVE OR SIX FOR THE ENTIRE YEAR?

23 A. FOR THE YEAR, YES.

24 Q. OKAY. AND SO HIPOLITO WAS JUST USED ON A LIMITED
25 BASIS; IS THAT CORRECT?

1 A. YES.

2 Q. AND IS HE EVER ON THE SCHEDULE TO COME IN, OR IS IT
3 JUST WHEN YOU GUYS CALL HIM?

4 A. WHEN WE CALL HIM OR IF HE'S OFF HE'LL ASK IF WE NEED
5 HIM.

6 Q. SO, JUST RANDOMLY?

7 A. RIGHT.

8 **BY MR. CANTY:**

9 YOUR HONOR, I UNDERSTAND THAT IT'S 5:00 AND WE
10 WANT TO EXPEDITE THIS PROCESS, BUT AT SOME POINT I
11 HAVE TO CALL MR. McCOY FOR LEADING THIS WITNESS.
12 HE'S TESTIFYING AND ASKING HER TO SUBSCRIBE TO IT.

13 **BY THE COMMISSIONER:**

14 SUSTAINED.

15 **BY MR. McCOY:**

16 I THOUGHT IT WOULD BE A LITTLE LEEWAY SEEING
17 THAT I DIDN'T DO THAT ONE TIME WITH HIM, BUT I'LL BE
18 GLAD TO ASK. I WAS TRYING TO EXPEDITE IT, BUT I
19 THOUGHT WE WERE GIVING EACH OTHER A LITTLE LEEWAY ON
20 THAT. I APPRECIATE THAT, MR. CANTY, BUT THAT'S
21 OKAY.

22 **DIRECT EXAMINATION RESUMED BY MR. McCOY:**

23 Q. AND EDWIN ALSO WAS WORKING IN 2013; IS THAT CORRECT?

24 A. YES.

25 Q. HOW OFTEN -- WHAT WAS EDWIN'S WORK RELATIONSHIP LIKE

1 WITH GINO'S PIZZA?

2 A. IT WAS SPORADIC; IT WASN'T CONSISTENT.

3 Q. WAS HE EVER ON THE SCHEDULE TO WORK?

4 A. NO.

5 Q. HOW WOULD HE COME TO START A DAY WORKING AT GINO'S
6 PIZZA?

7 A. FROM MY UNDERSTANDING, HE WOULD CALL IN, SEE IF WE
8 NEEDED SOME HELP, OR COME INTO THE STORE SOMETIMES.

9 Q. OKAY. AND YOU HEARD THE TESTIMONY -- HOW MANY DAYS
10 IN 2013 WOULD YOU ESTIMATE THAT EDWIN WORKED AT
11 GINO'S PIZZA?

12 A. I'M NOT A HUNDRED PERCENT SURE.

13 Q. WHY ARE YOU NOT SURE?

14 A. 'CAUSE THERE'S NO SPECIFIC WRITTEN SCHEDULE OR
15 ANYTHING LIKE THAT, SO I CAN'T SAY.

16 Q. OKAY. DO YOU KNOW WHO ERNESTO HERNANDEZ IS?

17 A. YES.

18 Q. AND WHO IS ERNESTO HERNANDEZ?

19 A. HE'S BEEN AT THE STORE BEFORE, TOO.

20 Q. AND DID ERNESTO HERNANDEZ PERFORM ANY WORK
21 ACTIVITIES AT THE STORE IN 2013?

22 A. YES.

23 Q. AND HOW OFTEN WOULD -- WHAT WAS THE WORK
24 RELATIONSHIP LIKE WITH ERNESTO DEALING WITH GINO'S
25 PIZZA?

- 1 A. I DON'T KNOW IF I COULD SAY CONSISTENT, BUT IT WAS
2 -- THEY WERE BOTH LIKE SIMILAR IN COMING IN WHEN
3 THEY WERE AVAILABLE, IF THEY WANTED TO SEE IF THERE
4 WAS SOMETHING THAT THEY COULD DO, OR WE WOULD CALL
5 AND SAY, "HEY, ARE YOU GUYS AVAILABLE TODAY? WE'RE
6 SLAMMED," OR SOMETHING LIKE THAT.
- 7 Q. GOING BACK TO EDWIN, WERE THERE EVER WEEKS WHERE
8 EDWIN DID NOT WORK?
- 9 A. YES, THERE WERE.
- 10 Q. WERE THERE EVER MONTHS WHERE EDWIN DID NOT WORK?
- 11 A. POSSIBLY.
- 12 Q. WERE THERE EVER WEEKS WHERE ERNESTO DID NOT WORK?
- 13 A. YES.
- 14 Q. WERE THERE EVER MONTHS WHERE ERNESTO DID NOT WORK?
- 15 A. POSSIBLY, YES.
- 16 Q. WAS ERNESTO EVER SCHEDULED BY ANYONE TO COME IN AND
17 WORK FOR ANY REASON IN 2013?
- 18 A. THERE IS NO WRITTEN SCHEDULE.
- 19 Q. SO HOW WOULD HE END UP WORKING AT GINO'S PIZZA IN
20 2013?
- 21 A. I GUESS IF HE WANTED TO WORK AND IT WAS AVAILABLE.
- 22 Q. DO YOU KNOW CARLOS PEREZ-PEREZ?
- 23 A. NO, I'M NOT SURE WHO THAT IS.
- 24 Q. DID CARLOS PEREZ-PEREZ EVER PERFORM ANY WORK FOR
25 GINO'S PIZZA IN 2013?

- 1 A. THAT, I DON'T KNOW.
- 2 Q. SO, AS THE REPRESENTATIVE OF GINO'S PIZZA TODAY, YOU
- 3 ARE UNAWARE OF HAVING CARLOS PEREZ-PEREZ WORK IN
- 4 GINO'S PIZZA IN 2013?
- 5 A. YES; I DON'T KNOW.
- 6 Q. AND WE TALKED ABOUT FRANCHESCO SORCE'S -- ALSO,
- 7 FRANCHESCO SORCE, WHAT IS HIS WORKING RELATIONSHIP
- 8 WITH GINO'S PIZZA?
- 9 A. HE IS PART OWNER OF THE LLC AND ALSO WORKS THERE.
- 10 Q. OKAY. AND HOW ABOUT GINO SORCE?
- 11 A. HE DOES NOT WORK THERE.
- 12 Q. IN 2013 DID HE WORK THERE?
- 13 A. NO.
- 14 Q. OKAY. HAS HE EVER WORKED AT GINO'S PIZZA?
- 15 A. NOT WORKED; HE WOULD LIKE GO INTO THE STORE AND SAY
- 16 HI TO THE CUSTOMERS. HE WAS MORE THE FACE OF THE
- 17 STORE.
- 18 Q. OKAY. DID HE EVER COLLECT A PAYCHECK IN 2013 FROM
- 19 GINO'S PIZZA?
- 20 A. NO.
- 21 Q. OKAY. AND WHAT IS NANCY SORCE'S RELATIONSHIP WORK-
- 22 WISE WITH GINO'S PIZZA?
- 23 A. SHE -- SHE ALSO WORKS AT THE STORE. SHE DOES
- 24 CASHIER, AND SHE'S ALSO PART OWNER OF THE STORE.
- 25 SHE DOES A COUPLE OF OTHER THINGS IN THE STORE AS

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WELL.

Q. SO IN 2013 SHE WAS A MEMBER OF THE LLC?

A. YES.

Q. AND DO YOU KNOW HIPOLITO RIVERA; IS IT RIVERA?

A. YES.

Q. AND HOW DO YOU KNOW HIPOLITO?

A. HE'S MY BROTHER.

Q. OKAY. AND HOW DO YOU KNOW FRANCHESCO SORCE?

A. FRANCHESCO IS MY HUSBAND.

Q. OKAY. AND HIPOLITO IS YOUR BROTHER. AND WHAT IS --

IN 2013 WHAT WAS HIPOLITO'S WORK RELATIONSHIP WITH
GINO'S PIZZA?

A. IT WAS VERY LIMITED IN THAT YEAR.

Q. OKAY. HOW MANY DAYS IN 2013 WOULD HIPOLITO HAVE
WORKED?

A. PROBABLY LIKE FIVE OR SIX.

Q. OKAY. I THINK WE TALKED ABOUT THAT; IN THE WHOLE
YEAR, RIGHT?

A. RIGHT.

Q. OKAY. AND DO YOU KNOW ALAN?

A. YES.

Q. YOU DO KNOW ALAN THAT WAS TESTIFIED ABOUT EARLIER BY
LEVIN?

A. RIGHT.

Q. AND HOW DO YOU KNOW ALAN?

1 A. HE'S A FRIEND OF MY HUSBAND'S.

2 Q. OKAY. AND DID ALAN WORK FOR GINO'S PIZZA IN 2013?

3 A. YES.

4 Q. WHAT WAS ALAN'S WORK RELATIONSHIP LIKE WITH GINO'S
5 PIZZA IN 2013?

6 A. IT WAS LIMITED. IT WAS MORE JUST TO HELP OUT MY
7 HUSBAND WHEN HE NEEDED IT.

8 Q. OKAY. DID ALAN RECEIVE A PAYCHECK ---

9 A. NO.

10 Q. --- FROM GINO'S PIZZA?

11 A. NO, HE DID NOT.

12 Q. OKAY. DID HE EXPECT TO RECEIVE A PAYCHECK FROM
13 GINO'S PIZZA?

14 A. NO, HE DID NOT.

15 Q. OKAY. WHY WAS HE HELPING YOUR HUSBAND? YOU SAID IT
16 WAS TO HELP YOUR HUSBAND.

17 **BY THE WITNESS:**

18 CAN I ASK A QUESTION?

19 **BY THE COMMISSIONER:**

20 NO.

21 **BY THE WITNESS:**

22 SORRY. NO; OKAY.

23 **BY THE COMMISSIONER:**

24 YOU HAVE TO ANSWER THE QUESTIONS HE ASKS.

25 **BY THE WITNESS:**

1 WHY DID HE -- CAN YOU REPEAT THE QUESTION,
2 PLEASE?

3 DIRECT EXAMINATION RESUMED BY MR. McCOY:

4 Q. YES. YOU SAID THAT ALAN WOULD COME IN TO HELP YOUR
5 HUSBAND?

6 A. RIGHT.

7 Q. WHY WAS HE NEEDED TO HELP YOUR HUSBAND?

8 A. BASICALLY, ALAN HAD LET MY HUSBAND KNOW THAT HE HAD
9 TAKEN SOME TIME OFF IN NEW YORK, AND HE WANTED TO
10 START LEARNING WHAT THIS BUSINESS WAS ABOUT, AND HE
11 OFFERED TIME THAT HE HAD TO BE WITH US AND LEARN,
12 LIKE, WHAT WE DO AS AN INTEREST.

13 Q. OKAY. I CAN'T REMEMBER IF WE TALKED ABOUT THIS.
14 DID ALAN GET PAID FOR THAT?

15 A. NO, HE DIDN'T.

16 Q. OKAY. AND KATRINA SORCE, THAT IS YOU?

17 A. CORRECT.

18 Q. OKAY. AND WHAT IS YOUR WORK RELATIONSHIP WITH
19 GINO'S PIZZA?

20 A. I JUST HELP OUT IN THE STORE. LIKE, NOT IN THE
21 STORE, BUT WITH SOME THINGS FOR THE STORE.

22 Q. AND YOU'RE THE WIFE OF ONE OF THE OWNERS?

23 A. CORRECT.

24 Q. AND DO YOU GET PAID?

25 A. NO.

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Q. OKAY. DO YOU EXPECT TO GET PAID?

A. NO.

Q. OKAY. AND CARLO SORCE, DO YOU KNOW HIM?

A. YES.

Q. AND HOW DO YOU KNOW HIM?

A. HE'S MY BROTHER-IN-LAW.

Q. OKAY. AND DOES CARLO SORCE -- DID CARLO SORCE WORK FOR GINO'S PIZZA IN 2013?

A. NO.

Q. HAS CARLO SORCE EVER WORKED FOR GINO'S PIZZA?

A. I THINK PRIOR TO THAT BUT NOT CONSISTENTLY.

Q. OKAY. AND WHERE DOES CARLO SORCE LIVE?

A. IN NEW YORK.

Q. HOW OFTEN DOES CARLO SORCE COME TO SOUTH CAROLINA TO VISIT?

A. MAYBE ONCE A YEAR.

Q. OKAY. AND IN 2013 DID CARLO SORCE EVER WORK IN THE STORE, IN GINO'S PIZZA?

A. NO.

Q. OKAY. ON A TYPICAL DAY, HOW MANY PEOPLE ARE NEEDED IN GINO'S PIZZA TO OPERATE IT?

A. TWO OR THREE.

Q. AND WHO ARE THE TWO REGULAR PEOPLE THAT ARE THERE?

A. NANCY AND FRANCHESCO.

Q. OKAY. AND IF A THIRD IS NEEDED, WHO WOULD TYPICALLY

Handwritten note:
PAID TO SORCE BY GINO'S PIZZA

- 1 BE THERE IN 2013?
- 2 A. IT WOULD EITHER BE EDWIN, ERNESTO MAYBE, OR IT
- 3 DEPENDS BECAUSE SOMETIMES LIKE THEY HAVE LIKE FAMILY
- 4 MEMBERS AND THEY'RE LIKE, OH, THEY NEED LIKE EXTRA
- 5 MONEY OR SOMETHING. OH, YEAH, THEY CAN COME IN AND
- 6 SEE IF THEY CAN HELP US OUT. IT'S LIKE VERY RANDOM.
- 7 Q. SO, EDWIN WOULD -- BUT ESVIN WORKED THERE?
- 8 A. OH, ESVIN WAS THERE, TOO, YES. I'M SORRY.
- 9 Q. AND HOW MANY DAYS A WEEK DID ESVIN WORK?
- 10 A. IT VARIED FROM TWO OR THREE OR FOUR OR FIVE
- 11 DEPENDING ON HOW BUSY IT WAS AT THE STORE.
- 12 Q. OKAY. WERE THERE EVER DAYS WHERE FOUR PEOPLE WERE
- 13 NEEDED TO RUN THE STORE?
- 14 A. I THINK IN THE SUMMER POSSIBLY.
- 15 Q. SO, ON TOP OF FRANCHESCO AND NANCY AND ESVIN BEING
- 16 THERE, THERE MAY HAVE BEEN ROOM FOR ONE OTHER PERSON
- 17 THERE AT SOME TIME?
- 18 A. RIGHT.
- 19 Q. IS THAT WHEN YOU WOULD CALL EDWIN, OR WHOEVER, TO
- 20 COME IN OR SEE IF THEY WOULD BE ABLE TO WORK?
- 21 A. YEAH, OR THEY WOULD WALK IN AND SEE THAT IT'S BUSY
- 22 AND SAY, LIKE, "DO YOU GUYS NEED US TO COME IN?"
- 23 Q. SO THEY WOULD JUST WALK IN IF IT WAS ---
- 24 A. LIKE THEY -- 'CAUSE THEY HAVE LIKE FAMILY LIKE BY
- 25 THE MEXICAN RESTAURANT UP THE BLOCK. THEY WERE

1 FRIENDS OR SOMETHING, AND THEY LIVE AROUND THERE, I
2 GUESS, AND THEY WOULD COME ON THEIR BIKE AND JUST
3 COME BY.

4 Q. SO THEY WOULD JUST STOP IN SOMETIMES AND ---

5 A. SOMETIMES, YEAH, AND EVEN ON THEIR -- LIKE, WHEN
6 THEY WEREN'T WORKING, LIKE, IT WOULD BE JUST RANDOM,
7 MAYBE LIKE WHAT ARE YOU DOING HERE? YEAH, SO
8 BASICALLY IT WAS THINGS LIKE THAT.

9 **BY MR. McCOY:**

10 THAT'S ALL I HAVE. THANK YOU.

11 **BY THE COMMISSIONER:**

12 MR. McCANTS?

13 **BY MR. McCANTS:**

14 NO QUESTIONS, -- YOUR HONOR.

15 **BY THE COMMISSIONER:**

16 OKAY. MR. CANTY?

17 **CROSS EXAMINATION BY MR. CANTY:**

18 Q. DID YOU PREPARE FOR YOUR DEPOSITION IN THE SAME
19 MANNER THAT YOU PREPARED FOR THIS HEARING?

20 **BY MR. McCOY:**

21 OBJECTION TO THAT QUESTION. I DON'T UNDERSTAND
22 THE RELEVANCE OF IT. I DON'T EVEN UNDERSTAND ---

23 **BY MR. CANTY:**

24 WHAT WAS THE BASIS FOR THE OBJECTION?

25 **BY MR. McCOY:**

1 BECAUSE YOU DIDN'T ASK HER A QUESTION IN
2 GENERAL, PERIOD. IT'S A VERY BROAD QUESTION, AND
3 IT'S ONE THAT IS SO VAGUE I CAN'T EVEN UNDERSTAND
4 WHAT HE'S ASKING.

5 **BY THE COMMISSIONER:**

6 TECHNICALY IT'S PROPER. I UNDERSTAND. SO,
7 OVERRULED.

8 **WITNESS ANSWERS:**

9 A. I DID NOT PREPARE.

10 **CROSS EXAMINATION RESUMED BY MR. CANTY:**

11 Q. YOU DID NOT PREPARE FOR THE DEPOSITION THE WAY YOU
12 PREPARED FOR THIS HEARING?

13 A. OH, NO, I PREPARED FOR THE DEPOSITION, BUT I DIDN'T
14 PREPARE FOR THE HEARING.

15 Q. I SEE. CARLO SORCE, YOUR TESTIMONY IS THAT HE
16 VIRTUALLY NEVER WORKED FOR GINO'S KING OF PIZZA,
17 LLC; IS THAT CORRECT?

18 A. IN 2013.

19 Q. AND DO YOU KNOW WHAT A UCE-120 IS?

20 A. NO, I'M NOT SURE OF THAT.

21 Q. YOU ARE THE BOOKKEEPER FOR GINO'S KING OF PIZZA?

22 A. ON SOME THINGS, NOT EVERYTHING.

23 Q. YOU ARE AWARE THAT EMPLOYERS IN SOUTH CAROLINA ARE
24 REQUIRED TO REPORT WAGES TO THE DEPARTMENT OF
25 EMPLOYMENT AND WORKFORCE, CORRECT?

- 1 A. YES.
- 2 Q. AND ARE YOU AWARE WHETHER OR NOT GINO'S THE KING OF
3 PIZZA, LLC, PREPARED FORM UCE-101s AND 120s FOR THE
4 DEPARTMENT OF EMPLOYMENT AND WORKFORCE FOR THE YEAR
5 ENDING JUNE 30TH, 2013?
- 6 A. NO, I AM NOT SURE.
- 7 Q. YOU'RE NOT SURE. OKAY. WITH REGARD TO CARLO SORCE,
8 IF THOSE DOCUMENTS REFLECTED THAT HE WAS PAID
9 \$12,400 DURING THOSE FOUR QUARTERS, DO I UNDERSTAND
10 YOUR TESTIMONY THAT EVEN THOUGH THAT WAS REPORTED AS
11 WAGES HE DIDN'T REALLY WORK THERE?
- 12 A. CORRECT.
- 13 Q. AND WITH REGARD TO EDWIN MOLINA, HOW LONG, TO THE
14 BEST OF YOUR KNOWLEDGE, DID HE WORK THERE AS OF MAY
15 22ND LAST YEAR?
- 16 A. MAY 22ND OF LAST YEAR? IT WAS VERY RANDOM. IT WAS
17 ALSO THE WINTER, SO IT'S SLOW, SO PROBABLY NOT TOO
18 OFTEN.
- 19 Q. DID HE WORK THERE?
- 20 A. YES.
- 21 Q. WAS HE PAID WAGES?
- 22 A. NOT WAGES.
- 23 Q. HE WAS NOT? WHAT WAS HE PAID?
- 24 A. I GUESS -- WELL, I GUESS IT IS WAGES. YES.
- 25 Q. AND YOUR FILINGS WITH THE DEPARTMENT OF EMPLOYMENT

1 AND WORKFORCE DON'T REFLECT ANY COMPENSATION
2 WHATSOEVER FOR HIM, DO THEY?

3 A. WELL, IT WASN'T OUR UNDERSTANDING THAT WE WERE
4 SUPPOSED TO PAY TAXES FOR THEM.

5 Q. LET ME REPEAT THE QUESTION. HE WAS PAID WAGES, AND
6 IT WAS NOT REPORTED TO THE DEPARTMENT OF EMPLOYMENT
7 AND WORKFORCE; ISN'T THAT CORRECT?

8 A. YES.

9 Q. IT WAS NOT REPORTED TO THE INTERNAL REVENUE SERVICE,
10 WAS IT?

11 A. NO.

12 Q. IT WAS NOT REPORTED TO THE SOUTH CAROLINA DEPARTMENT
13 OF REVENUE, WAS IT?

14 A. NO.

15 Q. AND THERE WAS NO MEDICAID OR SOCIAL SECURITY
16 WITHHOLDING FOR HIM, WAS THERE?

17 A. NO. BUT ISN'T THAT THEIR RESPONSIBILITY?

18 Q. AND THERE WAS NO EMPLOYER CONTRIBUTION OF MEDICARE
19 OR SOCIAL SECURITY FOR HIM, WAS THERE?

20 A. CORRECT.

21 Q. AND THE REASON THAT HE WAS PAID IN CASH AND YOU
22 DON'T HAVE ANY RECORD OF IT IS BECAUSE HE'S AN
23 ILLEGAL ALIEN; ISN'T THAT CORRECT?

24 A. I WAS UNAWARE THAT HE WAS.

25 Q. BUT YOU KNOW NOW, AND YOU'VE KNOWN FOR 90 DAYS, THAT

1 HE WAS?

2 A. CORRECT.

3 Q. AND HE STILL WORKS THERE, DOESN'T HE?

4 A. YES.

5 Q. AND WITH REGARD TO ERNESTO HERNANDEZ, EVERYTHING WE
6 JUST SAID ABOUT MR. MOLINA, THAT'S TRUE FOR HIM AS
7 WELL, ISN'T IT?

8 A. YES.

9 Q. WITH REGARD TO CARLOS PEREZ-PEREZ, EVERYTHING WE'VE
10 JUST SAID ABOUT MR. MOLINA IS TRUE ABOUT HIM AS
11 WELL, ISN'T IT?

12 A. I DON'T KNOW CARLOS PEREZ-PEREZ.

13 Q. YOU DON'T KNOW HIM?

14 A. NO, I'M NOT SURE WHO HE IS.

15 Q. OKAY. YOU'RE AWARE THAT THE LAW IN SOUTH CAROLINA
16 REQUIRES THAT WHEN YOU EMPLOY SOMEONE THAT YOU HAVE
17 TO GIVE THEM A WRITTEN NOTICE OF THE HOURS WORKED,
18 WHERE THEY ARE TO WORK, HOW MUCH THEY ARE TO BE
19 PAID, AND WHERE AND WHEN THEY GET PAID; ARE YOU
20 FAMILIAR WITH THAT LAW?

21 A. NO.

22 Q. ISN'T IT A FACT THAT NO SUCH NOTICE WAS PROVIDED TO
23 CARLO, TO EDWIN, TO ERNESTO, TO CARLOS, TO MY
24 CLIENT? NONE OF THOSE PEOPLE GOT THAT NOTICE; ISN'T
25 THAT CORRECT?

1 **BY MR. McCOY:**

2 COMMISSIONER, I'M GOING TO OBJECT TO THIS. THE
3 PURPOSE OF THIS WAS SPECIFICALLY IDENTIFIED TO BE
4 FOR EMPLOYMENT -- I MEAN, FOR JURISDICTIONAL
5 DETERMINATION.

6 **BY THE COMMISSIONER:**

7 WE'RE GETTING OUTSIDE THE SCOPE OF THE PURPOSE
8 OF THE HEARING TODAY. TRUTHFULLY BEFORE THIS
9 COMMISSION IT DOESN'T MATTER WHETHER THEY WERE
10 PROVIDED WITH PROPER NOTICE OR NOT. IT'S JUST A
11 MATTER OF WHETHER THEY WERE EMPLOYEES.

12 **BY MR. CANTY:**

13 YOUR HONOR, IF I MAY BRIEFLY ADDRESS THE RECORD
14 ON THAT, IT IS A QUESTION OF WHETHER OR NOT THEY
15 WERE EMPLOYEES. WE HAVE THE HEARD THE TESTIMONY OF
16 THE CLAIMANT. WE HAVE HEARD THE TESTIMONY OF THIS
17 YOUNG LADY THAT THIS WAS ALL VERY CASUAL AND THIS
18 WAS ALL VERY RANDOM. OBVIOUSLY OUR TESTIMONY IS
19 OTHERWISE. THE LAW REQUIRES THAT RECORDS BE KEPT.
20 THE RECORDS REQUIRED BY LAW WOULD RESOLVE THIS
21 ISSUE. I AM ATTEMPTING TO ELUCIDATE FROM THIS
22 CORPORATE WITNESS, 30(b)(6) WITNESS, THE FACT THAT
23 THIS EMPLOYER DID NOT MAINTAIN THOSE RECORDS, DID
24 NOT PROVIDE THOSE NOTICES. THAT IS RELEVANT TO THE
25 CREDIBILITY TO DECIDING WHO TO BELIEVE. THE FACT

1 THAT THESE PEOPLE HAVE EMPLOYEES OFF THE BOOKS THAT
2 THEY'RE PAYING CASH, THEY'RE NOT PAYING THEIR
3 WITHHOLDING, THAT IS ENTIRELY RELEVANT TO THE
4 QUESTION OF WHETHER OR NOT THIS COMMISSION HAS
5 JURISDICTION.

6 **BY MR. McCOY:**

7 YOUR HONOR, IT'S JUST AS RELEVANT AS HE'S AN
8 ILLEGAL AS WELL. AND HE, HIMSELF, TESTIFIED. IS HE
9 SAYING THAT BECAUSE THEY EMPLOYEE ILLEGALS THEY'RE
10 NOT CREDIBLE? WELL, HOW ABOUT AN ILLEGAL BEING HERE
11 ILLEGALLY? AND HIS CREDIBILITY HAS TO BE COMPLETELY
12 SMASHED.

13 **BY THE COMMISSIONER:**

14 THE ISSUE IS WHETHER A REGULARLY -- AND I THINK
15 WE'RE KIND OF LOSING TRACK OF REGULARLY, BECAUSE
16 IT'S MY UNDERSTANDING THAT THE WITNESS'S TESTIMONY,
17 AT LEAST ON DIRECT EXAMINATION, THAT IT WAS NOT
18 REGULAR. SO, WE'RE GOING TO MOVE INTO CROSS
19 EXAMINATION, BUT I THINK WE NEED TO ADDRESS WHETHER
20 THEY ARE REGULAR AND NOT WHETHER OR NOT THERE WERE
21 APPROPRIATE BUSINESS RECORDS KEPT. THAT'S NOT ONE
22 OF THE STANDARDS THE COMMISSION BASES REGULAR
23 EMPLOYMENT ON, IN ANY EVENT. YOU CAN ASK ANOTHER
24 QUESTION.

25 **BY MR. CANTY:**

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THANK YOU.

CROSS EXAMINATION RESUMED BY MR. CANTY:

Q. HOW WOULD THIS COMMISSION KNOW, MS. SORCE, IN THE ABSENCE OF THESE RECORDS WHETHER OR NOT THESE WERE REGULAR EMPLOYEES?

BY MR. McCANTS:

YOUR HONOR, I OBJECT ON THE BASIS THAT'S ASKING HER FOR A LEGAL CONCLUSION.

BY THE COMMISSIONER:

I'M GOING TO SUSTAIN THE OBJECTION. THE CLAIMANT HAS THE BURDEN OF PROVING THEIR CASE. SO, I MEAN, THE CLAIMANT TESTIFIED AS TO THAT, AND THAT'S IN THE RECORD. THAT'S EVIDENCE PROPERLY IN THE RECORD. HIS TESTIMONY IS IN THERE. NOW WE HAVE MS. SORCE'S TESTIMONY AS WELL. I DON'T KNOW THAT -- SHE CAN'T ANSWER THAT QUESTION WITHOUT SPECULATING.

BY MR. CANTY:

YOUR HONOR, MAY I SHOW HER THE FORM 20 AND QUESTION HER ON THE 20?

BY THE COMMISSIONER:

SURE.

CROSS EXAMINATION RESUMED BY MR. CANTY:

Q. CAN YOU TELL THE COMMISSION WHAT DOCUMENTS WERE USED TO PREPARE THAT FORM 20?

A. I DIDN'T HAVE ANY DOCUMENTS.

1 BY MR. McCOY:

2 I'M GOING TO OBJECT TO THIS AGAIN. WE'RE
3 GETTING INTO WAGES NOW, AND THIS HAS NOTHING TO DO
4 WITH THE JURISDICTIONAL ISSUE. IT'S THE ONLY ISSUE
5 IN FRONT OF THE COMMISSION TODAY. I'M NOT SURE HOW
6 THAT ESTABLISHES ANYTHING AS FAR AS EMPLOYMENT IS
7 CONCERNED. SHE'S ALREADY TESTIFIED THAT ESVIN WAS
8 THERE ON A CONSISTENT BASIS. I DON'T -- THAT'S NOT
9 REALLY....

10 BY THE COMMISSIONER:

11 SUSTAINED.

12 BY MR. CANTY:

13 CAN I HAVE THAT BACK? THANK YOU SO MUCH. I
14 DON'T HAVE ANYTHING FURTHER, COMMISSIONER.

15 BY THE COMMISSIONER:

16 MR. McCOY?

17 BY MR. McCOY:

18 I DON'T HAVE ANYTHING.

19 BY THE COMMISSIONER:

20 MS. SORCE, CAN YOU LIST OUT AGAIN FOR ME WHO
21 WAS PRESENT WORKING AT THE STORE ON WHAT YOU WOULD
22 CONSIDER, AS THE BOOKKEEPER, ON A NORMAL BASIS, NOT
23 SPORADIC.

24 BY THE WITNESS:

25 NORMAL WOULD BE AROUND THREE PEOPLE.

1 BY THE COMMISSIONER:

2 OKAY. AND WHO ARE THOSE THREE PEOPLE?

3 BY THE WITNESS:

4 IT WOULD BE NANCY, FRANCHESCO, AND ESVIN IN THE
5 BACK. MY HUSBAND MADE PIZZA.

6 BY MR. McCOY:

7 FRANCHESCO WAS HER HUSBAND.

8 BY THE COMMISSIONER:

9 OKAY. I WAS GOING TO ASK THAT NEXT.

10 FRANCHESCO IS YOUR HUSBAND?

11 BY THE WITNESS:

12 YES, HE IS. I'M SORRY.

13 BY THE COMMISSIONER:

14 ESVIN, THE CLAIMANT?

15 BY THE WITNESS:

16 BUT HE WASN'T EVERY DAY, THOUGH.

17 BY THE COMMISSIONER:

18 OKAY. BUT ---

19 BY THE WITNESS:

20 MORE CONSISTENT; CORRECT.

21 BY THE COMMISSIONER:

22 FRANCHESCO, WHO IS YOUR HUSBAND?

23 BY THE WITNESS:

24 YES.

25 BY THE COMMISSIONER:

1 AND WHO IS A PART OWNER OF THE LLC; IS THAT
2 CORRECT?

3 BY THE WITNESS:

4 CORRECT.

5 BY THE COMMISSIONER:

6 OKAY. AND THEN WHO WAS THE THIRD PERSON?

7 BY THE WITNESS:

8 NANCY.

9 BY THE COMMISSIONER:

10 NANCY, WHO IS ALSO A PART OWNER?

11 BY THE WITNESS:

12 CORRECT.

13 BY THE COMMISSIONER:

14 AND THEN I THINK YOU TESTIFIED THAT THERE WAS
15 SOMEONE WHO WOULD BE THAT FOURTH PERSON TO COME IN
16 MORE OFTEN THAN NOT WHEN IT WAS BUSY. WHO WAS THAT
17 PERSON?

18 BY THE WITNESS:

19 EDWIN WAS MORE OFTEN THAN NOT.

20 BY THE COMMISSIONER:

21 EDWIN, OKAY. EDWIN MOLINA, OKAY. NOW, THE
22 CLAIMANT TESTIFIED EARLIER THAT ERNESTO WAS PRESENT
23 ON THE DATE OF HIS INJURY. DO YOU KNOW WHO ERNESTO
24 IS?

25 BY THE WITNESS:

1 YES. I'VE SEEN HIM BEFORE.

2 **BY THE COMMISSIONER:**

3 DO YOU HAVE ANY KNOWLEDGE ABOUT WHETHER HE WAS
4 PRESENT ON THE DAY THE CLAIMANT WAS INJURED?

5 **BY THE WITNESS:**

6 YES, HE WAS.

7 **BY THE COMMISSIONER:**

8 AND THEN YOU TESTIFIED YOU DID NOT KNOW WHO
9 CARLOS PEREZ-PEREZ WAS; IS THAT CORRECT?

10 **BY THE WITNESS:**

11 CORRECT.

12 **BY THE COMMISSIONER:**

13 THOSE ARE ALL THE QUESTIONS I HAVE. DO ANY OF
14 THE OTHER ATTORNEYS HAVE ANY QUESTIONS IN RESPONSE
15 TO WHAT I ASKED THE WITNESS?

16 **BY MR. McCANTS:**

17 COULD I JUST GET AGAIN -- I'M SORRY,
18 COMMISSIONER -- THE NAMES OF THE TWO OR THREE THAT
19 WOULD BE REGULARLY THERE? I UNDERSTAND THAT
20 SEASONALLY THAT INCREASED TO FOUR.

21 **BY THE COMMISSIONER:**

22 RIGHT.

23 **CROSS EXAMINATION BY MR. McCANTS:**

24 Q. WOULD YOU JUST TESTIFY TO THOSE AGAIN, PLEASE,
25 KATRINA?

1 A. OH, I'M SORRY. FRANCESCO SORCE, NANCY SORCE,
2 ESVIN.

3 Q. THE ESVIN HERE?

4 A. RIGHT.

5 BY MR. McCANTS:

6 THANK YOU.

7 BY THE COMMISSIONER:

8 ARE THERE ANY OTHER WITNESSES ON BEHALF OF THE
9 DEFENDANTS?

10 BY MR. McCOY:

11 NONE, YOUR HONOR.

12 BY THE COMMISSIONER:

13 ANY WITNESSES ON BEHALF OF THE FUND?

14 BY MR. McCANTS:

15 NO, MA'AM.

16 BY THE COMMISSIONER:

17 OKAY, ALL RIGHT. THAT CONCLUDES THIS MATTER.

18 THANK YOU VERY MUCH.

19 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
20 CONCLUDED AT THE HOUR OF 5:25 P.M.)

the Hot Stuff loaded with spices and many others.

Mellow Mushroom | 1571 21st Ave. N., Myrtle Beach, 843-444-1122

Mellow Mushroom is the grooviest pizzeria around and certainly has enough to offer even the pickiest of pizza eaters. Try the Magical Mystery Tour pie with a pesto base, button and Portobello mushrooms, feta and mozzarella, spinach and jalapenos or the Thai Dye pie with curry chicken, Roma tomatoes, cheese and onions topped with fresh basil, cucumbers and Thai chili sauce. Mellow also offers a gluten-free menu, salads, munchies, calzones, hoagies and an extensive beer list.

Hungry Howie's | 1601 S. Kings Hwy., Myrtle Beach, 843-444-2000; 4005 Hwy. 17, North Myrtle Beach, 843-361-1300; 1610 Hwy. 17, Surfside Beach

Hungry Howie's Flavored Crust Pizza is perfect for a vacationing family who needs something fast and affordable. Delicious crust flavors include sesame, Cajun, butter cheese, garlic herb, butter, onion, ranch and original and can be topped with anything you like. Their menu also features crisp, cool salads, oven baked subs, Howie breads, boneless wings and Howie wings. Order online for fast, easy service and to check out the deals.

Gino's Real New York Pizzeria | 3521 Belle Terre Blvd., Myrtle Beach, 843-236-8885; 532 Hwy. 17 N., North Myrtle Beach, 843-280-7799; Carolina Forest Blvd., Myrtle Beach, 843-236-4567

Due to their popularity, Gino's Real New York Pizzeria recently opened their third location in the Carolina Forest section of Myrtle Beach. The restaurant boasts some of the best New York style pies on the beach and serves it up by the slice or whole pizza with any toppings you like. Their "small" pie is 16 inches! The homemade menu selections include calzones, Stromboli, pasta, hot subs, salads and homemade cheesecake. Don't leave without trying the garlic knots.

Michael's Pizza, Pasta and Grill | 1701 Kings Hwy., Myrtle Beach, 843-448-0344

Michael's Pizza has been serving up New York-style pizza in Myrtle Beach for more than 10 years. Featured pizzas include stuffed meat, stuffed veggie, Northern Italian, Buffalo chicken and many others. The restaurant also offers Parmigiana subs, cold subs, burgers, delicious entrees, pastas and other specialties. Try the chicken or broccoli roll or the mega calzone and then wash it all down with a cannoli or homemade rice pudding.

Other popular pizzerias mentioned (on the list of nearly 50 restaurants!) included Mama Mia, Basil's Pizza, New York Pizza & Deli, Amici's Brick Oven Bistro and Scatori's Pizzeria & Italian Restaurant. Don't see your favorite pizza place mentioned on this list? Add it to the comments below and tell us what makes them the best!

Related Articles

- [Food Dude's Top Five Best Restaurants for Italian Food in Myrtle Beach](#)
- [Top Italian Restaurants in Myrtle Beach](#)

Vacationing in Myrtle Beach? Here are some popular searches:

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South Carolina Workers Compensation Commission

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

[Click here for claim processing information \(and register for mid-term cancellation notice\).](#)

Worker's Compensation Insurance Coverage Provider: LM INS CORP

Policy Number: WC535S535153013

Coverage/Injury/Illness Date: 01/08/14

[Return to Policy Results](#)

| Employer Name | Street Address | City | State | Zip |
|---|------------------|--|-------|--|
| <input type="text" value="GINOS REAL NEW YORK PIZZA DBA"/> <input type="button" value="v"/> | | <input type="text" value="MYRTLE BEACH"/> <input type="button" value="v"/> | | <input type="text" value="29579-7809"/> <input type="button" value="v"/> |
| GINOS REAL NEW YORK PIZZA DBA | 144 BROOKGATE DR | MYRTLE BEACH | SC | 29579-7809 |
| GINOS REAL NEW YORK PIZZA DBA | 532 HIGHWAY 17 N | NORTH MYRTLE BEACH | SC | 29582-2904 |
| GINOS THE KING OF PIZZA LLC | 144 BROOKGATE DR | MYRTLE BEACH | SC | 29579-7809 |
| GINOS THE KING OF PIZZA LLC | 532 HIGHWAY 17 N | NORTH MYRTLE BEACH | SC | 29582-2904 |

**IN THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO.: 1308837**

Esvin Lopez Perez,)
 Employee,)
))
 vs.))
))
 Gino's Pizza,))
 Employer,))
))
 Uninsured,))
 Carrier.))

**NOTICE OF WITNESSES AND
WRITTEN MEDICAL REPORTS
EVIDENCE ON BEHALF OF CLAIMANT**

**TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION and
Daniel McCoy, Esq.**

YOU ARE HEREBY NOTIFIED that the Claimant, pursuant to the provisions of the South Carolina Workers' Compensation Act and South Carolina Code Section 1-23-330 (1976, as amended), herewith submit the following medical reports as direct evidence on behalf of the Claimant, to-wit:

| <u>NAME OF PHYSICIAN/OTHER</u> | <u>DATE OF REPORT</u> | <u>NO. OF PAGES</u> |
|-------------------------------------|-----------------------------------|---------------------|
| McLeod Loris/Seacoast Hospital | 05/22/13 | 4 |
| Joseph M. Still Burn Centers, Inc. | 06/05/13 | 2 |
| <u>EXHIBITS</u> | | |
| Deposition testimony of Employer | 01/22/14 | |
| Banking and tax records of employer | 2012, 2013 06/20/12 – 05/17/13 | 29 |
| Payroll records of employer | 07/05/12 – 07/12/13 | 10 |
| Medical bills | 05/31/13 – 06/19/13 | 8 |
| Employer's Facebook postings | 11/09/11 – 04/05/13 | 4 |

| | | |
|---|---------------------|---|
| Records of the Secretary of State of S.C. | | 7 |
| Horry County property tax records | | 1 |
| Claimant's money transfer records | 04/24/13 – 06/08/13 | 4 |

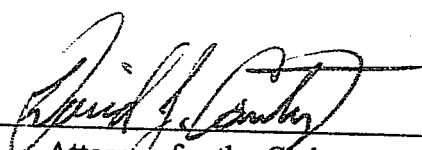
YOU ARE FURTHER HEREBY NOTIFIED that you have the right of cross-examination; and should you desire to exercise said right, you are to forthwith schedule the depositions of any of the physicians, whose reports are submitted, for the purposes of cross-examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physicians/other, are being herewith forwarded to the South Carolina Workers' Compensation Commission for insertion in the file of the South Carolina Workers' Compensation Commission and inclusion into evidence on behalf of the employee-claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the claimant: Claimant, all co-workers, Katrina Sorce, Nancy Sorce, Hipolito Rivera, Ernesto & Edwin.

David J. Canty, P.A.

Myrtle Beach, S.C.
April 2, 2014

by: 
 Attorney for the Claimant
 4612 Oleander Drive
 Myrtle Beach, S.C. 29577
 Office (843) 449-6304
 Fax (843) 449-4249
 mbcounsel@frontier.com

Esvin Lopez Perez v. Gino's Pizza
WCC File No.: 1308837

| McLeod Loris/Seacoast Hospital | Stuart Smith, M.D. | 05/22/13 | <u>PAGES</u> 1 - 4 |
|--------------------------------------|--|-----------------------------------|------------------------------|
| Joseph M. Still Burn Centers | Erin Switzer, M.D. | 06/05/13 | 5 - 6 |
| Exhibit A | Deposition testimony of Employer | | TBD |
| Exhibit B | Banking and tax records of employer | 2012, 2013 06/20/12 – 05/17/13 | 1 - 29 |
| Exhibit C | Payroll records of employer | 07/05/12 – 07/12/13 | 30 - 39 |
| Exhibit D | Medical bills | 05/31/13 – 06/19/13 | 40 - 47 |
| Exhibit E | Employer's Facebook postings | 11/09/11 – 04/05/13 | 48 - 51 |
| Exhibit F | Records of Secretary of State of S.C. | | 52 - 58 |
| Exhibit G | Horry County tax records | | 59 |
| Exhibit H | Claimant's money transfer records | 04/24/13 – 06/08/13 | 60 - 63 |

*McLeod Loris/Seacoast Hospital
Little River, South Carolina 29566*

PATIENT NAME: LOPEZ PEREZ, ESVEN
MEDICAL RECORD NUMBER: Z407047
ACCOUNT NUMBER: Y0599144
ATTN. PHY.: SMITH, STUART A MD

ADMISSION DATE:
DISCHARGE DATE: 05/22/13
ROOM NUMBER:
LOCATION: SMCER
DICTATING PHY.: SMITH, STUART A MD

Physician Documentation
Seacoast Medical Center
Emergency Department
Name: Esven Lopez Perez
Age: 25 years
Sex: Male
DOB: 02/17/1988
MRN: Z407047
Arrival Date: 05/22/2013
Time: 19:38
Account#: Y0599144
Bed1

Private MD:
Disposition:
05/22

21:48 Aware of vital signs. to be transferred. ss6
21:50 Diagnosis: 2nd Degree Burn Face; 2nd Degree Burn Hand Multi; ss6

Disposition:

05/22/13 21:50 Transfer ordered to Augusta Burn Center. Diagnosis are 2nd
Degree Burn Face, 2nd Degree Burn Hand Multi.

- Reason for transfer: Higher level of care.
- Accepting physician is MULLIN.
- Condition is Satisfactory.
- Problem is new.
- Symptoms are unchanged.

HPI:

21:01 This 25 years old Hispanic Male presents to ER via Walk In ss6
with complaints of FLASH BURN.
21:01 The patient presents with a burn as a result of a flammable ss6
liquid, at work, is located on the face, right arm and left
arm. Onset: The symptoms/episode began/occurred suddenly,
just prior to arrival. Burn type and severity: 1st degree: of
the face, right arm and left arm. Associated signs and
symptoms: Pertinent negatives: shortness of breath, soot at
nares, vision changes. The patient possibly suffered an
inhalation injury. The patient had no loss of consciousness.

Historical:

- Allergies: No known drug Allergies:
- PMHx: None:

*McLeod Loris Seacoast Hospital
Little River, South Carolina 29566*

PATIENT NAME: LOPEZ PEREZ, ESVEN
ACCOUNT NUMBER: Y0599144

- PSHx: None;
- Social history: Smoking status: Patient uses tobacco products, smokes one-half pack cigarettes per day. Patient uses alcohol Pt/50 able to read and write. The patient speaks a little English.
- Immunization history: unknown.
- The history from nurses notes was reviewed: and my personal history differs from that reported to nursing.

ROS:

21:46 Cardiovascular: Negative for chest pain. Respiratory: ss6
Negative for dyspnea on exertion. Skin: Positive for burn.

Exam:

21:46 ENT: Nares patent. No nasal discharge, no septal abnormalities noted. Tympanic membranes are normal and external auditory canals are clear. Oropharynx with no redness, swelling, or masses, exudates, or evidence of obstruction, uvula midline. Mucous membrane ss6

Neck: Trachea midline, no thyromegaly or masses palpated, and no cervical lymphadenopathy. Supple, full range of motion without nuchal rigidity, or vertebral point tenderness. No Meningismus.

Cardiovascular: Regular rate and rhythm with a normal S1 and S2. No gallops, murmurs, or rubs. Normal PMI, no JVD. No pulse deficits.

Respiratory: Lungs have equal breath sounds bilaterally, clear to auscultation and percussion. No rales, rhonchi or wheezes noted. No increased work of breathing, no retractions or nasal flaring.

21:46 Back: No spinal tenderness. No costovertebral tenderness. ss6
Full range of motion.

21:46 Eyes: Pupils: equal, round, and reactive to light and accommodation. Conjunctiva: injected, in the right eye.

21:46 Cardiovascular: Rate: normal. Rhythm: regular.

21:46 Skin: Warm and Dry lesion(s). FIRST AND SECOND DEGREE BURNS TO FACE AND HANDS.

Procedures:

21:48 Burn Care: the burn(s) are located on the face, right arm and ss6
left arm, cleaned with debrided, dressed with.

MDM:

21:52 Data reviewed: vital signs, nurses notes. ss6

21:05 Order name: Complete Blood Ct W/ Auto Diff ss6

McLeod Loris Seacoast Hospital
 Little River, South Carolina 29566

PATIENT NAME: LOPEZ PEREZ, ESVEN
 ACCOUNT NUMBER: Y0599144

21:05 Order name: CMP
 19:48 Order name: Iv - Saline Lock: Complete Time: 19:50 ss6
 19:48 Order name: Wound Care: Complete Time: 20:07 ss6
 19:48 Order name: Other: COOL COMPRESSES TO BURNS AFTER GENTLE
 CLEANSING, Complete Time: 20:07 ss6
 20:58 Order name: Other: Complete Time: 21:12 ss6
 20:41 Order name: Consult Orders-YOUNG, ERIC, MD (SOUTHERN
 SURGICAL, UNASSIGNED SURGERY): Complete Time: 20:41 mt1
 21:20 Order name: Other: IRRIGATE BURN TO RIGHT HAND: Complete
 Time: 21:20 ch

Vital Signs:

19:44 BP 155 / 124; Pulse 100; Resp 18; Temp 97.6(O); Pulse Ox 100% fa
 on R/A;
 21:15 Pain 5/10; ch
 21:15 Pain 5/10; ch
 21:17 Weight 68.04 kg / 150 lbs; Height 5 ft. 5 in. (169 cm); rmd1
 21:39 BP 150 / 90, Pulse 96; Resp 16; Pulse Ox 99% on R/A; fa
 21:40 Pain 4/10; fa
 21:57 Pain 3/10; ch
 22:31 BP 154 / 91, Pulse 87; Resp 16; Pulse Ox 100% ; Pain 3/10; ch
 22:36 Pain 3/10; ch

Dispensed Medications:

19:55 Drug: Morphine 5 mg; Route: IVP; Site: left antecubital; ch
 21:15 Follow up: Pain 5/10 Adult; Response: No adverse reaction; ch
 Pain is unchanged, physician notified
 20:18 Drug: Morphine 5 mg; Route: IVP; Site: left antecubital; ch
 21:15 Follow up: Pain 5/10 Adult; Response: No adverse reaction; ch
 Pain is unchanged, physician notified
 20:19 Drug: Phenergan 12.5 mg; (Note: mixed with 10ml ns.) Route: ch
 IVP, Duration: 5 mins; Site: left antecubital;
 21:15 Follow up: Response: No adverse reaction ch
 21:15 Drug: Dilaudid 0.5 mg; Route: IVP; Site: left antecubital; ch
 21:57 Follow up: Pain 3/10 Adult; Response: No adverse reaction; ch
 Pain is decreased
 21:16 Drug: Tetanus-Diphtheria Toxoid 0.5 ml; (Manufacturer: Sanofi ch
 Pasteur (Avantis). Exp: 07/26/2014. Lot #: U4316AB.) Route:
 IM; Site: left deltoid;
 22:56 Follow up: Response: No adverse reaction ch
 21:19 Drug: SILVADENE CREAM 1 % TOPICAL Cream 1 % 1 application; ch
 Route: Topical; Site: affected area;
 21:56 Follow up: Response: No adverse reaction; REMOVED PER ch
 AUGUSTA BURN CENTER
 22:13 Drug: Lactated Ringers Solution 1000 ml; Route: IV; Rate: 200 ch
 ml/hr, Site left antecubital;

*McLeod Loris/Seacoast Hospital
Little River, South Carolina 29566*

PATIENT NAME: LOPEZ PEREZ, ESVEN
ACCOUNT NUMBER: Y0599144

22:37 Follow up: Response: No adverse reaction; IV Status: Infusion ch
continued

22:13 Drug: TORadol 30 mg; Route: IVP; Site: left antecubital; ch

22:36 Follow up: Pain 3/10 Adult; Response: No adverse reaction: ch
Pain is decreased

Signatures:

| | | |
|--------------------|----|------|
| Dispatcher MedHost | | EDMS |
| HOOD, CRYSTAL, RN | RN | ch |
| ANNONS, FERIS, RN | RN | fa |
| SMITH, STUART, MD | MD | ss6 |

EMERGENCY DEPARTMENT EVALUATION

Age/Sex: 25 M
 Unit #: D000605763
 Account#: D00042554007
 Admitted:

PEREZ, ESVIN (REG CLI)

D.TBURN-
 SWITZER, ERIN
 Trident Health System Patient C BURN CLINIC DISCHARGE INSTRUCT

Page: 1
 Printed 06/05/13 at 1436

Period ending 06/05/13 at 1436

| Name | Coded Allergies/Adverse Reactions | Category | Severity | Ver? | Date | Time | User |
|-----------|--|----------|----------|------|----------|------|------|
| Allergies | No Known Allergies (NO KNOWN ALLERGIES) | Drug | Unknown | Y | 06/05/13 | 1426 | SCL |
| | No Known Drug Allergies (NO KNOWN DRUG ALLERGIES) | Drug | Unknown | Y | 06/05/13 | 1426 | SCL |

DISCHARGE INSTRUCTIONS - BURN

=====JOSEPH M. STILL OUTPATIENT BURN CLINIC=====

A Service of Trident Medical Center
 DISCHARGE ASSESSMENT/INSTRUCTIONS

Date of Discharge: 06/05/13 Time of Discharge: 1500 Accompanied at Discharge: FRIEND

SELF CARE-During your visit, you were instructed the following:

- Wound Care/Dressing Change: Y
- Application of Compression Garments: Y
- Signs/Symptoms of Infection:
- Fluid/Hydration:
- Scar Management/Skin Care: Y
- Diet/Nutrition:
- Medication/new meds handout provided:
- May Shower/Baths: Y

STATUS REPORT-Treatment Rendered:

- Initial/Injury treatment: Y
- Wound check/dressing change: Y
- Referred for PT/OT/Surgery:
- Follow-up/scar management:
- Other:
- School Status/Restrictions-
Excuse from school:
- No PE/Physical Activity:
- May return to school on:

WORK STATUS-If patient needs work excuse

Continue previous restrictions: Y
 Return to work: THURSDAY 6/6/13 TAKING CARE TO STAY OUT OF THE SUN. WEAR LONG SLEEVES AND WIDE BRIMMED HAT WHEN OUTSIDE AS WELL AS SUNSCREEN

Remain off work until:

Return to modified work on:

ACTIVITY/WORK RESTRICTIONS-

- None: N Climate controlled environment: Y No lifting over(pounds):
- Limited use of right/left upper/lower extremity: N
- Taking pain medication may cause drowsiness or impaired mental ability.
- No driving or operating heavy equipment.
- Other:

Wound Care- *Keep dressing dry and intact. *Do not remove dressing until next visit.

Apply and bandage: POLYSPORIN OINTMENT TO NON HEALED SPOT ON RT ARM TWICE DAILY. COVER WITH NON STICK GAUZE AND APPLY TUBIGRIP SLEEVE.

SCAR MANAGEMENT- Apply lubricant lotion 4-6 times a day & as needed: Y



PINS

61

| | | | | |
|--|---|--|----------|--------------------------------------|
| Run Date/Time: 06/05/13 1436 | TRIDENT HEALTH SYSTEM Discharge - Patient Med List | | | Printed By: DNUR.SCL |
| Height: | PEREZ,ESVIN | | | Acct# D00042554007 MR# D000605763 |
| ALLERGIES: No Known Allergies, No Known Drug Allergies ADRS: *** No ADR's Entered *** | | | | |
| Discharge Medications | | | | |
| GENERIC NAME (TRADE NAME) DOSE | ROUTE | FREQUENCY | QTY/DAYS | LAST DOSE DATE/TIME |
| Updated Home Medication List | | | | |
| BACITRACIN/POLYMYXIN 1 APPLIC | 500-10,000U/GM TOPICAL | (TRADE NAME: POLYSPORIN) TWICE DAILY | | |
| HYDROCODONE BIT/APAP 1 TAB | 5/500 MG ORAL (by mouth) | (TRADE NAME: LORTAB 5/500 MG) EVERY 6 HOURS AS NEEDED | | |

*** Your hospital doctor wants you to take the drugs on this list when you go home. If you take any drugs that are not on this list, Call and tell your doctor. Throw away all old drug lists and give this new list to your doctors and your pharmacy. ***

PEREZ,ESVIN

Acct# D00042554007 DOB: 02/17/88 Age: 25 Sex: M LOC: (706)863-9595
MR# D000605763 Adm/Svc: 06/05/13 Attend MD: SWITZER,ERIN

Patient Signature

Date/Time



DSS



D00042554007A

6

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
SC WITHHOLDING
QUARTERLY TAX RETURN

WH-1605
(Rev. 6/1/11)
3129

BUSINESS NAME AND ADDRESS

Ginos The King of Pizza, LLC
Geno's New York Pizzeria
144 Brookgate Drive
Myrtle Beach SC 29579

SC WITHHOLDING NO.

[REDACTED]
26-2095439

QUARTER

1st Quarter
Jan, Feb, Mar
X 2nd Quarter
Apr, May, Jun
3rd Quarter
Jul, Aug, Sep

FEIN

**DO NOT USE FOR
4TH QUARTER**

YEAR 2012

FOR OFFICE USE ONLY

Use **BLACK INK ONLY**.

Darken circle completely if this is an **AMENDED** return.
Reason: _____

Darken circle completely if change of address.

Darken circle completely if no longer required to withhold and
account should be closed. Close date: _____
Reason: _____

NOTE: A return MUST BE filed even if no SC state income tax has been withheld during the quarter to prevent a delinquent notice. Do not enter negative numbers. All cent fields must be completed using numbers (.00 - .99).

QUARTERLY SC STATE INCOME TAX INFORMATION:

| | | | |
|--|----|---|--------------------|
| 1. Quarterly SC state income tax withheld (all sources)..... | 1. | ▶ | 1,144.00 |
| 2. Quarterly SC state income tax deposits or payments previously made..... SC payments must be made at the same time as federal payments. | 2. | ▶ | 1,144.00 |
| 3. SC REFUND (If line 2 is greater than line 1, enter difference.)..... DO NOT PAY THIS AMOUNT | 3. | ▶ | |
| 4. SC TAX DUE (If line 2 is less than line 1, enter difference.)..... | 4. | ▶ | |
| 5. Penalty \$ _____ and interest \$ _____ due | 5. | ▶ | |
| 6. Net SC state income tax, penalty, and interest due (line 4 plus line 5)..... | 6. | ▶ | |
| | | | BALANCE DUE |
| | | | 14-0809 |

Mail to: SC Department of Revenue
Withholding
Columbia SC 29214-0004.

Clip payment to this return for the full amount payable to SC Department of Revenue and write the withholding number and quarter on the payment.
Do not include WH-1601 coupon.

For Field Use Only

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes No

LINDA WINES

843-497-4877

Preparer's name and phone number

When signing this form, it is important that the information contained in your report be correct and complete. To willfully furnish a false or fraudulent statement to the Department is a crime. Complete all information below.

Sign Here
Signature _____ Name NANCY SORCE Date _____
Telephone 843-280-7799 Email _____ Title President

31291040 255206486 0612 0 0 0

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**SC WITHHOLDING
QUARTERLY TAX RETURN**

WH-1605
(Rev. 6/1/11)
3129

BUSINESS NAME AND ADDRESS

Ginos The King of Pizza, LLC
Geno's New York Pizzeria
144 Brookgate Drive
Myrtle Beach SC 29579

SC WITHHOLDING NO.

[REDACTED]
26-2095439

QUARTER

1st Quarter
Jan, Feb, Mar
2nd Quarter
Apr, May, Jun
X 3rd Quarter
Jul, Aug, Sep

FEIN

**DO NOT USE FOR
4TH QUARTER**

YEAR 2012

FOR OFFICE USE ONLY

Use BLACK INK ONLY.

Darken circle completely if this is an **AMENDED** return.
Reason: _____

Darken circle completely if change of address.

Darken circle completely if no longer required to withhold and
account should be closed. Close date: _____
Reason: _____

NOTE: A return MUST BE filed even if no SC state income tax has been withheld during the quarter to prevent a delinquent notice. Do not enter negative numbers. All cent fields must be completed using numbers (.00 - .99).

QUARTERLY SC STATE INCOME TAX INFORMATION:

| | | | |
|--|----|---|-------------------------------|
| 1. Quarterly SC state income tax withheld (all sources)..... | 1. | ▶ | 1,144.00 |
| 2. Quarterly SC state income tax deposits or payments previously made..... SC payments must be made at the same time as federal payments. | 2. | ▶ | 1,144.00 |
| 3. SC REFUND (If line 2 is greater than line 1, enter difference.)..... DO NOT PAY THIS AMOUNT | 3. | ▶ | |
| 4. SC TAX DUE (If line 2 is less than line 1, enter difference.)..... | 4. | ▶ | |
| 5. Penalty \$ _____ and interest \$ _____ due | 5. | ▶ | |
| 6. Net SC state income tax, penalty, and interest due (line 4 plus line 5)..... | 6. | ▶ | |
| | | | BALANCE DUE 14-0809 |

CLIP CHECK HERE

Mail to: SC Department of Revenue
Withholding
Columbia SC 29214-0004

Clip payment to this return for the full amount payable to SC Department of Revenue and write the withholding number and quarter on the payment.
Do not include WH-1601 coupon.

For Field Use Only

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes No

LINDA WINES 843-497-4877
Preparer's name and phone number

When signing this form, it is important that the information contained in your report be correct and complete. To willfully furnish a false or fraudulent statement to the Department is a crime. Complete all information below.

Sign Here Signature _____ Name NANCY SORCE Date _____
Telephone 843-280-7799 Email _____ Title President

31291040 255206486 0912 0 0 0

Employer ID 69002

122

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**SC WITHHOLDING FOURTH
QUARTER/ANNUAL RECONCILIATION**

WH-1606
(Rev. 7/1/10)
3131

NOTE: A return **MUST BE** filed even if no SC state income tax has been withheld during the quarter to prevent a delinquent notice.

SC WITHHOLDING NO. _____ QUARTER _____

Ginos The King of Pizza, LLC

████████████████████

Oct-Dec

144 Brookgate Drive
Myrtle Beach, SC 29579

26-2095439

YEAR 2012

FEIN

Use **BLACK INK ONLY**.
Darken circle completely if this is an **AMENDED** return.
Reason: _____

Darken circle completely if change of address.

Darken circle completely if no longer required to withhold and account should be closed. Close date: _____

Reason: _____

Mail to: SC Department of Revenue
Withholding
Columbia SC 29214-0004

CLIP CHECK HERE

4TH QUARTER SC STATE INCOME TAX INFORMATION ONLY:

Do not enter negative numbers. All cent fields must be completed using numbers (.00 - .99).

- 1. 4th Quarter SC state income tax withheld (all sources) 1. ▶ 1,259.00
- 2. SC state income tax deposits or payments 2. ▶ 1,259.00
- 3. SC REFUND (If line 2 is greater than line 1, enter difference.) 3. ▶
- 4. SC TAX DUE (If line 2 is less than line 1, enter difference.) 4. ▶
- 5. Penalty \$ _____ and interest \$ _____ due 5. ▶
- 6. Net SC state income tax, penalty, and interest due (line 4 plus line 5) 6. ▶

BALANCE DUE 14-0809

ANNUAL SC STATE RECONCILIATION INFORMATION

- 7. Recap of South Carolina tax withheld by quarter:
 JAN - MAR 1,144.00 JUL - SEP 1,144.00
 APR - JUN 1,144.00 OCT - DEC 1,259.00
- 8. Total SC state income tax **WITHHELD** from all quarters reported from W2s \$ 4,691.00 and 1099s \$ _____ (should equal the total of line 7) 8. ▶ 4,691.00
- 9. Total SC WAGES from W2s and 1099 income 9. ▶ 98,180.00
- 10. Number of W2s and 1099s submitted with WH-1612 10. ▶ 4
 See WH-1612 for instructions.

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes No

For Field Use Only

Preparer's name and phone number Linda Wines 843-497-4877

When signing this form, it is important that the information contained in your report be correct and complete. To willfully furnish a false or fraudulent statement to the Department is a crime. Complete all information below.

Sign Here Signature _____ Name NANCY SORCE Date _____
Telephone 843-280-7799 Email _____ Title PRESIDENT

31311046 255206486 1212 0 0 0

Employer 003

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**SC WITHHOLDING
QUARTERLY TAX RETURN**

WH-1605
(Rev. 6/28/12)
3129

BUSINESS NAME AND ADDRESS

Ginos The King of Pizza, LLC
Geno's New York Pizzeria
144 Brookgate Drive
Myrtle Beach SC 29579

SC WITHHOLDING FILE NO.

[REDACTED]
26-2095439

FEIN

QUARTER

X 1st Quarter
Jan, Feb, Mar
2nd Quarter
Apr, May, Jun
3rd Quarter
Jul, Aug, Sep

STOP DO NOT USE FOR
4TH QUARTER

YEAR 2013

FOR OFFICE USE ONLY

Use BLACK INK ONLY.

Darken circle completely if this is an **AMENDED** return.
Reason: _____

Darken circle completely if change of address.

Darken circle completely if no longer required to withhold and
account should be closed. Close date: _____

Reason: _____

NOTE: A return MUST BE filed even if no SC state income tax has been withheld during the quarter to prevent a delinquent notice. Do not enter negative numbers. All cent fields must be completed using numbers (.00 - .99).

QUARTERLY SC STATE INCOME TAX INFORMATION:

| | | |
|--|------|----------|
| 1. Quarterly SC state income tax withheld (all sources) | 1. ▶ | 1,424.00 |
| 2. Quarterly SC state income tax deposits or payments previously made..... SC payments must be made at the same time as federal payments. | 2. ▶ | 1,424.00 |
| 3. SC REFUND (If line 2 is greater than line 1, enter difference.) | 3. ▶ | |
| DO NOT PAY THIS AMOUNT | | |
| 4. SC TAX DUE (If line 2 is less than line 1, enter difference.) | 4. ▶ | |
| 5. Penalty \$ _____ and interest \$ _____ due | 5. ▶ | |
| 6. Net SC state income tax, penalty, and interest due (line 4 plus line 5) | 6. ▶ | |

BALANCE DUE
14-0809

CLIP CHECK HERE

Mail to: SC Department of Revenue
Withholding
Columbia SC 29214-0004

Clip payment to this return for the full amount payable to SC Department of Revenue and write the withholding number and quarter on the payment.
Do not include WH-1601 coupon.

For Field Use Only

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes No

LINDA WINES 843-497-4877
Preparer's name and phone number

When signing this form, it is important that the information contained in your report be correct and complete. To willfully furnish a false or fraudulent statement to the Department is a crime. Complete all information below.

Sign Here Signature _____ Name NANCY SORCE Date _____
Telephone 843-280-7799 Email lkw@cjcpcpa.net Title President

31291057 255206486 0313 0 0 0

Employer 004

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**SC WITHHOLDING
QUARTERLY TAX RETURN**

WH-1605
(Rev. 6/28/12)
3129

BUSINESS NAME AND ADDRESS

Ginos The King of Pizza, LLC
Geno's New York Pizzeria
144 Brookgate Drive
Myrtle Beach, SC 29579

SC WITHHOLDING FILE NO.

[REDACTED]
26-2095439

FEIN

QUARTER

1st Quarter
Jan, Feb, Mar
X 2nd Quarter
Apr, May, Jun
3rd Quarter
Jul, Aug, Sep

**STOP DO NOT USE FOR
4TH QUARTER**

YEAR 2013

FOR OFFICE USE ONLY

Use **BLACK INK ONLY**.

Darken circle completely if this is an **AMENDED** return.
Reason: _____

Darken circle completely if change of address.

Darken circle completely if no longer required to withhold and
account should be closed. Close date: _____
Reason: _____

NOTE: A return MUST BE filed even if no SC state income tax has been withheld during the quarter to prevent a delinquent notice. Do not enter negative numbers. All cent fields must be completed using numbers (.00 - .99).

QUARTERLY SC STATE INCOME TAX INFORMATION:

- 1. Quarterly SC state income tax withheld (all sources) 1. ▶ 1,119.00
- 2. Quarterly SC state income tax deposits or payments previously made..... 2. ▶ 1,119.00
SC payments must be made at the same time as federal payments.
- 3. SC REFUND (If line 2 is greater than line 1, enter difference.) 3. ▶
DO NOT PAY THIS AMOUNT
- 4. SC TAX DUE (If line 2 is less than line 1, enter difference.) 4. ▶
- 5. Penalty \$ _____ and interest \$ _____ due 5. ▶
- 6. Net SC state income tax, penalty, and interest due 6. ▶
(line 4 plus line 5) **BALANCE DUE** 14-0809

CLIP CHECK HERE

Mail to: SC Department of Revenue
Withholding
Columbia SC 29214-0004

Clip payment to this return for the full amount payable to SC Department of Revenue and write the withholding number and quarter on the payment. Do not include WH-1601 coupon.

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes No

LINDA WINES

843-497-4877

Preparer's name and phone number

When signing this form, it is important that the information contained in your report be correct and complete. To willfully furnish a false or fraudulent statement to the Department is a crime. Complete all information below.

Sign Here Signature _____ Name NANCY SORCE Date _____
Telephone 843-280-7799 Email lkw@cjcpa.net Title President

31291057 255206486 0613 0 0 0

Employer 005



Account Number
 [REDACTED]

GINOS THE KING OF PIZZA LLC
 144 BROOKGATE DR
 MYRTLE BEACH SC 29579-7809

TRANSACTION ACTIVITY

| | | | Deposits | Withdrawals | Balance |
|--------|----------------|---------------------------|----------|-------------|-----------|
| Jun 20 | CHECK 3184 | | | 2,461.76 | 18,786.40 |
| Jun 20 | CHECK 3186 | | | 551.00 | 18,235.40 |
| Jun 21 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 989.15 | | 19,224.55 |
| Jun 22 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 1,122.67 | | 20,347.22 |
| Jun 22 | CHECK 3183 | | | 471.00 | 19,876.22 |
| Jun 25 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 942.26 | | 20,818.48 |
| Jun 25 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 1,831.67 | | 22,650.15 |
| Jun 25 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 2,098.84 | | 24,748.99 |
| Jun 25 | CHECK 3187 | | | 612.95 | 24,136.04 |
| Jun 25 | CHECK 3189 | | | 383.65 | 23,752.39 |
| Jun 26 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 1,318.51 | | 25,070.90 |
| Jun 26 | CHECK 3185 | | | 1,449.78 | 23,621.12 |
| Jun 26 | CHECK 3188 | | | 1,166.13 | 22,454.99 |
| Jun 26 | CHECK 3190 | | | 1,776.98 | 20,678.01 |
| Jun 27 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 1,095.24 | | 21,773.25 |
| Jun 27 | ACH WITHDRAWAL | CHK ORDERS HARLAND CLARKE | | 75.60 | 21,697.65 |
| Jun 27 | CHECK 3191 | | | 2,198.77 | 19,498.88 |
| Jun 28 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 964.23 | | 20,463.11 |
| Jun 28 | CHECK 3194 | | | 134.21 | 20,328.90 |
| Jun 29 | ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 703.98 | | 21,032.88 |
| Jun 29 | CHECK 3192 | | | 300.00 | 20,732.88 |
| Jun 29 | CHECK 3193 | | | 144.38 | 20,588.50 |
| Jun 29 | CHECK 3195 | | | 3,263.68 | 17,324.82 |
| Jun 29 | CHECK 3196 | | | 695.56 | 16,629.26 |

CHECKS PAID

| Check | Date | Amount | Check | Date | Amount | Check | Date | Amount |
|-------|--------|---------|-------|--------|---------|-------|--------|---------|
| 3164 | Jun 5 | 144.38 | 3176 | Jun 13 | 80.00 | 3187 | Jun 25 | 612.95 |
| 3166* | Jun 6 | 393.65 | 3177 | Jun 13 | 845.77 | 3188 | Jun 26 | 1166.13 |
| 3167 | Jun 4 | 889.76 | 3178 | Jun 15 | 487.35 | 3189 | Jun 25 | 383.65 |
| 3168 | Jun 1 | 1061.48 | 3179 | Jun 13 | 597.10 | 3190 | Jun 26 | 1776.98 |
| 3169 | Jun 4 | 3263.68 | 3180 | Jun 18 | 837.11 | 3191 | Jun 27 | 2198.77 |
| 3170 | Jun 6 | 2252.23 | 3181 | Jun 18 | 722.99 | 3192 | Jun 29 | 300.00 |
| 3171 | Jun 12 | 1351.49 | 3182 | Jun 20 | 307.72 | 3193 | Jun 29 | 144.38 |
| 3172 | Jun 11 | 387.20 | 3183 | Jun 22 | 471.00 | 3194 | Jun 28 | 134.21 |
| 3173 | Jun 18 | 459.56 | 3184 | Jun 20 | 2461.76 | 3195 | Jun 29 | 3263.68 |
| 3174 | Jun 18 | 511.79 | 3185 | Jun 26 | 1449.78 | 3196 | Jun 29 | 695.56 |
| 3175 | Jun 14 | 1258.30 | 3186 | Jun 20 | 551.00 | | | |

* Denotes missing check numbers



Account Number
~~123456789~~

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Jun 1 thru Jul 1 2012

| | | | | | |
|-------------------|-----------|-----|--------------|-----|----------------|
| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
| 16,387.47 | 34,403.94 | 29 | 34,162.15 | 36 | 16,629.26 |

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|-------------------------|-----------------------------|----------|-------------|-----------|
| Jun 1 Beginning Balance | | | | 16,387.47 |
| Jun 1 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | | 16,230.54 |
| Jun 1 ACH WITHDRAWAL | TXNS/FEEES HRTLAND PMT SYS | 561.33 | | 15,982.30 |
| Jun 1 CHECK 3168 | | | 718.26 | 15,169.06 |
| Jun 4 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,061.48 | 14,449.49 |
| Jun 4 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 813.24 | | 13,806.79 |
| Jun 4 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,008.35 | | 12,602.93 |
| Jun 4 CHECK 3167 | | 1,612.28 | | 11,013.17 |
| Jun 4 CHECK 3169 | | | 889.76 | 10,123.41 |
| Jun 5 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 3,263.68 | 6,859.73 |
| Jun 5 CHECK 3164 | | 1,357.30 | | 5,502.43 |
| Jun 6 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 144.38 | 5,358.05 |
| Jun 6 CHECK 3166 | | 1,231.46 | | 4,126.59 |
| Jun 6 CHECK 3170 | | | 393.65 | 3,732.94 |
| Jun 7 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 2,252.23 | 1,480.71 |
| Jun 8 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 834.54 | | 1,645.25 |
| Jun 11 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 775.43 | | 2,420.68 |
| Jun 11 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 936.06 | | 3,356.74 |
| Jun 11 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,160.01 | | 4,516.75 |
| Jun 11 CHECK 3172 | | 1,464.49 | | 5,981.24 |
| Jun 12 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 387.20 | 5,594.04 |
| Jun 12 CHECK 3171 | | 1,166.99 | | 4,427.05 |
| Jun 13 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,351.49 | 3,075.56 |
| Jun 13 CHECK 3176 | | 902.75 | | 2,172.81 |
| Jun 13 CHECK 3177 | | | 80.00 | 2,092.81 |
| Jun 13 CHECK 3179 | | | 845.77 | 1,247.04 |
| Jun 14 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 597.10 | 650.94 |
| Jun 14 CHECK 3175 | | 896.53 | | 1,547.47 |
| Jun 15 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,258.30 | 281.17 |
| Jun 15 ACH WITHDRAWAL | TAX PAYMNT STATE OF SOUTH C | 1,259.50 | | 1,021.67 |
| Jun 15 ACH WITHDRAWAL | USATAXPYMT IRS | | 352.00 | 669.67 |
| Jun 15 CHECK 3178 | | | 1,554.88 | 1,021.67 |
| Jun 18 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 487.35 | 534.32 |
| Jun 18 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 951.02 | | 1,485.34 |
| Jun 18 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,068.17 | | 3,553.51 |
| Jun 18 CHECK 3173 | | 2,297.47 | | 1,256.04 |
| Jun 18 CHECK 3174 | | | 459.56 | 796.48 |
| Jun 18 CHECK 3180 | | | 511.79 | 284.69 |
| Jun 18 CHECK 3181 | | | 837.11 | 1,017.58 |
| Jun 19 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 722.99 | 294.59 |
| Jun 20 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,227.86 | | 1,516.45 |
| Jun 20 CHECK 3182 | | 812.61 | | 703.84 |
| | | | 307.72 | 396.12 |



Account Number
~~XXXXXXXXXX~~

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Jul 2 thru Jul 31 2012

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 16,629.26 | 50,021.46 | 34 | 37,598.54 | 33 | 29,052.18 |

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|-------------------------|-----------------------------|----------|-------------|-----------|
| Jul 2 Beginning Balance | | | | 16,629.26 |
| Jul 2 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,280.26 | | 17,909.52 |
| Jul 2 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,728.70 | | 19,638.22 |
| Jul 2 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,327.00 | | 21,965.22 |
| Jul 2 ACH WITHDRAWAL | TXNS/FEEES HRTLAND PMT SYS | | 959.36 | 21,005.86 |
| Jul 3 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,595.75 | | 22,601.61 |
| Jul 3 CHECK 3198 | | | 344.00 | 22,257.61 |
| Jul 3 CHECK 3199 | | | 243.42 | 22,014.19 |
| Jul 5 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,215.58 | | 23,229.77 |
| Jul 6 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 974.00 | | 24,203.77 |
| Jul 6 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,185.68 | | 25,389.45 |
| Jul 6 ACH WITHDRAWAL | DEBIT SCDEW TAXPAYMENT | | 7.17 | 25,382.28 |
| Jul 9 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,975.67 | | 27,357.95 |
| Jul 9 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,211.13 | | 29,569.08 |
| Jul 9 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,894.65 | | 32,463.73 |
| Jul 9 CHECK 3201 | | | 574.87 | 31,888.86 |
| Jul 9 CHECK 3203 | | | 2,122.92 | 29,765.94 |
| Jul 10 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,319.01 | | 31,084.95 |
| Jul 10 CHECK 3197 | | | 2,304.47 | 28,780.48 |
| Jul 10 CHECK 3202 | | | 258.50 | 28,521.98 |
| Jul 11 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,460.26 | | 29,982.24 |
| Jul 12 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,111.23 | | 31,093.47 |
| Jul 13 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 847.95 | | 31,941.42 |
| Jul 13 ACH WITHDRAWAL | TAX PAYMNT STATE OF SOUTH C | | 440.00 | 31,501.42 |
| Jul 13 ACH WITHDRAWAL | USATAXPYMT IRS | | 1,943.60 | 29,557.82 |
| Jul 13 CHECK 3206 | | | 1,195.37 | 28,362.45 |
| Jul 16 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,372.27 | | 29,734.72 |
| Jul 16 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,152.56 | | 31,887.28 |
| Jul 16 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,362.28 | | 34,249.56 |
| Jul 16 Deposit Check | | 100.00 | | 34,349.56 |
| Jul 16 CHECK 3200 | | | 482.45 | 33,867.11 |
| Jul 16 CHECK 3204 | | | 2,835.97 | 31,031.14 |
| Jul 16 CHECK 3205 | | | 414.59 | 30,616.55 |
| Jul 16 CHECK 3207 | | | 896.01 | 29,720.54 |
| Jul 16 CHECK 3208 | | | 393.30 | 29,327.24 |
| Jul 17 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,150.49 | | 30,477.73 |
| Jul 17 CHECK 3209 | | | 325.00 | 30,152.73 |
| Jul 17 CHECK 3211 | | | 966.71 | 29,186.02 |
| Jul 18 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 846.95 | | 30,032.97 |
| Jul 18 Deposit Check | | 100.00 | | 30,132.97 |
| Jul 18 CHECK 3212 | | | 80.00 | 30,052.97 |
| Jul 18 CHECK 3216 | | | 3,688.70 | 26,364.27 |



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | | | Deposits | Withdrawals | Balance |
|----------------------|-------------|----------------------------|----------|-------------|-----------|
| Jul 19 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,120.00 | | 27,484.27 |
| Jul 19 | CHECK 3214 | | | 461.10 | 27,023.17 |
| Jul 20 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 648.95 | | 27,672.12 |
| Jul 20 | CHECK 3217 | | | 1,260.02 | 26,412.10 |
| Jul 23 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,423.97 | | 27,836.07 |
| Jul 23 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,124.58 | | 29,960.65 |
| Jul 23 | CHECK 3213 | | | 294.44 | 29,666.21 |
| Jul 23 | CHECK 3215 | | | 705.75 | 28,960.46 |
| Jul 23 | CHECK 3218 | | | 804.52 | 28,155.94 |
| Jul 24 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,696.42 | | 29,852.36 |
| Jul 24 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 2,101.01 | | 31,953.37 |
| Jul 24 | CHECK 3210 | | | 2,605.43 | 29,347.94 |
| Jul 25 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,293.01 | | 30,640.95 |
| Jul 25 | CHECK 3221 | | | 3,483.82 | 27,157.13 |
| Jul 26 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 161.11 | 26,996.02 |
| Jul 27 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,083.80 | | 28,079.82 |
| Jul 30 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,768.63 | | 29,848.45 |
| Jul 30 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 951.48 | | 30,799.93 |
| Jul 30 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,858.32 | | 32,658.25 |
| Jul 30 | CHECK 3223 | TXNS/FEEES HRTLAND PMT SYS | 2,311.77 | | 34,970.02 |
| Jul 31 | ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,541.01 | 33,429.01 |
| Jul 31 | CHECK 3224 | | | 1,994.37 | 34,857.11 |
| Jul 31 | CHECK 3225 | | | 402.50 | 32,862.74 |
| Jul 31 | CHECK 3228 | | | 3,263.68 | 32,460.24 |
| Jul 31 | CHECK 3229 | | | 144.38 | 29,196.56 |
| | | | | | 29,052.18 |

CHECKS PAID

| Check Date | Amount | Check Date | Amount | Check Date | Amount |
|-------------|---------|-------------|---------|-------------|---------|
| 3197 Jul 10 | 2304.47 | 3207 Jul 16 | 896.01 | 3217 Jul 20 | 1260.02 |
| 3198 Jul 3 | 344.00 | 3208 Jul 16 | 393.30 | 3218 Jul 23 | 804.52 |
| 3199 Jul 3 | 243.42 | 3209 Jul 17 | 325.00 | 3219 Jul 25 | 3483.82 |
| 3200 Jul 16 | 482.45 | 3210 Jul 24 | 2605.43 | 3221*Jul 25 | 161.11 |
| 3201 Jul 9 | 574.87 | 3211 Jul 17 | 966.71 | 3223*Jul 30 | 1541.01 |
| 3202 Jul 10 | 258.50 | 3212 Jul 18 | 80.00 | 3224 Jul 31 | 1994.37 |
| 3203 Jul 9 | 2122.92 | 3213 Jul 23 | 294.44 | 3225 Jul 31 | 402.50 |
| 3204 Jul 16 | 2835.97 | 3214 Jul 19 | 461.10 | 3228*Jul 31 | 3263.68 |
| 3205 Jul 16 | 414.59 | 3215 Jul 23 | 705.75 | 3229 Jul 31 | 144.38 |
| 3206 Jul 13 | 1195.37 | 3216 Jul 18 | 3688.70 | | |

* Denotes missing check numbers



Account Number

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Aug 1 thru Sep 3 2012

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 29,052.18 | 39,841.27 | 33 | 37,347.18 | 38 | 31,546.27 |

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|----------------------|-------------------|----------|-------------|-----------|
| Aug 1 | Beginning Balance | | | 29,052.18 |
| Aug 1 | ACH DEPOSIT | 1,197.27 | | 30,249.45 |
| Aug 1 | ACH WITHDRAWAL | | 1,204.60 | 29,044.85 |
| Aug 1 | CHECK 3220 | | 318.69 | 28,726.16 |
| Aug 1 | CHECK 3230 | | 223.03 | 28,503.13 |
| Aug 2 | ACH DEPOSIT | 1,149.06 | | 29,652.19 |
| Aug 2 | CHECK 3227 | | 3,062.67 | 26,589.52 |
| Aug 3 | ACH DEPOSIT | 1,300.27 | | 27,889.79 |
| Aug 3 | CHECK 3222 | | 200.00 | 27,689.79 |
| Aug 3 | CHECK 3226 | | 737.13 | 26,952.66 |
| Aug 3 | CHECK 3232 | | 1,176.60 | 25,776.06 |
| Aug 6 | ACH DEPOSIT | 1,293.07 | | 27,069.13 |
| Aug 6 | ACH DEPOSIT | 1,839.94 | | 28,909.07 |
| Aug 6 | ACH DEPOSIT | 2,082.39 | | 30,991.46 |
| Aug 6 | Deposit Check | 100.00 | | 31,091.46 |
| Aug 6 | CHECK 3233 | | 990.57 | 30,100.89 |
| Aug 7 | ACH DEPOSIT | 1,369.08 | | 31,469.97 |
| Aug 7 | CHECK 3231 | | 1,756.77 | 29,713.20 |
| Aug 8 | ACH DEPOSIT | 927.38 | | 30,640.58 |
| Aug 9 | ACH DEPOSIT | 1,298.70 | | 31,939.28 |
| Aug 9 | CHECK 3236 | | 643.78 | 31,295.50 |
| Aug 10 | ACH DEPOSIT | 1,840.52 | | 33,136.02 |
| Aug 13 | ACH DEPOSIT | 1,500.67 | | 34,636.69 |
| Aug 13 | ACH DEPOSIT | 2,374.30 | | 37,010.99 |
| Aug 13 | ACH DEPOSIT | 2,544.67 | | 39,555.66 |
| Aug 13 | CHECK 3235 | | 362.30 | 39,193.36 |
| Aug 13 | CHECK 3238 | | 1,287.04 | 37,906.32 |
| Aug 13 | CHECK 3244 | | 1,377.81 | 36,528.51 |
| Aug 14 | ACH DEPOSIT | 1,011.84 | | 37,540.35 |
| Aug 14 | CHECK 3234 | | 1,806.99 | 35,733.36 |
| Aug 14 | CHECK 3237 | | 716.42 | 35,016.94 |
| Aug 14 | CHECK 3240 | | 540.00 | 34,476.94 |
| Aug 14 | CHECK 3241 | | 140.00 | 34,336.94 |
| Aug 14 | CHECK 3242 | | 1,154.15 | 33,182.79 |
| Aug 14 | CHECK 3243 | | 704.30 | 32,478.49 |
| Aug 14 | CHECK 3248 | | 4,131.70 | 28,346.79 |
| Aug 15 | ACH DEPOSIT | 976.36 | | 29,323.15 |
| Aug 15 | Deposit Check | 67.19 | | 29,390.34 |
| Aug 15 | ACH WITHDRAWAL | | 352.00 | 29,038.34 |
| Aug 15 | ACH WITHDRAWAL | | 1,554.88 | 27,483.46 |
| Aug 15 | CHECK 3246 | | 516.50 | 26,966.96 |
| Aug 16 | ACH DEPOSIT | 697.22 | | 27,664.18 |

First Federal

Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

NSACTION ACTIVITY

| | | | Deposits | Withdrawals | Balance |
|----------------|----------------------------|--|----------|-------------|-----------|
| 17 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,014.37 | | 28,678.55 |
| 20 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,142.48 | | 29,821.03 |
| 20 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,864.51 | | 31,685.54 |
| 20 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,989.37 | | 33,674.91 |
| 20 CHECK 3245 | | | | 589.25 | 33,085.66 |
| 20 CHECK 3247 | | | | 790.50 | 32,295.16 |
| 21 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,032.17 | | 33,327.33 |
| 21 CHECK 3239 | | | | 1,821.55 | 31,505.78 |
| 21 CHECK 3249 | | | | 521.50 | 30,984.28 |
| 22 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,119.65 | | 32,103.93 |
| 22 CHECK 3250 | | | | 193.91 | 31,910.02 |
| 23 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,010.87 | | 32,920.89 |
| 23 CHECK 3251 | | | | 161.71 | 32,759.18 |
| 24 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 606.22 | | 33,365.40 |
| 27 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,220.39 | | 34,585.79 |
| 27 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,295.06 | | 35,880.85 |
| 27 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 1,462.28 | | 37,343.13 |
| 27 CHECK 3254 | | | | 877.75 | 36,465.38 |
| 28 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 810.95 | | 37,276.33 |
| 28 CHECK 3252 | | | | 2,515.64 | 34,760.69 |
| 29 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 465.93 | | 35,226.62 |
| 30 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 500.32 | | 35,726.94 |
| 30 CHECK 3255 | | | | 1,348.91 | 34,378.03 |
| 30 CHECK 3256 | | | | 672.85 | 33,705.18 |
| 30 CHECK 3258 | | | | 75.00 | 33,630.18 |
| 30 CHECK 3260 | | | | 725.95 | 32,904.23 |
| 30 CHECK 3261 | | | | 908.32 | 31,995.91 |
| 30 CHECK 3262 | | | | 963.00 | 31,032.91 |
| 31 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 736.77 | | 31,769.68 |
| 31 CHECK 3263 | | | | 223.41 | 31,546.27 |

KS PAID

| Check Date | Amount | Check Date | Amount | Check Date | Amount |
|-------------|---------|-------------|---------|-------------|---------|
| 3220 Aug 1 | 318.69 | 3238 Aug 13 | 1287.04 | 3250 Aug 22 | 193.91 |
| 3222*Aug 3 | 200.00 | 3239 Aug 21 | 1821.55 | 3251 Aug 23 | 161.71 |
| 3226*Aug 3 | 737.13 | 3240 Aug 14 | 540.00 | 3252 Aug 28 | 2515.64 |
| 3227 Aug 2 | 3062.67 | 3241 Aug 14 | 140.00 | 3254*Aug 27 | 877.75 |
| 3230*Aug 1 | 223.03 | 3242 Aug 14 | 1154.15 | 3255 Aug 30 | 1348.91 |
| 3231 Aug 7 | 1756.77 | 3243 Aug 14 | 704.30 | 3256 Aug 30 | 672.85 |
| 3232 Aug 3 | 1176.60 | 3244 Aug 13 | 1377.81 | 3258*Aug 30 | 75.00 |
| 3233 Aug 6 | 990.57 | 3245 Aug 20 | 589.25 | 3260*Aug 30 | 725.95 |
| 3234 Aug 14 | 1806.99 | 3246 Aug 15 | 516.50 | 3261 Aug 30 | 908.32 |
| 3235 Aug 13 | 362.30 | 3247 Aug 20 | 790.50 | 3262 Aug 30 | 963.00 |
| 3236 Aug 9 | 643.78 | 3248 Aug 14 | 4131.70 | 3263 Aug 31 | 223.41 |
| 3237 Aug 14 | 716.42 | 3249 Aug 21 | 521.50 | | |

*notes missing check numbers

11



Account Number

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Sep 4 thru Sep 30 2012

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 31,546.27 | 21,754.21 | 29 | 28,249.83 | 26 | 25,050.65 |

| TRANSACTION ACTIVITY | | | | Deposits | Withdrawals | Balance |
|----------------------|-------------------|------------|------------------|----------|-------------|-----------|
| Sep 4 | Beginning Balance | | | | | 31,546.27 |
| Sep 4 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 816.33 | | 32,362.60 |
| Sep 4 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,209.31 | | 33,571.91 |
| Sep 4 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,736.28 | | 35,308.19 |
| Sep 4 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,872.53 | | 37,180.72 |
| Sep 4 | ACH WITHDRAWAL | TXNS/FEEES | HRTLAND PMT SYS | | 1,038.17 | 36,142.55 |
| Sep 4 | CHECK 3257 | | | | 145.71 | 35,996.84 |
| Sep 4 | CHECK 3266 | | | | 390.70 | 35,606.14 |
| Sep 5 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 737.85 | | 36,343.99 |
| Sep 5 | CHECK 3259 | | | | 2,142.74 | 34,201.25 |
| Sep 5 | CHECK 3264 | | | | 3,263.68 | 30,937.57 |
| Sep 6 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 586.91 | | 31,524.48 |
| Sep 6 | Deposit Check | | | 111.80 | | 31,636.28 |
| Sep 6 | CHECK 3265 | | | | 420.50 | 31,215.78 |
| Sep 7 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 742.38 | | 31,958.16 |
| Sep 10 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 498.16 | | 32,456.32 |
| Sep 10 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,028.62 | | 33,484.94 |
| Sep 10 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,318.67 | | 34,803.61 |
| Sep 10 | CHECK 3271 | | | | 694.54 | 34,109.07 |
| Sep 11 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,004.23 | | 35,113.30 |
| Sep 11 | CHECK 3267 | | | | 1,044.08 | 34,069.22 |
| Sep 11 | CHECK 3270 | | | | 503.85 | 33,565.37 |
| Sep 11 | CHECK 3272 | | | | 328.50 | 33,236.87 |
| Sep 12 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 465.94 | | 33,702.81 |
| Sep 13 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 457.63 | | 34,160.44 |
| Sep 14 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 469.85 | | 34,630.29 |
| Sep 14 | ACH WITHDRAWAL | TAX PAYMNT | STATE OF SOUTH C | | 440.00 | 34,190.29 |
| Sep 14 | ACH WITHDRAWAL | USATAXPYMT | IRS | | 1,943.60 | 32,246.69 |
| Sep 14 | CHECK 3268 | | | | 974.95 | 31,271.74 |
| Sep 14 | CHECK 3273 | | | | 965.44 | 30,306.30 |
| Sep 17 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 478.59 | | 30,784.89 |
| Sep 17 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 909.61 | | 31,694.50 |
| Sep 17 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 935.39 | | 32,629.89 |
| Sep 17 | CHECK 3269 | | | | 455.31 | 32,174.58 |
| Sep 17 | CHECK 3274 | | | | 233.70 | 31,940.88 |
| Sep 17 | CHECK 3281 | | | | 1,082.73 | 30,858.15 |
| Sep 18 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 817.19 | | 31,675.34 |
| Sep 18 | CHECK 3278 | | | | 278.50 | 31,396.84 |
| Sep 19 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 426.37 | | 31,823.21 |
| Sep 19 | CHECK 3277 | | | | 503.72 | 31,319.49 |
| Sep 19 | CHECK 3280 | | | | 1,358.24 | 29,961.25 |
| Sep 20 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 570.22 | | 30,531.47 |



Account Number
 [REDACTED]

GINOS THE KING OF PIZZA LLC
 144 BROOKGATE DR
 MYRTLE BEACH SC 29579-7809

TRANSACTION ACTIVITY

| | | Deposits | Withdrawals | Balance |
|--------------------|----------------------------|----------|-------------|-----------|
| Sep 20 CHECK 3275 | | | 4,029.76 | 26,501.71 |
| Sep 20 CHECK 3276 | | | 771.00 | 25,730.71 |
| Sep 21 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 343.81 | | 26,074.52 |
| Sep 21 CHECK 3282 | | | 950.00 | 25,124.52 |
| Sep 24 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 742.36 | | 25,866.88 |
| Sep 24 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 847.50 | | 26,714.38 |
| Sep 24 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 986.88 | | 27,701.26 |
| Sep 25 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 374.40 | | 28,075.66 |
| Sep 25 CHECK 3279 | | | 4,048.70 | 24,026.96 |
| Sep 26 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 390.66 | | 24,417.62 |
| Sep 26 CHECK 3287 | | | 80.00 | 24,337.62 |
| Sep 27 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 331.27 | | 24,668.89 |
| Sep 27 CHECK 3288 | | | 161.71 | 24,507.18 |
| Sep 28 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 543.47 | | 25,050.65 |

CHECKS PAID

| Check | Date | Amount | Check | Date | Amount | Check | Date | Amount |
|-------|--------|---------|-------|--------|---------|-------|--------|---------|
| 3257 | Sep 4 | 145.71 | 3270 | Sep 11 | 503.85 | 3278 | Sep 18 | 278.50 |
| 3259* | Sep 5 | 2142.74 | 3271 | Sep 10 | 694.54 | 3279 | Sep 25 | 4048.70 |
| 3264* | Sep 5 | 3263.68 | 3272 | Sep 11 | 328.50 | 3280 | Sep 19 | 1358.24 |
| 3265 | Sep 6 | 420.50 | 3273 | Sep 14 | 965.44 | 3281 | Sep 17 | 1082.73 |
| 3266 | Sep 4 | 390.70 | 3274 | Sep 17 | 233.70 | 3282 | Sep 21 | 950.00 |
| 3267 | Sep 11 | 1044.08 | 3275 | Sep 20 | 4029.76 | 3287* | Sep 26 | 80.00 |
| 3268 | Sep 14 | 974.95 | 3276 | Sep 20 | 771.00 | 3288 | Sep 27 | 161.71 |
| 3269 | Sep 17 | 455.31 | 3277 | Sep 19 | 503.72 | | | |

* Denotes missing check numbers



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Oct 1 thru Oct 31 2012

| | | | | | |
|-------------------|-----------|-----|--------------|-----|----------------|
| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
| 25,050.65 | 21,887.70 | 32 | 23,323.98 | 31 | 23,614.37 |

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|----------------------|--|----------|-------------|-----------|
| Oct 1 | Beginning Balance | | | 25,050.65 |
| Oct 1 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 557.96 | | 25,608.61 |
| Oct 1 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,134.80 | | 26,743.41 |
| Oct 1 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,262.91 | | 28,006.32 |
| Oct 1 | ACH WITHDRAWAL TXNS/FEES HRTLAND PMT SYS | | 672.40 | 27,333.92 |
| Oct 1 | CHECK 3283 | | 288.20 | 27,045.72 |
| Oct 2 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 564.45 | | 27,610.17 |
| Oct 2 | CHECK 3285 | | 796.13 | 26,814.04 |
| Oct 2 | CHECK 3286 | | 154.21 | 26,659.83 |
| Oct 2 | CHECK 3292 | | 221.00 | 26,438.83 |
| Oct 2 | CHECK 3293 | | 222.83 | 26,216.00 |
| Oct 3 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 633.94 | | 26,849.94 |
| Oct 3 | CHECK 3289 | | 3,263.68 | 23,586.26 |
| Oct 3 | CHECK 3290 | | 1,454.60 | 22,131.66 |
| Oct 4 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 544.81 | | 22,676.47 |
| Oct 5 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 741.52 | | 23,417.99 |
| Oct 5 | ACH WITHDRAWAL DEBIT SCDEW TAXPAYMENT | | 3.06 | 23,414.93 |
| Oct 5 | CHECK 3284 | | 456.31 | 22,958.62 |
| Oct 9 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 410.74 | | 23,369.36 |
| Oct 9 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 655.69 | | 24,025.05 |
| Oct 9 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,083.53 | | 25,108.58 |
| Oct 9 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,235.00 | | 26,353.58 |
| Oct 9 | CHECK 3291 | | 534.78 | 25,818.80 |
| Oct 9 | CHECK 3297 | | 534.59 | 25,284.21 |
| Oct 10 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 559.37 | | 25,843.58 |
| Oct 10 | CHECK 3294 | | 226.25 | 25,617.33 |
| Oct 10 | CHECK 3296 | | 340.00 | 25,277.33 |
| Oct 11 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 467.62 | | 25,744.95 |
| Oct 11 | CHECK 3298 | | 1,323.72 | 24,421.23 |
| Oct 12 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 576.92 | | 24,998.15 |
| Oct 15 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 489.83 | | 25,487.98 |
| Oct 15 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 981.22 | | 26,469.20 |
| Oct 15 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,022.54 | | 27,491.74 |
| Oct 15 | ACH WITHDRAWAL TAX PAYMNT STATE OF SOUTH C | | 352.00 | 27,139.74 |
| Oct 15 | ACH WITHDRAWAL USATAXPYMT IRS | | 1,554.88 | 25,584.86 |
| Oct 15 | CHECK 3300 | | 1,105.41 | 24,479.45 |
| Oct 16 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 401.70 | | 24,881.15 |
| Oct 16 | CHECK 3295 | | 1,907.23 | 22,973.92 |
| Oct 16 | CHECK 3299 | | 623.81 | 22,350.11 |
| Oct 16 | CHECK 3301 | | 363.50 | 21,986.61 |
| Oct 16 | CHECK 3302 | | 836.24 | 21,150.37 |
| Oct 17 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 333.96 | | 21,484.33 |



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|----------------------|-------------|----------|-------------|-----------|
| Oct 17 | CHECK 3305 | | 143.80 | 21,340.53 |
| Oct 18 | ACH DEPOSIT | | | 21,708.03 |
| Oct 18 | CHECK 3306 | 367.50 | | 21,449.28 |
| Oct 19 | ACH DEPOSIT | | 258.75 | 21,928.68 |
| Oct 19 | CHECK 3307 | 479.40 | | 21,858.93 |
| Oct 22 | ACH DEPOSIT | | 2,069.75 | 20,549.67 |
| Oct 22 | ACH DEPOSIT | 690.74 | | 21,303.81 |
| Oct 22 | ACH DEPOSIT | 754.14 | | 22,499.29 |
| Oct 23 | ACH DEPOSIT | 1,195.48 | | 23,315.64 |
| Oct 23 | CHECK 3303 | 816.35 | | 21,874.18 |
| Oct 23 | CHECK 3308 | | 1,441.46 | 21,478.18 |
| Oct 23 | CHECK 3309 | | 396.00 | 20,873.68 |
| Oct 24 | ACH DEPOSIT | | 604.50 | 21,279.21 |
| Oct 25 | ACH DEPOSIT | 405.53 | | 21,522.45 |
| Oct 25 | CHECK 3312 | 243.24 | | 21,377.24 |
| Oct 26 | ACH DEPOSIT | | 145.21 | 21,927.87 |
| Oct 29 | ACH DEPOSIT | 550.63 | | 22,599.68 |
| Oct 29 | ACH DEPOSIT | 671.81 | | 23,321.89 |
| Oct 29 | ACH DEPOSIT | 722.21 | | 24,160.93 |
| Oct 29 | CHECK 3310 | 839.04 | | 23,245.25 |
| Oct 30 | CHECK 3315 | | 915.68 | 23,131.25 |
| Oct 31 | ACH DEPOSIT | 483.12 | 114.00 | 23,614.37 |

| CHECKS PAID | | | | | | | | |
|-------------|-------|---------|-------|--------|---------|-------|--------|---------|
| Check | Date | Amount | Check | Date | Amount | Check | Date | Amount |
| 3283 | Oct 1 | 288.20 | 3294 | Oct 10 | 226.25 | 3303 | Oct 23 | 1441.46 |
| 3284 | Oct 5 | 456.31 | 3295 | Oct 16 | 1907.23 | 3305* | Oct 17 | 143.80 |
| 3285 | Oct 2 | 796.13 | 3296 | Oct 10 | 340.00 | 3306 | Oct 18 | 258.75 |
| 3286 | Oct 2 | 154.21 | 3297 | Oct 9 | 534.59 | 3307 | Oct 19 | 2069.75 |
| 3289* | Oct 3 | 3263.68 | 3298 | Oct 11 | 1323.72 | 3308 | Oct 23 | 396.00 |
| 3290 | Oct 3 | 1454.60 | 3299 | Oct 16 | 623.81 | 3309 | Oct 23 | 604.50 |
| 3291 | Oct 9 | 534.78 | 3300 | Oct 15 | 1105.41 | 3310 | Oct 29 | 915.68 |
| 3292 | Oct 2 | 221.00 | 3301 | Oct 16 | 363.50 | 3312* | Oct 25 | 145.21 |
| 3293 | Oct 2 | 222.83 | 3302 | Oct 16 | 836.24 | 3315* | Oct 30 | 114.00 |

* Denotes missing check numbers



Account Number

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Nov 1 thru Dec 2 2012

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 23,614.37 | 18,868.29 | 29 | 27,356.13 | 33 | 15,126.53 |

NOTICE: By federal law, as of 1/1/2013; funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|---|----------|-------------|-----------|
| Nov 1 Beginning Balance | | | 23,614.37 |
| Nov 1 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 425.81 | | 24,040.18 |
| Nov 1 ACH WITHDRAWAL TXNS/FEEES HRTLAND PMT SYS | | 560.45 | 23,479.73 |
| Nov 1 CHECK 3304 | | 1,369.14 | 22,110.59 |
| Nov 1 CHECK 3314 | | 158.35 | 21,952.24 |
| Nov 1 CHECK 3317 | | 353.70 | 21,598.54 |
| Nov 1 CHECK 3319 | | 223.58 | 21,374.96 |
| Nov 2 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 522.67 | | 21,897.63 |
| Nov 2 CHECK 3313 | | 3,263.68 | 18,633.95 |
| Nov 5 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 487.86 | | 19,121.81 |
| Nov 5 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 719.88 | | 19,841.69 |
| Nov 5 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 861.17 | | 20,702.86 |
| Nov 5 CHECK 3316 | | 1,487.06 | 19,215.80 |
| Nov 6 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 691.78 | | 19,907.58 |
| Nov 6 CHECK 3318 | | 154.21 | 19,753.37 |
| Nov 6 CHECK 3320 | | 80.00 | 19,673.37 |
| Nov 7 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 605.72 | | 20,279.09 |
| Nov 7 CHECK 3321 | | 1,226.29 | 19,052.80 |
| Nov 7 CHECK 3322 | | 269.50 | 18,783.30 |
| Nov 8 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 456.79 | | 19,240.09 |
| Nov 8 CHECK 3323 | | 533.61 | 18,706.48 |
| Nov 9 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 597.38 | | 19,303.86 |
| Nov 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 512.96 | | 19,816.82 |
| Nov 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 695.00 | | 20,511.82 |
| Nov 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 884.99 | | 21,396.81 |
| Nov 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,056.08 | | 22,452.89 |
| Nov 14 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 408.70 | | 22,861.59 |
| Nov 15 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 258.75 | | 23,120.34 |
| Nov 15 ACH WITHDRAWAL TAX PAYMNT STATE OF SOUTH C | | 352.00 | 22,768.34 |
| Nov 15 ACH WITHDRAWAL USATAXPYMT IRS | | 1,554.88 | 21,213.46 |
| Nov 15 CHECK 3311 | | 1,540.51 | 19,672.95 |
| Nov 15 CHECK 3324 | | 978.57 | 18,694.38 |
| Nov 15 CHECK 3326 | | 299.50 | 18,394.88 |
| Nov 16 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 242.29 | | 18,637.17 |
| Nov 16 CHECK 3327 | | 718.31 | 17,918.86 |
| Nov 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 433.37 | | 18,352.23 |
| Nov 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 510.41 | | 18,862.64 |
| Nov 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,131.97 | | 19,994.61 |



Account Number
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GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|----------------------|--|----------|-------------|-----------|
| Nov 19 | ACH WITHDRAWAL DEBIT SC DEPT REVENUE | | 1,914.00 | 18,080.61 |
| Nov 19 | CHECK 3329 | | 239.25 | 17,841.36 |
| Nov 20 | ACH DEPOSIT | 609.82 | | 18,451.18 |
| Nov 20 | CHECK 3325 TXNS/FEEES HRTLAND PMT SYS | | 261.90 | 18,189.28 |
| Nov 20 | CHECK 3328 | | 342.71 | 17,846.57 |
| Nov 20 | CHECK 3334 | | 883.70 | 16,962.87 |
| Nov 21 | ACH DEPOSIT | 508.19 | | 17,471.06 |
| Nov 21 | CHECK 3330 TXNS/FEEES HRTLAND PMT SYS | | 366.20 | 17,104.86 |
| Nov 21 | CHECK 3332 | | 246.50 | 16,858.36 |
| Nov 23 | ACH DEPOSIT | 545.48 | | 17,403.84 |
| Nov 23 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,595.75 | | 18,999.59 |
| Nov 23 | CHECK 3333 | | 155.00 | 18,844.59 |
| Nov 23 | CHECK 3337 | | 123.21 | 18,721.38 |
| Nov 26 | ACH DEPOSIT | | | 19,607.73 |
| Nov 26 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 886.35 | | 20,874.36 |
| Nov 26 | CHECK 3331 | 1,266.63 | | 19,247.20 |
| Nov 27 | ACH DEPOSIT | | 1,627.16 | 19,831.48 |
| Nov 28 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 584.28 | | 20,311.48 |
| Nov 28 | CHECK 3335 | 480.00 | | 19,995.13 |
| Nov 29 | ACH DEPOSIT | | 316.35 | 20,492.10 |
| Nov 29 | CHECK 3341 | 496.97 | | 20,154.75 |
| Nov 30 | ACH DEPOSIT | | 337.35 | 20,545.99 |
| Nov 30 | CHECK 3336 | 391.24 | | 18,909.27 |
| Nov 30 | CHECK 3336 | | 1,636.72 | 18,390.21 |
| Nov 30 | CHECK 3340 | | 519.06 | 3,263.68 |
| Nov 30 | CHECK 3340 | | | 15,126.53 |

| CHECKS PAID | | | |
|-------------|--------|---------|-------------|
| Check | Date | Amount | Check Date |
| 3304 | Nov 1 | 1369.14 | 3322 Nov 7 |
| 3311* | Nov 15 | 1540.51 | 3323 Nov 8 |
| 3313* | Nov 2 | 3263.68 | 3324 Nov 15 |
| 3314 | Nov 1 | 158.35 | 3325 Nov 20 |
| 3316* | Nov 5 | 1487.06 | 3326 Nov 15 |
| 3317 | Nov 1 | 353.70 | 3327 Nov 16 |
| 3318 | Nov 6 | 154.21 | 3328 Nov 20 |
| 3319 | Nov 1 | 223.58 | 3329 Nov 19 |
| 3320 | Nov 6 | 80.00 | 3330 Nov 21 |
| 3321 | Nov 7 | 1226.29 | 3331 Nov 26 |
| | | | 1627.16 |

* Denotes missing check numbers



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Dec 3 thru Dec 31 2012

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 15,126.53 | 19,797.32 | 30 | 21,117.13 | 31 | 13,806.72 |

NOTICE: By federal law, as of 1/1/2013, funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | | | | | Deposits | Withdrawals | Balance |
|----------------------|-------------------|------------|------------------|----------|----------|-------------|-----------|
| Dec 3 | Beginning Balance | | | | | | 15,126.53 |
| Dec 3 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 503.86 | | | 15,630.39 |
| Dec 3 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 866.83 | | | 16,497.22 |
| Dec 3 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 992.15 | | | 17,489.37 |
| Dec 3 | ACH WITHDRAWAL | TXNS/FEEES | HRTLAND PMT SYS | | 546.53 | | 16,942.84 |
| Dec 3 | CHECK 3339 | | | | 1,682.58 | | 15,260.26 |
| Dec 3 | CHECK 3342 | | | | 154.21 | | 15,106.05 |
| Dec 4 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 502.45 | | | 15,608.50 |
| Dec 4 | CHECK 3344 | | | | 398.75 | | 15,209.75 |
| Dec 5 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 370.67 | | | 15,580.42 |
| Dec 5 | CHECK 3343 | | | | 198.00 | | 15,382.42 |
| Dec 6 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 495.17 | | | 15,877.59 |
| Dec 6 | CHECK 3348 | | | | 297.08 | | 15,580.51 |
| Dec 7 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 545.31 | | | 16,125.82 |
| Dec 7 | CHECK 3347 | | | | 564.46 | | 15,561.36 |
| Dec 10 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 633.87 | | | 16,195.23 |
| Dec 10 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 844.88 | | | 17,040.11 |
| Dec 10 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 1,043.99 | | | 18,084.10 |
| Dec 10 | CHECK 3345 | | | | 1,396.18 | | 16,687.92 |
| Dec 10 | CHECK 3346 | | | | 655.11 | | 16,032.81 |
| Dec 10 | CHECK 3350 | | | | 398.75 | | 15,634.06 |
| Dec 11 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 466.29 | | | 16,100.35 |
| Dec 12 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 269.16 | | | 16,369.51 |
| Dec 12 | CHECK 3349 | | | | 279.50 | | 16,090.01 |
| Dec 13 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 502.94 | | | 16,592.95 |
| Dec 13 | CHECK 3354 | | | | 503.35 | | 16,089.60 |
| Dec 14 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 352.28 | | | 16,441.88 |
| Dec 14 | ACH WITHDRAWAL | TAX PAYMNT | STATE OF SOUTH C | | 440.00 | | 16,001.88 |
| Dec 14 | ACH WITHDRAWAL | USATAXPYMT | IRS | | 1,943.60 | | 14,058.28 |
| Dec 14 | CHECK 3351 | | | | 425.54 | | 13,632.74 |
| Dec 17 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 511.38 | | | 14,144.12 |
| Dec 17 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 666.83 | | | 14,810.95 |
| Dec 17 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 955.54 | | | 15,766.49 |
| Dec 17 | CHECK 3352 | | | | 2,279.95 | | 13,486.54 |
| Dec 17 | CHECK 3353 | | | | 399.19 | | 13,087.35 |
| Dec 17 | CHECK 3360 | | | | 398.75 | | 12,688.60 |
| Dec 18 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 537.00 | | | 13,225.60 |
| Dec 19 | ACH DEPOSIT | TXNS/FEEES | HRTLAND PMT SYS | 601.62 | | | 13,827.22 |



Account Number
~~XXXXXXXXXX~~

GINOS THE KING OF PIZZA LLC
 144 BROOKGATE DR
 MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|----------------------|---------------------------------------|----------|-------------|-----------|
| Dec 19 | ACH WITHDRAWAL DEBIT SC DEPT REVENUE | | 1,835.00 | 11,992.22 |
| Dec 19 | CHECK 3357 | | 414.00 | 11,578.22 |
| Dec 19 | CHECK 3362 | | 229.46 | 11,348.76 |
| Dec 20 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 502.72 | | 11,851.48 |
| Dec 20 | CHECK 3361 | | 110.00 | 11,741.48 |
| Dec 21 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 726.81 | | 12,468.29 |
| Dec 21 | CHECK 3363 | | 351.21 | 12,117.08 |
| Dec 24 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 510.85 | | 12,627.93 |
| Dec 24 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 541.36 | | 13,169.29 |
| Dec 24 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 970.96 | | 14,140.25 |
| Dec 24 | CHECK 3358 | | 273.40 | 13,866.85 |
| Dec 26 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 402.48 | | 14,269.33 |
| Dec 26 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 805.58 | | 15,074.91 |
| Dec 26 | CHECK 3359 | | 1,435.80 | 13,639.11 |
| Dec 26 | CHECK 3369 | | 398.75 | 13,240.36 |
| Dec 28 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 810.86 | | 14,051.22 |
| Dec 31 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 827.56 | | 14,878.78 |
| Dec 31 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 870.36 | | 15,749.14 |
| Dec 31 | ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,165.56 | | 16,914.70 |
| Dec 31 | CHECK 3366 | | 701.86 | 16,212.84 |
| Dec 31 | CHECK 3367 | | 269.70 | 15,943.14 |
| Dec 31 | CHECK 3373 | | 195.50 | 15,747.64 |
| Dec 31 | CHECK 3374 | | 1,542.17 | 14,205.47 |
| Dec 31 | CHECK 3375 | | 398.75 | 13,806.72 |

| CHECKS PAID | | | | | |
|-------------|--------|---------|-------|--------|---------|
| Check | Date | Amount | Check | Date | Amount |
| 3339 | Dec 3 | 1682.58 | 3350 | Dec 10 | 398.75 |
| 3342* | Dec 3 | 154.21 | 3351 | Dec 14 | 425.54 |
| 3343 | Dec 5 | 198.00 | 3352 | Dec 17 | 2279.95 |
| 3344 | Dec 4 | 398.75 | 3353 | Dec 17 | 399.19 |
| 3345 | Dec 10 | 1396.18 | 3354 | Dec 13 | 503.35 |
| 3346 | Dec 10 | 655.11 | 3357* | Dec 19 | 414.00 |
| 3347 | Dec 7 | 564.46 | 3358 | Dec 24 | 273.40 |
| 3348 | Dec 6 | 297.08 | 3359 | Dec 26 | 1435.80 |
| 3349 | Dec 12 | 279.50 | 3360 | Dec 17 | 398.75 |
| | | | 3361 | Dec 20 | 110.00 |
| | | | 3362 | Dec 19 | 229.46 |
| | | | 3363 | Dec 21 | 351.21 |
| | | | 3366* | Dec 31 | 701.86 |
| | | | 3367 | Dec 31 | 269.70 |
| | | | 3369* | Dec 26 | 398.75 |
| | | | 3373* | Dec 31 | 195.50 |
| | | | 3374 | Dec 31 | 1542.17 |
| | | | 3375 | Dec 31 | 398.75 |

* Denotes missing check numbers



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Jan 1 thru Jan 31 2013

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 13,806.72 | 18,247.66 | 32 | 23,901.44 | 34 | 8,152.94 |

NOTICE: By federal law, as of 1/1/2013, funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|---|----------|-------------|-----------|
| Jan 1 Beginning Balance | | | 13,806.72 |
| Jan 2 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 776.37 | | 14,583.09 |
| Jan 2 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 919.20 | | 15,502.29 |
| Jan 2 ACH WITHDRAWAL TXNS/FEEES HRTLAND PMT SYS | | 573.27 | 14,929.02 |
| Jan 2 CHECK 3365 | | 208.00 | 14,721.02 |
| Jan 2 CHECK 3370 | | 154.21 | 14,566.81 |
| Jan 2 CHECK 3371 | | 139.71 | 14,427.10 |
| Jan 3 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 606.63 | | 15,033.73 |
| Jan 3 CHECK 3368 | | 3,263.68 | 11,770.05 |
| Jan 3 CHECK 3378 | | 223.74 | 11,546.31 |
| Jan 4 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 519.09 | | 12,065.40 |
| Jan 7 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 320.01 | | 12,385.41 |
| Jan 7 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 587.05 | | 12,972.46 |
| Jan 7 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,113.59 | | 14,086.05 |
| Jan 7 CHECK 3376 | | 1,406.89 | 12,679.16 |
| Jan 7 CHECK 3377 | | 361.32 | 12,317.84 |
| Jan 8 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 569.05 | | 12,886.89 |
| Jan 8 CHECK 3380 | | 1,704.95 | 11,181.94 |
| Jan 8 CHECK 3384 | | 533.63 | 10,648.31 |
| Jan 9 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 405.39 | | 11,053.70 |
| Jan 9 CHECK 3383 | | 405.25 | 10,648.45 |
| Jan 10 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 344.21 | | 10,992.66 |
| Jan 10 CHECK 3382 | | 398.75 | 10,593.91 |
| Jan 11 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 327.27 | | 10,921.18 |
| Jan 11 CHECK 3379 | | 308.05 | 10,613.13 |
| Jan 14 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 458.63 | | 11,071.76 |
| Jan 14 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 575.39 | | 11,647.15 |
| Jan 14 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 856.50 | | 12,503.65 |
| Jan 14 CHECK 3389 | | 398.75 | 12,104.90 |
| Jan 15 ACH DEPOSIT Adjustment HRTLAND PMT SYS | .22 | | 12,105.12 |
| Jan 15 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 530.25 | | 12,635.37 |
| Jan 15 ACH WITHDRAWAL TAX PAYMNT STATE OF SOUTH C | | 467.00 | 12,168.37 |
| Jan 15 ACH WITHDRAWAL USATAXPYMT IRS | | 2,137.38 | 10,030.99 |
| Jan 15 CHECK 3381 | | 1,989.13 | 8,041.86 |
| Jan 15 CHECK 3385 | | 745.03 | 7,296.83 |
| Jan 15 CHECK 3388 | | 528.91 | 6,767.92 |
| Jan 16 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 264.52 | | 7,032.44 |
| Jan 16 CHECK 3386 | | 359.51 | 6,672.93 |



Account Number
 [REDACTED]

GINOS THE KING OF PIZZA LLC
 144 BROOKGATE DR
 MYRTLE BEACH SC 29579-7809

TRANSACTION ACTIVITY

| | Deposits | Withdrawals | Balance |
|-----------------------|---------------------------|-------------|----------|
| Feb 19 CHECK 3410 | | 1,974.80 | 7,894.48 |
| Feb 19 CHECK 3416 | | 207.81 | 7,686.67 |
| Feb 20 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | | 8,243.48 |
| Feb 20 CHECK 3418 | 556.81 | | 7,854.73 |
| Feb 21 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 388.75 | 8,427.64 |
| Feb 21 CHECK 3415 | 572.91 | | 8,109.54 |
| Feb 21 CHECK 3417 | | 318.10 | 8,084.54 |
| Feb 22 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 25.00 | 8,751.23 |
| Feb 22 CHECK 3421 | 666.69 | | 6,757.80 |
| Feb 22 CHECK 3422 | | 1,993.43 | 6,645.59 |
| Feb 25 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 112.21 | 7,057.18 |
| Feb 25 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 411.59 | 7,787.44 |
| Feb 25 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 730.26 | 9,080.06 |
| Feb 25 Deposit Check | 1,292.62 | | 9,190.06 |
| Feb 25 CHECK 3419 | 110.00 | | 8,301.95 |
| Feb 25 CHECK 3420 | | 888.11 | 7,857.06 |
| Feb 25 CHECK 3426 | | 444.89 | 7,468.31 |
| Feb 26 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 388.75 | 7,757.12 |
| Feb 26 ACH WITHDRAWAL | Equipment HRTLAND PMT SYS | 288.81 | 7,595.12 |
| Feb 27 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 162.00 | 7,990.95 |
| Feb 27 CHECK 3423 | 395.83 | | 6,131.29 |
| Feb 27 CHECK 3425 | | 1,859.66 | 5,880.79 |
| Feb 28 ACH DEPOSIT | TXNS/FEES HRTLAND PMT SYS | 250.50 | 6,196.23 |
| | 315.44 | | |

CHECKS PAID

| Check Date | Amount | Check Date | Amount | Check Date | Amount |
|-------------|---------|-------------|---------|-------------|---------|
| 3398 Feb 6 | 745.52 | 3409 Feb 8 | 1492.99 | 3418 Feb 20 | 388.75 |
| 3400*Feb 5 | 154.21 | 3410 Feb 19 | 1974.80 | 3419 Feb 25 | 888.11 |
| 3401 Feb 1 | 398.75 | 3411 Feb 13 | 254.00 | 3420 Feb 25 | 444.89 |
| 3403*Feb 6 | 165.50 | 3412 Feb 13 | 398.75 | 3421 Feb 22 | 1993.43 |
| 3404 Feb 4 | 398.75 | 3413 Feb 14 | 507.97 | 3422 Feb 22 | 112.21 |
| 3405 Feb 12 | 347.75 | 3414 Feb 14 | 185.00 | 3423 Feb 27 | 1859.66 |
| 3406 Feb 6 | 1632.51 | 3415 Feb 21 | 318.10 | 3425*Feb 27 | 250.50 |
| 3407 Feb 6 | 561.28 | 3416 Feb 19 | 207.81 | 3426 Feb 25 | 388.75 |
| 3408 Feb 12 | 382.10 | 3417 Feb 21 | 25.00 | | |

* Denotes missing check numbers



Account Number
 [REDACTED]

GINOS THE KING OF PIZZA LLC
 144 BROOKGATE DR
 MYRTLE BEACH SC 29579-7809

Statement Period: Feb 1 thru Feb 28 2013

| | | | | | |
|-------------------|-----------|-----|--------------|-----|----------------|
| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
| 8,152.94 | 19,478.39 | 29 | 21,435.10 | 31 | 6,196.23 |

NOTICE: By federal law, as of 1/1/2013, funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|---|----------|-------------|-----------|
| Feb 1 Beginning Balance | | | 8,152.94 |
| Feb 1 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 428.27 | | 8,581.21 |
| Feb 1 ACH WITHDRAWAL TXNS/FEEES HRTLAND PMT SYS | | 520.93 | 8,060.28 |
| Feb 1 CHECK 3401 | | 398.75 | 7,661.53 |
| Feb 4 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 623.02 | | 8,284.55 |
| Feb 4 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 980.10 | | 9,264.65 |
| Feb 4 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,117.36 | | 10,382.01 |
| Feb 4 CHECK 3404 | | 398.75 | 9,983.26 |
| Feb 5 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 942.43 | | 10,925.69 |
| Feb 5 CHECK 3400 | | 154.21 | 10,771.48 |
| Feb 6 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 307.25 | | 11,078.73 |
| Feb 6 CHECK 3398 | | 745.52 | 10,333.21 |
| Feb 6 CHECK 3403 | | 165.50 | 10,167.71 |
| Feb 6 CHECK 3406 | | 1,632.51 | 8,535.20 |
| Feb 6 CHECK 3407 | | 561.28 | 7,973.92 |
| Feb 7 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 496.69 | | 8,470.51 |
| Feb 8 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 340.50 | | 8,811.11 |
| Feb 8 CHECK 3409 | | 1,492.99 | 7,318.12 |
| Feb 11 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 620.69 | | 7,938.81 |
| Feb 11 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 640.65 | | 8,579.46 |
| Feb 11 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 945.24 | | 9,524.70 |
| Feb 12 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 922.14 | | 10,446.84 |
| Feb 12 CHECK 3405 | | 347.75 | 10,099.09 |
| Feb 12 CHECK 3408 | | 382.10 | 9,716.99 |
| Feb 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 498.95 | | 10,215.94 |
| Feb 13 CHECK 3411 | | 254.00 | 9,961.94 |
| Feb 13 CHECK 3412 | | 398.75 | 9,563.19 |
| Feb 14 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 723.97 | | 10,287.16 |
| Feb 14 CHECK 3413 | | 507.97 | 9,779.19 |
| Feb 14 CHECK 3414 | | 185.00 | 9,594.19 |
| Feb 15 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 349.89 | | 9,944.08 |
| Feb 15 ACH WITHDRAWAL TAX PAYMNT STATE OF SOUTH C | | 444.00 | 9,500.08 |
| Feb 15 ACH WITHDRAWAL DEBIT SC DEBT REVENUE | | 1,663.00 | 7,837.08 |
| Feb 15 ACH WITHDRAWAL USATAKPYMT IRS | | 2,168.08 | 5,669.00 |
| Feb 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 744.80 | | 6,413.80 |
| Feb 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 837.39 | | 7,251.19 |
| Feb 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,258.58 | | 8,509.77 |
| Feb 19 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,359.51 | | 9,869.28 |



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

TRANSACTION ACTIVITY

| Transaction | Deposits | Withdrawals | Balance |
|--------------------|----------|-------------|-----------|
| Mar 18 CHECK 3440 | | | |
| Mar 19 ACH DEPOSIT | | 2,463.47 | 5,055.32 |
| Mar 20 ACH DEPOSIT | 674.54 | | 5,729.86 |
| Mar 20 CHECK 3443 | 256.30 | | 5,986.16 |
| Mar 20 CHECK 3445 | | 179.00 | 5,807.16 |
| Mar 20 CHECK 3447 | | 388.75 | 5,418.41 |
| Mar 21 ACH DEPOSIT | | 236.20 | 5,182.21 |
| Mar 21 CHECK 3444 | 754.39 | | 5,936.60 |
| Mar 21 CHECK 3448 | | 199.75 | 5,736.85 |
| Mar 21 CHECK 3449 | | 361.41 | 5,375.44 |
| Mar 22 ACH DEPOSIT | | 353.35 | 5,022.09 |
| Mar 22 CHECK 3450 | 600.86 | | 5,622.95 |
| Mar 25 ACH DEPOSIT | | 90.00 | 5,532.95 |
| Mar 25 ACH DEPOSIT | 688.98 | | 6,221.93 |
| Mar 25 ACH DEPOSIT | 1,549.57 | | 7,771.50 |
| Mar 26 ACH DEPOSIT | 1,553.03 | | 9,324.53 |
| Mar 27 ACH DEPOSIT | 643.79 | | 9,968.32 |
| Mar 27 CHECK 3451 | 721.08 | | 10,689.40 |
| Mar 27 CHECK 3453 | | 342.50 | 10,346.90 |
| Mar 28 ACH DEPOSIT | | 368.75 | 9,978.15 |
| Mar 28 CHECK 3455 | 797.37 | | 10,775.52 |
| Mar 29 ACH DEPOSIT | | 112.21 | 10,663.31 |
| Mar 29 CHECK 3454 | 484.40 | | 11,147.71 |
| | | 322.79 | 10,824.92 |

CHECKS PAID

| Check | Date | Amount | Check | Date | Amount | Check | Date | Amount |
|-------|-------|---------|-------|--------|---------|-------|--------|--------|
| 3424 | Mar 4 | 414.65 | 3436 | Mar 8 | 515.40 | 3447* | Mar 20 | 236.20 |
| 3427* | Mar 4 | 1334.40 | 3437 | Mar 18 | 826.96 | 3448 | Mar 21 | 361.41 |
| 3428 | Mar 8 | 171.70 | 3438 | Mar 13 | 157.75 | 3449 | Mar 21 | 353.35 |
| 3429 | Mar 5 | 3263.68 | 3439 | Mar 11 | 388.75 | 3450 | Mar 22 | 90.00 |
| 3430 | Mar 7 | 154.21 | 3440 | Mar 18 | 2463.47 | 3451 | Mar 27 | 342.50 |
| 3431 | Mar 6 | 346.75 | 3441 | Mar 13 | 450.39 | 3453* | Mar 27 | 368.75 |
| 3432 | Mar 6 | 223.18 | 3442 | Mar 14 | 930.00 | 3454 | Mar 29 | 322.79 |
| 3433 | Mar 6 | 58.50 | 3443 | Mar 20 | 179.00 | 3455 | Mar 28 | 112.21 |
| 3434 | Mar 6 | 270.59 | 3444 | Mar 21 | 199.75 | | | |
| 3435 | Mar 8 | 1502.87 | 3445 | Mar 20 | 388.75 | | | |

* Denotes missing check numbers



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|---|----------|-------------|----------|
| Jan 16 CHECK 3390 | | 80.00 | 6,592.93 |
| Jan 17 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 539.69 | | 7,132.62 |
| Jan 17 ACH WITHDRAWAL DEBIT SC DEPT REVENUE | | 1,749.00 | 5,383.62 |
| Jan 17 CHECK 3387 | | 1,878.82 | 3,504.80 |
| Jan 17 CHECK 3391 | | 218.55 | 3,286.25 |
| Jan 18 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 300.03 | | 3,586.28 |
| Jan 18 ACH WITHDRAWAL DEBIT SCDEW TAXPAYMENT | | 5.03 | 3,581.25 |
| Jan 22 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 536.98 | | 4,118.23 |
| Jan 22 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 784.26 | | 4,902.49 |
| Jan 22 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 974.19 | | 5,876.68 |
| Jan 22 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,091.89 | | 6,968.57 |
| Jan 22 CHECK 3392 | | 334.51 | 6,634.06 |
| Jan 22 CHECK 3395 | | 398.75 | 6,235.31 |
| Jan 23 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 368.45 | | 6,603.76 |
| Jan 24 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 642.47 | | 7,246.23 |
| Jan 24 CHECK 3394 | | 152.00 | 7,094.23 |
| Jan 25 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 353.46 | | 7,447.69 |
| Jan 25 CHECK 3396 | | 161.71 | 7,285.98 |
| Jan 28 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 408.46 | | 7,694.44 |
| Jan 28 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 649.34 | | 8,343.78 |
| Jan 28 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 877.16 | | 9,220.94 |
| Jan 28 CHECK 3393 | | 413.02 | 8,807.92 |
| Jan 28 CHECK 3397 | | 257.40 | 8,550.52 |
| Jan 28 CHECK 3399 | | 1,580.73 | 6,969.79 |
| Jan 29 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 729.95 | | 7,699.74 |
| Jan 30 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 350.36 | | 8,050.10 |
| Jan 30 CHECK 3402 | | 223.76 | 7,826.34 |
| Jan 31 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 467.60 | | 8,293.94 |
| Jan 31 ACH WITHDRAWAL USATAXPYMT IRS | | 141.00 | 8,152.94 |

CHECKS PAID

| Check | Date | Amount | Check | Date | Amount | Check | Date | Amount |
|-------|--------|---------|-------|--------|---------|-------|--------|---------|
| 3365 | Jan 2 | 208.00 | 3382 | Jan 10 | 398.75 | 3392 | Jan 22 | 334.51 |
| 3368* | Jan 3 | 3263.68 | 3383 | Jan 9 | 405.25 | 3393 | Jan 28 | 413.02 |
| 3370* | Jan 2 | 154.21 | 3384 | Jan 8 | 533.63 | 3394 | Jan 24 | 152.00 |
| 3371 | Jan 2 | 139.71 | 3385 | Jan 15 | 745.03 | 3395 | Jan 22 | 398.75 |
| 3375* | Jan 7 | 1406.89 | 3386 | Jan 16 | 359.51 | 3396 | Jan 25 | 161.71 |
| 3377 | Jan 7 | 361.32 | 3387 | Jan 17 | 1878.82 | 3397 | Jan 28 | 257.40 |
| 3378 | Jan 3 | 223.74 | 3388 | Jan 15 | 528.91 | 3399* | Jan 28 | 1580.73 |
| 3379 | Jan 11 | 308.05 | 3389 | Jan 14 | 398.75 | 3402* | Jan 30 | 223.76 |
| 3380 | Jan 8 | 1704.95 | 3390 | Jan 16 | 80.00 | | | |
| 3381 | Jan 15 | 1989.13 | 3391 | Jan 17 | 218.55 | | | |

* Denotes missing check numbers



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Mar 1 thru Mar 31 2013

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 6,196.23 | 24,231.05 | 29 | 19,602.36 | 31 | 10,824.92 |

NOTICE: By federal law, as of 1/1/2013, funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|----------------------|--|----------|-------------|----------|
| Mar 1 | Beginning Balance | | | 6,196.23 |
| Mar 1 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | | 6,754.62 |
| Mar 1 | ACH WITHDRAWAL TXNS/FEEES HRTLAND PMT SYS | 558.39 | | 6,192.30 |
| Mar 4 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 562.32 | 6,790.01 |
| Mar 4 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 597.71 | | 7,801.01 |
| Mar 4 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,011.00 | | 9,123.38 |
| Mar 4 | CHECK 3424 | 1,322.37 | | 8,708.73 |
| Mar 4 | CHECK 3427 | | 414.65 | 7,374.33 |
| Mar 5 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 1,334.40 | 7,903.84 |
| Mar 5 | CHECK 3429 | 529.51 | | 4,640.16 |
| Mar 6 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 3,263.68 | 4,998.44 |
| Mar 6 | CHECK 3431 | 358.28 | | 4,651.69 |
| Mar 6 | CHECK 3432 | | 346.75 | 4,428.51 |
| Mar 6 | CHECK 3433 | | 223.18 | 4,370.01 |
| Mar 6 | CHECK 3434 | | 58.50 | 4,099.42 |
| Mar 7 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 270.59 | 4,566.89 |
| Mar 7 | CHECK 3430 | 467.47 | | 4,412.68 |
| Mar 8 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 154.21 | 5,017.35 |
| Mar 8 | CHECK 3428 | 604.67 | | 4,845.65 |
| Mar 8 | CHECK 3435 | | 171.70 | 3,342.78 |
| Mar 8 | CHECK 3436 | | 1,502.87 | 2,827.38 |
| Mar 11 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 515.40 | 3,377.41 |
| Mar 11 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 550.03 | | 4,478.09 |
| Mar 11 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,100.68 | | 5,828.99 |
| Mar 11 | CHECK 3439 | 1,350.90 | | 5,440.24 |
| Mar 12 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 388.75 | 6,292.98 |
| Mar 13 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 852.74 | | 7,302.26 |
| Mar 13 | CHECK 3438 | 1,009.28 | | 7,144.51 |
| Mar 13 | CHECK 3441 | | 157.75 | 6,694.12 |
| Mar 14 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 450.39 | 7,405.51 |
| Mar 14 | CHECK 3442 | 711.39 | | 6,475.51 |
| Mar 15 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 930.00 | 7,238.80 |
| Mar 15 | ACH WITHDRAWAL TAX PAYMNT STATE OF SOUTH C | 763.29 | | 6,794.80 |
| Mar 15 | ACH WITHDRAWAL USATAXPYMT IRS | | 444.00 | 4,626.72 |
| Mar 18 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | | 2,168.08 | 5,192.35 |
| Mar 18 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 565.63 | | 6,151.43 |
| Mar 18 | ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 959.08 | | 8,345.75 |
| Mar 18 | CHECK 3437 | 2,194.32 | | 7,518.79 |
| | | | 826.96 | |



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: Apr 1 thru Apr 30 2013

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 10,824.92 | 31,542.66 | 32 | 32,631.56 | 36 | 9,736.02 |

NOTICE: By federal law, as of 1/1/2013, funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|-------------------------|----------|-------------|-----------|
| Apr 1 Beginning Balance | | | 10,824.92 |
| Apr 1 ACH DEPOSIT | 1,065.27 | | 11,890.19 |
| Apr 1 ACH DEPOSIT | 1,717.03 | | 13,607.22 |
| Apr 1 ACH DEPOSIT | 1,783.89 | | 15,391.11 |
| Apr 1 ACH WITHDRAWAL | | 801.35 | 14,589.76 |
| Apr 1 CHECK 3446 | | 2,040.62 | 12,549.14 |
| Apr 2 CHECK 3456 | | 3,263.66 | 9,285.48 |
| Apr 2 CHECK 3457 | | 166.00 | 9,119.48 |
| Apr 2 CHECK 3459 | | 368.75 | 8,750.73 |
| Apr 2 CHECK 3461 | | 223.18 | 8,527.55 |
| Apr 3 ACH DEPOSIT | 1,371.28 | | 9,898.83 |
| Apr 3 CHECK 3452 | | 2,012.04 | 7,886.79 |
| Apr 3 CHECK 3460 | | 909.19 | 6,977.60 |
| Apr 4 ACH DEPOSIT | 1,429.38 | | 8,406.98 |
| Apr 5 ACH DEPOSIT | 925.36 | | 9,332.34 |
| Apr 5 CHECK 3464 | | 546.29 | 8,786.05 |
| Apr 8 ACH DEPOSIT | 1,165.13 | | 9,951.18 |
| Apr 8 ACH DEPOSIT | 1,489.35 | | 11,440.53 |
| Apr 8 ACH DEPOSIT | 1,490.35 | | 12,930.88 |
| Apr 8 CHECK 3458 | | 422.10 | 12,508.78 |
| Apr 8 CHECK 3462 | | 159.88 | 12,348.90 |
| Apr 9 ACH DEPOSIT | 679.75 | | 13,028.65 |
| Apr 10 ACH DEPOSIT | 462.70 | | 13,491.35 |
| Apr 10 CHECK 3463 | | 1,546.76 | 11,944.59 |
| Apr 10 CHECK 3468 | | 1,450.50 | 10,494.09 |
| Apr 11 ACH DEPOSIT | 644.19 | | 11,138.28 |
| Apr 11 CHECK 3465 | | 368.75 | 10,769.53 |
| Apr 11 CHECK 3466 | | 489.05 | 10,280.48 |
| Apr 12 ACH DEPOSIT | 750.77 | | 11,031.25 |
| Apr 15 ACH DEPOSIT | 1,075.96 | | 12,107.21 |
| Apr 15 ACH DEPOSIT | 1,377.77 | | 13,484.98 |
| Apr 15 ACH DEPOSIT | 1,648.29 | | 15,133.27 |
| Apr 15 ACH WITHDRAWAL | | 536.00 | 14,597.27 |
| Apr 15 ACH WITHDRAWAL | | 2,633.20 | 11,964.07 |
| Apr 15 CHECK 3469 | | 1,545.16 | 10,418.91 |
| Apr 15 CHECK 3470 | | 1,950.51 | 8,468.40 |
| Apr 15 CHECK 3471 | | 265.00 | 8,203.40 |
| Apr 16 ACH DEPOSIT | 669.53 | | 8,872.93 |



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|---|----------|-------------|----------|
| Apr 16 CHECK 3473 | | 469.75 | 8,403.18 |
| Apr 16 CHECK 3474 | | 284.09 | 8,119.09 |
| Apr 17 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 637.98 | | 8,757.07 |
| Apr 17 CHECK 3480 | | 347.00 | 8,410.07 |
| Apr 18 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 377.59 | | 8,787.66 |
| Apr 18 CHECK 3482 | | 451.81 | 8,335.85 |
| Apr 19 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | | | 8,724.75 |
| Apr 19 ACH WITHDRAWAL DEBIT SC DEPT REVENUE | 388.90 | | 8,335.85 |
| Apr 19 CHECK 3478 | | 2,776.00 | 8,724.75 |
| Apr 22 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | | 388.75 | 5,948.75 |
| Apr 22 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 678.52 | | 5,560.00 |
| Apr 22 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 941.42 | | 6,238.52 |
| Apr 22 CHECK 3477 | 1,100.94 | | 7,179.94 |
| Apr 22 CHECK 3481 | | 1,314.37 | 8,280.88 |
| Apr 23 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | | 1,953.81 | 6,966.51 |
| Apr 23 Deposit-Check | 553.22 | | 5,012.70 |
| Apr 23 ACH WITHDRAWAL DEBIT SCDEW TAXPAYMENT | 215.00 | | 5,565.92 |
| Apr 23 CHECK 3475 | | 27.66 | 5,780.92 |
| Apr 23 CHECK 3476 | | 387.73 | 5,753.26 |
| Apr 23 CHECK 3484 | | 1,260.26 | 5,365.53 |
| Apr 24 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | | 388.75 | 4,105.27 |
| Apr 24 ACH WITHDRAWAL CHK ORDERS HARLAND CLARKE | 699.85 | | 3,716.52 |
| Apr 25 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | | 83.96 | 4,416.37 |
| Apr 25 CHECK 3479 | 743.81 | | 4,332.41 |
| Apr 25 CHECK 3485 | | 531.00 | 5,076.22 |
| Apr 26 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | | 128.71 | 4,545.22 |
| Apr 29 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 704.91 | | 4,416.51 |
| Apr 29 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 808.94 | | 5,121.42 |
| Apr 29 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,239.57 | | 5,930.36 |
| Apr 29 ACH DEPOSIT TXNS/FEES HRTLAND PMT SYS | 1,908.25 | | 7,169.93 |
| Apr 30 ACH WITHDRAWAL USATAXPYMT IRS | 797.76 | | 9,078.18 |
| | | 139.92 | 9,875.94 |
| | | | 9,736.02 |

CHECKS PAID

| Check Date | Amount | Check Date | Amount | Check Date | Amount |
|-------------|---------|-------------|---------|-------------|---------|
| 3446 Apr 1 | 2040.62 | 3464 Apr 5 | 546.29 | 3476 Apr 23 | 1260.26 |
| 3452*Apr 3 | 2012.04 | 3465 Apr 11 | 368.75 | 3477 Apr 22 | 1314.37 |
| 3456*Apr 2 | 3263.66 | 3466 Apr 11 | 489.05 | 3478 Apr 19 | 388.75 |
| 3457 Apr 2 | 166.00 | 3468*Apr 10 | 1450.50 | 3479 Apr 25 | 531.00 |
| 3458 Apr 8 | 422.10 | 3469 Apr 15 | 1545.16 | 3480 Apr 17 | 347.00 |
| 3459 Apr 2 | 368.75 | 3470 Apr 15 | 1950.51 | 3481 Apr 22 | 1953.81 |
| 3460 Apr 3 | 909.19 | 3471 Apr 15 | 265.00 | 3482 Apr 18 | 451.81 |
| 3461 Apr 2 | 223.18 | 3473*Apr 16 | 469.75 | 3484*Apr 23 | 388.75 |
| 3462 Apr 8 | 159.88 | 3474 Apr 16 | 284.09 | 3485 Apr 25 | 128.71 |
| 3463 Apr 10 | 1546.76 | 3475 Apr 23 | 387.73 | | |

* Denotes missing check numbers



Account Number
[REDACTED]

GINOS THE KING OF PIZZA LLC
144 BROOKGATE DR
MYRTLE BEACH SC 29579-7809

Statement Period: May 1 thru Jun 2 2013

| | | | | | |
|-------------------|-----------|-----|--------------|-----|----------------|
| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
| 9,736.02 | 27,800.87 | 31 | 27,068.16 | 33 | 10,468.73 |

NOTICE: By federal law, as of 1/1/2013, funds in a noninterest-bearing transaction account (including an IOLTA/IOLA) will no longer receive unlimited deposit insurance coverage, but will be FDIC-insured to the legal maximum of \$250,000 for each ownership category. For more information visit <http://www.fdic.gov/deposit/deposits/unlimited/expiration.html>

| TRANSACTION ACTIVITY | Deposits | Withdrawals | Balance |
|---|----------|-------------|-----------|
| May 1 Beginning Balance | | | 9,736.02 |
| May 1 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 362.81 | | 10,098.83 |
| May 1 ACH WITHDRAWAL TXNS/FEEES HRTLAND PMT SYS | | 746.18 | 9,352.65 |
| May 1 CHECK 3489 | | 50.19 | 9,302.46 |
| May 1 CHECK 3491 | | 224.07 | 9,078.39 |
| May 2 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 515.36 | | 9,593.75 |
| May 2 CHECK 3492 | | 685.47 | 8,908.28 |
| May 2 CHECK 3493 | | 392.15 | 8,516.13 |
| May 3 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 527.64 | | 9,043.77 |
| May 3 CHECK 3486 | | 388.75 | 8,655.02 |
| May 3 CHECK 3487 | | 3,263.68 | 5,391.34 |
| May 6 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 336.98 | | 5,728.32 |
| May 6 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 718.05 | | 6,446.37 |
| May 6 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,067.39 | | 7,513.76 |
| May 6 CHECK 3494 | | 2,219.60 | 5,294.16 |
| May 6 CHECK 3496 | | 171.70 | 5,122.46 |
| May 7 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 821.55 | | 5,944.01 |
| May 7 CHECK 3490 | | 163.15 | 5,780.86 |
| May 8 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 819.65 | | 6,600.51 |
| May 8 CHECK 3488 | | 1,759.08 | 4,841.43 |
| May 9 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 653.27 | | 5,494.70 |
| May 10 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 859.51 | | 6,354.21 |
| May 10 CHECK 3497 | | 619.77 | 5,734.44 |
| May 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 838.53 | | 6,572.97 |
| May 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,268.62 | | 7,841.59 |
| May 13 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 1,563.87 | | 9,405.46 |
| May 13 CHECK 3495 | | 1,090.42 | 8,315.04 |
| May 13 CHECK 3500 | | 692.55 | 7,622.49 |
| May 14 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 927.05 | | 8,549.54 |
| May 14 CHECK 3498 | | 333.00 | 8,216.54 |
| May 14 CHECK 3499 | | 240.50 | 7,976.04 |
| May 14 CHECK 3502 | | 663.69 | 7,312.35 |
| May 15 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 658.64 | | 7,970.99 |
| May 15 ACH WITHDRAWAL TAX PAYMNT STATE OF SOUTH C | | 444.00 | 7,526.99 |
| May 15 ACH WITHDRAWAL USATAXPYMT IRS | | 2,168.08 | 5,358.91 |
| May 16 ACH DEPOSIT TXNS/FEEES HRTLAND PMT SYS | 551.83 | | 5,910.74 |
| May 16 CHECK 3501 | | 171.70 | 5,739.04 |
| May 16 CHECK 3504 | | 361.68 | 5,377.36 |



Account Number
 [REDACTED]

GINOS THE KING OF PIZZA LLC
 144 BROOKGATE DR
 MYRTLE BEACH SC 29579-7809

| TRANSACTION ACTIVITY | | Deposits | Withdrawals | Balance |
|-----------------------|----------------------------|----------|-------------|-----------|
| May 17 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 860.28 | | 6,237.64 |
| May 17 ACH WITHDRAWAL | DEBIT SC DEPT REVENUE | | | 3,651.64 |
| May 20 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 663.13 | 2,586.00 | 4,314.77 |
| May 20 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,297.68 | | 5,612.45 |
| May 20 CHECK 3503 | TXNS/FEEES HRTLAND PMT SYS | 1,319.33 | | 6,931.78 |
| May 20 CHECK 3506 | | | | 4,629.55 |
| May 21 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 2,302.23 | 4,306.15 |
| May 22 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 918.17 | 323.40 | 5,224.32 |
| May 22 CHECK 3505 | TXNS/FEEES HRTLAND PMT SYS | 526.58 | | 5,750.90 |
| May 22 CHECK 3509 | | | | 5,255.90 |
| May 23 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 495.00 | 5,115.90 |
| May 23 CHECK 3507 | TXNS/FEEES HRTLAND PMT SYS | 868.42 | 140.00 | 5,984.32 |
| May 23 CHECK 3508 | | | | 5,812.62 |
| May 24 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 171.70 | 5,597.77 |
| May 24 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 462.77 | 214.85 | 6,060.54 |
| May 28 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 703.72 | | 6,764.26 |
| May 28 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,545.73 | | 8,309.99 |
| May 28 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 1,679.32 | | 9,989.31 |
| May 28 CHECK 3510 | TXNS/FEEES HRTLAND PMT SYS | 1,965.31 | | 11,954.62 |
| May 28 CHECK 3512 | | | | 9,902.68 |
| May 29 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 2,051.94 | 8,869.02 |
| May 29 CHECK 3511 | TXNS/FEEES HRTLAND PMT SYS | 1,039.77 | 1,033.66 | 9,908.79 |
| May 29 CHECK 3513 | | | | 9,388.72 |
| May 30 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | | 520.07 | 9,217.02 |
| May 30 CHECK 3515 | TXNS/FEEES HRTLAND PMT SYS | 672.47 | 171.70 | 9,889.49 |
| May 31 ACH DEPOSIT | TXNS/FEEES HRTLAND PMT SYS | 787.44 | 208.20 | 9,681.29 |
| | | | | 10,468.73 |

CHECKS PAID

| Check | Date | Amount | Check | Date | Amount | Check | Date | Amount |
|-------|--------|---------|-------|--------|---------|-------|--------|---------|
| 3486 | May 3 | 388.75 | 3496 | May 6 | 171.70 | 3506 | May 20 | 323.40 |
| 3487 | May 3 | 3263.68 | 3497 | May 10 | 619.77 | 3507 | May 23 | 171.70 |
| 3488 | May 8 | 1759.08 | 3498 | May 14 | 333.00 | 3508 | May 23 | 214.85 |
| 3489 | May 1 | 50.19 | 3499 | May 14 | 240.50 | 3509 | May 22 | 140.00 |
| 3490 | May 7 | 163.15 | 3500 | May 13 | 692.55 | 3510 | May 28 | 2051.94 |
| 3491 | May 1 | 224.07 | 3501 | May 16 | 171.70 | 3511 | May 29 | 520.07 |
| 3492 | May 2 | 685.47 | 3502 | May 14 | 663.69 | 3512 | May 28 | 1033.66 |
| 3493 | May 2 | 392.15 | 3503 | May 20 | 2302.23 | 3513 | May 29 | 171.70 |
| 3494 | May 6 | 2219.60 | 3504 | May 16 | 361.68 | 3515* | May 30 | 208.20 |
| 3495 | May 13 | 1090.42 | 3505 | May 22 | 495.00 | | | |

* Denotes missing check numbers

This preliminary report will not be submitted until you check out completely in SCBOS and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7133 COLUMBIA, SC 29202

FORM UCE-101

EMPLOYER QUARTERLY CONTRIBUTION REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|---|---|
| 1. EMPLOYER GINOS THE KING OF PIZZA LLC 4305 MAYFAIR ST MYRTLE BEACH, SC 29577 | 2. SCESC ACCT. NO. [REDACTED] 4. CURRENT F.E.I.N. 26-2095439 | 3. QUARTER ENDING DATE 6/30/2012 5. REPORT DATE 7/5/2012 |
|--|---|---|

| | |
|--|--------------|
| A. TOTAL WAGES PAID THIS QUARTER | \$ 23,920.00 |
| B. LESS EXCESS OVER \$12000.00 | \$ 16,600.00 |
| C. NET TAXABLE WAGES (Item A minus Item B) | \$ 7,320.00 |
| D. TOTAL CONTRIBUTIONS DUE | \$ 0.00 |
| E. CONTINGENCY ASSESSMENT DUE (Item C times 0.00098) | \$ 7.17 |
| F. INTEREST DUE | \$ 0.00 |
| G. PENALTY DUE | \$ 0.00 |
| H. LESS OUTSTANDING CREDIT | \$ 0.00 |
| I. TOTAL AMOUNT DUE THIS QUARTER | \$ 7.17 |

| | | | |
|--|---------|---------|---------|
| Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. | 3 | 3 | 3 |
| | Month 1 | Month 2 | Month 3 |

| |
|---|
| 6. PREPARED BY: Linda Wines lkw@cjcpa.net (843)497-4877 |
|---|

EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| 1. EMPLOYER NAME |
|-----------------------------|
| GINOS THE KING OF PIZZA LLC |

| 2. ACCOUNT NUMBER |
|---------------------------|
| [REDACTED] |
| 4. TOTAL NO. OF EMPLOYEES |
| 3 |

| 3. QUARTER ENDING DATE |
|------------------------|
| 6/30/2012 |
| 5. REPORT DATE |
| 7/5/2012 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 058568846 | CARLO A SORCE | \$ 3,120.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 064620195 | FRANCESO SORCE, JR | \$ 13,000.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 23,920.00 |

Customer Copy Only
DO NOT SUBMIT

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-101

EMPLOYER QUARTERLY CONTRIBUTION REPORT
Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|--|--|
| 1. EMPLOYER GINOS THE KING OF PIZZA LLC 4305 MAYFAIR ST MYRTLE BEACH, SC 29577 | 2. SCESC ACCT. NO. [REDACTED] | 3. QUARTER ENDING DATE 9/30/2012 |
| | 4. CURRENT F.E.I.N. 26-2095439 | 5. REPORT DATE 10/4/2012 |

| | |
|--|--------------|
| A. TOTAL WAGES PAID THIS QUARTER | \$ 23,920.00 |
| B. LESS EXCESS OVER \$12000.00 | \$ 20,800.00 |
| C. NET TAXABLE WAGES (Item A minus Item B) | \$ 3,120.00 |
| D. TOTAL CONTRIBUTIONS DUE | \$ 0.00 |
| E. CONTINGENCY ASSESSMENT DUE (Item C times 0.00098) | \$ 3.06 |
| F. INTEREST DUE | \$ 0.00 |
| G. PENALTY DUE | \$ 0.00 |
| H. LESS OUTSTANDING CREDIT | \$ 0.00 |
| I. TOTAL AMOUNT DUE THIS QUARTER | \$ 3.06 |

| | | | |
|--|---------|---------|---------|
| Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. | 3 | 3 | 3 |
| | Month 1 | Month 2 | Month 3 |

| |
|--|
| 6. PREPARED BY Linda Wines lkw@cjcpa.net (843)497-4877 |
|--|

EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|--|--|
| 1. EMPLOYER NAME GINOS THE KING OF PIZZA LLC | 2. ACCOUNT NUMBER [REDACTED] | 3. QUARTER ENDING DATE 9/30/2012 |
| | 4. TOTAL NO. OF EMPLOYEES 3 | 5. REPORT DATE 10/4/2012 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 058568846 | CARLO A SORCE | \$ 3,120.00 |
| 064620195 | FRANCESCO SORCE | \$ 13,000.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 23,920.00 |

**Customer Copy Only
DO NOT SUBMIT**

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-101

EMPLOYER QUARTERLY CONTRIBUTION REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|----------------------------|-------------------------------|
| 1. EMPLOYER | 2. SCESC ACCT. NO. | 3. QUARTER ENDING DATE |
| GINOS THE KING OF PIZZA LLC 4305 MAYFAIR ST MYRTLE BEACH, SC 29577 | [REDACTED] | 12/31/2012 |
| | 4. CURRENT F.E.I.N. | 5. REPORT DATE |
| | 26-2095439 | 1/17/2013 |

| | |
|--|--------------|
| A. TOTAL WAGES PAID THIS QUARTER | \$ 26,420.00 |
| B. LESS EXCESS OVER \$12000.00 | \$ 21,280.00 |
| C. NET TAXABLE WAGES (Item A minus Item B) | \$ 5,140.00 |
| D. TOTAL CONTRIBUTIONS DUE | \$ 0.00 |
| E. CONTINGENCY ASSESSMENT DUE (Item C times 0.00098) | \$ 5.03 |
| F. INTEREST DUE | \$ 0.00 |
| G. PENALTY DUE | \$ 0.00 |
| H. LESS OUTSTANDING CREDIT | \$ 0.00 |
| I. TOTAL AMOUNT DUE THIS QUARTER | \$ 5.03 |

| | | | |
|--|---------|---------|---------|
| Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. | 3 | 3 | 4 |
| | Month 1 | Month 2 | Month 3 |

| |
|--|
| 6. PREPARED BY |
| Linda Wines lkw@cjcpa.net (843)497-4877 |
| EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES. |

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| |
|-----------------------------|
| 1. EMPLOYER NAME |
| GINOS THE KING OF PIZZA LLC |

| |
|----------------------------------|
| 2. ACCOUNT NUMBER |
| [REDACTED] |
| 4. TOTAL NO. OF EMPLOYEES |
| 4 |

| |
|-------------------------------|
| 3. QUARTER ENDING DATE |
| 12/31/2012 |
| 5. REPORT DATE |
| 1/17/2013 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|---------------------|
| 059806519 | HIPOLITO K RIVERA | \$ 2,500.00 |
| 058568846 | CARLO A SORCE | \$ 3,120.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 094620195 | FRANCESCO SORCE JR | \$ 13,000.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 26,420.00 |

Customer Copy Only
DO NOT SUBMIT

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7163 COLUMBIA, SC 29202

FORM UCE-101

EMPLOYER QUARTERLY CONTRIBUTION REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|---|--|
| 1: EMPLOYER GINOS THE KING OF PIZZA LLC 4305 MAYFAIR ST MYRTLE BEACH, SC 29577 | 2: SCESC ACCT. NO. [REDACTED] 4. CURRENT F.E.I.N. 26-2095439 | 3: QUARTER ENDING DATE 3/31/2013 5. REPORT DATE 4/22/2013 |
|--|---|--|

| | |
|--|--------------|
| A. TOTAL WAGES PAID THIS QUARTER | \$ 30,120.00 |
| B. LESS EXCESS OVER \$12000.00 | \$ 1,000.00 |
| C. NET TAXABLE WAGES (Item A minus Item B) | \$ 29,120.00 |
| D. TOTAL CONTRIBUTIONS DUE | \$ 0.00 |
| E. CONTINGENCY ASSESSMENT DUE (Item C times 0.00095) | \$ 27.66 |
| F. INTEREST DUE | \$ 0.00 |
| G. PENALTY DUE | \$ 0.00 |
| H. LESS OUTSTANDING CREDIT | \$ 0.00 |
| I. TOTAL AMOUNT DUE THIS QUARTER | \$ 27.66 |

| | | |
|--|---------|---------|
| Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. | 4 | 4 |
| | Month 1 | Month 2 |

| |
|--|
| 6. PREPARED BY Linda Wines lkw@cjcpa.net (843)497-4877 |
| EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES. |

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|--|--|
| 1. EMPLOYER NAME GINOS THE KING OF PIZZA LLC | 2. ACCOUNT NUMBER [REDACTED] | 3. QUARTER ENDING DATE 3/31/2013 |
| | 4. TOTAL NO. OF EMPLOYEES 4 | 5. REPORT DATE 4/22/2013 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|---------------------|
| 059806519 | H K RIVE | \$ 6,200.00 |
| 058568846 | C A SORC | \$ 3,120.00 |
| 064620195 | F SORC | \$ 13,000.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 30,120.00 |

Customer Copy Only
DO NOT SUBMIT

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SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7193 COLUMBIA, SC 29202

FORM UCE-101

EMPLOYER QUARTERLY CONTRIBUTION REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|---|--|--|
| 1. EMPLOYER: GINOS THE KING OF PIZZA LLC 4305 MAYFAIR ST MYRTLE BEACH, SC 29577 | 2. SCESC ACCT. NO. [REDACTED] | 3. QUARTER ENDING DATE 6/30/2013 |
| | 4. CURRENT F.E.I.N. 26-2095439 | 5. REPORT DATE 7/12/2013 |

| | |
|--|--------------|
| A. TOTAL WAGES PAID THIS QUARTER | \$ 25,020.00 |
| B. LESS EXCESS OVER \$12000.00 | \$ 13,900.00 |
| C. NET TAXABLE WAGES (Item A minus Item B) | \$ 11,120.00 |
| D. TOTAL CONTRIBUTIONS DUE | \$ 0.00 |
| E. CONTINGENCY ASSESSMENT DUE (Item C times 0.00095) | \$ 10.56 |
| F. INTEREST DUE | \$ 0.00 |
| G. PENALTY DUE | \$ 0.00 |
| H. LESS OUTSTANDING CREDIT | \$ 0.00 |
| I. TOTAL AMOUNT DUE THIS QUARTER | \$ 10.56 |

| | | |
|--|---------|---------|
| Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. | 4 | 4 |
| | Month 1 | Month 2 |

6. PREPARED BY:
 Linda Wines
 lk@cjcpa.net
 (843)497-4877

EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.

This preliminary report will not be submitted until you check out completely in SCBOS and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| 1. EMPLOYER NAME |
|-----------------------------|
| GINOS THE KING OF PIZZA LLC |

| 2. ACCOUNT NUMBER |
|---------------------------|
| [REDACTED] |
| 4. TOTAL NO. OF EMPLOYEES |
| 4 |

| 3. QUARTER ENDING DATE |
|------------------------|
| 6/30/2013 |
| 5. REPORT DATE |
| 7/12/2013 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 059806519 | H K RIVE | \$ 3,800.00 |
| 058568846 | C A SORC | \$ 3,120.00 |
| 064620195 | F SORC | \$ 13,000.00 |
| 082445585 | NANCY C SORCE | \$ 5,100.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 25,020.00 |

Customer Copy Only
DO NOT SUBMIT

MAKE CHECKS PAYABLE TO

Joseph M Still Burn Centers, Inc.
 PO BOX 3726
 Augusta, GA 30914-3726

ADDRESS SERVICE REQUESTED**ADDRESSEE**

ESVEN LOPEZPEREZ
 1100 DAVID ST
 APT 4402
 North Myrtle Beach, SC 29582

IF PAYING BY MASTERCARD, DISCOVER, VISA OR AMERICAN EXPRESS, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT

MASTERCARD

DISCOVER

VISA

AMERICAN EXPRESS

CARD NUMBER

CODE

SIGNATURE

EXP. DATE

STATEMENT DATE

05/31/2013

PAY THIS AMOUNT

875.00

ACCOUNT NUMBER

82973

SHOW AMOUNT

PAID HERE

\$

PAGE NO. 1

REMIT TO

Joseph M Still Burn Centers, Inc.
 PO BOX 3726
 Augusta, GA 30914-3726

Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| Date | Patient | Description | Charges | Credits | Balance |
|----------|------------------|--|---------|---------|---------|
| 05/23/13 | ESVEN LOPEZPEREZ | INITIAL HOSPITAL CARE,N,2.61,0.22,1.08,1.08 | 275.00 | 0.00 | 275.00 |
| 05/24/13 | ESVEN LOPEZPEREZ | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 150.00 | 0.00 | 150.00 |
| 05/25/13 | ESVEN LOPEZPEREZ | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 150.00 | 0.00 | 150.00 |
| 05/26/13 | ESVEN LOPEZPEREZ | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 150.00 | 0.00 | 150.00 |
| 05/27/13 | ESVEN LOPEZPEREZ | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 150.00 | 0.00 | 150.00 |

| Current | 31 - 60 Days | 61 - 90 Days | 91 - 120 Days | Over 120 Days | Total Balance | NOW DUE |
|---------|--------------|--------------|---------------|---------------|---------------|---------|
| 875.00 | 0.00 | 0.00 | 0.00 | 0.00 | 875.00 | 875.00 |

Message**Account Number**

82973

Statement Date

05/31/2013

Billing Questions

(706) 863-9595

Make Checks Payable To:

Joseph M Still Burn Centers, Inc.
 PO BOX 3726
 Augusta, GA 30914-3726

** Payment is due upon receipt. Thank you. **

MAKE CHECKS PAYABLE TO

Anesthesia Consultants of Augusta, LL
 PO Box 204097
 Augusta, GA 30917-4097

ADDRESS SERVICE REQUESTED

ESVEN LOPEZPEREZ
 1100 DAVID ST
 APT 4402
 North Myrtle Beach, SC 29582

IF PAYING BY MASTERCARD, DISCOVER, VISA OR AMERICAN EXPRESS, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT

MASTERCARD DISCOVER VISA AMERICAN EXPRESS

CARD NUMBER _____ CODE _____

SIGNATURE _____ EXP. DATE _____

STATEMENT DATE 05/31/2013 PAY THIS AMOUNT 1,260.00 ACCOUNT NUMBER 87100

PAGE NO. 1 SHOW AMOUNT PAID HERE \$ _____

REMIT TO

Anesthesia Consultants of Augusta, LLC
 PO Box 204097
 Augusta, GA 30917-4097

Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| Date | Patient Name | Doctor | Description | Charge | Credits | Balance | Ins. Pen. |
|----------|--------------|-------------|--------------------------------------|----------|---------|----------|-----------|
| 05/23/13 | ESVEN | Woods, CRNA | ANESTH BURN 4-9 PERCENT,N,0,0,0,0 | 1,155.00 | | 1,155.00 | |
| 05/23/13 | ESVEN | Woods, CRNA | ANESTH BURN EACH 9 PERCENT,N,0,0,0,0 | 105.00 | | 105.00 | |

| Current | 31 - 60 Days | 61 - 90 Days | 91 - 120 Days | Over 120 Days | Total Balance | Ins. Pending | NOW DUE |
|----------|--------------|--------------|---------------|---------------|---------------|--------------|----------|
| 1,260.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,260.00 | 0.00 | 1,260.00 |

| Account Number | Statement Date | Billing Questions | Federal Tax ID |
|----------------|----------------|-------------------|----------------|
| 87100 | 05/31/2013 | (706) 447-7080 | 261378988 |

| Message | Make Checks Payable To |
|---------|---|
| | Anesthesia Consultants of Augusta, LLC PO Box 204097 Augusta, GA 30917-4097 |

** Payment is due upon receipt. Thank you. **

MAKE CHECKS PAYABLE TO

Amy M Sprague MD PC
 PO BOX 211550
 AUGUSTA, GA 30917-1550

ADDRESS SERVICE REQUESTED

ESVEN LOPEZPEREZ
 1100 DAVID ST
 APT 4402
 North Myrtle Beach, SC 29582

IF PAYING BY MASTERCARD, DISCOVER, VISA OR AMERICAN EXPRESS, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT

MASTERCARD DISCOVER VISA AMERICAN EXPRESS

CARD NUMBER _____ CODE _____

SIGNATURE _____ EXP. DATE _____

STATEMENT DATE 05/31/2013 PAY THIS AMOUNT 931.00 ACCOUNT NUMBER 7660

PAGE NO. 1 SHOW AMOUNT PAID HERE \$ _____

REMIT TO

Amy M Sprague MD PC
 PO BOX 211550
 AUGUSTA, GA 30917-1550

Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

| Date | Patient Name | Doctor | Description | Charge | Credits | Balance | Ins. Pen. |
|----------|--------------|-----------|--|--------|---------|---------|-----------|
| 05/23/13 | ESVEN | GIBBS, MD | INPATIENT CONSULTATION,N,2.27,0.15,0.84,0.84 | 251.00 | | 251.00 | |
| 05/24/13 | ESVEN | GIBBS, MD | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 136.00 | | 136.00 | |
| 05/25/13 | ESVEN | GIBBS, MD | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 136.00 | | 136.00 | |
| 05/26/13 | ESVEN | GIBBS, MD | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 136.00 | | 136.00 | |
| 05/27/13 | ESVEN | GIBBS, MD | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 136.00 | | 136.00 | |
| 05/28/13 | ESVEN | GIBBS, MD | SUBSEQUENT HOSPITAL CARE,N,1.39,0.08,0.58,0.58 | 136.00 | | 136.00 | |

| Current | 31 - 60 Days | 61 - 90 Days | 91 - 120 Days | Over 120 Days | Total Balance | Ins. Pending | NOW DUE |
|----------------|--|-------------------|----------------|---------------|---------------|--------------|---------|
| 931.00 | 0.00 | 0.00 | 0.00 | 0.00 | 931.00 | 0.00 | 931.00 |
| Account Number | Statement Date | Billing Questions | Federal Tax ID | | | | |
| 7660 | 05/31/2013 | (877) 808-9860 | 582089890 | | | | |
| Message | Make Checks Payable To | | | | | | |
| | Amy M Sprague MD PC PO BOX 211550 AUGUSTA, GA 30917-1550 | | | | | | |

** Payment is due upon receipt. Thank you. **

Statement

HORIZON EYE CENTER INC
 HASANALI V FATTEH MD
 1212 AUGUSTA WEST PKWY STE A1
 AUGUSTA GA 30909-1808

Account Number: 00022917 Date: 06/04/2013

Card Number
 Signature
 Amount Exp. Date

ADDRESS CORRECTION REQUESTED
 ESVEN LOPEZ PEREZ
 1100 DAVID ST
 APT 4402
 NORTH MYRTLE BEACH SC 29582

Amount Due: 309.00

For assistance please call (706) 364-2020

Please (x) box if above address information is incorrect, and indicate changes on reverse side

Please return this portion of statement with payment

| Date | Description of Service | Name | Insurance | Patient |
|----------|------------------------|-------------------|-----------|---------|
| 05/24/13 | 99222 | LOPEZ PEREZ ESVEN | 0.00 | 309.00 |

PAYMENT IN FULL IS DUE UPON RECEIPT. THANK YOU.

| | | |
|---------|------|--------|
| Total | 0.00 | 309.00 |
| Balance | | 309.00 |

| | | | | | | |
|------|--------|------|------|-----|------|------|
| 0.00 | 309.00 | 0.00 | 0.00 | 210 | 0.00 | 0.00 |
|------|--------|------|------|-----|------|------|

McLeod Loris Seacoast

3655 Mitchell St., Box 690001
Loris, SC 29569-9601
(843) 716-7596

▶ LAST MONTH ACCOUNT ACTIVITY

| PATIENT NAME | ACCOUNT NO. | BALANCE |
|----------------------------------|--------------------------|-------------------|
| SERVICE DATE | DESCRIPTION | |
| INSURANCE | | |
| LOPEZ PEREZ, ESVEN | Y0599144 | 3723.50 |
| 05/29/13 | BILL | |
| 05/22/13 | Total due | 3,723.50 |
| SP | Estimated insurance due: | 0.00 |
| Total due: | | \$3,723.50 |
| Insurance amount pending: | | \$0.00 |
| Balance now due: | | \$3,723.50 |
| PLEASE PAY THIS AMOUNT: | | \$3,723.50 |

▶ MESSAGES

Thank you for choosing McLeod Loris Seacoast for your healthcare services. The balance on this account is now due by you. If you have any questions about your insurance payments, you should contact your insurance company. Please pay your balance in full or call our Financial Counselors for payment options at the appropriate number listed on the back of the statement.

PAYMENT FOR THIS ACCOUNT IS NOW DUE IN FULL. PLEASE MAIL US YOUR CHECK TODAY. THANK YOU.

▶ QUESTIONS

Billing requests or an itemized bill request? Call our Financial Counselors at (843) 716-7596 or (843) 716-7387, Monday through Friday from 8:00 a.m. - 5:00 p.m. or email us at pas@lorishealth.org

Financial assistance available to those who qualify, please call (843) 716-7153.

If a payment plan is necessary, we ask that you contact our Financial Counselors to set up an agreeable payment plan; call (843) 716-7153 or (843) 716-7387. For your convenience, we accept MasterCard, Visa, Discover, and American Express.

PLEASE NOTE: RADIOLOGISTS, ANESTHESIOLOGISTS, PATHOLOGISTS AND YOUR PHYSICIAN BILL SEPARATELY FOR THEIR SERVICES. TELEPHONE NUMBERS ARE LISTED ON THE BACK.

Thank you for allowing us to serve your healthcare needs!

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT AND KEEP TOP PORTION FOR YOUR RECORDS.

McLeod Loris Seacoast

3655 Mitchell St., Box 690001
Loris, SC 29569-9601
(843) 716-7596

RETURN SERVICE REQUESTED 34090

STATEMENT DATE: 06/05/13

Check box if below address is incorrect and indicate change(s) on reverse side.



LOPEZ PEREZ, ESVEN
1100 DAVID STREET APT 4402
NO MYRTLE BEACH, SC 29582-7605

Please see back of statement for credit card payment option

| ACCOUNT NUMBERS | ACCOUNT BALANCE | AMOUNT DUE |
|--|-----------------|--------------------|
| Y0599144 | \$3,723.50 | |
| | | \$3,723.50 |
| PAYMENTS APPLIED TO OLDEST OPEN ACCOUNTS UNLESS OTHERWISE INDICATED. | | AMOUNT ENCLOSED \$ |

PLEASE MAIL PAYMENT TO BELOW ADDRESS:

MCLEOD LORIS SEACOAST
P O BOX 602644
CHARLOTTE, NC 28260-2644

000003387-A

000087 0101

Alegis Revenue Group
1201 Lake Woodlands Dr., Ste 4024
The Woodlands, TX 77380



06/06/2013

0000000504



PEREZ ESVEN LOPEZ
1100 DAVID ST APT 4402
NORTH MYRTLE BEACH, SC 29582-7605

Re: DOCTORS HOSPITAL OF AUGUSTA

| | |
|----------------|-------------------|
| Patient: | ESVEN PEREZ LOPEZ |
| Account No.: | 554791686 |
| Total Charges: | \$ 93,076.59 |

Dear Mr./Ms. LOPEZ:

Alegis Revenue Group has been retained by DOCTORS HOSPITAL OF AUGUSTA to assist with its accident related accounts. In this regard, we are responsible for investigating potential insurance sources (i.e., liability, personal injury protection, and/or med-pay benefits) that may be responsible for paying all or a part of your bill.

It is our understanding that the treatment rendered to you by DOCTORS HOSPITAL OF AUGUSTA arose out of an accident which occurred on or about 2013-05-23. Please call Alegis at the phone number provided below to discuss the details of the accident, any existing insurance coverage, and the status of any claim. Ultimately, your call could result in an insurance company being responsible for the payment of your bill.

Even if your injury was not the result of an accident or if there are no insurance monies available to satisfy payment of the above-referenced account, DOCTORS HOSPITAL OF AUGUSTA will be sending you a statement in the near future. You will then need to pay your outstanding bill or make payment arrangements directly with DOCTORS HOSPITAL OF AUGUSTA.

We look forward to hearing from you. Thank you for your time and attention to this matter.

Sincerely,

TPL Department
Authorized Agent for DOCTORS HOSPITAL OF AUGUSTA
1201 Lake Woodlands Drive, Suite 4024
The Woodlands, Texas 77380
Phone: (855) 637-7383
Facsimile: (281) 719-7060

**This communication is from a debt collector.
We are attempting to collect a debt, and any information obtained will be used for that purpose.
This letter contains important information and notices. Please read it carefully!**

WILLIAMS CREEK EMER PHYSICIANS
 PO BOX 37894
 PHILADELPHIA, PA 19101-1531

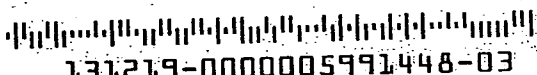
STATEMENT OF ACCOUNT
 Statement Date: June 15, 2013

ACCOUNT NUMBER: MLS05991448
Patient Name: ESVEN LOPEZ PEREZ

Tax ID #: 46-0619963
 Account Balance: \$1,139.00
 Amount Pending
 Insurance: \$0.00
 Amount Due From
 Patient (Current): \$1,139.00
 Amount Due From
 Patient (Past Due): \$0.00

Pay This Amount: \$1,139.00

PLEASE REMIT PAYMENT BY "PAYMENT DUE BY" DATE. THANK YOU. Please refer to coupon below for payment instructions.



131219-0000005991448-03
 #BWNJFDB
 #0000000MLS290491#
 ESVEN LOPEZ PEREZ
 1100 DAVID ST APT 4402
 N MYRTLE BCH SC 29582-7605

Pay your bill securely online anytime at www.MyMedicalPayments.com

| Date | # | Description | Charge | Paid By First Ins. | Paid By Other Ins. | Paid By Patient | Amount Adjusted | Due From Insurance | PATIENT BALANCE |
|----------------|---|---|------------|--------------------|--------------------|-----------------|-----------------|--------------------|-----------------|
| 05/22/13 | 1 | 99285 EMERG INJURY EVAL & MGMT-LVL 5 DX:941.20 DR. SMITH/MCLEOD SEACOAST MEDICAL CENTER THIS STATEMENT MAY NOT REFLECT ANY PAYMENTS YOU MADE AT TIME OF SERVICE | \$1,139.00 | | | | | | \$1,139.00 |
| TOTALS: | | | \$1,139.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,139.00 |

Important Messages:

This statement is for the direct treatment and/or supervision of care you recently received from an Emergency Physician at McLeod Seacoast Medical Center. The fees for this private physician are billed separately from any hospital charges or other professional fees for which you may also be responsible. Therefore, should you receive a bill from the hospital or other physicians for charges in connection with this visit, it will not include the items listed on this statement.

"Payment Plans" Accepted
 Questions about this statement? Llame de Lunes a Viernes?
 Call 1-800-355-2470 Monday through Friday 9:30AM - 4:00PM.

Your automated system access code is 1263-05991448, or you can send email to billing_questions@emcare.com.

91384-01-11635 Please detach and return bottom portion with your remittance.

STATEMENT OF ACCOUNT

Statement Date: June 15, 2013

ACCOUNT NUMBER: MLS05991448
Patient Name: ESVEN LOPEZ PEREZ

Payment Due By: 07/05/13
 Amount Due: \$1,139.00

Amount Enclosed:

ESVEN LOPEZ PEREZ
 1100 DAVID ST APT 4402
 N MYRTLE BCH SC 29582-7605

YOU MAY PAY THIS BILL WITH YOUR CREDIT CARD
 PLEASE SEE REVERSE SIDE.

Make Check/Money Order payable to:

Go Green - pay online at
www.MyMedicalPayments.com
 PROMPT PAY DISCOUNTED
 BALANCE : \$ 911.20

WILLIAMS CREEK EMER PHYSICIANS
 PO BOX 37894
 PHILADELPHIA, PA 19101-1531



If your address has changed, check this box and complete the reverse side of this form

Insurance information not on file

20% Discount Offer
 In consideration of your uninsured status, we are willing to extend a 20% prompt pay discount.

46

131219000000599144800113900000000000000005

PALMETTO PATHOLOGY, PA
 P O BOX 3099
 MYRTLE BEACH, SC 29578

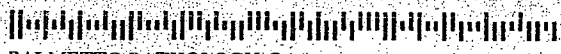
Please check box if below address is incorrect or insurance information has changed, and indicate changes(s) on back of statement.

| | | |
|---|--|----------------------------|
| CLIENT ID 182 | ACCOUNT NUMBER 180774 | PAY THIS AMOUNT \$56.40 |
| IF PAYING WITH CREDIT CARD, PLEASE FILL OUT BELOW | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> VISA | EXPIRATION DATE |
| CARD NUMBER | | |
| SIGNATURE | | SHOW AMOUNT PAID HERE |
| PATIENT NAME: <u>ESVEN LOPEZ PEREZ</u> | | \$ _____ |



**N0012145

ESVEN LOPEZ PEREZ
 1100 DAVID ST APT 4402
 NORTH MYRTLE BEACH, SC 29582-7605



PALMETTO PATHOLOGY, PA
 P O BOX 3099
 MYRTLE BEACH, SC 29578

For billing questions call: (843)467-2676

STATEMENT 1

| CLIENT ID | ACCOUNT NUMBER | STATEMENT DATE | PATIENT NAME |
|-----------|----------------|----------------|-------------------|
| 182 | 180774 | 5/30/2013 | ESVEN LOPEZ PEREZ |

| VISIT NUMBER | DATE | LOC. | PROCEDURE | DESCRIPTION OF SERVICES | CHARGE | PAYMENT | ADJUSTMENT | BALANCE |
|--------------|-----------|------|-----------|----------------------------|---------|---------|------------|---------|
| Y0599144 | 5/22/2013 | 99 | 80053 | COMPRES METAB PANEL | \$43.56 | | | |
| | 5/22/2013 | | 85025 | BLD# COMPL AUTO HHRWP&AUTO | \$12.84 | | | |

PRACTICE NAME: PALMETTO PATHOLOGY, PA
 LOCATION OF SERVICE: 99 - CLINICAL MCLEOD SEACOAST MEDICAL CENTER

BALANCE DUE
\$ 56.40

You are responsible for payment in full within 20 days. Please verify your insurance information to the right of this message. Complete the back of this form and return it to our office if there are any discrepancies.

Estos son cargos por servicios proporcionados a usted. Si tiene alguna pregunta con respecto a esta declaracion, por favor llame a nuestra oficina al (843)467-2676

Insurance(s):

Total Balance: \$56.40

These are charges for services provided to you. If you have any questions with respect to this statement, please call our office at (843)467-2676

Online Payments, Chat, and Updates 1 East, Free, and Secure at www.msnllc.net

47

Browse Nominees Leaderboard

Vote: BEST Pizza

Like - 0 Likes

Debbie E. on December 9, 2011

Thank God for Geno's...best pizza on the Beach!

Vote: BEST Pizza

Like - 0 Likes

Peter G. on December 6, 2011

gino the best period

Vote: BEST Pizza

Like - 0 Likes



Ramona D. on December 5, 2011

Geno is GREAT!!!

Vote: BEST Pizza

Like - 0 Likes

Carolina forest P. on November 19, 2011

We wish you the best. Please support our business by casting your vote for Carolina Forest Performing Arts Academy as Best Dance Studio! Thank you in advance for returning the favor we have cast for you.

Vote: BEST Pizza

Like - 0 Likes

Douglas E. on November 9, 2011

excellent pizza

Vote: BEST Pizza

Like - 0 Likes

Load More Tips

Popular Nominees: Pizza

See More >



Anthony's Pizza and Pan Pasta
Myrtle Beach, SC

BEST Pizza

12th Place 26 Tips



Scatori's
Myrtle Beach, SC

BEST Pizza

2nd Place 805 Tips



Aromas
Murrells Inlet, SC

BEST Pizza

4th Place 36 Tips



Foxs Pizza Den
Socastee, SC

BEST Pizza

9th Place 16 Tips

SECTIONS

Arts and Entertainment

CONTEST TOOLS

Business Owners

INFORMATION

FAQs / Help

ABOUT

The WMBFNews Best of

CONNECT WITH WMBFNEWS BEST OF THE GRAND STRAND



/ GENO'S NEW YORK STYLE PIZZERIA

Geno's New York Style Pizzeria

Nominated for:

532 Highway 17 N North Myrtle Beach SC
(843) 280-7799



Is this your business?

Like 13 Tweet 0 Share 0

Embed <http://ctr.us/genosnewy>

Awards

2011

Finalist (#4 out of 36)

2010

Finalist (#4 out of 29)

Tips (24)

24-Tips from Voters

on December 30, 2012

Wonderful Pizza

Vote: BEST Pizza

Like · 0 Likes

on November 23, 2012

CFPAA loves the Wunderlich family, and we love Geno's in Forestbrook. We hope you will return a vote for us!

Vote: BEST Pizza

Like · 0 Likes

on November 20, 2012

This is the real deal NY style pizza!

Vote: BEST Pizza

Like · 0 Likes



on November 14, 2012

YUM!

Vote: BEST Pizza

Like · 0 Likes

Voters also love



Overtime Sports Cafe
North Myrtle Beach, SC

THE DONUT MAN
Myrtle Beach, SC



Croissants Bistro & Bakery
Myrtle Beach, SC

Movement Matters
Myrtle Beach, SC

Top nominees in Great Meals

- Surf's Up Family Fun Center
- El Cero Grande
- River City Cafe
- Angelo's Steak and Pasta
- Cracker Barrel
- Liberty Tap Room
- Aspen Grille
- Baja Grill and Bar
- Sea Captains House
- The Library

the Hot Stuff loaded with spices and many others.

Mellow Mushroom | 1571 21st Ave. N., Myrtle Beach, 843-444-1122

Mellow Mushroom is the grooviest pizzeria around and certainly has enough to offer even the pickiest of pizza eaters. Try the Magical Mystery Tour pie with a pesto base, button and Portobello mushrooms, feta and mozzarella, spinach and jalapenos or the Thai Dye pie with curry chicken, Roma tomatoes, cheese and onions topped with fresh basil, cucumbers and Thai chili sauce. Mellow also offers a gluten-free menu, salads, munchies, calzones, hoagies and an extensive beer list.

Hungry Howie's | 1601 S. Kings Hwy., Myrtle Beach, 843-444-2000; 4005 Hwy. 17, North Myrtle Beach, 843-361-1300; 1610 Hwy. 17, Surfside Beach

Hungry Howie's Flavored Crust Pizza is perfect for a vacationing family who needs something fast and affordable. Delicious crust flavors include sesame, Cajun, butter cheese, garlic herb, butter, onion, ranch and original and can be topped with anything you like. Their menu also features crisp, cool salads, oven baked subs, Howie breads, boneless wings and Howie wings. Order online for fast, easy service and to check out the deals.

Gino's Real New York Pizzeria | 3521 Belle Terre Blvd., Myrtle Beach, 843-236-8885; 532 Hwy. 17 N., North Myrtle Beach, 843-280-7799; Carolina Forest Blvd., Myrtle Beach, 843-236-4567

Due to their popularity, Gino's Real New York Pizzeria recently opened their third location in the Carolina Forest section of Myrtle Beach. The restaurant boasts some of the best New York style pies on the beach and serves it up by the slice or whole pizza with any toppings you like. Their "small" pie is 16 inches! The homemade menu selections include calzones, Stromboli, pasta, hot subs, salads and homemade cheesecake. Don't leave without trying the garlic knots.

Michael's Pizza, Pasta and Grill | 1701 Kings Hwy., Myrtle Beach, 843-448-0344

Michael's Pizza has been serving up New York-style pizza in Myrtle Beach for more than 10 years. Featured pizzas include stuffed meat, stuffed veggie, Northern Italian, Buffalo chicken and many others. The restaurant also offers Parmigiana subs, cold subs, burgers, delicious entrees, pastas and other specialties. Try the chicken or broccoli roll or the mega calzone and then wash it all down with a cannoli or homemade rice pudding.


Other popular pizzerias mentioned (on the list of nearly 50 restaurants!) included Mama Mia, Basil's Pizza, New York Pizza & Deli, Amici's Brick Oven Bistro and Scatori's Pizzeria & Italian Restaurant. Don't see your favorite pizza place mentioned on this list? Add it to the comments below and tell us what makes them the best!


Related Articles


- [Food Dude's Top Five Best Restaurants for Italian Food in Myrtle Beach](#)
- [Top Italian Restaurants in Myrtle Beach](#)


Vacationing in Myrtle Beach? Here are some popular searches:


[Myrtle Beach Hotels](#) | [Myrtle Beach Condos](#) | [Myrtle Beach Golf](#) | [Myrtle Beach Deals](#) | [Things to do in Myrtle Beach](#)


 Julie Polascak we have been waiting
April 5 at 5:32pm


 Ginos Real New York Pizza Phone# 843-236-4567
April 5 at 9:56pm via mobile


 Diane Schiavone-Loudon Happy Happy for the New
Opening!! Congratulations!
April 6 at 7:01am · 1

 Carolina Krys do you guys sell sicilian by the slice?
April 29 at 4:44am

 Ginos Real New York Pizza Yes
April 29 at 5:32am via mobile · 1

 Carolina Krys you just made my day, I moved here from long
island and cant find NY pizza let alone by the slice sicilian I
will be a daily customer I live in carolina forest is your store open
yet by kroger? xx ciao
April 29 at 5:43am

 Ginos Real New York Pizza Awesome!! Thank you!
April 29 at 7:01am via mobile · 1


 Ginos Real New York Pizza
April 5 via mobile


**Carolina Forest Gino's will officially open Monday April 8 2013!!
Phone # 843-236-4567**


Like · Comment


21 6


Tastefully Simple ~ Kim Davé, Anne Ciolek Dushanko, Michael Dow and
18 others like this.


 Michael Weich Finally
April 5 at 10:20am via mobile · 1


 Mitchell Linderman Yeah really everytime I order from there I
ask the dude Brian when they gonna open at Carolina forest !
Lol!
April 5 at 12:19pm via mobile

 Scott Vatele I can't wait! Gino's is great!!!!
April 5 at 12:58pm via mobile


 David A. Gerancher Socastee next please.....
April 5 at 3:07pm via mobile

 Sean Valencia THAT ROCKS!!! CONGRATS TO BRIAN
WUNDERLICH AND THE REST OF HIS FAMILY!!
April 5 at 4:33pm via mobile

 Kethi Maszkiewicz Enjoy Michael!
April 6 at 7:38am

 Ginos Real New York Pizza
October 16, 2012

2 · April 6 at 2:54pm

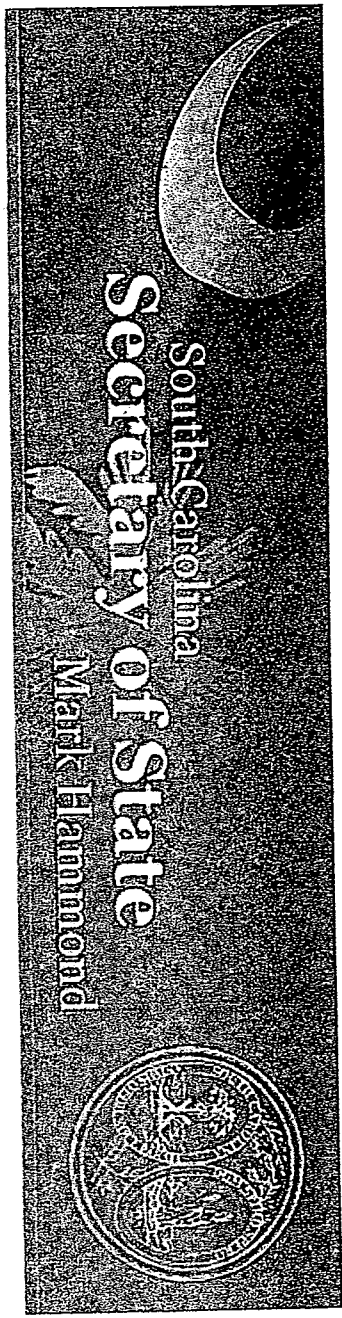
 Andrew Suarez
Carolina Forest Gino's will officially
2 1 · April 6 at 2:52pm

More Posts

son-in-law

Recommendations



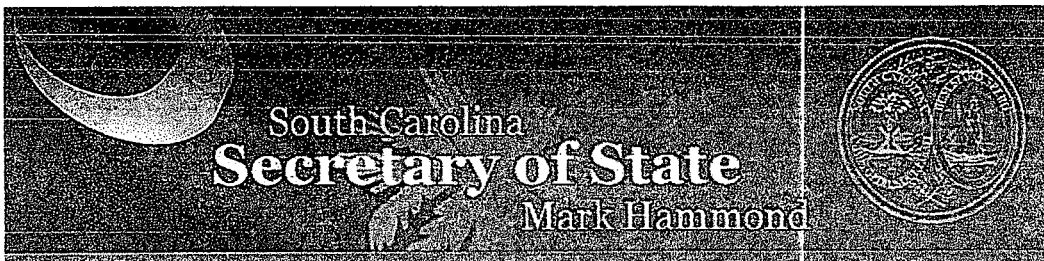


Agent Search Results as of 9/21/2013 6:02:40 PM

| AGENT NAME | CORPORATION NAME | CORP TYPE | EFF. DATE |
|----------------|--|-----------|------------|
| NANCY C. SORCE | <u>GINOS CLASSIC NEW YORK PIZZA COMPANY, LLC</u> | DLC | 12/21/2009 |
| NANCY C. SORCE | <u>GINOS THE KING OF PIZZA, LLC</u> | DLC | 06/26/2007 |
| NANCY SORCE | <u>MIDNITE CORPORATION, INC.</u> | INC | 01/07/2013 |

1 - 3 | Total Items: 3

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GINOS CLASSIC NEW YORK PIZZA COMPANY, LLC

*Note: This online database was last updated on 9/21/2013 6:02:40 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN: Domestic
 STATUS: Good Standing
 STATE OF INCORPORATION: SOUTH CAROLINA
 / ORGANIZATION: Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME: NANCY C. SORCE
 ADDRESS: 144 BROOKGATE DR
 CITY: MYRTLE BEACH
 STATE: SC
 ZIP: 29579

SECOND ADDRESS:

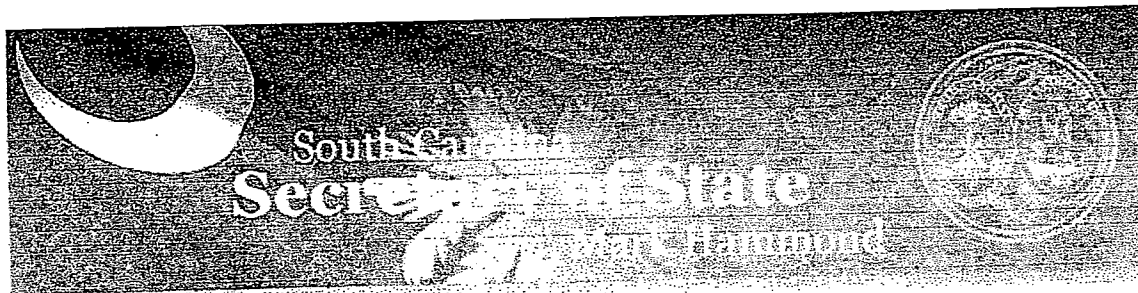
FILE DATE: 12/21/2009
 EFFECTIVE DATE: 12/21/2009
 DISSOLVED DATE: //

Corporation History Records

| CODE | FILE DATE | COMMENT | Document |
|--------------|------------|------------------------|----------|
| Domestic LLC | 12/21/2009 | SCBOS Filing: AT WILL. | |

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
 Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201



GINO'S REAL NEW YORK PIZZA, LLC

*Note: This online database was last updated on 7/14/2013 6:01:31 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN: Domestic
 STATUS: Good Standing
 STATE OF INCORPORATION / ORGANIZATION: SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME: BRIAN WUNDERLICH
 ADDRESS: 213 BLACK BEAR RD.
 CITY: MYRTLE BEACH
 STATE: SC
 ZIP: 29588
 SECOND ADDRESS:
 FILE DATE: 09/07/2007
 EFFECTIVE DATE: 09/07/2007
 DISSOLVED DATE: //

Corporation History Records

| CODE | FILE DATE | COMMENT | Document |
|--------------|------------|---------------------------|----------|
| Agent | 11/08/2007 | CHG DESIGNATED OFFICE ADD | |
| Domestic LLC | 09/07/2007 | AT WILL | |

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.



LAND RECORDS

Horry County Gov't Home || Land Records

[Related Links](#)

Search by TMS, PIN, or Owner's Name (LAST, FIRST)

Source



Details

[« Back to Search Results](#)

TMS: 1721903042
 PIN: 42706030020
 Legal Description: FORESTBROOK; LT 41 BL G
 Owner: SORCE FRANCESCO & NANCY C
 Billing Street: 144 BROOKGATE DR
 Billing City: MYRTLE BEACH
 Billing State: SC
 Billing Zip: 29579-7809
 District: 600 - SOCASTEE
 Book: 3256
 Page: 2405

Parcel Values

Current Fair Market Value: 162400
 Residential Value: 162400
 Farm Use Value: 0
 Other Value: 0
 Farm Market Value: 0
 Taxable Capped Value: 162400

Tax History

| Tax Year | Receipt # | Assessed Value | Total Taxes Paid | Post Date | Collection Status | Paid Status |
|----------|-----------|----------------|------------------|------------|-------------------|-------------|
| 2012 | 195894 | 6496 | 525.7 | 10/8/2012 | NONE | FULL |
| 2011 | 172197 | 6496 | 525.7 | 10/26/2011 | NONE | FULL |
| 2010 | 190462 | 6496 | 549.73 | 10/11/2010 | NONE | FULL |
| 2009 | 197810 | 10576 | 981.24 | 10/1/2009 | NONE | FULL |
| 2008 | 193873 | 10576 | 1064.98 | 10/1/2008 | NONE | FULL |
| 2007 | 71497 | 960 | 100.08 | 10/1/2007 | NONE | FULL |
| 2006 | 65284 | 1440 | 300.19 | 10/2/2006 | NONE | FULL |
| 2005 | 55587 | 1440 | 292.13 | 10/1/2005 | NONE | FULL |
| 2004 | 55960 | 882 | 188.31 | 10/1/2004 | NONE | FULL |
| 2003 | 54099 | 882 | 186.55 | 10/1/2003 | NONE | FULL |



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Intermex Wire Transfer, LLC
 9480 S. Dixie Hwy
 Miami, FL 33156
 1-877-999-0190

LA RAZA DE LA PAZ MEXICAN STORE, LLC.
 Telefono/Phone: (843) 457-1138
 1205 HIGHWAY 17 S
 NORTH MYRTLE BEACH, SOUTH CAROLINA
 SC-489
GIRO/WIRE: SC-489-11701

Fecha/Date: 5/13/2013 5:44:24 PM
 Hora/Time: 05:44 pm

REMITENTE/SENDER
 ESVIN LOPEZ
 NORTH MYRTLE BEACH SOUTH CAROLINA
 Telefono: 8432511358

BENEFICIARIO/BENEFICIARY
 JUANA ANTONIA PEREZ GUTIERREZ

ALDEA PIE DE LA CUESTA
 SAN PEDRO PINULA JALAPA
 Telefono/Phone: 50245080701
 Pais/Country: GUATEMALA

PUNTO DE PAGO/Payment at:
 Pagador/Payer: BANRURAL GUATEMALA
 Ciudad/City: SAN PEDRO PINULA
 Estado/State: JALAPA
 Cuenta/Acc No.:

Banco/Bank:
 Working Hours/Horarios de Pago
 Mon-Fri/Lun-Vie.
 Saturday/Sabado:
 Sunday/Domingo:

TRANSFERENCIA/WIRE INFO

| | |
|-------------------------------|----------|
| Monto enviado/ Amount Sent | \$132.00 |
| Cargo/Charges: | \$8.00 |
| Otros/Other chg. | \$0.00 |
| Estado Cargos State Fee: | \$0.00 |

Total a pagar \$140.00
 Total due

Tipo de Cambio/FX. Rate: 7.7600

Total a entregar 1,024.32 GTQ
 Amount to deliver

LEER CONDICIONES EN SU
 AGENTE AUTORIZADO
 SEE AGENCY FOR
 ADDITIONAL CONDITIONS

Llame al Servicio al Cliente
 1-800-670-8611

X

Firma del Cliente

CLAVE/PIN:
 300029618763

Direccion:
 EDIFICIO MUNICIPAL, SAN PEDRO
 PINULA

Lugar de cobro/Place Name:
 SAN PEDRO PINULA

Intermex Wire Transfer, LLC
 9480 S. Dixie Hwy
 Miami, FL 33156
 1-877-999-0190

LA RAZA DE LA PAZ MEXICAN STORE, LLC
 Telefono/Phone: (843) 457-1138
 1205 HIGHWAY 17 S
 NORTH MYRTLE BEACH, SOUTH CAROLINA
 SC-489

GIRO/WIRE: SC-489-11276

Fecha/Date: 4/24/2013 2:26:28 PM

Hora/Time: 02:26 pm

REMITENTE/SENDER

ESVIN LOPEZ

507 18 TH AVENUE

NORTH MYRTLE BEACH SOUTH CAROLINA

Telefono: 843 457 11358

BENEFICIARIO/BENEFICIARY

JUANA ANTONIA PEREZ GUTIERREZ

ALDEA PIE DE LA CUESTA

SAN PEDRO PINULA JALAPA

Telefono/Phone: 50245080701

Pais/Country: GUATEMALA

PUNTO DE PAGO/Payment at:

Pagador/Payer: BANRURAL GUATEMALA

Ciudad/City: SAN PEDRO PINULA

Estado/State: JALAPA

Cuenta/Acc No.:

Banco/Bank:

Working Hours/Horarios de Pago

Mon-Fri/Lun-Vie

Saturday/Sabado

Sunday/Domingo:

TRANSFERENCIA/WIRE INFO

| | |
|-------------------------------|----------|
| Monto enviado/ Amount Sent | \$450.00 |
| Cargo/Charges: | \$10.00 |
| Otros/Other chg. | \$0.00 |
| Estado Cargos State Fee: | \$0.00 |

Total a pagar \$460.00
 Total due

Tipo de Cambio/FX. Rate: 7.7700

Total a entregar 3,496.50 GTQ
 Amount to deliver

LEER CONDICIONES EN SU
 AGENTE AUTORIZADO
 SEE AGENCY FOR
 ADDITIONAL CONDITIONS

Llame al Servicio al Cliente
 1-800-670-8611

X

Firma del Cliente

CLAVE/PIN:
 300029318157

Direccion:
 EDIFICIO MUNICIPAL, SAN PEDRO
 PINULA

Lugar de cobro/Place Name:
 SAN PEDRO PINULA

MONEY ORDER RECEIPT

327 West Lucas Street * Florence, SC 29501

Account #: 3703 06/04/2013

Check #: 9125019383

Amount: \$300.00 Fee: \$ 0.49

Pay To The Order Of: _____

Memo: _____

SERVICE CHARGE: If the money order is not used or cashed (presented for payment) within (6) months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the money order. The administrative service charge shall be a monthly charge equal to 5% of the face value shown on the money order for each month retroactive to the beginning of such (6) months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. If the need arises to trace this money order, contact B&B Convenience Store, Inc. (843) 662-4583. There is an administrative service charge to trace money order. Charges may vary.

Thank You For Shopping With Us!

MONEY ORDER RECEIPT

327 West Lucas Street * Florence, SC 29501

Account #: 3703 06/04/2013

Check #: 9125019384

Amount: \$300.00 Fee: \$ 0.49

Pay To The Order Of: _____

Memo: _____

SERVICE CHARGE: If the money order is not used or cashed (presented for payment) within (6) months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the money order. The administrative service charge shall be a monthly charge equal to 5% of the face value shown on the money order for each month retroactive to the beginning of such (6) months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

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Thank You For Shopping With Us!

MONEY ORDER RECEIPT

327 West Lucas Street * Florence, SC 29501

Account #: 3703 06/04/2013

Check #: 9125019385

Amount: \$135.00 Fee: \$ 0.49

Pay To The Order Of: _____

Memo: _____

SERVICE CHARGE: If the money order is not used or cashed (presented for payment) within (6) months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the money order. The administrative service charge shall be a monthly charge equal to 5% of the face value shown on the money order for each month retroactive to the beginning of such (6) months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. If the need arises to trace this money order, contact B&B Convenience Store, Inc. (843) 662-4583. There is an administrative service charge to trace money order. Charges may vary.

Thank You For Shopping With Us!

BREAKER'S 125

1209 Hwy 17 South

North Myrtle Beach SC 29582

(843) 361-8005

Have A Nice Day!!



Intermex Wire Transfer, LLC
9480 S. Dixie Hwy
Miami, FL 33156
1-877-999-0190

LA RAZA DE LA PAZ MEXICAN STORE, LLC.
Telefono/Phone: (843) 457-1138
1205 HIGHWAY 17 S
NORTH MYRTLE BEACH, SOUTH CAROLINA
SC-489

GIRO/WIRE: SC-489-11983

Fecha/Date: 5/29/2013 3:04:05 PM

Hora/Time: 03:04 pm

REMITENTE/SENDER

ESVIN LOPEZ PEREZ

507 18 TH AVE S

NORTH MYRTLE BEACH SOUTH CAROLINA

Telefono: 8432511358

BENEFICIARIO/BENEFICIARY

JUANA ANTONIA PEREZ GUTIERREZ

ALDEA PIE DE LA CUESTA

SAN PEDRO PINULA JALAPA

Telefono/Phone: 50245080701

Pais/Country: GUATEMALA

PUNTO DE PAGO/ Payment at:

Pagador/Payer: BANRURAL GUATEMALA

Ciudad/City: SAN PEDRO PINULA

Estado/State: JALAPA

Cuenta/Acc-No: _____

Banco/Bank: _____

Working Hours/Horarios de Pago

Mon-Fri/Lun-Vie:

Saturday/Sabado:

Sunday/Domingo:

TRANSFERENCIA/WIRE INFO

Monto enviado/
Amount Sent \$50.00

Cargo/Charges: \$8.00

Otros/Other chg. \$0.00

Estado Cargos \$0.00

State Fee:

Total a pagar \$58.00

Total due

Tipo de Cambio/FX. Rate: 7.7700

Total a entregar

Amount to deliver 388.50 GTQ

LEER CONDICIONES EN SU

AGENTE AUTORIZADO

SEE AGENCY FOR

ADDITIONAL CONDITIONS

Llame al Servicio al Cliente

1-800-670-8611

X

Firma del Cliente

CLAVE/PIN:

300029818471

61

MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

AGT 333000 LOC 003065 DT 030513 \$500.00 FIFTYHUNDREDDOLLARS AND NO CENTS

Payable to:
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.

* 1 4 6 4 8 6 8 8 0 5 3 *



MONEY ORDER RECEIPT - NON NEGOTIABLE

LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

AGT 333000 LOC 003065 DT 070512 \$250.92 TWOHUNDREDSODOLLARS AND 92CENTS

Payable to:
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.

* 1 4 4 7 6 5 1 5 5 1 8 *



MONEY ORDER RECEIPT - NON NEGOTIABLE

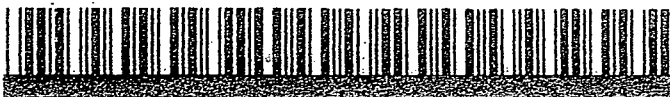
LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

AGT 333000 LOC 003065 DT 070512 \$500.00 FIFTYHUNDREDDOLLARS AND NO CENTS

Payable to:
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.

* 1 4 4 7 6 5 1 5 5 1 7 *



INTERMEX

Intermex Wire Transfer, LLC
9480 S. Dixie Hwy
Miami, FL 33156
1-877-999-0190

LA RAZA DE LA PAZ MEXICAN STORE, LLC.
Telefono/Phone: (843) 457-1138
1205 HIGHWAY 17 S
NORTH MYRTLE BEACH, SOUTH CAROLINA 2
SC-489

GIROWIRE: SC-489-11508

Fecha/Date: 5/6/2013 8:50:11 PM

Hora/Time: 08:50 pm

REMITENTE/SENDER

ESVIN LOPEZ PEREZ

507 18 TH AVE S

NORTH MYRTLE BEACH SOUTH CAROLINA

Telefono: 8432511358

BENEFICIARIO/BENEFICIARY

JUANIA ANTONIA PEREZ GUTIERREZ

ALDEA PIE DE LA CUESTA
SAN PEDRO PINULA JALAPA

Telefono/Phone: 50245080701

Pais/Country: GUATEMALA

PUNTO DE PAGO/ Payment at:

Pagador/Payer: BANRURAL GUATEMALA

Ciudad/City: SAN PEDRO PINULA

Estado/State: JALAPA

Cuenta/Acc No.:

Banco/Bank:

Working Hours/Horarios de Pago

Mon-Fri/Lun-Vie:

Saturday/Sabado:

Sunday/Domingo:

TRANSFERENCIA/WIRE INFO

Monto enviado/
Amount Sent \$320.00

Cargo/Charges: \$10.00

Otros/Other chg. \$0.00

Estado Cargos
State Fee: \$0.00

Total a pagar
Total due \$330.00

Tipo de Cambio/FX. Rate: 7.7400

Total a entregar
Amount to deliver 2,476.80 GTQ

LEER CONDICIONES EN SU
AGENTE AUTORIZADO

SEE AGENCY FOR

ADDITIONAL CONDITIONS

Llame al Servicio al Cliente

1-800-670-8611

Firma del Cliente

CLAVE PIN:

300029493807

Dirección:
EDIFICIO MUNICIPAL, SAN PEDRO
PINULA

226

Intermex Wire Transfer, LLC

9480 S. Dixie Hwy
Miami, FL 33156
1-877-999-0190

LA RAZA DE LA PAZ MEXICAN STORE, LLC

Telefono/Phone: (843) 457-1138

1205 HIGHWAY 17 S

NORTH MYRTLE BEACH, SOUTH CAROLINA
SC-489

GIROWIRE: SC-489-12168

Fecha/Date: 6/8/2013 1:53:21 PM

Hora/Time: 01:53 pm

REMITENTE/SENDER

ESVIN LOPEZ PEREZ

507 18 TH AVE S

NORTH MYRTLE BEACH SOUTH CAROLINA

Telefono: 8432511358

BENEFICIARIO/BENEFICIARY

NATIVIDAD LOPEZ AGUSTIN

ALDEA PIE DE LA CUESTA

SAN PEDRO PINULA JALAPA

Telefono/Phone: 50245080701

Pais/Country: GUATEMALA

PUNTO DE PAGO/ Payment at:

Pagador/Payer: BANRURAL GUATEMALA

Ciudad/City: SAN PEDRO PINULA

Estado/State: JALAPA

Cuenta/Acc No.:

Banco/Bank:

Working Hours/Horarios de Pago

Mon-Fri/Lun-Vie:

Saturday/Sabado:

Sunday/Domingo:

TRANSFERENCIA/WIRE INFO

Monto enviado/
Amount Sent \$200.00

Cargo/Charges: \$8.00

Otros/Other chg. \$0.00

Estado Cargos
State Fee: \$0.00

Total a pagar
Total due \$208.00

Tipo de Cambio/FX. Rate: 7.7800

Total a entregar
Amount to deliver 1,556.00 GTQ

LEER CONDICIONES EN SU

AGENTE AUTORIZADO

SEE AGENCY FOR

ADDITIONAL CONDITIONS

Llame al Servicio al Cliente

1-800-670-8611

Dirección:

EDIFICIO MUNICIPAL, SAN PEDRO
PINULA

Lugar de cobro/Place Name:

SAN PEDRO PINULA

6

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1308837

| | | |
|---------------------------|---|-------------------------------------|
| Esvin Leonel Lopez Perez, |) | |
| |) | |
| Employee, |) | <u>AMENDED NOTICE OF WITNESSES</u> |
| vs. |) | <u>AND NOTICE OF SUBMISSION OF</u> |
| |) | <u>RECORDS AND</u> |
| Gino's The King of Pizza, |) | <u>REPORTS TO BE INTRODUCED AS</u> |
| |) | <u>DIRECT EVIDENCE ON BEHALF OF</u> |
| Employer. |) | <u>EMPLOYER</u> |
| |) | |
| |) | |

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION,
ATTORNEY FOR CLAIMANT AND ATTORNEY FOR UNINSURED
EMPLOYERS FUND

YOU ARE HEREBY NOTIFIED THAT THE EMPLOYER, pursuant to the provisions of the South Carolina Workers' Compensation Act and South Carolina Code Section 1-23-330 (1976, as amended), herewith submits the following records and reports as direct evidence on behalf of the Employer to wit:

| EXHIBITS | DATE OF REPORT(S) | PAGE NUMBERS |
|---|----------------------|-----------------|
| SC Employer Quarterly Wage Report | 2012 and 2013 | 5 |
| Schedule K-1 for Gino's The Kings of Pizza, LLC | 2012 | 2 |
| Deposition transcript of Karen Sorce | 1/22/2014 | 17 |

YOU ARE FURTHER HEREBY NOTIFIED that you have the right of cross-examination; and, should you desire to exercise said right, you are to forthwith schedule the depositions of any of the individuals, entities and/or physicians, whose reports are submitted, for the purposes of cross-examination.

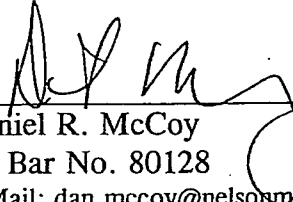
YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said individuals, entities and/or physicians, are being herewith forwarded to the South Carolina Workers' Compensation Commission, for insertion in the file of the South Carolina Workers' Compensation Commission and inclusion into evidence on behalf of the employer-defendant. Employer respectfully reserves the right to amend this list and submit additional records and/or reports.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Employer:

1. Karen Sorce or other corporate representative of employer; and
2. Any and all witnesses called by the Claimant.

Employer respectfully reserves the right to amend this list.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:  _____

Daniel R. McCoy

SC Bar No. 80128

E-Mail: dan.mccoy@nelsonmullins.com

3751 Robert M. Grissom Parkway / Suite 300

Post Office Box 3939 (29578-3939)

Myrtle Beach, SC 29577-3165

(843) 448-3500

Attorneys for Gino's The King of Pizza

Myrtle Beach, South Carolina

April 16, 2014

This preliminary report will not be submitted until you check out completely in SCBOS and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-12a

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| |
|-----------------------------|
| 1. EMPLOYER NAME |
| GINOS THE KING OF PIZZA LLC |

| |
|----------------------------------|
| 2. ACCOUNT NUMBER |
| [REDACTED] |
| 4. TOTAL NO. OF EMPLOYEES |
| 3 |

| |
|-------------------------------|
| 3. QUARTER ENDING DATE |
| 6/30/2012 |
| 5. REPORT DATE |
| 7/5/2012 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 058568846 | CARLO A SORCE | \$ 3,120.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 064620195 | FRANCESCO SORCE, JR | \$ 13,000.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 23,920.00 |

**Customer Copy Only
DO NOT SUBMIT**

This preliminary report will not be submitted until you check out completely in SCBOS and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|--|--|
| 1. EMPLOYER NAME GINOS THE KING OF PIZZA LLC | 2. ACCOUNT NUMBER [REDACTED] | 3. QUARTER ENDING DATE 9/30/2012 |
| | 4. TOTAL NO. OF EMPLOYEES 3 | 5. REPORT DATE 10/4/2012 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 058568846 | CARLO A SORCE | \$ 3,120.00 |
| 064620195 | FRANCESCO SORCE | \$ 13,000.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 23,920.00 |

Customer Copy Only
DO NOT SUBMIT

This preliminary report will not be submitted until you check out completely in SCBOS and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| 1. EMPLOYER NAME |
|-----------------------------|
| GINOS THE KING OF PIZZA LLC |

| 2. ACCOUNT NUMBER |
|---------------------------|
| [REDACTED] |
| 4. TOTAL NO. OF EMPLOYEES |
| 4 |

| 3. QUARTER ENDING DATE |
|------------------------|
| 12/31/2012 |
| 5. REPORT DATE |
| 1/17/2013 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 059806519 | HIPOLITO K RIVERA | \$ 2,500.00 |
| 058568846 | CARLO A SORCE | \$ 3,120.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 054620195 | FRANCESO SORCE JR | \$ 13,000.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 26,420.00 |

**Customer Copy Only
DO NOT SUBMIT**

This preliminary report will not be submitted until you check out completely in SCBOS and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|--|--|
| 1. EMPLOYER NAME GINOS THE KING OF PIZZA LLC | 2. ACCOUNT NUMBER [REDACTED] | 3. QUARTER-ENDING DATE 3/31/2013 |
| | 4. TOTAL NO. OF EMPLOYEES 4 | 5. REPORT DATE 4/22/2013 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|---------------------|
| 059806519 | H K RIVE | \$ 6,200.00 |
| 058568846 | C A SORC | \$ 3,120.00 |
| 064620195 | F SORC | \$ 13,000.00 |
| 082445585 | NANCY C SORCE | \$ 7,800.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 30,120.00 |

Customer Copy Only
DO NOT SUBMIT

This preliminary report will not be submitted until you check out completely in SCBO3 and receive a final transaction reference number. DO NOT SEND THIS TO THE SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

FORM UCE-120

EMPLOYER QUARTERLY WAGE REPORT

Generated FOR YOUR RECORDS by South Carolina Business One Stop

| | | |
|--|--|--|
| 1. EMPLOYER NAME GINOS THE KING OF PIZZA LLC | 2. ACCOUNT NUMBER [REDACTED] | 3. QUARTER ENDING DATE 6/30/2013 |
| | 4. TOTAL NO. OF EMPLOYEES 4 | 5. REPORT DATE 7/12/2013 |

| 6. EMPLOYEE'S SOCIAL SECURITY NUMBER | 7. NAME: FIRST MIDDLE LAST | 8. TOTAL WAGES |
|--------------------------------------|----------------------------|----------------|
| 059806519 | H K RIVE | \$ 3,800.00 |
| 058568846 | C A SORC | \$ 3,120.00 |
| 064620195 | F SORC | \$ 13,000.00 |
| 082445585 | NANCY C SORCE | \$ 5,100.00 |
| 9. TOTAL WAGES THIS REPORT: | | \$ 25,020.00 |

Customer Copy Only
DO NOT SUBMIT

Schedule K-1
(Form 1120S)

Department of the Treasury
Internal Revenue Service

2012

Final K-1

Amended K-1

671112

OMB No. 1545-0130

For calendar year 2012, or tax
year beginning _____, 2012
ending _____

Shareholder's Share of Income, Deductions, Credits, etc ▶ See page 2 of form and separate instructions.

| Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items | | | |
|--|--------------------------------------|---------|-------------------------------------|
| 1 | Ordinary business income (loss) | 13 | Credits |
| 2 | Net rental real estate income (loss) | | |
| 3 | Other net rental income (loss) | | |
| 4 | Interest income | | |
| 5a | Ordinary dividends | | |
| 5b | Qualified dividends | 14 | Foreign transactions |
| 6 | Royalties | | |
| 7 | Net short-term capital gain (loss) | | |
| 8a | Net long-term capital gain (loss) | | |
| 8b | Collectibles (28%) gain (loss) | | |
| 8c | Unrecaptured section 1250 gain | | |
| 9 | Net section 1231 gain (loss) | | |
| 10 | Other income (loss) | 15 A | Alternative minimum tax (AMT) items |
| 11 | Section 179 deduction | 16 | Items affecting shareholder basis |
| 12 A | Other deductions | | |
| | | 17 | Other information |

Part I Information About the Corporation

A Corporation's employer identification number
26-2095439

B Corporation's name, address, city, state, and ZIP code
GINOS THE KING OF PIZZA, LLC
144 BROOKGATE DRIVE
MYRTLE BEACH, SC 29579

C IRS Center where corporation filed return
E-FILE

Part II Information About the Shareholder

D Shareholder's identifying number
[REDACTED]

E Shareholder's name, address, city, state, and ZIP code
NANCY SORCE
144 BROOKGATE DRIVE
MYRTLE BEACH, SC 29579

F Shareholder's percentage of stock ownership for tax year..... 50%

*See attached statement for additional information.

FOR IRS USE ONLY

Schedule K-1
(Form 1120S)

Department of the Treasury
Internal Revenue Service

2012

Final K-1

Amended K-1

671112

OMB No. 1545-0130

For calendar year 2012, or tax
year beginning _____, 2012
ending _____

Shareholder's Share of Income, Deductions, Credits, etc ▶ See page 2 of form and separate instructions.

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

| | | | |
|----|--------------------------------------|----|-------------------------------------|
| 1 | Ordinary business income (loss) | 13 | Credits |
| 2 | Net rental real estate income (loss) | | |
| 3 | Other net rental income (loss) | | |
| 4 | Interest income | | |
| 5a | Ordinary dividends | | |
| 5b | Qualified dividends | 14 | Foreign transactions |
| 6 | Royalties | | |
| 7 | Net short-term capital gain (loss) | | |
| 8a | Net long-term capital gain (loss) | | |
| 8b | Collectibles (28%) gain (loss) | | |
| 8c | Unrecaptured section 1250 gain | | |
| 9 | Net section 1231 gain (loss) | | |
| 10 | Other income (loss) | 15 | Alternative minimum tax (AMT) items |
| | | A | |
| 11 | Section 179 deduction | 16 | Items affecting shareholder basis |
| 12 | Other deductions: | | |
| A | | | |
| | | 17 | Other information |

*See attached statement for additional information.

Part I Information About the Corporation

A Corporation's employer identification number
26-2095439

B Corporation's name, address, city, state, and ZIP code
GINOS THE KING OF PIZZA, LLC
144 BROOKGATE DRIVE
MYRTLE BEACH, SC 29579

C IRS Center where corporation filed return
E-FILE

Part II Information About the Shareholder

D Shareholder's identifying number

E Shareholder's name, address, city, state, and ZIP code
FRANCESCO SORCE JR
144 BROOKGATE DR.
MYRTLE BEACH, SC 29579

F Shareholder's percentage of stock ownership for tax year 50 %

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1120S.

IRS.gov/form1120s

Schedule K-1 (Form 1120S) 2012

SHAREHOLDER 2

SPSA0412L 12/27/12

Emp 036081



Claimant's Name: Esvin Leonel Lopez Perez SSN: _____ Employer's Name: Gino's Pizza
Address: 1100 David St., Apt. 4402 Address: 532 Highway 17 N.
City: N. Myrtle Beach State: SC Zip: 29582 City: N. Myrtle Beach State: SC Zip: 29582
Home Phone: 843 251 2396 Work Phone: _____ Insurance Carrier: _____
Preparer's Name: David J. Canty Law Firm: David J. Canty, P.A. Preparer's Phone #: 843 449 6304

SUBPOENA

To: Gino's Pizza, 532 Highway 17 N., N. Myrtle Beach, S.C. 29582

YOU ARE COMMANDED to appear before the above-named Commission at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY:

ROOM:

DATE AND TIME:

YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION:

DATE AND TIME:

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below.

LIST OF DOCUMENTS: See attached

PLACE: Law Officer of David J. Canty, P.A.
4612 Oleander Drive
Myrtle Beach, S.C. 29577

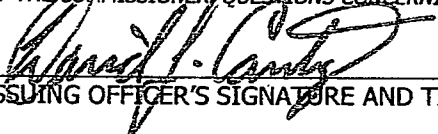
DATE AND TIME: TEN DAYS HENCE AT
10 A.M.

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES:

DATE AND TIME:

THIS SUBPOENA SHALL REMAIN IN EFFECT UNTIL YOU ARE GRANTED PERMISSION TO DEPART BY THE COMMISSIONER OR AN OFFICER ACTING ON BEHALF OF THE COMMISSIONER. QUESTIONS CONCERNING THIS SUBPOENA SHOULD BE ADDRESSED TO THE FOLLOWING ISSUING OFFICER.


ISSUING OFFICER'S SIGNATURE AND TITLE

843 449 6304
PHONE NUMBER

August 20, 2013
DATE

Serve this form according to R.67-212B. Refer to R.67-212 and R.67-214 for additional information. Procedural questions may be addressed to the Judicial Department at 803-737-5765.

1. S.C. Dept. of Revenue Forms 1601, 1605, 1606, 1612, SF 3 for the twelve months ending 5/22/13.
2. S.C. Dept. of Employment and Workforce forms UCE 101-S, UCE 120C, UCE 120A, UCE 120, UCE 151, for the twelve months ending 5/22/13.
3. All records of cash deposits and withdrawals to or from any financial institution for the 12 months ending 5/22/13.
4. Copy of lease agreement for premises.
5. Documents reflecting the exact identity of the Employer entity.
6. Documents reflecting the identity of the individual owner(s) of the Employer entity.
7. Municipal Business License.
8. All documents utilized to prepare Form 20 filed in this case.

IN THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO.: 1308837

Esvin Leonel Lopez Perez,)
)
 Employee,)
)
 vs.)
)
 Gino's Pizza,)
)
 Employer,)
)
 Uninsured,)
)
 Carrier.)

NOTICE OF 30(B)(6) DEPOSITION
OF GINO'S PIZZA

TO: The Employer above-named and Daniel McCoy, Esq.

DATE: November 11, 2013

TIME: 9:30 A.M.

PLACE: Nelson Mullins Riley & Scarborough, LLP, 3751 Robert M. Grissom
Parkway, Suite 300, Myrtle Beach, S.C. 29577

PLEASE TAKE NOTICE that the undersigned, pursuant to applicable court rules and specifically SCRCP 30; and "Designation of Matters Pursuant to Rule 30(B)(6)", will take the deposition of the Employer at the above-listed address and at the time and place set forth upon oral examination before a Notary Public or before some other officer authorized by law to take depositions, at which time you are notified to appear and take such part in the deposition as you may be advised and as shall be fit and proper.

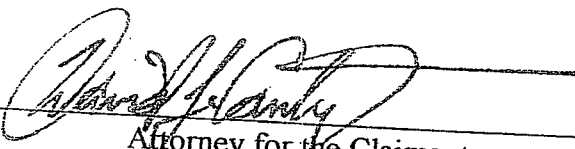
The party deposed will be examined regarding all matters relevant to the subject matter involved in the pending action, and you are requested to advise the party of the scope of the examination and request that deponent has possession of all of the documents concerning the testimony and be prepared to testify concerning such documents.

- a.) The relationship between
 - A. Geno's New York Style Pizzeria
 - B. Gino's Real New York Pizzeria
 - C. Gino's Classic New York Pizza Company, LLC
 - D. Gino's The King of Pizza, LLC
 - E. Midnite Corporation, Inc.
 - F. Geno's New York Pizzeria, LLC
 - G. Gino's Real New York Pizza, LLC
 - H. Geno's New York Pizzeria
- b.) Ownership, past and present, of the above entities.
- c.) Workers Compensation coverage, past and present, of the entities.
- d.) Procurement, marketing and payroll operations of the above entities.
- e.) Operations by any of the above entities outside the State of South Carolina.

The oral examination will continue from day to day until completed. This deposition is being taken for the purpose of discovery, for use at trial pursuant to SCRCP 30, and "Designation of Matters Pursuant to Rule 30(B)(6)", and for all other purposes as are permitted under the rules of this Court and all applicable statutes and laws.

We certify that a true copy of this Notice was mailed on the day to the addressee hereinabove named.

DAVID J. CANTY, P.A.

by: 
Attorney for the Claimant
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com

Myrtle Beach, S.C.

South Carolina Workers Compensation Commission

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

There were no records found matching your search criteria, which was employer name of 'ginos pizza' and coverage/injury/illness date of 07/11/2013.

Search Tips

- Confirm the spelling of the Insured Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.
- If you still are unable to find the information required, please contact our Coverage Division at email the [Coverage Division](#).

South Carolina Workers Compensation Commission

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

The following policy level result(s) do not imply coverage for this Employer in this state. Please click on a row to verify coverage information.

| Policy Number | Primary Policy Name |
|-----------------|-------------------------------|
| WC535S535153013 | GINOS THE KING OF PIZZA LLC |
| WC535S535153013 | GINOS REAL NEW YORK PIZZA DBA |

South Carolina Workers Compensation Commission

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

[Click here for claim processing information \(and register for mid-term cancellation notice\).](#)

Worker's Compensation Insurance Coverage Provider: LM INS CORP
 Policy Number: WC535S535153013
 Coverage/Injury/Illness Date: 01/08/14

[Return to Policy Results](#)

| Employer Name | Street Address | City | State | Zip |
|---|------------------|---|-------|---|
| <input type="text"/> <input type="button" value="Y"/> | | <input type="text"/> <input type="button" value="Y"/> | | <input type="text"/> <input type="button" value="Y"/> |
| GINOS REAL NEW YORK PIZZA DBA | 144 BROOKGATE DR | MYRTLE BEACH | SC | 29579-7809 |
| GINOS REAL NEW YORK PIZZA DBA | 532 HIGHWAY 17 N | NORTH MYRTLE BEACH | SC | 29582-2904 |
| GINOS THE KING OF PIZZA LLC | 144 BROOKGATE DR | MYRTLE BEACH | SC | 29579-7809 |
| GINOS THE KING OF PIZZA LLC | 532 HIGHWAY 17 N | NORTH MYRTLE BEACH | SC | 29582-2904 |

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND CONSENT TO ASSIGNMENT (this "Assignment") is made effective as the 23rd of August, 2011, by and among NANCY C. SORCE and DANIEL A. SAULLO ("Assignor"), NANCY C. SORCE ("Assignee"), and THF GATOR HOLE DEVELOPMENT, L.L.C., a Missouri limited liability company ("Landlord").

RECITALS:

A. Assignor is the Tenant of certain premises located at the shopping center commonly known as The "PLAZA" @ Gator Hole in Horry County, South Carolina, pursuant to that certain Lease dated June 29, 2001, as amended by First Lease Modification Agreement dated 2001, and by Assignment and Assumption of Lease Agreement and Consent to Assignment dated January 11, 2007, and as further assigned by that certain Assignment and Assumption of Lease Agreement and Consent to Assignment dated March 4, 2008 between Assignor and Landlord (collectively, the "Lease").

B. Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the Lease upon the terms hereinafter set forth.

C. Assignee desires to accept such assignment and transfer and to assume Assignor's obligations and liabilities under and with respect to the Lease to the extent hereinafter provided.

D. Landlord desires to consent to such assignment and transfer upon the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, obligations, title and interest in, to and under the Lease, to have and to hold the same unto Assignee, its successors and assigns forever, subject to the terms, covenants and conditions contained in the Lease, including, without limitation, Section 11.01 of the Lease, which provides that Assignor shall remain fully liable on the Lease and shall not be released from performing any of the terms, covenants and conditions thereof.

2. Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of the Lease from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of the Lease to be observed or performed by Assignor thereunder from and after the date hereof and hereby assumes all liabilities arising out of or relating to the Lease or arising out of the acts or events occurring or conditions existing with respect to the Lease from and after the date hereof.

3. Assignee acknowledges and agrees that no oral or written representations or warranties concerning the Lease have been made in connection with Assignee's agreement to accept the assignment and transfer of Assignor's rights under and to the Lease and to assume Assignor's obligations with respect thereto.

4. Landlord hereby consents to such assignment and transfer of the Lease from Assignor to Assignee and to such assumption by Assignee, all as provided in this Assignment and in the Lease.

5. Assignor and Assignee acknowledge that Assignor has deposited with Landlord a security deposit in the amount of [REDACTED], which security deposit Landlord shall continue to hold pursuant to the terms of the Lease. Assignor hereby relinquishes and releases all of its right, title and interest in such security deposit.

6. Effective as of the date hereof, Tenant's notice address under Section 21.06 of the Lease shall be the following:

Nancy C. Sorce
532 Highway 17 North
N. Myrtle Beach, SC 29562

7. Assignee acknowledges that Landlord has not yet calculated or billed the 2011 year end reconciliations for costs relating to taxes, insurance, common area operating costs and other charges that may be prorated under the Lease and that Landlord will issue a statement of reconciliation in 2012. Assignee agrees to be responsible for the entire amount billed for such 2011 reconciliations.

8. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments comprising the Lease and their respective successors and assigns.

9. Each person executing this Assignment on behalf of a party hereto hereby represents and warrants that he or she has the authority to execute this Assignment and to bind the party for which such person so executes this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written:

ASSIGNOR:

Nancy C. Sorce
NANCY C. SORCE

Daniel A. Saullo
DANIEL A. SAULLO

ASSIGNEE:

Nancy C. Sorce
NANCY C. SORCE

LANDLORD:

THF GATOR HOLE DEVELOPMENT, L.L.C.

By:

Michael H. Staenberg
Manager

SECOND LEASE MODIFICATION AGREEMENT

THIS SECOND LEASE MODIFICATION AGREEMENT ("Second Lease Modification") is made and entered into this 23rd day of August, 2011, by and between THF GATOR HOLE DEVELOPMENT, L.L.C., a Missouri limited liability company ("Landlord"), and NANCY C. SORCE ("Tenant").

WITNESSETH:

WHEREAS, Landlord leased to Tenant and Tenant leased from Landlord the premises containing approximately 1,600 square feet (the "leased premises") located in The Plaza @ Gator Hole, North Myrtle Beach, Horry County, South Carolina (the "Shopping Center"), pursuant to that certain lease dated June 29, 2001, as amended by First Lease Modification Agreement dated 2001, as assigned by that certain Assignment and Assumption of Lease Agreement and Consent to Assignment dated January 11, 2007, as further assigned by that certain Assignment and Assumption of Lease Agreement and Consent to Assignment dated March 4, 2008, and as further assigned by that certain Assignment and Assumption of Lease Agreement and Consent to Assignment dated August 23, 2011 (collectively the "Lease"); and

WHEREAS, Landlord and Tenant desire to modify the Lease in accordance with the terms and conditions set forth.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The term of the Lease is extended beyond its scheduled expiration date of December 31, 2011 for a period of ten (10) years commencing on January 1, 2012 and ending on December 31, 2021. For purposes of this Second Lease Modification, the period beginning January 1, 2012, and expiring December 31, 2021, is herein called the "Extended Term". During the Extended Term, all of the provisions of the Lease, as amended by this Second Lease Modification, shall apply, provided that the Minimum Annual Rental shall be as follows:

Minimum Annual Rental:

Extended Term

(1/1/2012-12/31/2016):

(1/1/2017-12/31/2021):

2. Article XXIV of the Lease is deleted in its entirety.

3. As amended hereby, the Lease, and each and every provision thereof is hereby ratified and confirmed by Landlord and Tenant and shall remain in full force and effect by and between Landlord and Tenant. Tenant represents and warrants to Landlord that Landlord is not in default or breach of any of Landlord's obligations under the Lease and Tenant has no claim against Landlord under the Lease or in connection with the leasing of the leased premises.

4. The provisions of this Second Lease Modification shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Lease Modification as of the day and year first above written.

LANDLORD:

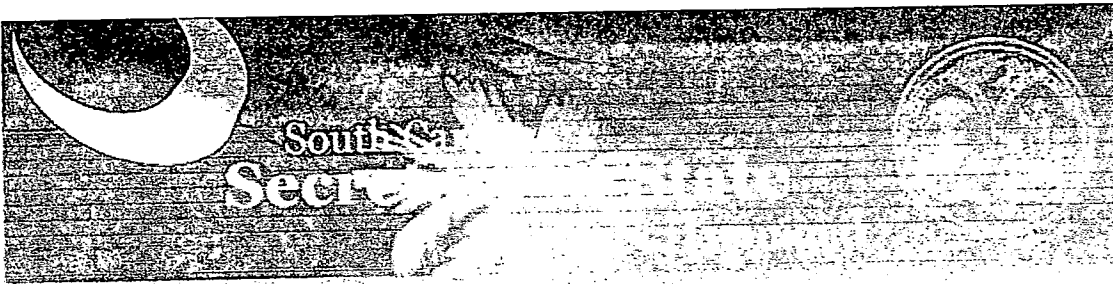
THF GATOR HOLE DEVELOPMENT, L.L.C.

By:

Michael H. Stenberg
Manager

TENANT:

Nancy C. Sorce
NANCY C. SORCE



GENO'S NEW YORK STYLE PIZZERIA, INC.

*Note: This online database was last updated on 7/14/2013 6:01:31 PM.
See our Disclaimer.*

| | |
|--|-----------------------|
| DOMESTIC / FOREIGN: | Domestic |
| STATUS: | Forfeiture |
| STATE OF INCORPORATION / ORGANIZATION: | SOUTH CAROLINA Profit |

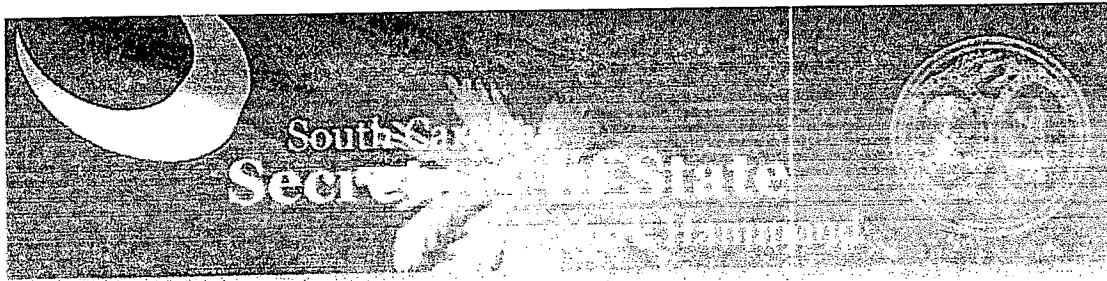
REGISTERED AGENT INFORMATION

| | |
|------------------------|-------------------|
| REGISTERED AGENT NAME: | GENE F JEWELL III |
| ADDRESS: | 532 HWY 17 N |
| CITY: | N MYRTLE BEACH |
| STATE: | SC |
| ZIP: | 29582 |
| SECOND ADDRESS: | |
| FILE DATE: | 01/15/2002 |
| EFFECTIVE DATE: | 01/15/2002 |
| DISSOLVED DATE: | 10/11/2010 |

Corporation History Records

| CODE | FILE DATE | COMMENT | Document |
|---------------|------------|---|----------|
| Forfeiture | 10/11/2010 | SCBOS Filing: ADMINISTRATIVE DISSOLUTION #2 | |
| Incorporation | 01/15/2002 | INCORPORATION | Image |

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GENO'S NEW YORK PIZZERIA, LLC

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DOMESTIC / FOREIGN: Domestic
 STATUS: Dissolved
 STATE OF INCORPORATION: SOUTH CAROLINA
 / ORGANIZATION: Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME: TIMOTHY J. GLANCY, SR.
 ADDRESS: 532 HWY 17 N.
 CITY: N.MYRTLE BEACH
 STATE: SC
 ZIP:
 SECOND ADDRESS:
 FILE DATE: 07/06/2007
 EFFECTIVE DATE: 07/06/2007
 DISSOLVED DATE: 03/10/2008

Corporation History Records

| CODE | FILE DATE | COMMENT | Document |
|--------------|------------|---------------------|----------|
| Dissolution | 03/10/2008 | TERMINATION | |
| Amendment | 08/22/2007 | MEMBER DISSOCIATION | |
| Domestic LLC | 07/06/2007 | AT WILL | |

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GINOS CLASSIC NEW YORK PIZZA COMPANY, LLC

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| | |
|--|-----------------------|
| DOMESTIC / FOREIGN: | Domestic |
| STATUS: | Good Standing |
| STATE OF INCORPORATION / ORGANIZATION: | SOUTH CAROLINA Profit |

REGISTERED AGENT INFORMATION

| | |
|------------------------|------------------|
| REGISTERED AGENT NAME: | NANCY C. SORCE |
| ADDRESS: | 144 BROOKGATE DR |
| CITY: | MYRTLE BEACH |
| STATE: | SC |
| ZIP: | 29579 |
| SECOND ADDRESS: | |
| FILE DATE: | 12/21/2009 |
| EFFECTIVE DATE: | 12/21/2009 |
| DISSOLVED DATE: | // |

Corporation History Records

| CODE | FILE DATE | COMMENT | Document |
|--------------|------------|-----------------------|----------|
| Domestic LLC | 12/21/2009 | SCBOS Filing: AT WILL | |

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GINO'S THE KING OF PIZZA, LLC

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| | |
|---|-----------------------|
| DOMESTIC / FOREIGN: | Domestic |
| STATUS: | Good Standing |
| STATE OF INCORPORATION / ORGANIZATION: | SOUTH CAROLINA Profit |

REGISTERED AGENT INFORMATION

| | |
|-------------------------------|---------------------|
| REGISTERED AGENT NAME: | NANCY C. SORCE |
| ADDRESS: | 144 BROOKGATE DRIVE |
| CITY: | MYRTLE BEACH |
| STATE: | SC |
| ZIP: | 29579 |
| SECOND ADDRESS: | |
| FILE DATE: | 06/26/2007 |
| EFFECTIVE DATE: | 06/26/2007 |
| DISSOLVED DATE: | // |

Corporation History Records

| CODE | FILE DATE | COMMENT | Document |
|--------------|------------|-------------------------------------|----------|
| Agent | 03/26/2008 | CHANGE REGISTERED AGENT AND ADDRESS | |
| Domestic LLC | 06/26/2007 | AT WILL | |

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

W.C.C. File No. 1308837

Appellate Case No. 2015-000191

Esvin Leonel Lopez Perez, Employee, Appellant

v.

Gino's The King of Pizza, Employer, Respondent

FINAL BRIEF OF APPELLANT

David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com

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STATEMENT OF ISSUE ON APPEAL

1. Did the Employer have sufficient Employees to be subject to the Act?

STATEMENT OF THE CASE

Claimant filed a Form 50 on June 13, 2013 alleging burns to his face and hands as a result of a propane explosion at the pizza restaurant where he worked. Employer Answered, denying an Employer-Employee relationship, that the accident arose out of and in the scope of Claimant's employment, that Claimant gave timely notice of the accident and that Employer was subject to the Act. Following a hearing on April 23, 2014 the Hearing Commissioner found the Employer not to be subject to the Act. Timely appeal was filed and the full Commission affirmed. This appeal followed.

FACTS

Appellant, a Guatemalan immigrant, worked for Respondent for five years in its Pizza Restaurant in North Myrtle Beach. On May 22, 2013 at the direction of his supervisor Appellant was cleaning refrigerator coils in the kitchen of the restaurant using compressed propane. An explosion and fire ensued injuring both Appellant and his supervisor who were transported to the local hospital. Appellant was subsequently transferred to the burn center at Doctor's Hospital in Augusta, Georgia. Appellant requested Workers Compensation benefits and Respondent denied it was subject to the Act.

ARGUMENT

STANDARD OF REVIEW

Judicial review of a Workers' Compensation decision is governed by the substantial evidence rule of the Administrative Procedures Act. Baxter v. Martin Bros., Inc., 368 S.C. 510, 513, 630 S.E.2d 42, 43 (2006); Shealy v. Aiken County, 341 S.C. 448, 454, 535 S.E.2d 438, 442 (2000). However, if the factual issue before the Commission involves a jurisdictional question, this court's review is governed by the preponderance of evidence standard. Nelson v. Yellow Cab Co., 343 S.C. 102, 108, 538 S.E.2d 276, 279 (Ct. App.2000) aff'd 349 S.C. 589, 564 S.E.2d 110 (2002); Kirksey v. Assurance Tire Co., 314 S.C. 43, 45, 443 S.E.2d 803, 804 (1994); Vines v. Champion Bldg. Prods., 315 S.C. 13, 16, 431 S.E.2d, 585, 586 (1993); Porter v. Labor Depot, 372 S.C. 560, 643 S.E.2d 96 (Ct.App. 2007); Cooke v. Palmetto Health Alliance, 367 S.C. 167, 173, 624 S.E.2d 439, 441 (Ct. App.2005); Edens v. Bellini, 359 S.C. 433, 440, 597 S.E.2d 863, 867 (Ct.App.2004); Simons v. Longbranch Farms, Inc., 345 S.C. 277, 280, 547 S.E.2d 500, 502 (Ct.App.2001); Lake v. Reeder Constr. Co., 330 S.C. 242, 248, 498 S.E.2d 650, 654 (Ct.App.1998). Consequently, this Court's review is not bound by the Commission's findings of fact on which jurisdiction is based. Canady v. Charleston County Sch. Dist., 265 S.C. 21, 25, 216 S.E.2d 755, 757 (1975). A reviewing court has both the power and duty to review the entire record, find jurisdictional facts without regard to conclusions of the Commission on the issue, and decide the jurisdictional question in accord with the preponderance of evidence. *Id.*; see also Kirksey, 314 S.C. at 45, 443 S.E.2d at 804 (holding this court can find facts in accordance with the preponderance of evidence when determining a jurisdictional question in a Workers' Compensation case); Sanders v. Litchfield Country Club, 297 S.C. 339, 342, 377 S.E.2d 111, 113 (Ct.App.1989) (deciding where a jurisdictional issue is raised, this court must review record

and make its own determination whether the preponderance of evidence supports the Commission's factual findings bearing on that issue).

Workers' compensation statutes are construed liberally in favor of coverage, and South Carolina's policy is to resolve jurisdictional doubts in favor of the inclusion of employees within workers' compensation coverage. Nelson v. Yellow Cab Co., 343 S.C. 102, 109, 538 S.E.2d 276, 279 (Ct.App.2000) aff'd 349 S.C. 589, 564 S.E.2d 110 (2002) (citing Mauldin v. DynaColor/ Jack Rabbit, 308 S.C. 18, 416 S.E.2d 639 (1992); O'Briant v. Daniel Constr. Co., 279 S.C. 254, 305 S.E.2d 241 (1983); Horton v. Baruch, 217 S.C. 48, 59 S.E.2d 545 (1950); Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996); McLeod v. Piggly Wiggly Carolina Co., 280 S.C. 466, 313 S.E.2d 38 (Ct.App.1984)).

In determining such jurisdictional questions, it must be kept in mind that the basic purpose of the Workmen's Compensation Act is the inclusion of employers and employees within its coverage and not their exclusion, and doubts of jurisdiction will be resolved in favor of inclusion rather than exclusion. However, a construction should not be adopted that does violence to the specific provisions of the Act. White v. J.T. Strahan Co., 244 S.C. 120, 135 S.E.2d 720, 723 (1964). Hernandez-Zuniga, v. Tickle 374 S.C. 235, 647 S.E.2d 691 (2007).

The Commission found no relationship between the two other Gino's Pizza locations in Horry County and the Employer. The record reflects:

1. The Sorce family owns all three locations of Gino's Pizza. (R. p. 38, lines 6-10), and is opening a fourth location (R. p. 32, lines 7-11, p. 33, line 9).
2. The Sorce family resides at 144 Brookgate Drive (R. p. 39, lines 15-18, p. 40, lines 17-19), owned by Nancy & Francesco Sorce (R. p. 222).
3. The Sun News directory lists "Gino's Real New York Pizzeria" with three locations

(R. p. 41, lines 6-23), noting “Due to their popularity, Gino’s Real New York Pizzeria recently opened their third location in the Carolina Forest Section of Myrtle Beach” (R. p. 157).

4. Employer’s 30(B)(6) designated agent testified no effort had been made to disabuse the newspaper of the notion that one entity operated all three locations (R. p. 41, lines 20-23).

5. When Employer obtained Workers Compensation coverage after the accident two different Gino’s Pizzas were covered on one policy, (R. p. 46, lines 6-20) the second location giving the same address as the Sorce family, 144 Brookgate Drive. (R. p. 158).

6. The commercial premises where Claimant was injured were not leased by an LLC but rather by Nancy Sorce of 144 Brookgate Drive (R. p. 38, line 6 – p. 39, line 11).

7. Nancy Sorce at 144 Brookgate Drive is the registered agent for both Gino’s Classic New York Pizza Company, Inc. and Gino’s The King of Pizza, LLC (R. pp. 249-250), both at 144 Brookgate Drive.

8. Gino’s Real New York Pizza, LLC (Close to the Sun News Directory’s “Ginos Real New York Pizzeria” (R. p. 157) has as its registered agent Nancy Sorce’s son-in-law (R. p. 221, p. 49, line 18- p. 50, line 11), who works at the Carolina Forest location.

9. Because all three locations are in precisely the same business employees were exchanged between the locations (R. p. 84, line 17 – p. 85, line 14).

10. The Gino’s Real New York Pizza Facebook Page includes comments by “Gino’s Real New York Pizza” giving the Gino’s Highway 501 telephone number and includes the announcement of the opening of “Carolina Forest Gino’s” (R. pp. 215-218).

The Commission erroneously concluded there was “no relationship” between Gino’s various LLC’s, all in the pizza business in Horry County, with common address, registered agents and close family relatives as members. Employer admits one employee was moved from

one location to another. Principals of Gino's not only knew they were represented to the public to be one company but actively participated in the social media that created that impression. As our court noted in Ost. v. Integrated Products, Inc., 296 S.C. 241, 371 S.E.2d 796 (1988) when finding "sister corporations" were engaged in the same business activities in South Carolina and therefore their employees were included in the count for the purpose of establishing Jurisdiction:

"...interpretation of the exemption statute should be controlled by the underlying purpose of the Act. The Worker's Compensation Act's primary objective is to create and preserve rights of employees who may sustain personal injuries in the course of their employment." Moss v. Davey Tree Expert Co., 245 S.C. 127, 139 S.E.2d 825, 828 (1939)."

Here the various Gino's are engaged in exactly the same activity in the same county and are regarded by the public and represented to the public to be a single entity. Just as it would be unfair to permit an owner to evade the Act by creating a series of subcontractors so equally would it be unfair to achieve the same result by creating a series of "sister" LLC's to engage in precisely the same business in the same locale.

11. The North Myrtle Beach location was open eighty four hours per week (R. p. 44, lines 12-14) and made bank deposits totaling \$27,800.87 the month of the injury (R. p.195), \$31,542.66 the preceding month (R. p. 193) despite the fact that all of the illegal alien employees were paid cash which was not included in the bank deposits (R. p. 60, lines 7-21).

12. Claimant testified he worked four to five days per week, 11 hours per day for \$100 per day cash (R. p. 96, line 17- p. 97, line 13) for a period of five years, receiving \$60 per day cash until two years before the accident.

13. Edwin Molina worked at the same location for three years, four or five days per week, 11 hours per day, for \$110 cash per day. (R. p. 97, lines 14-22, p. 101, line 23-p. 102, line 14, p.103, lines 13-16).

14. Ernesto Hernandez worked at the same location when Claimant was injured for \$130 per day for four years, 11 hours per day four or five days per week. (R. p. 99, line 24 – p. 100, line 7, p. 102, line 15- p. 103, line 16).

15. Carlos Perez-Perez worked at the same location, five to six days per week, 11 hours per day, for two or three years for \$80 per day. (R. p. 103, line 17 – p. 104, line 7), Employer testified she wasn't sure if Carlos worked there (R. p. 84, lines 8 – 16).

16. Hipolito Rivera, a U.S. Citizen, worked at the same location for two years, six days per week (R. p.105, lines 9 – 16).

17. An employee named Alan worked at the same location five days per week for seven months. (R. p. 105, line 17 –p. 106, line 1).

18. On the day of the accident employees Edwin, Ernesto, Carlos, Francesco and Claimant were present and working. (R. p. 107, lines 1-12).

19. Employer's 30(B)(6) witness admitted Francesco Sorce, Nancy Sorce, and Hipolito Rivera were employees on the date of Claimant's injury (R. p. 42, lines 3 – 14).

20. Employer's 30(B)(6) witness admitted three or four employees would typically be on duty (R. p. 44, lines 12-19).

21. Employer's 30(B)(6) witness admitted Ernesto, Edwin, Hipolito and Claimant all worked at the North Myrtle Beach location, in addition to Nancy & Francesco Sorce.

22. Employer's 30(B)(6) witness admitted Claimant, Edwin and Ernesto were illegal aliens who were paid in cash (R. p. 45, lines 8 – 13) and no federal income tax, state income tax, Medicare premiums, nor Social Security contributions were withheld nor did Employer match contributions for Medicare and Social Security. (R. p. 53, line 3 – p. 54, line 6, p. 55, lines 18-25).

23. Employer admitted Edwin and Ernesto continued to work at the North Myrtle Beach location at the time of the deposition (R. p. 45, lines 8-17).

Section 41-10-30 (A) S.C. Code (1990) mandates that all Employers in South Carolina provide written notice to Employees of the hours and wages agreed upon, the time and place of payment and any deductions to be applied. Subsection B requires retention of "... records of names and addresses of all employees and of wages paid each payday and deductions made for three years.", and Subsection C mandates that "Every employer shall furnish each employee with an itemized statement showing his gross pay and the deductions made from his wages for each pay period." Although Claimant testified there was a folder kept in a drawer which he believed contained a record of employees' work Employer denied its existence and maintained that it had not complied with the statutory recordkeeping requirements.

24. Throughout the record there is no evidence Employer's sole witness ever worked even one day at the North Myrtle Beach location.

25. Employer admitted to failing to withhold, report, pay or match state and federal income taxes, medicare, social security and unemployment insurance premiums for most of its employees.

26. Employer's sole witness was produced in response to a deposition notice requesting a witness with knowledge of a.) The relationship between A. Geno's New York Style Pizzeria, B. Gino's Real New York Pizzeria, C. Gino's Classic New York Pizza Company, LLC, D. Gino's The King of Pizza, LLC, E. Midnite Corporation, Inc., F. Geno's New York Pizzeria, LLC, G. Gino's Real New York Pizza, LLC, H. Geno's New York Pizzeria; b.) Ownership, past and present, of the above entities; c.) Workers Compensation coverage, past and present, of the entities; d.) Procurement, marketing and payroll operations of the above entities; e.) Operations

by any of the above entities outside the State of South Carolina but, upon examination, Employer's witness asserted she was not the president of the Employer, an officer, an employee, a CPA, nor a public accountant (R. p. 30, line 25- p. 31, line 7).

27. Employer's sole witness testified she had no records of the actual payments to Claimant, Edwin and Ernesto (R. p. 76, lines 2-19).

28. Employer denied the Employer-Employee relationship, denied the work related nature of the injury and denied notice of the injury (Form 51) until deposed, when they were admitted (R. p. 77, line 8 – p. 78, line 7).

29. Employer's counsel prepared the Form 20 (Form 20), when asked the source of the information used to complete the form, Employer's sole witness indicated it was an estimate "off of what we were usually paying him" (R. p. 76, line 4) but no records of actual payments exist. (R. p. 76, lines 8 – 10) and the same was true of Edwin and Ernesto (R. p. 76, lines 11-12).

30. Employer's S.C. Dept. of Employment and Workforce form UCE 120's for the period in question reflect the identity of all wage earners whose incomes were taxed for unemployment insurance premiums. No wages were reported for Claimant, Edwin, Ernesto or Carlos, (R. pp. 197-206), nor were taxes paid by the Employer on their earnings.

31. Employer testified Hipolito Rivera worked "five or six days" the entire year of 2013 R. p. 134, lines 19-25, p. 139, lines 14-19) yet Employer's UCE-120's reflect wages earned of \$2,500.00, \$6,2000, and \$3,800.00 in the three quarters ending with the accident. (R. pp. 202, 204, 206).

Employer's statutorily required payroll records for Claimant, Edwin, Ernesto, Carlos, and Alan were either nonexistent, (Employer's testimony) or withheld. Employer admits unlawfully

failing to withhold income tax, social security and Medicaid contributions. Significantly, Employer admits knowingly employing several "unauthorized aliens" as defined in §41-8-10, Code of Laws of S.C. (2008) and abandons the pretense of ignorance as to their status for the last several years. Employer also admits violating the notice requirements of the Payment of Wages Act, §41-10-10 et seq. Code of Laws of S.C. (1986) with impunity to date.

The Hartzell analysis of Regularity of Employment:

a.) Employment of the same number of persons, although not necessarily the same individuals:

For the relevant period, the quarter in which the injury occurred, the record reflects employees as follows:

1. Hipolito K. Rivera, 2. Carlos A. Sorce, 3. Francesco Sorce, 4. Nancy Sorce, 5. Claimant, 6. Edwin Molina, 7. Ernesto Hernandez, 8. Carlos Perez.

For the preceding quarter the record reflects employees as follows:

1. Hipolito K. Rivera, 2. Carlos A. Sorce, 3. Francesco Sorce, 4. Nancy Sorce, 5. Claimant, 6. Edwin Molina, 7. Ernesto Hernandez, 8. Carlos Perez.

b.) During the relevant period of time.

Claimant would point out that the next preceding quarter is identical so the number of employees did not change in the three quarters ending with the accident.

c.) With some constancy.

The number of employees remained unchanged during the relevant period.

d.) Not by chance or for a particular occasion.

These employees worked 44-55 hours per week every week for years.

e.) Without regard to the regularity of the days or hours worked.

Because the employment was "Constant" the particular days or hours worked are irrelevant.

The Commission erroneously found the other unauthorized aliens and Hipolito Rivera to be, at most, casual employees under the Act and therefore not regularly employed. The Commission misapprehends both the definition of a casual employee and, more importantly, that to be excluded for the purpose of the Act the employee must be both "...casual AND not in the course of the trade, business or occupation of his employer." Section 42-11-30 Code of Laws of S.C. (2002) (emphasis added). Here no evidence whatsoever was offered to show that these employees were engaged in anything other than the retail pizza trade, they were therefore not casual by definition, Johnson v. Jackson, 401 S.C. 152, 735 S.E.2d 664 (Ct. App. 2012), Carrier v. Westvaco Corp., 806 F. Supp. 1242 (D.S.C. 1992).

Conclusion

Workers Compensation statutes are construed liberally in favor of coverage, and South Carolina's policy is to resolve jurisdictional doubts in favor of the inclusion of employees within workers compensation coverage. Nelson v. Yellow Cab Co., 343 S.C. 102, 538 S.E. 2d 276, 279 (Ct. App. 2000) aff'd. 349 S.C. 579, 564 S.E. 2d 110 (2002).

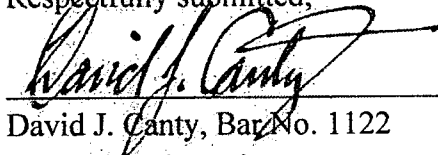
For the Commission to find that these employees worked "sporadically, occasionally, indefinitely and on a very limited basis" flies in the face of the record, particularly with regard to Hipolito whom they admit they paid \$2,500, \$6,200 and \$3,800 in the three quarters ending with that of the accident. Employer's failure to produce statutorily mandated payroll records gives rise to a presumption that those records would corroborate Claimant. Halyburton v. Kershaw, 3 DeSauss. Eq. 105 (1810), Blake's Ex'rs v. Lowe, 3 DeSauss. Eq. 263 (1811), Smith v. Southern

Ry. Co., 121 S.C. 94, 113 S.E. 465 (1922), Wisconsin Motor Corp. v. Green, 224 S.C. 460, 79 S.E. 2d 718 (1954). Employer cannot hope to profit by its unlawful conduct.

The Commission's finding of no jurisdiction must be reversed and the matter remanded with instructions to ascertain the benefits due Appellant.

March 23, 2015

Respectfully submitted,



David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION
COMMISSION

W.C.C File No. 1308837

Appellate Case No. 2015-000191

Esvin Leonel Lopez Perez, Employee, Appellant,

v.

Gino's The King of Pizza, LLC, Employer, Respondent.

FINAL BRIEF OF RESPONDENT

Daniel R. McCoy
SC Bar No. 80128
E-Mail: dan.mccoy@nelsonmullins.com
3751 Robert M. Grissom Parkway / Suite 300
Post Office Box 3939 (29578-3939)
Myrtle Beach, SC 29577-3165
(843) 448-3500

Robert C. Calamari
SC Bar No. 064985
E-Mail: bob.calamari@nelsonmullins.com
3751 Robert M. Grissom Parkway / Suite 300
Post Office Box 3939 (29578-3939)
Myrtle Beach, SC 29577-3165
(843) 448-3500

Attorneys for Respondent Gino's the King of Pizza, LLC.

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Statement of the Issue on Appeal

- I. DID THE WORKERS' COMPENSATION COMMISSION ERR IN FINDING THAT GINO'S THE KING OF PIZZA, LLC DID NOT REGULARLY EMPLOY FOUR (4) OR MORE PERSONS AND IS THEREFORE NOT SUBJECT TO THE ACT.

Statement of the Case

The claimant, Esvin Leonel Lopez Perez, initiated this Workers' Compensation claim by filing a Form 50 in which he alleged that he suffered a compensable injury which arose out of his employment on May 22, 2013. Defendant Gino's the King of Pizza, LLC filed a Form 51 contesting jurisdiction and argued that it did not maintain the requisite number of employees to be subject to the Workers' Compensation Act.

A hearing was held in Horry County, South Carolina on April 23, 2014. All parties were duly notified of the date, time and place of the hearing, and all parties and their representatives appeared at the scheduled hearing. Commissioner Aisha Taylor presided at the hearing and received testimony and other evidence from the parties' witnesses for the sole purpose of determining the jurisdictional issue. The claimant was the sole witness to testify on behalf of his position. No other people alleged by the claimant to have been regularly employed by Gino's the King of Pizza, LLC were present. Gino's the King of Pizza, LLC presented one of its bookkeepers, Katrina Sorce, to testify as to the number of employees maintained by the business entity.

Having heard the testimony and reviewed the evidence presented, Commissioner Taylor issued an Order on July 7, 2014 wherein she found that Gino's the King of Pizza, LLC did not regularly employ four (4) or more employees at all times relevant to this action. The Commissioner also found that it became clear upon cross-examination that the claimant had no actual knowledge as to the working relationship of any other persons he testified about, that his beliefs were based on speculation and hearsay, and that the only credible testimony was presented by Gino's the King of Pizza, LLC. The Commissioner further found that Gino's the King of

Pizza, LLC only owns and operates one pizza restaurant location and while there are several other business entities operating under the trade name Gino's Pizza, they are not related to the employer in this case. Finally, the Commissioner held that, because it did not regularly employ four (4) or more employees, Gino's the King of Pizza, LLC was not subject to the South Carolina Workers' Compensation Act and, therefore, denied all of the claimant's claims for benefits.

The claimant appealed the decision of the single Commissioner to the Appellate Panel of the Full Commission. A hearing was conducted before the Appellate Panel on October 27, 2014 which was comprised of Commissioner T. Scott Beck, Commissioner Melody L. James, and Commissioner R. Michael Campbell, II. Following the hearing and a review of all documents presented, the Appellate Panel affirmed the Order of the single Commissioner including all findings of fact and conclusions of law. This appeal now follows.

Facts

Gino's the King of Pizza, LLC is the business entity that owns and operates a pizza restaurant located at 532 Highway 17 N., North Myrtle Beach, South Carolina 29582. {Transcript of Hearing Before Single Commissioner; R. p. 133, lines 4-10}. While there are other unrelated business entities conducting business under similar trade names, Gino's the King of Pizza, LLC only owns and operates that one location and is unrelated to any other business entities. {Transcript of Hearing Before Single Commissioner; R. p. 133, lines 11-22}.

The Gino's entity is a limited liability company with two members; Francesco Sorce and Nancy Sorce. {Transcript of Hearing Before Single Commissioner; R. p. 134, lines 8-13}. As a small business, the restaurant typically required only two or three people to operate the location. {Transcript of Hearing Before Single Commissioner; R. p. 142, lines 20-22}. On a normal day, Francesco Sorce, Nancy Sorce, and the claimant would be the people working at the restaurant. {Transcript of Hearing Before Single Commissioner; R. p. 152, line 19-p. 153, line 5}. Infrequently, if additional help was needed, Edwin Molina would be allowed to work at the restaurant. {Transcript of Hearing Before Single Commissioner; R. p. 154, lines 13-19}. However, Mr. Molina would only work on a very limited, sporadic basis on days that he would call or randomly stop in the restaurant and ask if he could help and only if needed by the restaurant. {Transcript of Hearing Before Single Commissioner; R. p. 135, line 23-p. 136, line 8}. In addition, if needed, friends and family members of the Sorce family would provide assistance to the restaurant on a very limited, irregular, and/or voluntary, unpaid basis. {Transcript of Hearing Before Single Commissioner; R.

p. 138, lines 10-20 (discussing the voluntary nature of Gino Sorce's relationship with the restaurant)); {Transcript of Hearing Before Single Commissioner; R. p. 141, line 16-p. 142, line 2 (discussing the voluntary nature of Katrina Sorce's employment)); {Transcript of Hearing Before Single Commissioner; R. p. 134, lines 14-25, R. p. 139, lines 4-19 (discussing the fact that Katrina Sorce's brother, Hipolito Rivera, helped out at the restaurant only five (5) or six (6) days in 2013)); {Transcript of Hearing Before Single Commissioner; R. p. 139, line 20-p. 140, line 14 (discussing the voluntary nature of Francesco Sorce's friend Alan's employment)); {Transcript of Hearing Before Single Commissioner; R. p. 136, line 16-p. 137, line 6 (discussing the limited and sporadic nature of work performed by Ernesto Hernandez)}. While Appellant testified that several other people worked at Gino's the King of Pizza, LLC that testimony was based upon speculation and hearsay and proved to be erroneous. {Transcript of Hearing Before Single Commissioner; R. p. 137, line 22-p. 138, line 5 (discussing how Carlos Pérez-Perez was unknown to and never worked for Gino's the King of Pizza, LLC contrary to Appellant's position)); {Transcript of Hearing Before Single Commissioner R. p. 142, lines 3-19 (discussing the fact that Katrina Sorce's brother-in-law, Carlo Sorce, lived in New York and did not work at Gino's the King of Pizza, LLC contrary to Appellant's assertion)}.

Standard of Review

Where factual issues before the Commission involve a jurisdictional question, this court's review is governed by the preponderance of evidence standard. {*Nelson v. Yellow Cab Co.*, 343 S.C. 102, 108, 538 S.E.2d 276, 279 (Ct. App. 2000) aff'd 349 S.C. 589, 564 S.E.2d 110 (2002)}; {*Kirksey v. Assurance Tire Co.*, 314 S.C. 43, 45, 443 S.E.2d 803, 804 (1994)}. The appellant bears the burden of demonstrating by a preponderance of the evidence that jurisdiction is proper. {*Hernandez-Zuniga v. Tickle*, 374 S.C. 235, 244, 647 S.E.2d 691, 695 (Ct. App. 2007)}. The final determination of witness credibility and the weight to be accorded evidence is reserved to the appellate panel. {*Bass v. Kenco Group*, 366 S.C. 450, 455, 622 S.E.2d 577 (Ct. App. 2005); *Shealy v. Aiken County*, 341 S.C. 448, 535 S.E.2d 438 (2000)}; {*Parsons v. Georgetown Steel*, 318 S.C. 63, 456 S.E.2d 366 (1995)}; {*Frame v. Resort Servs., Inc.*, 357 S.C. 520, 528, 593 S.E.2d 491, 495 (Ct. App. 2002)}; {*Gibson v. Spartanburg Sch. Dist. #3*, 338 S.C. 510, 517, 526 S. E. 2d 725, 729 (Ct. App. 2000)}. While the appellate court may take its own view of the preponderance of evidence on the existence of an employer-employee relationship, the final determination of witness credibility is usually reserved to the Appellate Panel. {*Hernandez-Zuniga*, 374 S.C. at 244, 647 S.E.2d at 695}.

Workers' compensation statutes are construed liberally in favor of coverage, and South Carolina's policy is to resolve jurisdictional doubts in favor of the inclusion of employees within workers' compensation coverage. {*Nelson v. Yellow Cab Co.*, 343 S.C. 102, 109, 538 S.E.2d 276, 279 (Ct. App. 2000) aff'd 349 S.C. 589, 564 S.E.2d 110 (2002) (citing *Mauldin v. Dyna-Color/Jack Rabbit*, 308 S.C. 18, 416 S.E.2d 639

(1992)); {*O'Briant v. Daniel Constr. Co.*, 279 S.C. 254, 305 S.E.2d 241 (1983)}. However, a construction should not be adopted that does violence to the specific provisions of the Act. {*Hernandez-Zuniga*, 374 S.C. at 243, 647 S.E.2d at 695}; {*White v. J. T. Strahan Co.*, 244 S.C. 120, 125, 135 S.E.2d 720, 723 (1964)}. The statutory language unequivocally exempts employers who do not regularly employ four or more employees. {*Hernandez-Zuniga*, 374 S.C. at 257, 647 S.E.2d at 702}. The reviewing body is "constrained to interpret the Act as it is written and does not have the power to expand its scope." {*Id.*}.

Argument

- I. **This Court should affirm because the Appellate Panel of the Full Commission correctly found that Gino's the King of Pizza, LLC is not subject to or bound by the provisions of the South Carolina Workers' Compensation Act because it did not regularly employ four (4) or more persons.**

In his brief, Claimant/Appellant claims the Appellate Panel erroneously found that Gino's the King of Pizza, LLC, was not subject to the provisions of the South Carolina Workers' Compensation Act. This argument lacks merit, and the Appellate Panel properly found that Gino's the King of Pizza, LLC did not regularly employ four (4) or more people during the time periods relevant to this action. This Court should affirm for three reasons. First, Gino's the King of Pizza, LLC is a separate and distinct entity from any other entity operating pizza restaurants in the area and no employees from any other pizza restaurant should be considered when determining whether Gino's the King of Pizza, LLC regularly employs four (4) or more people. Second, Gino's the King of Pizza, LLC did not regularly employ four (4) or more employees at any time relevant to this action. Third, Gino's the King of Pizza, LLC

provided credible witnesses while the claimant's testimony was merely based on speculation and hearsay.

- a. **Commissioner Taylor and the Appellate Panel of the Full Commission correctly found that Gino's the King of Pizza, LLC is a separate and distinct entity from other entities operating businesses bearing the name "Gino's Pizza" and correctly excluded from jurisdictional consideration the employees of those unrelated entities.**

Defendant respectfully submits that the single Commissioner and Appellate Panel did not err in finding that Gino's the King of Pizza, LLC is a separate and distinct entity from any other entity conducting business using "Gino's" in their trade name. While Appellant has asserted that Gino's the King of Pizza, LLC owns and operates multiple locations, the record reflects otherwise.

In his brief, Appellant has asserted that the Sorce family owns three restaurants bearing the name "Gino's Pizza." However, this is inaccurate and not relevant to this action. The public records show that all of the asserted "Gino's Pizza" locations are owned and operated by separate and distinct business entities. {SC Secretary of State Records; R. pp. 219-221}. Appellant did not introduce anything into the record reflecting the identities of the officers or members of those other entities. In addition, it is clear from the filings in this action that Appellant does not believe any other entities should be joined because none of those other business entities have been included in this action by the claimant, there are no allegations that corporate formalities were not followed, and nothing in the record would support Appellant's attempt to amalgamate unrelated business entities. {Form 50; R. p. 17}.

The restaurant in question, located 532 Highway 17 N., North Myrtle Beach, South Carolina 29582, is owned and operated by Gino's the King of Pizza, LLC of which Nancy Sorce and Francesco Sorce are the LLC members. {Transcript of Hearing Before Single Commissioner; R. p. 132, line 24-p. 133, line 10}; {K1's for Gino's the King of Pizza, LLC; R. pp. 235-236 (identifying Nancy Sorce and Francesco Sorce as members of the LLC)}. At the hearing, evidence and testimony was introduced showing that Gino's the King of Pizza, LLC does not own or operate any locations other than the restaurant located at 532 Highway 17 N., North Myrtle Beach, South Carolina 29582. {Transcript of Hearing Before Single Commissioner; R. p. 133, lines 4-22}. Appellant did not offer anyone to contradict Gino's the King of Pizza, LLC's testimony and, instead, relies on an unauthenticated listing from the Sun News directory identifying "Gino's Real New York Pizzeria" having three locations. However, the employer in this action is "Gino's the King of Pizza, LLC" and not "Gino's Real New York Pizzeria." {Form 50; R. p. 17}; {Form 51; R. pp. 18-19}. Notwithstanding that fact, Appellant did not offer anyone from the Sun News to testify as to the authenticity of the newspaper clipping or to testify as to how that information was obtained, who provided that information, who verified that information, or how accurate that information is.

At the Hearing, Appellant's argument to include other unrelated business entities' locations was based on the fact that there are multiple pizza restaurant locations containing variations of the name "Gino's" and the word "pizza" in the Sun News directory. However, Commissioner Taylor and the Appellate Panel correctly found that the name of the restaurant has nothing to do with its ownership or corporate

structure. For instance, if Appellant's assertion is correct, then Gino's the King of Pizza, LLC also has ownership in the unrelated business entity named Gino's Pizza & Spaghetti which has forty (40) locations in various states including West Virginia, Kentucky, Ohio, and Virginia. In addition, other unrelated pizza restaurants bearing variations of the name "Gino's Pizza" appear nationwide.¹ In his argument, Appellant is disregarding the legal significance of corporate formation and the protections offered to each separate and distinct entity. Testimony and evidence was introduced showing that Gino's the King of Pizza, LLC does not maintain any business records for any other business entity and only performs business on behalf of the one location that it owns. {Transcript of Hearing Before Single Commissioner; R. p. 133, lines 14-22}.

Appellant also argues that other locations bearing variations of the name "Gino's Pizza" should be included in this action for jurisdictional purposes because Nancy Sorce, or her son-in-law, are the registered agents for Gino's Classic New York Pizza Company, Inc., Ginos Real New York Pizza, LLC, and Gino's the King of Pizza, LLC. However, it appears that Appellant is confused as to the legal significance of a registered agent. To be a registered agent, one must only be an individual resident of this State, a domestic corporation, another limited liability company, or a foreign corporation or foreign company authorized to do business in this State. {S.C. Code

¹ Examples: Gino's Pizzeria, 1701 S. Mays St. Ste B, round Rock, TX 78664; Gino's Pizza, 1402 Lancaster Ave., Wilmington, DE; Gino's Pizza, 2210 N. Market St., Wilmington, DE; Gino's Pizza, 383 #E Avenue of the Flags, Buellton, CA 93427; Gino's Pizza, 539 5 Cities Dr., Pismo Beach, CA 93449; Gino's Pizza, 6260 Glenwood Ave. Ste 126, Raleigh, NC; Gino's, 3803 Highway 74 E, Wingate, NC 28174, Gino's Pizza, 1200 Atlantic Ave, St. 100, Atlantic City, NJ 08401; Gino's Pizza, 345 E. 83rd St. New York, NY 10028; Gino's Pizza, 490 S. Herlong Ave, Rock Hill, SC 29732; Gino's Pizzeria, 50 Pondfield Road West, Bronxville, NY; Gino's Pizzeria & Restaurant, 158-46 Crossbay Boulevard Howard Beach, NY 11414; Gino's of Emlont Pizzeria & Restaurant, 1615 Dutch Broadway Elmont, NY 11003; Gino's of Kissena Pizzeria & Restaurant, 65-01 Kissena Blvd, Flushing, NY 11367; and Gino's East of Chicago Pizza has ten (10) locations throughout Chicago and surrounding areas.

Ann. 33-44-108}. There is no requirement that the registered agent is a shareholder or member of the corporate entity and many times they are not. {*Id.*}. Also, the person acting as the registered agent for multiple businesses does not create joint liability between those business entities. The registered agent is merely the one whom is to be served if there is an action filed against the business in which he or she is acting as the registered agent. It is often that a person with no ownership interest is a registered agent for many unrelated businesses. For example, many corporate attorneys act as the registered agent for multiple unrelated businesses in which they do not maintain an ownership interest. This does not amalgamate those otherwise unrelated businesses.

Appellant also argues that because multiple business entities are in the same business of being a restaurant and have hired one similar employee, those business entities are jointly liable and all employees should be considered in determining whether Gino's the King of Pizza, LLC maintains the numerical-minimum number of employees to be subject to the Act. However, there is no law to support such a position. Myrtle Beach is well known for being driven by its service industry. While many of the residents work in that industry, most require employment by multiple restaurants to make a living wage. The fact that an employee at one pizza restaurant chose to seek employment from a second pizza restaurant only shows that he is comfortable working in that food and beverage area. Appellant did not present anyone to testify in support of his contention that employees were "exchanged" between locations. Even if he had, no South Carolina court has recognized Appellant's argument that working at two similar restaurants would amalgamate those business entities. Otherwise, someone working at Pizza Hut on the weekdays and delivering pizzas for Papa John's on the

weekends would unknowingly open up both restaurants to joint liability. While Appellant asserts in his brief that "Employer admits one employee was moved from one location to another", this is a mischaracterization of the testimony provided by Gino's the King of Pizza, LLC and unsubstantiated by the record. Appellant also asserts in his brief that "[w]hen Employer obtained Workers Compensation coverage after the accident two different Gino's Pizzas were covered on one policy." This again is a mischaracterization of the testimony provided by Gino's the King of Pizza, LLC and unsubstantiated by the record. {Katrina Sorce Dep.; R. p. 45, line 22-p. 47, line 5}.

Finally, Appellant argues that the unauthenticated "Ginos Real New York Pizza" Facebook Page provided, which includes comments by "Ginos Real New York Pizza", somehow links it to the separate Gino's the King of Pizza, LLC entity. Appellant's argument is, again, relying on the fact that the name "Gino's" is used by the separate entities. This argument fails for the same reasons explained above. While Appellant may want to include all pizza restaurants containing variations of the name "Gino's Pizza" into the action, the law does not support doing so.

- b. **Commissioner Taylor and the Appellate Panel of the Full Commission correctly found that Gino's the King of Pizza, LLC did not regularly employ four (4) or more employees and, therefore, was not subject to the Act.**

Per S.C. Code § 42-1-360, employers who do not "regularly employ" four or more workers are not covered under the Act. Because South Carolina workers' compensation law is fashioned after North Carolina's statute, South Carolina courts often rely on North Carolina precedent for guidance in interpreting the South Carolina Workers' Compensation Act. {*Nelson v. Yellow Cab Co.*, 343 S.C. 102, 117-118, 538

S.E.2d 276, 284 (Ct. App. 2000) aff'd 349 S.C. 589, 564 S.E.2d 110 (2002) (citing *Spoone v. Newsome Chevrolet-Buick*, 309 S.C. 432, 424 S.E.2d 489 (1992)); {*Stephen v. Avins Constr. Co.*, 324 S.C. 334, 340, 478 S.E.2d 74, 77 (Ct. App. 1996) (decisions of North Carolina courts interpreting that state's Workers' Compensation statute are entitled to weight when South Carolina courts interpret South Carolina Workers' Compensation law)}. North Carolina courts have interpreted "regularly employed" as "employment of the same number of persons throughout the period with some constancy." {*Grouse v. DRB Baseball Management, Inc.*, 121 N.C. App. 376, 465 S.E.2d 568, 570 (N.C. Ct. App. 1996) (citing *Patterson v. L.M. Parker Co.*, 2 N.C. App. 43, 162 S.E.2d 571, 575 (1968))}. The court in *Patterson* explained that the purpose of the Act would not be accomplished "by making it applicable to an employer who may have had, in the total number of persons entering and leaving his service during the period, more than the minimum number required by the Act." {*Patterson*, 162 S.E.2d at 575}.

Under South Carolina law, the statute itself does not define "regularly employed." In *Hernandez-Zuniga*, this Court opined that dictionaries can be helpful tools during the initial stages of legal research for the purpose of defining statutory terms. {*Hernandez-Zuniga*, 374 S.C. 235 at 248, 647 S.E.2d 697}. This Court continued by explaining that Black's Law Dictionary, 1285 (6th ed. 1990) defines "[r]egular" as meaning "usual, customary, normal or general." {*Id.*}. In addition, there are a variety of South Carolina cases that discuss this issue. South Carolina courts have found that "[w]here employment cannot be characterized as permanent or periodically regular, but occurs by chance, or with the intention and understanding on

the part of both employer and employee that it shall not be continuous, it is casual." {*Hernandez-Zuniga*, 374 S.C. at 248, 647 S.E.2d at 697-98 (citing *Smith v. Coastal Tire and Auto Service* 263 S.C. 77, 81, 207 S.E.2d 810, 812 (1974)); {see also *Johnson v. Jackson*, 401 S.C. 152, 735 S.E.2d 664 (Ct. App. 2012) (same proposition)}. Perhaps to add clarity to the analysis, some courts and commentators have juxtaposed the "casual employee" and "regularly employed" analyses. This Court in *Hernandez-Zuniga* provided guidance when it opined:

The question whether a particular employee should be disregarded for numerical-minimum purposes is very similar to the question whether he or she is a casual employee. It has been said that the two concepts are the same, and observation which, if true, would somewhat simplify the classification problem. As in the casual employment definition, both duration and regularity of recurrence are important factors. Thus, if the minimum number is exceeded on only eight of the one hundred and four days preceding the accident, the employer is not regularly employing the minimum. But if the number exceeds the minimum on seventeen out of twenty-seven days in the course of a construction job, the employer is covered.

{*Hernandez-Zuniga*, 374 S.C. at 246, 647 S.E.2d at 696 (citing 4 Larson, *Workers' Compensation* §§ 74.01-02)}.

In analyzing the jurisdictional question at issue here, this Court looked to the number of days worked by a person in determining whether he or she was to be considered as "regularly employed" by an employer. In doing so, this Court differentiated between the elements used to determine whether an employer "regularly employs" the numerical-minimum (4 or more) to be subject to the Act and the elements evaluated to decide whether an otherwise casual employee may qualify for benefits under the Act where he or she is employed by an employer that regularly employs four

(4) or more employees. This distinction is important to the jurisdictional analysis currently before this Court.

In determining whether an employee should be disregarded from the calculation of an employer's numerical-minimum, which is the issue in front of the Court, South Carolina courts look to see if a person's work is too sporadic and casual to be considered regularly employed by the employer. If it is, that person is not included in the count for the numerical-minimum determination. Appellant incorrectly asserts that to be excluded from being counted as a "regularly employed" employee, an employee must be both "casual" and "not in the course of the trade, business, or occupation of his employer." However, Appellant is erroneously applying the wrong test. That is the test used to determine whether a casual employee will receive benefits when employed by an employer that is subject to the Act (i.e. one that regularly employ's four or more people). It is not used when determining whether that employee counts in an employer's numerical-minimum for jurisdictional purposes. This distinction is seen in the analysis provided by this Court in *Harding v. Plumley*. In that action, this Court held that construction workers whose work was sporadic and casual would not be counted as "regularly employed" employees when determining the same jurisdictional question present here. {See *Harding v. Plumley*, 329 S.C. 580, 496 S.E.2d 29 (Ct. App. 1998) (holding that two construction employees whose work was sporadic and casual would not be considered when determining whether the construction contractor employer "regularly employed" four (4) or more employees)}. This Court was not concerned with the fact the employer owned a construction business and the workers in question were doing construction work. Thus, the "same trade, business, profession, or

occupation of employer" element of the analysis does not apply when determining if workers should be excluded from the numerical-minimum count for jurisdictional purposes.

At the Hearing, Appellant attempted to support his position that Gino's the King of Pizza, LLC regularly employed four (4) or more people through his testimony alone. No other person identified by Appellant as being employed by Gino's the King of Pizza, LLC testified on his behalf and Appellant's testimony was filled with speculation, hearsay, and inaccuracies. Appellant has asserted that multiple people were regularly employed by Gino's the King of Pizza, LLC. Regarding himself, Appellant first testified that he worked five (5) days a week, every week in 2013. {Transcript of Hearing Before Single Commissioner; R. p. 96, lines 6-18, R. p. 111, lines 1-11}. However, he later testified that he worked as few as two days a week. {Transcript of Hearing Before Single Commissioner; R. p. 113, lines 17-24, R. p. 115, lines 10-14}. Appellant then attempted to speculate as to how many days each other person he identified as an employee worked and about the working relationship each of those people had at Gino's the King of Pizza, LLC. However, it was clear that his testimony was based on speculation and hearsay. {Transcript of Hearing Before Single Commissioner; R. p. 118, lines 8-18, R. p. 119, lines 4-23}; {Commissioner Taylor's Order; R. p. 13, ¶ 9}. For example, Appellant testified that he did not know who the owners of the business entity were and was just guessing based on what he was allegedly told by others. {Transcript of Hearing Before Single Commissioner; R. p. 119, lines 18-23, R. p. 120, lines 2-6}. In another instance, Appellant testified that Carlo Sorce worked with him at Gino's the King of Pizza, LLC. {Transcript of

Hearing Before Single Commissioner; R. p. 121, lines 8-10}. However, only moments later, Appellant testified that Carlo Sorce actually lived in New York. {Transcript of Hearing Before Single Commissioner; R. p. 121, lines 13-15}. Nonetheless, even after testifying that Carlo Sorce lived in New York, Appellant maintained his position that Carlo Sorce worked at Gino's the King of Pizza, LLC in North Myrtle Beach, SC. {Transcript of Hearing Before Single Commissioner; R. p. 121, lines 16-18}. And again, moments later, Appellant changed his sworn testimony and admitted that Carlo Sorce had never worked with him at Gino's the King of Pizza, LLC. {Transcript of Hearing Before Single Commissioner; R. p. 123, lines 22-25}. Appellant then made a final change to his testimony when he swore to the Commission that Carlo Sorce worked for a restaurant bearing the name "Gino's Pizza" in New York but then sometimes travelled to Myrtle Beach to work at Gino's the King of Pizza, LLC. {Transcript of Hearing Before Single Commissioner; R. p. 124, lines 15-18}. Appellant presented no credible evidence as to the employment arrangements or work schedules of any employee other than himself. {Commissioner Taylor's Order; R. p. 13, ¶¶ 9, 10, and 12}. He attempted to guess about how many days other people worked and about whom the owners of the LLC were based on what he was told. He provided no witnesses other than himself to substantiate his assertions and, in the end, his testimony proved to be inconsistent, speculative, and unreliable. {Commissioner Taylor's Order; R. p. 13, ¶¶ 9, 10, and 12}.

At the Hearing, Katrina Sorce, a bookkeeper for Gino's the King of Pizza, LLC who handles the payroll and has assisted in the restaurant, provided testimony regarding the actual employment relationships Gino's the King of Pizza, LLC had with all of the

people alleged by Appellant to have been regularly employed. Testimony and evidence was introduced showing that Nancy Sorce and Francesco Sorce are the members of Gino's the King of Pizza, LLC. {Transcript of Hearing Before Single Commissioner; R. p. 132, line 24-p. 133, line 3}; {K1's for Gino's the King of Pizza, LLC; R. pp. 235-236 (identifying Nancy Sorce and Francesco Sorce as members of the LLC)}. Testimony and evidence was introduced showing that only Nancy Sorce, Francesco Sorce, and Appellant regularly performed work at the restaurant. {Transcript of Hearing Before Single Commissioner; R. p. 152, line 20-p. 154, line 8}; {Commissioner Taylor's Order; R. p. 14, ¶ 18}. As neither Nancy Sorce nor Francesco Sorce elected to be included as employees for workers' compensation purposes, they are not counted as an employee of Gino's the King of Pizza, LLC under the Act. {See S.C. Code Ann. § 42-1-130 and Commissioner Taylor's Order; R. p. 13, ¶ 13}. Therefore, Gino's the King of Pizza, LLC only had one (1) regularly employed employee. {Commissioner Taylor's Order; R. p. 14, ¶ 19}.

While Appellant speculated as to other people he believed to be regularly employed people at the restaurant, Gino's the King of Pizza, LLC, through testimony from Katrina Sorce, explained that all other people that performed work in the restaurant did so in a nature that was, at most, sporadic, casual, on a very limited basis and with the understanding that the work would not continue. {Transcript of Hearing Before Single Commissioner; R. p. 139, lines 4-19 (detailing the Hipolito Rivera is a family member of the LLC members and only worked for 5 or 6 days total in 2013)}; {Transcript of Hearing Before Single Commissioner; R. p. 134, line 14-p. 137, line 21 (discussing the sporadic nature of others identified by Appellant as alleged employees)}.

In addition, testimony and evidence introduced at the hearing showed that some of the people alleged by Appellant to have been employed at the restaurant did not even perform any work at Gino's the King of Pizza, LLC. For instance, testimony from Katrina Sorce showed that Carlo Sorce, Mrs. Sorce's brother-in-law, lives in New York and never performed work for the restaurant in 2013. {Transcript of Hearing Before Single Commissioner; R. p. 142, lines 3-9}. As another example, testimony was introduced by the bookkeeper and spokesperson for Gino's the King of Pizza, LLC that Carlos Perez-Perez was unknown to Gino's the King of Pizza, LLC and that he had never performed work in the restaurant. {Transcript of Hearing Before Single Commissioner; R. p. 137, line 22-p. 138, line 5}. Finally, testimony and evidence showed that multiple people asserted by Appellant to have been employees of Gino's the King of Pizza, LLC performed tasks on a voluntary basis, did not collect a paycheck, and never expected to be paid for any activities they performed. {Transcript of Hearing Before Single Commissioner; R. p. 141, line 16-p. 142, line 2 (discussing the voluntary nature of Katrina Sorce)}; {Transcript of Hearing Before Single Commissioner; R. p. 138, lines 10-20 (discussing the voluntary nature of Gino Sorce)}; {Transcript of Hearing Before Single Commissioner; R. p. 139, line 20-p. 140, line 14 (explaining that Alan was a friend of the LLC members and helped when needed on a voluntary and free basis with no expectation of being paid)}. For the above reasons, the Appellate Panel correctly found that Gino's the King of Pizza, LLC only regularly employed one (1) employee and was not subject to the Act.

Interestingly, Appellant has attempted to use wage records, or the lack thereof, to support his position that Gino's the King of Pizza, LLC employed four or more

regularly employed employees. In addition, Appellant has argued that the fact that Appellant was an illegal should be considered in this jurisdictional analysis. However, there is no South Carolina case law that would support Appellant's positions on this issue and, as explained by the single Commissioner and the Appellate Panel, that information has no bearing on this jurisdictional analysis. As Commissioner Taylor correctly pointed out, the focus of the Hearing was to determine whether people were regularly employed not to evaluate whether business records were kept. {Transcript of Hearing Before Single Commissioner; R. p. 149, lines 7-11, R. p. 150, lines 14-24}. Whether business records were kept or wage payment statutes were followed is "not one of the standards the commission basis regular employment on." {Transcript of Hearing Before Single Commissioner; R. p. 150, lines 14-24}. For those reasons, objections were lodged at the Hearing and sustained by Commissioner Taylor. Because the objections were sustained, no testimony was provided by witnesses for Gino's the King of Pizza, LLC clarifying how it kept its business records or how it was in compliance with wage payment statutes. Even if wages were discussed, South Carolina case law does not look to the amount of wages paid to a person or whether an employer keeps proper wage records in determining whether an employer regularly employs four (4) or more people to be subject under the Act. For the above reasons, none of Appellants arguments based on those grounds are proper for consideration in the jurisdictional analysis and they were correctly disregarded by the single Commissioner and the Appellate Panel.

- c. **Commissioner Taylor and the Appellate Panel correctly found that Katrina Sorce, a bookkeeper responsible for Gino's the King of Pizza, LLC's payroll activities, provided the only credible testimony of the facts pertinent to the jurisdictional question at issue.**

Gino's the King of Pizza, LLC presented Katrina Sorce at the Hearing to testify regarding the number of people regularly employed by Gino's the King of Pizza, LLC. While Appellant suggests that Katrina Sorce has never worked in Gino's the King of Pizza, LLC, the record reflects otherwise. Additionally, while Appellant has asserted that the best person to testify about the jurisdictional issues would have been the president of the employer, an officer, an employee, a CPA, or an accountant, this is not so. Katrina Sorce is the wife of one of the members of the LLC, Francesco Sorce, and helps out in the restaurant on a voluntary and unpaid basis. {Transcript of Hearing Before Single Commissioner; R. p. 141, lines 16-25}. She also works on a voluntary and unpaid basis as a bookkeeper performing payroll and other activities for Gino's the King of Pizza, LLC. {Katrina Sorce Dep.; R. p. 28, lines 22-25, R. p. 52, lines 6-16, R. p. 57, line 22}. By performing activities related to the payroll, bookkeeping, shopping and activities in the restaurant itself, Mrs. Sorce has personal knowledge related to the employment relationship Gino's the King of Pizza, LLC has with each of its workers and testified accordingly. She is fully knowledgeable of all information related to the work relationships between Gino's the King of Pizza, LLC and all people alleged by the claimant to have been employees. {Transcript of Hearing Before Single Commissioner; R. p. 132, lines 11-23}. No objections were asserted at the Hearing about the ability of Mrs. Sorce to testify on the necessary topic areas and Appellant cannot now object to her testimony. While Katrina Sorce testified as to her personal

knowledge, Appellant's testimony was inconsistent and ultimately speculation and hearsay. {Commissioner Taylor's Order; R. p. 13, ¶ 9}.

Additionally, Appellant has asserted that Ms. Sorce's testimony is not credible due to alleged issues with payment of, among other things, employment taxes. However, as explained above, these issues were addressed and discarded by Commissioner Taylor. In addition, at the inception of the hearing, Commissioner Taylor held that the sole issue and purpose of the hearing was to determine the issue of jurisdiction, i.e. whether Gino's the King of Pizza, LLC was subject to the act by way of having four or more regularly employed employees as required under the Act. {Transcript of Hearing Before Single Commissioner; R. p. 90, lines 15-23}. Due to the limited nature of the hearing, Mrs. Sorce did not provide testimony clarifying Gino's the King of Pizza, LLC's position on those issues. For the same reasons discussed by Commissioner Taylor and the Appellate Panel of the Full Commission, this Court should disregard Appellant's arguments on those topic areas. {Transcript of Hearing Before Single Commissioner; R. p. 149, lines 1-15, R. p. 150, line 1-p. 151, line 8}.

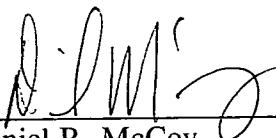
At the conclusion, Commissioner Taylor found that the only credible testimony on issues relevant to the jurisdictional question was provided by Katrina Sorce on behalf of Gino's the King of Pizza, LLC, {Commissioner Taylor's Order; R. p. 13, ¶ 12}. Because Commissioner Taylor personally witnessed all parties providing testimony and had a chance to consider each party's mannerisms, inflection, and tone, this Court should give deference to Commissioner Taylor's findings regarding witness credibility.

Conclusion

For the reasons presented above, Gino's the King of Pizza, LLC asserts that Commissioner Taylor and the Appellate Panel of the Workers' Compensation Commission were correct in holding that Gino's the King of Pizza, LLC was not subject to the Act and in denying the claimant's request for benefits. Gino's the King of Pizza, LLC submitted sufficient evidence at the hearing to meet its burden and find that it did not regularly employ four (4) or more people at all times relevant to this action. It was Appellant who failed to meet his burden. Gino's the King of Pizza, LLC, therefore, respectfully requests that this Honorable Court affirm the Order of the Appellate Panel.

Respectfully Submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:  _____

Daniel R. McCoy
SC Bar No. 80128
E-Mail: dan.mccoy@nelsonmullins.com
3751 Robert M. Grissom Parkway / Suite 300
Post Office Box 3939 (29578-3939)
Myrtle Beach, SC 29577-3165
(843) 448-3500
*Attorney for Respondent Gino's the King of Pizza,
LLC*

Myrtle Beach, South Carolina

June 3, 2015

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

W.C.C. File No. 1308837

Appellate Case No. 2015-000191

Esvin Leonel Lopez Perez, Employee; Appellant,

v.

Gino's The King of Pizza, Employer, Respondent.

FINAL REPLY BRIEF OF APPELLANT

David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

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ARGUMENT

In his recitation of facts counsel for the Respondent again asserts that Respondent is “unrelated” to any other business entities, an erroneous assertion treated in Appellant’s initial brief. (Brief of Respondent p.4) The record clearly reflects that all three (soon to be four) Gino’s Pizzas in Horry County are closely related.

Similarly, in his recitation of facts Respondent’s counsel’s assertion that “as a small business, the restaurant basically required only two or three people to operate the location” (Id.) would seem incongruous with an eighty-four hour per week schedule and sales of pizzas of one thousand dollars per day (net of the illegal alien payroll, which was cash deducted from the deposits). Indeed the bulk of Respondent’s recitations of fact are sharply disputed.

While on page 8 of his brief Respondent asserts that it “provided credible witnesses” the record reflects a lone, single witness, not more. Further, this witness displayed a remarkable lack of knowledge of the issue at hand. As the person in charge of payroll she would be directly responsible for the host of statutory violations in Respondent’s employment practices.

Aside from records required under the Payment of Wages Act, Section 41-10-10, et seq. Code of Laws of South Carolina (1994), Respondent was required to maintain payroll records under the provisions of the Income Tax Withholding Act, Section 112-8-10, et seq., Code of Laws of South Carolina (1995). The Department of Revenue has promulgated regulations regarding recordkeeping requirements (Reg.117-200, et seq., Code of Regulations of South Carolina) which Respondent has also disregarded.

Similarly, the Respondent is required under federal law to maintain payroll records for four (4) years including dates and amounts of all wages paid. This is aside from the duty to match contributions to medicare and social security.

Respondent's statement that Appellant "has asserted that Gino's The King of Pizza, LLC owns and operates multiple locations" (Brief p. 8) misrepresents and mischaracterizes Appellant's position. Appellant contends that just as Respondent cannot evade liability under the Act by creating multiple sub-contractors it likewise cannot do so by creating multiple LLCs, all engaged in the identical business under the same name. Respondent's sole witness confirmed the relationship. Again, Respondent's characterization (and that of the hearing Commissioner) of the entities as "unrelated" is contradicted by the record, specifically by its sole witness.

Respondent objects to the mention of an employee, Hipolito Rivera, working at two locations of Gino's (Brief p.12). Respondent's sole witness established that he worked two days per week at the North Myrtle Beach location and otherwise at the Forestbrook location. (R. p. 85).

Respondent argues that Appellant failed to present evidence as to how many days various others worked in the restaurant and criticizes Appellant's attempt to "guess" (Brief p. 17) when the statutorily mandated records had been subpoenaed from Respondent, which failed or refused to produce them. When a party loses or destroys evidence, an inference may be drawn that the destroyed or lost evidence would have been adverse to that party. Kershaw County Bd. of Ed. v. U.S. Gypsum Co., 302 S.C. 390, 395, 396 S.E. 2nd 369, 372 (1990).

Respondent asserts (Brief p. 17) that its sole witness "assisted in the restaurant" when she in fact testified to precisely the opposite on direct examination:

"Q.: ... What is your work relationship with Gino's Pizza?

A.: I just help out in the store. Like, not in the store, but with some things for the store." (R. p. 141, lines 18-21).

Nothing in the record suggests that she ever worked even one day in the restaurant prior to the explosion. Since there are no payroll records for most of the employees and she was

not physically present it is left to speculation as to how she might even know the substance of much of her testimony.

Respondent's contention that "South Carolina case law does not look to the amount of wages paid... or whether an employer keeps proper wage records in determining whether an employer ...[is] subject under the Act" (Sic.) (Brief p.20) is quite remarkable. Regardless of the state of the common law the statutory scheme is clear. The effect of Respondent's manifold statutory violations is covered in Appellant's initial brief.

Respondent on pages 20 and 21 again asserts its sole witness worked "in" the restaurant, contradicted by her own testimony, supra.

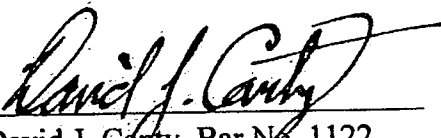
Respondent misapprehends the significance of Appellant's enumerating the array of illegal acts by Respondent. By 1.) evading payment of payroll taxes, social security, medicare; 2.) refusing to comply with multiple aspects of the Payment of Wages Act; and 3.) knowingly continuing to employ undocumented aliens Respondent has made clear its disregard of and disrespect for the law. Further, the person responsible (apparently) for these unlawful omissions is none other than Respondent's sole witness, upon whose credibility it now urges this Court to rely. Respondent's argument that "... these issues were addressed and discarded by Commissioner Taylor" (Brief p. 21) seems less than legally compelling.

CONCLUSION

Respondent fails to substantively address the glaring misconduct it has perpetrated. Its sole witness' credibility must be weighed in light of the fact that she never worked a day in the restaurant and unlawfully failed to maintain or produce the records which would have decided the issue. The court must find jurisdiction under the Act and remand for appropriate proceedings.

May 1, 2015

Respectfully submitted,



David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(D)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Esvin Leonel Lopez Perez, Employee, Appellant,

v.

Gino's The King of Pizza, Employer, Respondent.

Appellate Case No. 2015-000191

Appeal From The Workers' Compensation Commission

Unpublished Opinion No. 2016-UP-084
Heard February 1, 2016 – Filed February 24, 2016

AFFIRMED

David James Canty, of David J. Canty, P.A., of Myrtle
Beach, for Appellant.

Daniel Ray McCoy and Robert Curt Calamari, of Nelson
Mullins Riley & Scarborough, LLP, of Myrtle Beach, for
Respondent Gino's the King of Pizza.

Clarke W. McCants, III, of Nance, McCants & Massey of
Aiken, for Respondent South Carolina Uninsured
Employers Fund.

PER CURIAM: In this Workers' Compensation Commission (Commission) case, Esvin Leonel Lopez Perez appeals, arguing the Appellate Panel of the Commission (Appellate Panel) erred in affirming the Commission's decision finding Gino's the King of Pizza (Gino's) was not subject to the Workers' Compensation Act (the Act) because Gino's did not regularly employ four or more persons. We affirm pursuant to Rule 220(b), SCACR, and the following authorities: *Hernandez-Zuniga v. Tickle*, 374 S.C. 235, 244, 647 S.E.2d 691, 695 (Ct. App. 2007) (stating the determination of whether an employer regularly employs the requisite number of employees to be subject to the Act is jurisdictional); *id.* ("The question of subject matter jurisdiction is a question of law."); *id.* ("On appeal from the Workers' Compensation Commission, this court may reverse where the decision is affected by an error of law."); *id.* (providing this court reviews the entire record and decides "whether the preponderance of evidence supports inclusion under the Act"); *id.* at 244, 647 S.E.2d at 696 (stating the appellant bears the burden of showing the decision is against the preponderance of evidence); S.C. Code Ann. § 42-1-360(2) (2015) (providing the Act does not apply to "any person who has regularly employed in service less than four employees in the same business within the State or who had a total annual payroll during the previous calendar year of less than three thousand dollars regardless of the number of persons employed during that period"); S.C. Code Ann. § 42-1-360(1) (2015) (providing the Act does not apply to casual employees); *Hernandez-Zuniga*, 374 S.C. at 257, 647 S.E.2d at 702 (defining "regularly employed" as "employment of the same number of persons with some constancy throughout a relevant time period"); *id.* at 248, 647 S.E.2d at 697-98 ("Where employment cannot be characterized as permanent or periodically regular, but occurs by chance, or with the intention and understanding on the part of both employer and employee that it shall not be continuous, it is casual."); *id.* at 257, 647 S.E.2d at 702 (stating that in determining the relevant time period, the Commission should consider "(1) the employer's established mode of operation; (2) whether the employer generally employs the jurisdictional number at any time during his operation[;] and (3) the period during which employment is definite and recurrent rather than occasional, sporadic, or indefinite").

AFFIRMED.

FEW, C.J., and SHORT and THOMAS, JJ., concur.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION COMMISSION

W.C.C. File No. 1308837

Appellate Case No. 2015-000191

Esvin Leonel Lopez Perez, Employee, Appellant,

v.

Gino's The King of Pizza, Employer, Respondent.

PETITION FOR REHEARING

David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com

Argument

The Petitioner respectfully submits that this Honorable Court should allow the Petitioner to be re-heard on the significant policy impact of affirming the decision below. Allowing the decision to stand has the undesirable effect of providing an incentive to employers to utilize the services of undocumented foreigners rather than U.S. citizens or lawful permanent residents.

Further, the affirmation sends a message that the host of employment laws violated by the Employer herein may be disregarded with impunity. This provides yet another incentive to hire the undocumented as there is no effective, enforced requirement that Employers match the Social Security and Medicare contributions normally withheld from pay.

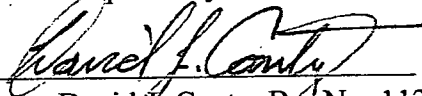
The Halyburton v. Kershaw, 3 DeSauss. Eq. 105 (1810) and Blake's Ex'rs v. Lowe, 3 DeSauss. Eq. 263 (1811) cases make plain that the failure to maintain required records should create an inference that those records would be adverse to the person or entity charged with the duty of maintaining those required records and provides yet another incentive not only to employ the undocumented but also to disregard the laws requiring tax withholding.

Conclusion

The affirmation sends a powerful message the import of which may or may not have been fully apprehended by this Honorable Court. The Court should not reward the Employer for its misconduct.

March 8, 2016

Respectfully submitted,



David J. Canty, Bar No. 1122
4612 Oleander Drive
Myrtle Beach, S.C. 29577
Office (843) 449-6304
Fax (843) 449-4249
mbcounsel@frontier.com
Attorney for Appellant

The South Carolina Court of Appeals

Esvin Leonel Lopez Perez, Employee, Appellant,

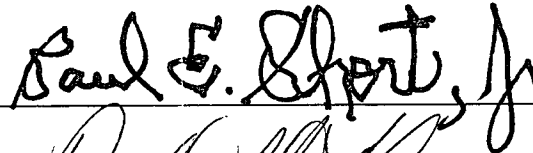
v.

Gino's The King of Pizza, Employer, Respondent.

Appellate Case No. 2015-000191

ORDER

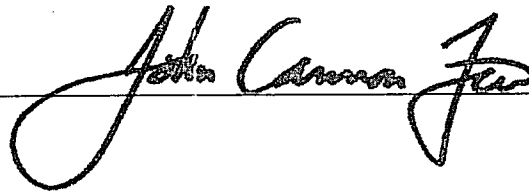
After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.



J.



J.



A.J.

Columbia, South Carolina

cc:

David James Canty, Esquire
Daniel Ray McCoy, Esquire
Robert Curt Calamari, Esquire
Clarke W. McCants, III, Esquire
Amy Bracy

FILED

August 24, 2016