

APPELLATE PANEL
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1504993

RECEIVED

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SC Court of Appeals

Horace L. Adell, Jr.,)
)
Employee/Claimant/Respondent,)
)
v.)
)
Clean Streak, Inc.,)
)
Employer,)
)
and)
)
Builders Mutual Insurance Company,)
)
Carrier,)
)
Defendant(s)/Appellants.)
_____)

**AFFIRMED as to
Compensability,
REVERSED as to
Admissability of
Dr. Clay Siegel's
Statement**

Appellate Panel Review held in Columbia, South Carolina, on August 16, 2016, per notices timely and properly served upon all parties of interest.

Appellate Panel Decision and Order filed on: December 16, 2016

APPEARANCES:

Claimant/Respondent represented by
Daniel E. Peagler, Esquire

Defendant Clean Streak, Inc. represented by
Mikell Wyman, Esquire

Defendant Builders Mutual Insurance Company
represented by
Richard C. Detwiler, Esquire

STATEMENT OF THE CASE

The parties were heard by Commissioner T. Scott Beck on February 17, 2016, in Columbia, South Carolina. As a result of the Hearing, the single Commissioner issued an Order dated May 18, 2016, from which the Defendant Builders Mutual Insurance Company, as Appellant, sought review pursuant to S.C. Code Ann. § 42-17-50 (as amended). Within the statutory period, counsel for the Defendant Builders Mutual Insurance Company filed an Application for Review in the case setting forth assignments of error, copies of which were furnished to all interested parties prior to oral argument presented before the Appellant Panel on August 26, 2016, as set forth below:

1. Did the Hearing Commissioner err in finding that, “I find the testimony of the Claimant to be credible? While discrepancies exist as to the mechanism of injury, said discrepancies do not detract from the claimant’s honesty” (Finding of Fact No. 2), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.
2. Did the Hearing Commissioner err in finding that, “The Claimant, Horace L. Adell, Jr., did sustain bodily injury on March 24, 2015, to his neck while employed by Clean Streak, Inc. and such injury arose out of and in the course and scope of his employment” (Finding of Fact No. 3), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.
3. Did the Hearing Commissioner err in finding that, “The treatment required by the Claimant at the Waccamaw Community Hospital and Horry County Fire and Rescue (EMS) transportation were necessary emergent care” (Finding of Fact No. 4), the error being that these

and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

4. Did the Hearing Commissioner err in finding that, “The Carrier refused to provide medical treatment to the Claimant after the care provided by Waccamaw Community Hospital on March 25, 2015, as they were aware of the claim, did not make any attempts to instruct the Claimant where to go for authorized medical treatment, and denied medical treatment to the claimant, said denial continuing to the date of the hearing” (Finding of Fact No. 5), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

5. Did the Hearing Commissioner err in finding that, “Claimant is entitled to causally related medical care from March 25, 2015, to the present and continuing” (Finding of Fact No. 6), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

6. Did the Hearing Commissioner err in finding that, “The average weekly wage is \$1,500.00, and the weekly compensation rate is \$766.05” (Finding of Fact No. 7), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

7. Did the Hearing Commissioner err in finding that, “The injury required medical care for the period from March 25, 2016, and continues; the Claimant has not reached maximum medical healing as of this date, and further medical care is necessary, as it will tend to lessen the period of disability” (Finding of Fact No. 8), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error

of law.

8. Did the Hearing Commissioner err in finding that, “The Claimant has not reached maximum medical improvement, as additional medical care is necessary in order to lessen the period of disability” (Finding of Fact No. 9), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

9. Did the Hearing Commissioner err in finding that, “The Claimant is entitled to temporary total disability benefits from March 25, 2015 to the present and continuing until agreement of the parties or by order of the Commission” (Finding of Fact No. 10), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

10. Did the Hearing Commissioner err in finding that, “Under §42-1-160, the claimant did sustain injury by accident, said accident arising out of an in the course of his employment” (Conclusions of Law No. 1), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

11. Did the Hearing Commissioner err in finding that, “Under §42-9-10 and §42-1-120, the Claimant is entitled to continuing compensation for temporary total disability” (Conclusion of Law No. 2), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

12. Did the Hearing Commissioner err in finding that, “Under §42-15-60, the Claimant is entitled to medical care, as it will tend to lessen the period of disability” (Conclusions of Law No. 3), the error being that these and the related findings and conclusions are not supported by a

preponderance of the evidence and are controlled by an error of law.

13. Did the Hearing Commissioner err in finding that, Under §42-1-130, the Claimant was the employee of the Defendant Clean Streak, Inc. at the time of the accident” (Conclusions of Law No. 4), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

14. Did the Hearing Commissioner err in finding that, “The Defendants shall pay temporary total disability benefits in the amount of \$766.05 per week from March 25, 2015 to the present and continuing until further Order of this Commission or agreement of the parties” (Order and Award No. 1), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

15. Did the Hearing Commissioner err in finding that, “The Defendants shall pay for charges for the Claimant’s causally related medical care from the date of the injury and continuing until further Order of this Commission” (Order and Award No. 2), the error being that these and the related findings and conclusions are not supported by a preponderance of the evidence and are controlled by an error of law.

All testimony and documentary evidence has been taken and delivered to the individual members of the Appellate Panel for their study and consideration. In addition, the parties have briefed and orally argued their positions before the Panel.

STATEMENT OF CLAIMANTS APPEAL

The parties were heard by Commissioner T. Scott Beck on February 17, 2016, in Columbia, South Carolina. As a result of the Hearing, the single Commissioner issued an Order

dated May 18, 2016, from which the Claimant Horace Adell, as Appellant, sought review pursuant to S.C. Code Ann. § 42-17-50 (as amended). Within the statutory period, counsel for the Claimant Horace Adell filed an Application for Review in the case setting forth assignments of error, copies of which were furnished to all interested parties prior to oral argument presented before the Appellant Panel on August 26, 2016, as set forth below:

1. Did the Single Commissioner erred as a matter of law and/or fact in sustaining Counsel for Defendant Builders Mutual Insurance Company's objection to Claimant's APA Submission page 178, Statement of Chiropractor Dr. Clay Siegel of Siegel Chiropractic, Inc., finding Chiropractors do not qualify as medical providers under the Administrative Procedures Act

All testimony and documentary evidence has been taken and delivered to the individual members of the Appellate Panel for their study and consideration. In addition, the parties have briefed and orally argued their positions before the Panel.

In an Appellate Panel review under S.C. Code Ann. § 42-17-50, the Commission's Appellate Panel shall review the award, weigh the evidence presented at the initial hearing, and, if good ground be shown therefore, make its own findings and conclusions consistent with or inconsistent with those of the Hearing Commissioner.

EVIDENCE OF THE CASE

On March 25, 2015, the Claimant, Horace L. Adell, Jr., sustained compensable injuries to his neck while performing his job duties for Defendant Clean Streak, Inc. This is a denied claim. The issues before this Commissioner were for medical care and the Claimant's entitlement to temporary total disability benefits.

On November 3, 2015, the Claimant filed a Form 50, Request for a Hearing, seeking: (1) medical examination and treatment for his neck and (2) temporary total disability benefits.

A Hearing was held before the undersigned on February 17, 2016, in Aynor, South Carolina. At that time, this Commissioner received testimony from Daniel Woron, William "Trey" Trembley III, Matthew Maziarz, and the Claimant Horace Adell. The Defendants offered no witnesses.

The first witness to testify was Daniel Woron, the Claimant's brother-in-law. Mr. Woron testified he attended a family gathering 2 days before the Claimant's date of accident. (Transcript of Hearing ((Hereinafter "T")) p.8, ll. 10-13). Mr. Woron authenticated the photos of the Claimant submitted which showed him holding children, smiling, etc. (T. at p.8 ll. 1525, p.9 ll. 1-8, Claimant's APA #9).

Mr. Woron further testified the Claimant did not appear to be in any type of medical distress at the family gathering (T. at p.9, 11.9-1 1) and the Claimant did not have any issues picking up children (T. at p.9 ll. 12-14) or any issues doing any other lifting or any other activity that day. (T. at p.9, ll. 15-18). Mr. Woron also testified he did not see any instances that would have caused any concern over the Claimant's medical condition at the family gathering. (T. at p. 10, 1.5-8).

The next witness called on behalf of the Claimant was William Trembley, III (Trey). Mr. Trembley testified his occupation is the sales and marketing director for Building Industry Synergy Magazine which covers Myrtle Beach, Horry, and Georgetown Counties. (T. at p. 13 11.24-25, p. 14 ll. 1-5). Mr. Trembley stated he first met Horace and his wife during a home show in February 2015 at the Myrtle Beach Convention Center. (T. at p. 14, 11.6-12).

Mr. Trembley further testified he had an ongoing business relationship with the Adells (Claimant Horace Adell and his wife, Susan) (T. at p. 15, 11.4-1 1) and met them in their office on February 25th, 2015 at Cedar Run Trail in Myrtle Beach, South Carolina (T. at p. 15, ll. 13, p. 16 ll 16-19) on . Mr. Trembley also stated there was "no doubt" the office seemed to be set up as an ongoing business office. (T at p. 15, 11.24-25, p. 16)When asked whether the Claimant appeared to be in any type of medical distress when they met at the Claimant's office, Mr. Trembley testified "Absolutely not. Just quite contrary. I was very impressed by his physical stature and how he carried himself and the fact he would get in there and do the jobs himself." (T. at p. 17, 11.9-14).

Matthew Maziarz was the next witness called on behalf of the Claimant. Mr. Maziarz testified he was working with the Claimant on or around March 25th, 2015, doing tile work on the Clean Streak office bathroom and helping the Claimant unload a trailer of equipment the Claimant brought from Asheville. (T at p.25, ll. 13). Mr. Maziarz further testified he finished the tile work, and then sometime in the afternoon he and the Claimant started unloading the trailer of supplies (T. at p.25, 11.23-25), including five-gallon buckets of wax, equipment, sand, and cleaning stuff for the business. (T. at p.26, ll. 1-6).

Maziarz further testified the Claimant seemed good, energetic, and definitely not hurt that morning, and he did not notice any type of guarded movement or anything that would indicate any kind of medical distress. (T. at 26, ll. 13-20). Mr. Maziarz also stated he had never heard Horace (Claimant) complain of any kind of neck problems before that day he was injured. (T. at p.28, 11. 1 1-14).

Maziarz then testified the Claimant had two five-gallon buckets, one in each arm. "And I remember he was carrying them out and when he went to set them down he obviously showed some discomfort and some pain and grabbed at his neck. And then, of course, you know, he said we need to take a break and we - - you know, that's pretty much it for the rest of the day. He ended up going in and putting a pack on his neck and, you know, pretty much taking it easy for the rest of the day after that." (T. at p.26 11.2225, p.27 ll. 1-6).

Mr. Maziarz further testified that later that night he heard something and discovered it was the Claimant, laying in the floor at the bottom of the stairs screaming and needing to go to the hospital. (T. at p.28, 11.2-6). Mr. Maziarz called 91 1, and the Claimant was picked up by an ambulance. (T. at p.28, 11.7- 10). After waiting several hours while the Claimant was treated at the hospital, Mr. Maziarz and the Claimant went back to Asheville. (T. at 29, 11.2-1 8).

On cross-examination, Mr. Maziarz testified that at the time of the Claimant's accident he was a sub-contractor (T. at p. 30, ll. 14-25, p. 3 1, ll. 1-3) and at the time of the hearing he no longer was doing work for Clean Streak, as he is a manager with Bojangles, working full-time. (T. at .31, 11. 19-21).

Mr. Maziarz further testified on cross-examination that he actually saw the Claimant lift up two five-gallon buckets and that is when he said he hurt himself. (T. at p.32, ll. 1-7). Mr. Maziarz also testified that he was not aware of any other neck or back problems the Claimant had before March 25th. (T. at p.32, ll. 14-17).

On re-direct examination, Mr. Maziarz testified the buckets of wax weighed about 40 pounds each, and the bags of dirt or sand are "usually 80 pounds, or somewhere in there." (T. at p.36, 11.20-25, p.37, 11. 1-3).

The Claimant was the last witness to testify at the hearing. The Claimant testified at the time of the Hearing he was Fifty-four years old and was born on November 7, 1961. The Claimant testified he is married, and his wife's name is Susan Adell and they have a daughter named Brittany. (T at p.40, 11.9-24).

The Claimant further testified he graduated from High School and then went into the military, where he served for five years in the 82nd Airborne, Green Beret, after which he was given an honorable discharge. (T. at p.42, 11.3- 1 1).

The Claimant testified he began cleaning buildings during his off-time from fulltime jobs which evolved into Clean Streak. (T. at 43, ll. 15-25). The Claimant stated he has been running Clean Streak for some time, and has experienced growth for the company in the last 15 years (T. at p.44 ll. 1-14), with 32 employees at the time of the hearing (T. at p.44, 1.25, p.45, l. 1), plus three employees in South Carolina (T. at 45 11.39).

The Claimant then testified he and his wife decided to purchase a home in the Myrtle Beach area, and to put the office in the home as he started in Asheville. (T. at p.46, 11.2-6). The Claimant found a foreclosure to purchase which had garage and office space, and this was designated as the work location also. (T. at 47, 11.7-24). The office was set up with a P.O. Box for the business mail, with a designated phone line for the business, and a storage facility for the business, and business only. (T. at 47, 11.8-23)

The Claimant testified the morning on or around March 24, 2015 he was meeting with a vendor for paper products, then a salesman. The Claimant further testified that before that day, he had never been diagnosed with any kind of disc problem in his neck (T. at p.49, 11.20-23),

nor had the Claimant ever seen a specialist for his neck before the work accident of March 25, 2015. (T. at p. 51, ll. 15-18).

The Claimant testified he "got hurt" when he was taking stuff off the trailer and putting it in the garage where he kept the materials for the business, including sand used to clean floors, paper products, and five-gallon buckets of wax. (T at p 52, ll. 1-25, p. 53, ll. 1-18). The Claimant further testified he was moving wax when he was injured, saying "I went to go on the back of the trailer, I picked up two five-gallon buckets like I've always done, just picked it up and I turned around with it and all the sudden it felt like - you know when you straighten your arm out and your arm pop, well, just ten times that and then it immediately started burning. So I said "Ouch." (T. at p.53, ll.23-25, p.54, The Claimant further testified he felt the pop in the middle of the neck back here and the burn in the same place. (T. at p.54, ll. 5-10). Then the Claimant put ice, then heat on his neck and laid down and went to sleep. (T. at p.54, ll. 15-24). The Claimant then woke up screaming, hollering, and could hardly breathe. The Claimant called his wife, then pulled himself to the stairwell, calling for Matt, telling him to call 911. (T. at 55, ll. 1-16).

The Claimant then testified the ambulance came and he told them his neck hurt all the time, he didn't know what else to say. (T. at p.56, ll.8-12). The Claimant then stated he had never experienced that type of pain before. (T. at p.56, ll. 17-19). The Claimant then said he was eventually referred to Dr. Rhoton who performed surgery on the Claimant's neck. (T. at 57 ll. 1-2, 22-25).

The Claimant further testified Dr. Rhoton has been his main treating doctor, and that the treatment received from physical therapy has improved his condition, Claimant also feels he needs further treatment, and that he has not been released from his care. (T. at p. 58 ll 20-25, p.

59 II 1-6 The Claimant then testified no doctor has said he is at maximum medical improvement, and he hopes to accomplish through additional medical care to go back to work (T at p. 59, 11.7-21).

The Claimant made a salary of \$1,500.00 per week from Clean Streak, Inc. (T. at p. 5 1, II. 19-21). The Claimant was taken out of work right after this accident, and has not returned to work (as of the time of the hearing) since March 25, 2015. (T. at 58, 11.516).

After careful review of the record in this case, and not considering the statement of Dr. Clay Siegel the Commission, by unanimous vote, has determined that all of the Hearing Commissioner's Findings of Fact and Rulings of Law are correct as stated with the exception of the Single Commissioner's decision to exclude the statement of Dr. Clay Siegel. The Hearing Commissioner's Order is affirmed in regard to the compensability of the work accident, with exception to his exclusion of Dr. Siegel's statement, of which his determination that the statement was not admissible is reversed, and the Commissioner's Findings of Fact and Rulings of Law, as adopted below, are hereby the law of this case. The Commission decided the affirmation of the compensability without considering the statement of Dr. Siegel as part of the record. By reversing the exclusion of Dr. Siegel's statement, it should be considered as part of the record in any further appeals of this case.

The following findings of fact and conclusions of law were included in the Single Commissioner's Order of May 18, 2016:

FINDINGS OF FACT

1. The parties to the proceedings are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended to date, with Clean

Streak, Inc. as the Employer, and Builders Mutual Insurance Company as the insurance carrier; and the Claimant as the employee of the employer on March 25, 2015.

2. I find the testimony of the Claimant to be credible. While discrepancies exist as to the mechanism of injury, said discrepancies do not detract from the Claimant's honesty.

3. The Claimant, Horace L. Adell, Jr., did sustain bodily injury on March 24, 2015, to his neck while employed by Clean Streak, Inc. and such injury arose out of and in the course and scope of his employment.

4. The treatment required by the Claimant at the Waccamaw Community Hospital and Horry County Fire and Rescue (EMS) transportation were necessary emergent care.

5. The Carrier refused to provide medical treatment to the Claimant after the care provided by Waccamaw Community Hospital on March 25, 2015, as they were aware of the claim, did not make any attempts to instruct the Claimant where to go for authorized medical treatment, and denied medical treatment to the Claimant, said denial continuing to the date of the hearing.

6. Claimant is entitled to causally related medical care from March 25, 2015, to the present and continuing.

7. The average weekly wage is \$1,500.00, and the weekly compensation rate is \$766.05.

8. The injury required medical care for the period from March 25, 2016, and continues; the Claimant has not reached maximum medical healing as of this date; and further medical care is necessary, as it will tend to lessen the period of disability.

9. The Claimant has not reached maximum medical improvement, as additional

medical care is necessary in order to lessen the period of disability.

10. The Claimant is entitled to temporary total disability benefits from March 25, 2015 to the present and continuing until agreement of the parties or by order of the Commission.

CONCLUSIONS OF LAW

Accordingly, as provided in S.C. Code of Laws, (1976, as amended), §42-17-40, it is the determination of this Commission:

1. Under §42-1-160, the Claimant did sustain injury by accident, said accident arising out of and in the course of his employment.

2. Under §42-9-10 and §42-1-120, the Claimant is entitled to continuing compensation for temporary total disability.

3. Under §42-15-60, the Claimant is entitled to medical care, as it will tend to lessen the period of disability.

4. Under §42-1-130, the Claimant was the employee of the Defendant Clean Streak, Inc. at the time of the accident.

After review of the Appellant and Respondents briefs on each of the party's respective appeals, and after review of oral arguments, the Appellant panel of the Workers' Compensation Commission Affirms the Order of the Single Commissioner in regard to the Claimant's entitlement to benefits and as a compensable claim, and reverses the Single Commissioner's ruling in regard to the admissibility of the proffered statement of Dr. Clay Siegel, and adopts the below Findings of Fact and Conclusions of Law in making this decision:

FINDINGS OF FACT Affirmed by the APPELLANT PANEL

1. The parties to the proceedings are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended to date, with Clean Streak, Inc. as the Employer, and Builders Mutual Insurance Company as the insurance carrier; and the Claimant as the employee of the employer on March 25, 2015.

2. We find the testimony of the Claimant to be credible. While discrepancies exist as to the mechanism of injury, said discrepancies do not detract from the Claimant's honesty.

3. The Claimant, Horace L. Adell, Jr., did sustain bodily injury on March 24, 2015, to his neck while employed by Clean Streak, Inc. and such injury arose out of and in the course and scope of his employment.

4. The treatment required by the Claimant at the Waccamaw Community Hospital and Horry County Fire and Rescue (EMS) transportation were necessary emergent care.

5. The Carrier refused to provide medical treatment to the Claimant after the care provided by Waccamaw Community Hospital on March 25, 2015, as they were aware of the claim, did not make any attempts to instruct the Claimant where to go for authorized medical treatment, and denied medical treatment to the Claimant, said denial continuing to the date of the hearing.

6. Claimant is entitled to causally related medical care from March 25, 2015, to the present and continuing.

7. The average weekly wage is \$1,500.00, and the weekly compensation rate is \$766.05.

8. The injury required medical care for the period from March 25, 2016, and

continues; the Claimant has not reached maximum medical healing as of this date; and further medical care is necessary, as it will tend to lessen the period of disability.

9. The Claimant has not reached maximum medical improvement, as additional medical care is necessary in order to lessen the period of disability.

10. The Claimant is entitled to temporary total disability benefits from March 25, 2015 to the present and continuing until agreement of the parties or by order of the Commission.

ADDITIONAL FINDINGS OF FACT of The APPELLANT PANEL

11. The medical treatment provided by Dr. Eric L. Rhoton M.D. was causally related to the compensable work accident, and was of an emergent nature.

12. The award is affirmed in full prior to the review of the excluded statement of Dr. Clay Siegel.

13. The Commission determines the statement of Dr. Clay Siegel should have been admitted into evidence, and the statement of Dr. Siegel should be considered part of the record.

14. After inclusion and review of the statement, the award remains affirmed.

CONCLUSIONS OF LAW Affirmed by the APPELLANT PANEL

Accordingly, as provided in S.C. Code of Laws, (1976, as amended), §42-17-40, it is the determination of this Commission:

1. Under §42-1-160, the Claimant did sustain injury by accident, said accident arising out of and in the course of his employment.

2. Under §42-9-10 and §42-1-120, the Claimant is entitled to continuing compensation for temporary total disability.

3. Under §42-15-60, the Claimant is entitled to medical care, as it will tend to lessen the period of disability.

4. Under §42-1-130, the Claimant was the employee of the Defendant Clean Streak, Inc. at the time of the accident.

ADDITIONAL CONCLUSION OF LAW of The APPELLANT PANEL

5. Dr. Clay Siegel's statement is admissible under the Administrative Procedures Act, S.C.Code Ann, 1-23-310, et seq., and Regulations 67-611 and 67-612

DECISION AND ORDER OF THE COMMISSION ON APPEAL

IT IS THEREFORE ORDERED that the Decision and Order of the Hearing Commissioner is hereby **Affirmed** by the Appellate Panel of the Commission as to the compensability of the claim and awarding benefits to the Claimant, and **Reversed** on the issue of the admissibility of the exclusion of the statement of Dr. Clay Siegel making the proffered statement of Dr. Siegel admitted to the record and included as part of the record.

THEREFORE, it is **Ordered** the Defendants shall make the following payments:

1. The Defendants shall pay temporary total disability benefits in the amount of \$766.05 per week from March 25, 2015 to the present and continuing until further Order of this Commission or agreement of the parties;

2. The Defendants shall pay for charges for the Claimant's causally related medical care from the date of the injury and continuing until further Order of this Commission.


AND IT IS SO ORDERED.

S.C. WORKERS' COMPENSATION COMMISSION

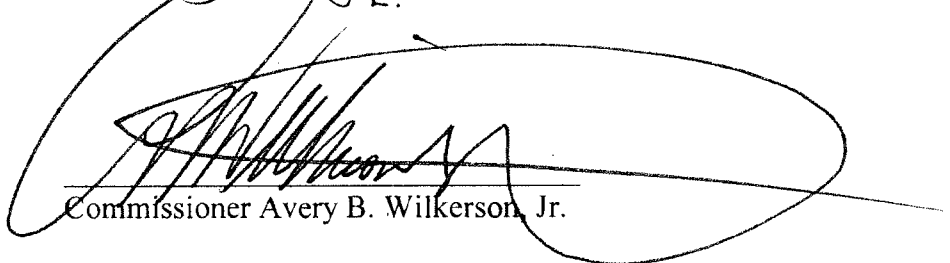


Commissioner Mike Campbell

I CONCUR:



Commissioner Melody S. James



Commissioner Avery B. Wilkerson, Jr.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

CERTIFICATE OF SERVICE

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

By Eugenia Hollmon on December 16, 2016