

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

William P. Keesley, Successor Circuit Court Judge

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

Appellate Case No. 2015-001821

APPEAL FROM THE WORKERS' COMPENSATION COMMISSION

W.C.C. Case No. 0506205

Alexander Guice, Employee, Appellant,

v.

US Foodservice, Inc., Employer, and
Ace American Insurance Company, c/o
Gallagher Bassett Services, Inc., Respondents.

SWORN AFFIDAVIT OF ALEXANDER GUICE

I, Alexander Guice, the Affiant, having been duly sworn, and under oath, submit the following statement:

1. My name is Alexander Guice.
2. My current address is 3717 West Wyoming Avenue Apartment 11 Tampa, Florida 33611.
3. I am over the age of eighteen.
4. I am the self-represented Appellant in the above-referenced matter of Alexander Guice v.

RECEIVED
FEB 21 2017
SC Court of Appeals

US Foodservice, Inc., et al, Appellate Case No. 2015-001821.

5. I am a United States Citizen.
6. I served on continuous active duty in the U.S. Army from November 1990 to October 1997.
7. My education consists of completion of the 10th grade and receipt of a General Equivalency Diploma, or G.E.D.
8. Upon involuntary honorable discharge from the U.S. Army for medical issues related to the adult-onset of Asthma, I moved to Loris, South Carolina in October 1997, where I became a Resident of South Carolina, and my address of record was 2996 Gaston Drive Loris, SC 29569.
9. On October 1, 2001, I was hired by US Foodservice, Inc., formerly PYA Monarch, Inc. ("US Foods"), located at 120 Longs Pond Road Lexington, SC 29072.
10. Prior to being hired by US Foods, I did not have any permanent lifting restrictions preventing me from lifting or performing any type of labor.
11. I was hired by US Foods to perform the duties of a delivery driver.
12. On May 27, 2004 while in the course and performance of my duties at US Foods' Conway, SC facility, I was injured, when the ceiling panel from US Foods' Company Trailer Number 812 collapsed, striking me in my back.
13. I also found a screw on the floor of the trailer. I took the screw and reported the incident to Carl J. Peavy, Transportation Supervisor for US Foods, on 05/27/2004 who directed me to write a statement regarding the incident.
14. After I wrote the statement regarding the 05/27/2004 incident, I informed Mr. Peavy, and Michael L. Sanders, US Foods Transportation Manager for the Conway Region, that I

would be fine and declined medical treatment at that time.

15. On the morning of 05/28/2004 when I woke up for work, I was experiencing extreme pain in my back and neck. I called in to US Foods and informed Mr. Sanders of the pain I was experiencing in my back, who directed me to a company-selected workers' compensation physician, namely, Jonathan L. Dieter, M.D ("Dr. Dieter"), for a medical examination.
16. I was diagnosed with a muscle strain, by Dr. Dieter on 05/28/2004.
17. I received prescribed medications of Lortab, Ibuprophen, and Flexeril for treatment of the muscle strain, and I was placed on light duty, to return to regular duty on 05/31/2004.
18. After returning to full duty, I continued experiencing pain in my back. I reported my back pain issues to Mr. Sanders, who directed me to a medical examination by Dr. Dieter on 06/07/2004.
19. I attended a medical examination on 06/07/2004, where after the examination, Dr. Dieter made a diagnosis of "Acute Muscle Strain L Rhomboid", relative to the work-related accident which occurred on 05/27/2004.
20. Dr. Dieter prescribed the medications of Viox 50grams and placed me on light duty effective 06/08/2004 to 06/10/2004 at the 06/07/2004 medical examination. Dr. Dieter informed and advised me that I may have reoccurring issues with my back; however, to just use over the counter Advil or Ibuprophen to address the potential "flare-ups".
21. I returned to full duty on 06/10/2004 and had minor to no issues relative to the work-related injury I sustained to my back on 05/27/2004.
22. On May 5, 2005 while in the course and performance of my duties at US Foods', and specifically, while driving Company Tractor No. 140 heading West on Interstate 26 in

Charleston SC, I was involved in a traffic accident.

23. I reported the May 5, 2005 traffic accident to US Foods on May 5, 2005.
24. I had extreme pain in my back; my right knee; my neck and my head as a result of the traffic accident.
25. I received medical treatment by US Foods-selected treating physicians relative to the injuries I sustained in the 05/05/2005 traffic accident from several different treatment facilities per the directives of US Foods.
26. On or around May 23, 2005 I retained the legal services of Robert G. Bacon, Esq. and Harry Pavilack & Associates, P.A. ("Attorney Bacon"), to represent me with respect to the injuries I sustained in the 05/05/2005 work-related accident / injury.
27. US Foods was very supportive regarding my 05/05/2005 work-related accident and injuries. I received phone calls at my home from Mr. Sanders; Mr. Peavy, and Rick A. Bennett, Vice President of Operations. I received home visits from several co-workers, including US Foods Conway Region Supervisor Jesse Bellamy.
28. I could not wait to get back to work, because I loved my job. The job of delivery driver with US Foods was labor-intensive, but it was challenging, and I enjoyed the challenge, in addition to the great benefits and pay US Foods provided their delivery drivers.
29. I always reported to work on time, and most times early, and every time the Company needed volunteers to work in new or different territories for the needs of the Company, I was the first to volunteer. In fact, on May 5, 2005 when I was involved in the traffic accident in Charleston, SC, I volunteered and gave up my easy school delivery route, in the Conway Region, which would have had me home before noon that day, when Mr. Sanders informed me that the US Foods, North Charleston branch, were short drivers and

- Mr. Sanders asked me to work out of the North Charleston branch.
30. I fully complied with all directives from all US Foods-selected treating physicians, and specifically, treating physician Alan Tamadon, M.D. (“Dr. Tamadon”).
 31. While US Foods was being supportive of my recovery from the 05/05/2005 work-related injury/accident, I was having problems with receiving timely payments of workers’ compensation benefits. I routinely called Mr. Bacon’s office to tell him that I was not receiving timely workers’ compensation payments; however, I rarely spoke to Mr. Bacon, and would leave messages to no avail, as Mr. Bacon never returned my calls.
 32. Dr. Tamadon prescribed me with the medications of Hydrocodone and Flexeril to provide relief for the pain I continued to experience in my back as a result of the injuries I sustained in the 05/05/2005 work-related accident. However, the side effects of the Hydrocodone and Flexeril often left me extremely drowsy, dizzy and lightheaded. I also often suffered from blurred vision as well due to the side effects of Hydrocodone and Flexeril.
 33. I told Dr. Tamadon about the side effects of the medications; however, Dr. Tamadon advised me that in his professional medical opinion, that the Hydrocodone and Flexeril were the appropriate medications I should be taking, to which I accepted his medical decision.
 34. Other than the work-related injuries sustained to my back on 05/27/2004 and 05/05/2005, I did not suffer any other injuries to my back or person subsequent being hired by US Foods on 10/01/2001. The only physicians and medical treatment I was receiving subsequent 05/05/2005 was US Foods-selected physicians respective to the 05/05/2005 work-related accident/injury.

35. On 10/27/2005, I met with Dr. Tamadon, who, after reviewing a Functional Capacity Evaluation Report that previously evaluated me and ability to return to the duties of a delivery driver with US Foods, Dr. Tamadon opined that I had reached Maximum Medical Improvement. Dr. Tamadon assigned a five percent impairment rating to my whole person; assigned me with permanent lifting restrictions, and specifically, no lifting greater than twenty-five pounds occasionally, and no lifting greater than ten pounds frequently. Dr. Tamadon also informed me and my employer, US Foods, that I could no longer perform the duties of delivery driver. Dr. Tamadon informed me that he would continue to provide me with prescription Hydrocodone and Flexeril as needed for my back pain and spasms.
36. On or around November 2, 2005 and after I reported for light duty at the US Foods Conway, SC site, Mr. Sanders asked me to come into his office, where Mr. Peavy was present. Mr. Sanders said, "You are being terminated". I asked, "Why?" Mr. Sanders said, "Because of your permanent lifting restrictions, and we have no position available for you".
37. I asked Mr. Sanders for a copy of the termination notice; however, Mr. Sanders stated that the termination notice would be mailed to me from their Lexington, SC office.
38. I was escorted off the premises of US Foods, by Mr. Peavy. I was never served with or received a copy of the termination notice directly from US Foods.
39. Immediately after I was fired by US Foods, I called my attorney, Mr. Bacon. I did not speak directly to Mr. Bacon; however, I left a message with his office that US Foods had fired me and that US Foods did not provide me with a copy of the termination notice.
40. After I was fired by US Foods, I stopped receiving temporary compensation payments

from Mac Risk Management, which I had received continuously since the 05/05/2005 accident.

41. I called Mr. Bacon and informed Mr. Bacon that I was not receiving any temporary compensation payments; however, again as was the case, I did not speak to Mr. Bacon, I left a message with his office, and Mr. Bacon did not return my call.
42. During this time, I was neither informed nor aware about the South Carolina Workers' Compensation Act nor the South Carolina Workers' Compensation Commission.
43. More than a month passed, after I was fired by US Foods, with no contact from Mr. Bacon or no receipt of workers' compensation benefit payments from US Foods or Mac Risk Management.
44. Because I did not know the laws regarding workers' compensation benefits or what US Foods was lawfully required to do, I thought I did not have a legal right to any workers' compensation benefits after US Foods fired me on 11/02/2005.
45. On December 13, 2005 I was involuntarily separated from my now estranged ex-wife, and I was homeless, sleeping in my personal un-owned vehicle, a 1999 Chevy Silverado, and with no money, because hours prior to forcing me out of the marital home, my now ex-wife went to the bank, and specifically, Carolina Trust Federal Credit Union, and closed our joint checking and savings account, which had around \$17,500.00, and removed the \$7,600.00 in cash within the marital residence, without my knowledge or consent.
46. On December 14, 2005, I called Mr. Bacon's office, and again I did not speak to Mr. Bacon. I left a message with his staff that I was homeless and sleeping in my truck and that I still had not received any compensation payments from US Foods. I was told that

Mr. Bacon would be contacting me.

47. On or around December 16, 2005 I received a call from Mr. Bacon. I told Mr. Bacon that I was upset with him because he had not returned any of my phone calls since I was fired by US Foods on 11/02/2005 or previous calls I made to his office regarding repeated issues of not receiving timely workers' compensation benefit payments. Mr. Bacon apologized and stated that he was very busy with other clients.
48. I told Mr. Bacon on 12/16/2005 that I did not think it was fair that I was fired from US Foods for permanent lifting restrictions and no position available when I did not do anything wrong or violate any Company policies, and the permanent lifting restrictions was a result of the injuries I sustained in the 05/05/2005 work-related accident.
49. I also told Mr. Bacon on 12/16/2005 that I had not received any payments from US Foods or from Mac Risk Management since I was fired from US Foods on 11/02/2005, and that I had not received a copy of the termination notice from US Foods. I also told Mr. Bacon that I was homeless and separated from my then wife.
50. Mr. Bacon told me on 12/16/2005 that he got all my telephonic messages, and specifically, my telephonic message from 12/14/2005 about being separated from my then wife and being homeless.
51. Mr. Bacon said he could refer me to a divorce attorney.
52. Mr. Bacon made no remarks during the 12/16/2005 telephonic conference regarding US Foods firing me. Mr. Bacon then briefly went over my 10/27/2005 medical report from Dr. Tamadon, over the phone, informing me that Dr. Tamadon had assigned a five percent impairment rating to my whole person, as well as Dr. Tamadon assigning permanent lifting restrictions. Mr. Bacon stated that the Employer was offering

\$20,000.00 to settle my workers' compensation claim, and Mr. Bacon advised me to accept the \$20,000.00 settlement offer, and reminded me that he was entitled to 33.3% of the \$20,000.00 for attorney's fees. I asked Mr. Bacon what would happen if I did not accept the \$20,000.00 settlement offer, and Mr. Bacon replied that if I did not accept the \$20,000.00 settlement offer that Mr. Bacon did not know when I could expect to receive another payment of any kind from US Foods or Mac Risk Management.

53. Because I was homeless; sleeping in my truck; with no money; apparently left with no options; experiencing continued extreme pain in my back radiating through my right arm and leg; experiencing side effects of drowsiness, dizziness, lightheadedness and blurred vision from the prescription Hydrocodone and Flexeril; and based on the advisement of Mr. Bacon, I informed Mr. Bacon during the telephonic conference on 12/16/2005 that I would accept the settlement offer of \$20,000.00 from US Foods. Mr. Bacon stated that he would contact the Employer and inform them that I accepted their offer and that when he received the agreement, he would contact me to come to his office to sign the agreement. I asked Mr. Bacon what was I supposed to do between now and receipt of the settlement amount, and Mr. Bacon said that he did not know, and that he would be in touch with me and Mr. Bacon ended the call while I was still talking.
54. I remained homeless and sleeping in my truck. I went to gas stations to charge my phone in case Mr. Bacon called. I called Mr. Bacon's office every day to see if Mr. Bacon had received the agreement from US Foods; however, I again only spoke with Mr. Bacon's staff, who would tell me that when Mr. Bacon received the agreement, he would contact me.
55. On the morning of December 22, 2005, and while still homeless and while still not

receiving any workers' compensation payments of any kind from US Foods or from Mac Risk Management, I received a call from Mr. Bacon. Mr. Bacon stated that he had the agreement and other documents that required my signature, and told me to come to his office, located at 603 North Kings Highway Myrtle Beach, SC 29578. I informed Mr. Bacon that I was on my way.

56. When I arrived at Mr. Bacon's office on 12/22/2005, the entire conference, including the three to five minutes I spent in their waiting area, lasted for about fifteen minutes in total. I was in need of personal hygiene. I was drowsy, dizzy, lightheaded and hungry, as I had not eaten anything since Tuesday December 20, 2005.
57. When Mr. Bacon brought me into his office, Mr. Bacon did not provide me with a copy of the settlement agreement or any of the other documents I eventually signed. Instead, Mr. Bacon held the agreement in his hand, and stated that the agreement basically states that by signing the agreement, I agree to accept the sum of \$20,000.00, of which, Mr. Bacon would receive \$6,666.66 as attorney fees, for the injuries I sustained in the 05/05/2005 work-related accident while I was working for US Foods. Mr. Bacon then provided me with the last page of the agreement, which had nothing on the page, but a place for my signature; a sentence which said "IN WITNESS WHEREOF , I have hereunto set my hand and seal at Myrtle Beach, this 22 day of December 2005"; and the term "IN THE PRESENCE OF" with lines for two apparent signatures, wherein the date was already written into the sentence. I signed the page above my printed name. Mr. Bacon then signed the same page, on the top line under the term "in the presence of", and then Mr. Bacon asked Lee-Anne Chartier, one of the office staff who I talked to over the phone on several occasions, to come into his office and sign the page, which she did.

58. During my brief conference with Mr. Bacon on 12/22/2005, Mr. Bacon made no reference or mention to the S.C. Workers' Compensation Act; any legal rights I had or was entitled to under the S.C. Workers' Compensation Act; or any mention to the S.C. Workers' Compensation Commission or that the agreement I signed was required to be approved by the S.C. Workers' Compensation Commission.
59. During my brief conference with Mr. Bacon on 12/22/2005, Mr. Bacon made no reference or mention to any protected constitutional rights I had, to due process or equal protection of laws, that I was entitled to as a U.S. Citizen under the South Carolina Constitution or the United States Constitution, or that I had a right to a hearing before the S.C. Workers' Compensation Commission regarding my workers' compensation benefits relative to the work-related accident which occurred on 05/05/2005.
60. During my brief conference with Mr. Bacon on 12/22/2005, Mr. Bacon made no reference or mention to any actions Mr. Bacon would be taking on my behalf regarding US Foods firing me on 11/02/2005.
61. During my brief conference with Mr. Bacon on 12/22/2005, and at no time prior to signing the agreement, did I ever waive any rights to a hearing before the S.C. Workers' Compensation Commission regarding my workers' compensation benefits, because I did not know I had a right to continued receipt of workers' compensation benefits in the first instance, and I did not know that the S.C. Workers' Compensation Commission even existed.
62. I never signed the agreement to serve as final payment for any entitlements to temporary total compensation/disability payments relative to the injuries I sustained in the 05/05/2005 work-related injuries I sustained per the 05/05/2005 accident while in the

performance of duties while employed with US Foods, secured under Section 42-9-260(B)(1) (Supp. 2005), of the South Carolina Workers' Compensation Act.

63. I never met or spoke with any legal representative of US Foods, Mac Risk Management, or any individual with the S.C. Workers' Compensation Commission regarding my workers' compensation benefits relative to the 05/05/2005 work-related accident or prior to signing the agreement on 12/22/2005.
64. I never appeared before the S.C. Workers' Compensation Commission for a hearing, conference or informal conference regarding the 05/05/2005 work-related accident which occurred in the course and performance of my duties while employed with US Foods.
65. Mr. Bacon then provided two (2) other documents for me to sign after I apparently signed the agreement, which were intentionally covered except for the area for me to sign, which I signed. Mr. Bacon did not provide an explanation as to what the documents were or why I was required to sign the documents, other than stating that I needed to sign the documents in addition to the agreement.
66. Prior to, and subsequent 12/22/2005, I do not recall signing another document regarding the 05/05/2005 work-related accident while I was represented by Mr. Bacon. After signing the agreement and the documents, Mr. Bacon stated that he would be in touch. I offered my hand to shake Mr. Bacon's hand; however, Mr. Bacon looked at my hand, and declined to shake my hand.
67. I never signed a workers' compensation commission document relative to the 05/05/2005 work-related injuries I sustained while employed with US Foods on 12/01/2005.
68. On or around Tuesday, December 27, 2005, and after I entered into the agreement on 12/22/2005 and while still homeless, I received an envelope from Mac Risk Management,

which was mailed to my previous address of 2996 Gaston Drive Loris SC 29569. When I opened the envelope, there were three additional sealed envelopes contained within the initial envelope, containing the last three payments of workers' compensation benefits I received from US Foods and Mac Risk Management subsequent being fired from US Foods on 11/02/2005. The last three workers' compensation checks were in the amounts of; 1) \$578.74 for the entitled periods of from 07/07/2005 with a check date of 12/02/2005; 2) \$2,370.24 for the entitled periods from 11/07/2005 to 12/04/2005 with a check date of 12/01/2005; and 3) \$1,185.12 for the entitled periods from 12/05/2005 to 12/17/2005 with a check date of 12/02/2005.

69. I never received workers' compensation benefit payments for the entitled period from 11/03/2005 to 11/06/2005 from US Foods or from Mac Risk Management.
70. On or around 12/27/2005 when I received the last three compensation benefit payments, I did not know why I received the three compensation benefit payments from Mac Risk Management, because I had not received any payment from Mac Risk Management since US Foods fired me, and Mr. Bacon never informed or advised me that I had any right to continued receipt of workers' compensation benefits after US Foods fired me for permanent lifting restrictions and no position available on 11/02/2005.
71. I used the last three compensation benefit payments to find an apartment; purchase furniture and clothes; and for hotel stay, until I could move into the apartment. I moved into an apartment located at 500 Johnson Street Apartment 7H Conway, SC 29527 on or around January 4, 2006.
72. On or around January 15, 2006, I went to Mr. Bacon's office, where Mr. Bacon provided me with a check in the amount of \$13,333.34 which was my part of the settlement

agreement.

73. To date, the permanent lifting restrictions assigned to me on 10/27/2005 by US Foods-selected treating physician, Dr. Tamadon, has not resolved.
74. To date, US Foods has never offered re-employment to me to accommodate the permanent lifting restrictions.
75. To date, I have never refused any offers of re-employment from US Foods, or refused employment from any employer.
76. To date, I have not been employed and have been unable to obtain any gainful employment since I was fired by US Foods on 11/02/2005.
77. After receiving the \$13,333.34 check from Mr. Bacon, Mr. Bacon stopped returning my calls.
78. After receiving no assistance from Mr. Bacon regarding obtaining a copy of the Termination Notice from US Foods, I began calling the Lexington, SC Office of US Foods directly. After repeated calls to US Foods' Lexington Office requesting a copy of the termination notice, I received correspondence from US Foods dated March 9, 2006 and signed by Kellen K. Pollard, Vice President of Human Resources. The correspondence was not the termination notice; rather, it was a statement signed by Ms. Pollard alleging among other things that I "left" the company in 2005 because I could no longer perform the duties of a delivery driver.
79. I did not receive a true copy of the signed "Employee Status Notice", establishing and confirming that US Foods fired me on 11/02/2005 until my Workers' Compensation Commission (WCC) Form 27, a duly signed subpoena requesting a full copy of my employment file, was perfected by the attorney for US Foods on or around December 21,

2012, more than seven years later.

80. On or around November 27, 2012, I relieved Mr. Bacon of his duties as my attorney of record, regarding the injuries I sustained in the admitted work-related accident/injury which occurred while I was employed with US Foods. I requested that Mr. Bacon provide me with a full copy of my client file; however, Mr. Bacon refused to comply with my request.
81. I duly served Mr. Bacon with a WCC Form 27, a duly signed subpoena, on 12/07/2012, which commanded Mr. Bacon to provide me with a full copy of the client file relative to W.C.C. Case No. 0506205; however, to date, Mr. Bacon has never complied with the Subpoena.
82. Since I have had the opportunity to review the South Carolina Workers' Compensation Act, and considering the binding laws relative to the facts of my worker's compensation commission claim no. 0506205, I believe that the Settlement Agreement and Release I signed on 12/22/2005 was invalid, because it contravened several laws contained within the Act, and specifically, S.C. Code Ann. § 42-9-260(B)(1), because when US Foods fired me, the termination was an expiration of the six month light duty period, but during my work-related and unresolved period of disability, and specifically, compensable permanent lifting restrictions, which precluded and estopped me from entering into any settlement agreement which would serve to relieve or release US Foods' continuing obligation to pay entitled TTD workers' compensation benefits to me, until either I am re-employed by US Foods; until I obtain gainful employment at the same or similar wage to what I was earning at the time US Foods fired me; or until US Foods obtain proper permission from the Commission to terminate entitled TTD payments to me, which to

date, has not occurred pursuant to section 42-9-260(B)(1).

83. Since I have had the opportunity to review the South Carolina Workers' Compensation Act, and considering the binding laws relative to the facts of my worker's compensation commission claim no. 0506205, I believe that the Settlement Agreement and Release I signed on 12/22/2005 was invalid, because it contravened several laws contained within the Act, and specifically, S.C. Code Ann. § 42-9-260(F), and Commission promulgated Regulation 67-506(D) & (E), because when US Foods fired me, the termination was an expiration of the six month light duty period, but during my work-related and unresolved period of disability, and specifically, compensable permanent lifting restrictions, I had received temporary compensation payments after the one-hundred-fifty-day-period after my notice of the 05/05/2005 work-related accident and injury to US Foods, wherein US Foods, through its proper Employer Representative, was lawfully obligated to continue payments of entitled TTD benefits to me until the Employer's Representative filed a WCC Form 21 with the Commission requesting a stop-payment hearing and permission to terminate or suspend TTD payments, to include the Commission convening an evidentiary stop-payment hearing, and if warranted, issuing a proper Order on the Form 21 hearing granting permission to terminate or suspend entitled TTD payments to me, which to date has not occurred, and which precluded and estopped me from entering into any settlement agreement which would serve to relieve or release US Foods' continuing obligation to pay entitled TTD workers' compensation benefits to me in accordance with section 42-9-260(F).

84. Since I have had the opportunity to review the South Carolina Workers' Compensation Act, and considering the binding laws relative to the facts of my worker's compensation

commission claim no. 0506205, I believe that the Settlement Agreement and Release I signed on 12/22/2005 was invalid, because it contravened my constitutional rights to Due Process, and Equal Protection of Laws, guaranteed to me, a U.S. Citizen, pursuant to both the United States and South Carolina Constitutions, respectively, because; 1) I was never afforded reasonable notice, or the opportunity to be heard, before the Commission prior to any Order that was issued which affected my personal property and rights to entitled workers' compensation benefits, particularly when I never waived my constitutional rights to an evidentiary hearing before the Commission; and 2) there are several similarly-situated individuals with previous Workers' Compensation Cases, who were afforded reinstatement and release of unlawfully withheld TTD benefits under section 42-9-260(B)(1) and/or section 42-9-260(F); however, I have been treated in a disparate manner, with no rational basis for the disparate treatment, particularly when the facts of my W.C.C. Case No. 0506205 establishes my legal rights to workers' compensation benefits, pursuant to both section 42-9-260(B)(1) and section 42-9-260(F).

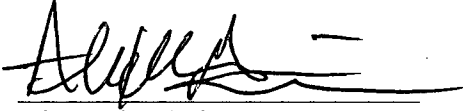
85. I believe, after review of the facts of my W.C.C. Case No. 0506205, that I have been, and continue to be, a victim, and a subject of Insurance Fraud; a Conspiracy to Commit Insurance Fraud; and Fraud, perpetrated by my former attorney, Mr. Bacon; US Foods; Ace American Insurance Company, Inc., formerly Mac Risk Management; all attorneys representing the Employer and Carrier; and former Commissioner David W. Huffstetler of the South Carolina Workers' Compensation Commission.

86. I believe that the S.C. Workers' Compensation Commission clearly lacked subject matter and personal jurisdiction over me and US Foods, *et al*, at the time it issued its 01/05/2006 Order and Award approving the alleged agreement I signed, with Mr. Bacon, on

12/22/2005, and I believe the aforementioned 01/05/2006 Commission Order and Award is a void judgment and must be treated as a nullity.

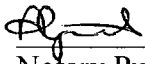
DECLARATION UNDER PENALTY OF PERJURY

I, **Alexander Guice**, do hereby swear, under penalty of perjury under the laws of the states of Florida and South Carolina, that I prepared and read this Sworn Affidavit and that the information contained herein is true and correct to the best of my knowledge and belief.

By: 
Alexander Guice
U.S. Citizen
Honorable Disabled Veteran
Post Office Box 13281
Tampa, FL 33681
(813) 562-0547
alguice@hotmail.com
Affiant

February 18, 2017

SWORN to and subscribed before me
This 18 day of February, 2017.



Notary Public

My commission expires 10-14-2020

