

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

J. Derham Cole, Circuit Court Judge

RECEIVED

FEB 10 2012

S.C. Supreme Court

Trial Court Case No. 2008-CP-42-2822

Unpublished Opinion No. 2011-UP-581 (S.C. Ct. App. Filed December 20, 2011)

On Time Transportation, Inc.,Respondent,

v.

SC Workers' Compensation Uninsured Employers' Fund,
..... **Petitioner**

APPENDIX

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Cofield Law Firm
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Lexington, South Carolina 29072
Attorney for the Appellant/Petitioner

Duke K. McCall, Jr.
Leatherwood Walker Todd & Mann, PC
The Leatherwood Plaza
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PO Box 87
Greenville, SC 29602
Attorney for the Respondent

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

Honorable J. Derham Cole, Circuit Court Judge

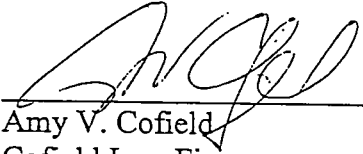
C.A. No. 2008 – CP – 42 – 2822

On Time Transportation Inc.,Employer, Respondent,

v.

SC Workers' Compensation Uninsured Employer's Fund.....Appellant.

RECORD ON APPEAL



Amy V. Cofield
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Lexington, SC 29072
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SC Workers' Compensation Uninsured
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*Attorney for Employer/Respondent
On Time Transportation Inc.*

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SC Court of Appeals

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BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO.: 0418450

Dennis Meadows,)
)
 Employee/Claimant,)
)
 -v-)
)
 On Time Transportation/Fleet Force,)
)
 Employer,)
)
 SC Uninsured Employers Fund,)
 Carrier/Defendants.)
 _____)

CONSENT ORDER

This above-captioned matter was scheduled for hearing before the undersigned commissioner on June 22, 2005, in Anderson, South Carolina. The purpose of the hearing was to determine the issues set forth on Forms 50 and 51. The claimant filed the Form 50 alleging injury to his neck and back on April 20, 2004. The defendant, Fleet Force, filed a Form 51, denying the claim. After investigation, the defendants were found not to be properly insured in South Carolina. Therefore, the South Carolina Uninsured Employers' Fund was added as a party. The current agreement has been entered into by defendant Fleet Force and the claimant. Prior to the hearing in this matter, the parties agreed to the following:

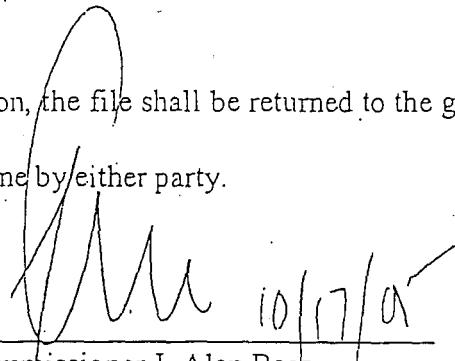
1. Fleet Force, employer/defendant, admits an injury to the claimant's cervical spine on April 20, 2004 within the course and scope of his employment with Fleet Force at On Time Transportation in Roebuck, South Carolina.

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2. The defendant, Fleet Force, submits to the jurisdiction of the South Carolina Workers' Compensation Commission and accepts the claim pursuant to the South Carolina Workers' Compensation Act.
3. Fleet Force shall pay the claimant temporary total compensation pursuant to the Form 20, to be submitted by the defendants, bringing the claimants temporary total disability up to date from May 10, 2004 to the present and continuing benefits until the claimant is found to have reached maximum medical improvement by the South Carolina Workers' Compensation Commission.
4. Dr. Alfred Nelson, neurosurgeon in Greenville, South Carolina, is authorized as the treating physician and is hereby authorized to perform the cervical surgery as previously recommended by Dr. Nelson.
5. The parties agree that the claimant has not reached maximum medical improvement at this time and that all benefits shall continue until further Order of the commission.
6. All other issues are held in abeyance.

There being no further issues before the Commission, the file shall be returned to the general files so that a hearing may be requested at the proper time by either party.

IT IS SO ORDERED.


 Commissioner J. Alan Bass

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

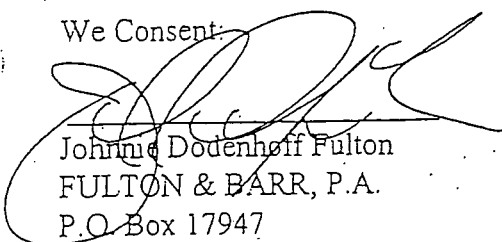
This 31st day of October, 2005

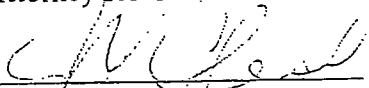
BY Cherie Mason

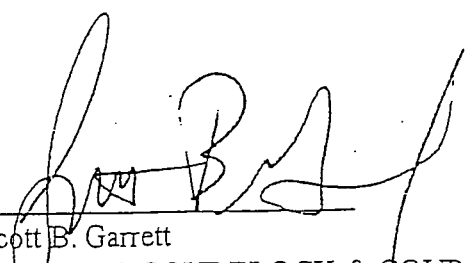
Administrative Assistant to the Commissioner

JAF
AVC
SBA

We Consent:


Johnnie Dodenhoff Fulton
FULTON & BARR, P.A.
P.O. Box 17947
Greenville, SC 29606-7947
(864) 235-3154
Attorney for Claimant


Amy V. Cofield
COFIELD LAW FIRM
603 South Lake Drive
Lexington, SC 29072
(803)951-0389
Attorney for SC Uninsured Fund


Scott B. Garrett
MCANGUS GOUDELOCK & COURIE, LLC
P. O. Box 12519
Columbia, SC 29211
(803)254-4190
Attorney for Fleet Force/Defendants

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AMENDED DECISION AND ORDER
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0418450

Dennis Meadows,

Employee/Claimant

-vs-

On Time Transportation/Fleet Force,

Employer,

Uninsured Employers Fund,

Defendants.

HEARING:

Held on August 8, 2006 in
Spartanburg, South Carolina.

APPEARANCES:

Claimant represented by Johnnie Dodenhoff
Fulton, Esquire, Fulton & Barr, P.A.,
P. O. Box 17947, Greenville, South Carolina
29606.

Defendant, Uninsured Employers Fund,
represented by Amy V. Cofield, Cofield Law
Firm, 809 South Lake Drive, Lexington, SC
29072

Defendant, Fleet Force, represented by Scott
Garrett, McAngus Goudelock & Courie, LLC, PO
Box 12519, Columbia, SC 29211 (On Time
Transportation did not attend)

PURPOSE OF HEARING:

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

DECISION AND ORDER
ISSUED BY:

BY: G. Bryan Lyndon, Commissioner

FILED:

November 7, 2006

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STIPULATIONS

Counsel for both parties stipulated at the hearing to the following issues:

1. The purpose of this hearing is to determine the issues as set forth in the Forms 50 and 51.
2. Notice of the hearing was timely and properly served upon all parties of interest.
3. Venue is proper in Greenville County, South Carolina.
4. The claimant's average weekly wage is One Hundred Ninety-Two and 60/100 (\$687.44) Dollars resulting in a compensable rate of One Hundred Twenty Eight and 41/100 (\$458.29) Dollars.
5. The Employee/Claimant was injured while working for On-Time Transportation/Fleet Force and workers' compensation claim was filed. Therefore, the South Carolina Workers' Compensation Commission has jurisdiction of the case.

STATEMENT OF CASE

This matter was previously before the Workers' Compensation Commission pursuant to an alleged injury and accident on April 20, 2004 while the Claimant was employed by On-Time Transportation/Fleet Force. By Consent Order dated October 17, 2005 Fleet Force admitted the Claimant's injury to the cervical spine, agreed to submit the jurisdiction of the South Carolina Workers' Compensation Commission, agreed to pay the Claimant temporary total benefits and agreed to provide further treatment from Dr. Alfred Nelson until the Claimant reaches maximum medical improvement.

The Sole issue before the Commission at this hearing is whether or not the Claimant has sustained any permanent partial disability to his back.

EVIDENCE OF THE CASE

Claimant testified that he was 44 years old, had a 12th grade education, had worked in textiles and had a CDL trucking license since 1999. Claimant stated that although he is a driver now, it was different

than before as he now has no loading or overnight routes. His routes are shorter, and as a result, he does not make as much money.

The Claimant testified that he injured his neck and shoulder area lifting approximately 150 pounds while working for the Defendant. Claimant underwent treatment with Dr. Nelson where he eventually had back surgery at Level C5-6. The Claimant testified that although he is right handed, his left hand is now stronger than his right and has problems with gripping, lifting anymore than 15-20 pounds and can no longer do such things as hunting as he did prior to the accident. The Claimant stated that he has numbness in the arm all the time and it hurts more after working, cutting grass, etc.

The Claimant also explained that he had two prior low back injuries. The Claimant further testified that he takes Lortab at bedtime but still continues to have neck spasms that awaken him. The Claimant testified that he is currently working 10 to 12 hours a day for four to five days a week, 40-60 hours a week.

FINDINGS OF FACT

1. The Claimant sustained an admitted injury by accident on April 20, 2004 pursuant to prior order.
2. Fleet Force consented to the jurisdiction of the South Carolina Workers' Compensation Commission and accepted the claim by Consent Order dated October 17, 2005.
3. Claimant's average weekly wage are \$687.44 and \$458.29 respectively.
4. Medical evidence indicates that the Claimant underwent a fusion surgery at Level C5-6.
5. The employer is to pay all casually related medicals to date.
6. Although the Claimant is currently working, he is making less money and his earning potential is not as good as it was prior to the accident.
7. The Claimant reached maximum medical improvement on May 4, 2006.
8. The Claimant had pre-existing low back/hand claims that are not casually related to this claim.
9. The claimant has sustained a 25% permanent partial impairment to his back as a result of the compensable injury to his cervical spine.

10. The employer is directly liable for the payment of this claim. If the employer should fail and neglect to make proper payment pursuant to this Order, then the South Carolina Uninsured Employers' Fund shall make payment with the rights of subrogation against the employer.

11. The claimant is entitled to medication and doctors visits, as are required to maintain the Claimant's level of function at maximum medical improvement pursuant to Dodge v. Brucoli, 334 S.C. 574,415 S.E. 2nd 593 (Ct. App.1999).

12. The Claimant is entitled to lifetime prosthetic replacement as to the spinal fusion hardware.

13. The Claimant is entitled to lump sum payment of the Award.

CONCLUSIONS OF LAW

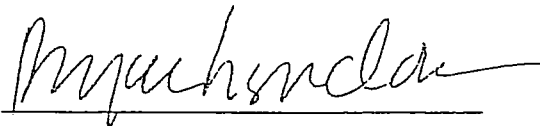
Based upon the foregoing, I conclude as a matter of law:

1. §42-9-30 prescribes amount of compensation for the back.
2. §41-15-60 prescribes periods within which medical treatment shall be furnished, and lifetime replacement of prosthetic devices.

ORDER

THEREFORE, IT IS ORDERED that the employer shall pay all causally related medical bills to date and \$34,371.75 (representing 75 weeks or 25% to the back). If the employer fails or refuses to make proper payment, then the SCUEF shall pay with rights of subrogation.

IT IS SO ORDERED.



G. Bryan Lyndon, Commissioner

Columbia, South Carolina
October __, 2006

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

This 7th day of November, 2006

By Jamara Thomas
Administrative Assistant to the Commissioner

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JDF
AVC
SG
LE

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

On Time Transportation, Inc.)
Plaintiff,)

C. A. No. 2008-CP-42-2822

v.)

ORDER

South Carolina Workers' Compensation)
Uninsured Employer's Fund)
Defendant.)

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 JUL -9 AM 11:04
M. HOPE BLACKLE

This matter came before the Court on the Plaintiff's Summons and Complaint for Declaratory Judgment as to a Lien filed by the Defendant against the Plaintiff pursuant to S. C. Code Section 42-7-200 for benefits paid pursuant to order of the South Carolina Workers' Compensation Commission dated November 7, 2006. This Order was Exhibit "B" to the Plaintiff's Complaint and was acknowledged by the Defendant as the Order on which its lien was based.

A hearing was held before this Court on January 27, 2010 in which the Court heard able arguments from counsel and received memorandum of authority and exhibits which were handed up without objections.

This matter was originally before the Commission for a Form 50 hearing wherein the employee/claimant sought benefits for an injury arising out of his employment. An Answer was filed by Fleet Force, Inc. in which it denied the accident but admitted it was the Claimant's employer. A consent Order was entered finding Fleet Force, Inc., an uninsured employer, to be responsible for benefits due to the Claimant. There was no finding by the Commission that the plaintiff was an employer or that it was responsible for payment of any benefits to the claimant. The Plaintiff pointed out that it employed a staff leasing company, Fleet Force, Inc., to provide employees, handle payroll records, pay benefits, employee withholding and provide S.C. workers' compensation coverage for it. The employee on the Form 50 was an employee of the staff leasing company, Fleet Force, Inc., not the Plaintiff, On Time Transportation, Inc. After agreeing to pay benefits the staff leasing company became insolvent and the Defendant entered the case and paid the claim.

Under S.C. Code Section 40-68-70(E) provides that in a staff leasing arrangement between an owner (client company) and a staff leasing company (licensee), "The licensee is the employer of the employees assigned to a client company." The Court finds from the exhibits handed up during the hearing in this matter that the Plaintiff in the case before the S.C. Workers' Compensation Commission was the client company and that Fleet Force was the licensee and

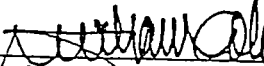
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therefore, Fleet Force, Inc. was the employer under the Commission's Order dated November 7, 2006, Exhibit B to the Complaint.


After consideration of the record in this case, exhibits submitted during the course of the hearing held by this court, memoranda submitted, arguments of counsel, and the applicable statutory and case law, this court finds there is not legal basis for establishment of a lien against the plaintiff in favor of the defendant pursuant to Section 42-7-200 and therefore the relief requested by the plaintiff should be and the same hereby is therefore granted.

THEREFORE, IT IS ORDERED, AJUDGED AND DECREED that the lien filed against the plaintiff by the defendant is declared to be null and void, dissolved and vacated.

AND IT IS SO ORDERED.



J. Derham Cole, Resident Judge
Seventh Judicial Circuit

 8, 2010

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2010 JUL -9 AM 11:04
M. HOPE BLACKLEY

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ALABAMA

FLEET FORCE, INC.,)
)
 PLAINTIFF,)
 VS.) CASE NO.
)
 DENNIS MEADOWS,)
)
 DEFENDANT.)

DECLARATORY COMPLAINT TO DETERMINE WORKERS COMPENSATION
BENEFITS

COMES NOW the Plaintiff, Fleet Force, Inc., the employer of the Defendant, Dennis Meadows, requesting this Court to take jurisdiction of this complaint pursuant to the workers compensation laws of the State of Alabama and in accordance with § 25-5-88, Code of Alabama (1975), as amended, and hereby avers as follows:

COUNT ONE

1. That Fleet Force, Inc. is a corporation doing business in Franklin County, Alabama.
2. That the Defendant, Dennis Meadows, is an individual whose residence is
3. That the Defendant's employer and Plaintiff, Fleet Force, Inc., has its place of business at 705 Cross Street, Russellville, Franklin County, Alabama 35653.
4. That the claimed accident occurred at Roebuck, South Carolina.
5. That on or about April 20, 2004, the relationship of employer and employee

existed between Fleet Force, Inc., and Dennis Meadows.

6. That both the employer and the employee are subject to the workers compensation laws of the State of Alabama.

7. That Defendant's average weekly wage at the time of Plaintiff's claimed injury was \$553.38 per week.

8. That the Plaintiff has paid to the Defendant, as of December 20, 2004, compensation pursuant to the Alabama Worker's Compensation Act totaling \$8,052.64.

9. That the Plaintiff has provided and has paid, as of December 20, 2004, for certain medical and rehabilitation benefits and expenses in the amount of \$5,100.13.

10. That a dispute has arisen as to whether the Defendant has sustained a physical impairment and/or a vocational disability as a result of the Defendant's claimed accident of April 20, 2004.

11. That a dispute has arisen as to whether the Defendant's current condition is a result of the Defendant's claimed injury of April 20, 2004.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests this Court to take jurisdiction of this matter pursuant to the workers compensation laws of Alabama and in accordance with § 25-5-88, Code of Alabama (1975), as amended, and make the following adjudications and determinations:

1. Whether or not the Defendant suffered a compensable on the job injury on or about April 20, 2004.

2. To determine the responsibility of the Plaintiff, if any, to provide medical benefits including future medical benefits to the Defendant.

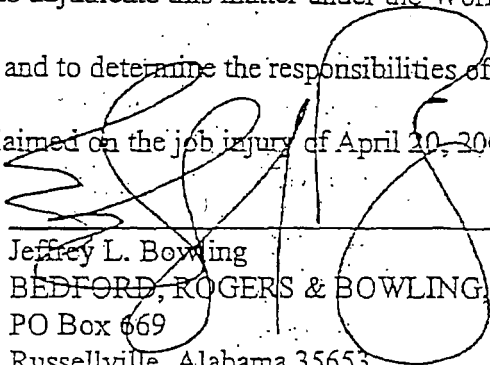
3. To determine whether the Defendant's current physical difficulties are a result of a

compensable on the job accident as claimed by the Defendant,

4. To determine whether § 25-5-88, Code of Alabama (1975), as amended, is applicable, and, if so, to the extent to which it is applicable,

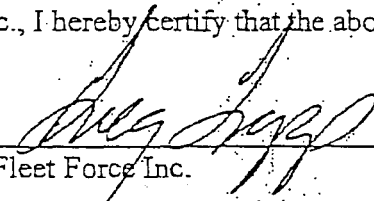
5. To determine whether the Defendant has suffered a physical impairment and, if so, the degree, if any, of any vocational disability sustained by the Defendant,

6. To determine all things necessary to adjudicate this matter under the Workers' compensation laws of Alabama, as last amended, and to determine the responsibilities of the respective parties as a result of the Defendant's claimed on the job injury of April 20, 2004.



Jeffrey L. Bowling
BEDFORD, ROGERS & BOWLING, P.C.
PO Box 669
Russellville, Alabama 35653
Attorney for Plaintiff
Fleet Force Inc.

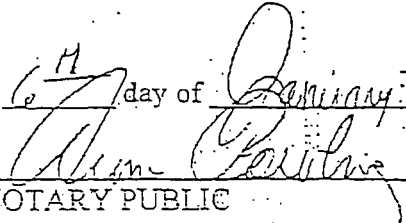
As representative of employer, Fleet Force Inc., I hereby certify that the above is true and correct to the best of my understanding.



Fleet Force Inc.

STATE OF ALABAMA)
COUNTY OF Franklin)

Sworn to and subscribed before me on this the 6th day of January, 2005.



NOTARY PUBLIC

My commission expires: 6/18/09

South Carolina Workers' Compensation Commission
P.O. Box 1715, 1612 Marion Street
Columbia, South Carolina 29202-1715

WCC file # 0418450
Carrier File # _____
Carrier Code # _____

Dennis Meadows

Claimant's Name

SSN _____

On Time Transportation/Fleet Force

Employers Name

PO Box 1079, Roebuck, SC 29376

Address City State Zip

Unknown/no coverage

Insurance Carrier

(864)235-3154

Address

City

State

Zip

Home Phone _____

Work Phone _____

Johnnie Dodenhoff Fulton

Preparer's Name

Telephone #

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 on the following grounds:

- 1a. The claimant sustained an accidental injury to neck, shoulders, low back & both legs on 4/20/2004 in Spartanburg County, State of South Carolina.
- 1b. Describe briefly how the accident occurred: Employee was lifting 150 lb bags and felt pain in his low back, neck, shoulders & both legs.
2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of the injury.
3. The relationship of employer and employee existed at the time of the 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 4/20/2004, in the following manner: Employee advised supervisor, Scott Justice
- (X) 6. Due to the injury, the claimant is in need of (check one):
(X) a. medical examination and treatment for Cervical surgery as ordered by Dr. Nelson
() b. additional medical examination and treatment for _____
- (X) 7. Due to the injury, claimant requests temporary partial and total disability benefits because of lost compensable time from work and wages for the period of: 5/10/04-continuing
- () 8. Due to the injury, the claimant has permanent disability of the following nature and extent: (check one).
() 1. General Disability: () Total () Partial
() 2. Specific Disability: () Total () Partial
Body Part(s) affected are: premature
- () 9. Due to the injury, the claimant has serious bodily disfigurement consisting of: _____
- 10a. At the time of the injury, the claimant was paid weekly wages of \$ _____ Form 20 requested _____; and demands accounting of the days worked and wages earned as provided by law.
- 10b. Give the names and addresses of all employers for whom the claimant has worked since the date of the accident:
- 11a. Further grounds of claim: As may be developed pursuant to the South Carolina Workers' Compensation law.
- 11b. List the names and addresses of all physicians and/or other medical specialists who have seen or treated the claimant as a result of the accident: : Mary Black Westside Medical Park, 2995 Reidville Road, Spartanburg, SC 29301; Dr. Michael Willmot, 100 Medical Center Drive, Woodruff, SC 29388; Dr. Alfred Nelson, SE Neurosurgical & Spine, 20 Cross Creek Medical Dr., Greenville, SC 29605, Wallace Thompson Hospital, 322 South Street, Union, SC 29379; Neurology Center of Woodruff, 751 E. Georgia Road, Woodruff, SC 29388; Spartanburg Regional Medical Center, 101 East Wood Street, Spartanburg, SC 29303
- 11c. To the best of your knowledge, did you have any prior permanent disability? None known
If yes, describe: _____
12. Appropriate benefits as provided in the Act for the above grounds and other relief the Workers' Compensation Commission may deem just and proper.
- () 13a. I am filing a claim. I am not requesting a hearing at this time.
- (X) 13b. I am requesting a hearing.

Signature of Claimant/Representative _____

February 11, 2005

Date

Refer to R.67-205, R.67-206, R.67-207, and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department.

South Carolina Workers' Compensation Commission

P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715

W/C File # _____
Carrier File # _____
Carrier Code # _____
Employer FEIN _____

Annis Dewayne Meadows
Claimant's Name SSN _____
1 _____
Address City State Zip _____
Home Phone # _____
Work Phone # _____
Greg Trapp
Preparer's Name

Fleet Force, Inc.
Employer's Name
P O Box 210 Russellville AL 35653
Address City State Zip _____
Fleet Force, Inc.
Insurance Carrier
(256) 332-9576, Ext. 12 or 17
Phone # _____

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part.

The employer-insurance carrier in answer to the claim, respectfully shows:

1. It is (admitted) (denied) that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are: denied; old injury

2. It is (admitted) (denied) that both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: admitted

3. It is (admitted) (denied) that the relationship of employer and employee existed at the time in question. The reasons for denial are: admitted

4. It is (admitted) (denied) that at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are: denied; old injury

5. It is (admitted) (denied) that notice of injury was given the employer. The reasons for denial are: admitted

6. It is (admitted) (denied) that the employee (needs) (is entitled to additional) medical care as a result of injury. The reasons for denial are: denied; old injury

7. It is (admitted) (denied) that the employee is entitled to temporary total disability for the period(s) of: denied; old injury - degenerative

8. It is (admitted) (denied) that the employee is permanently disabled. The reasons for denial are: denied; old injury -- degenerative

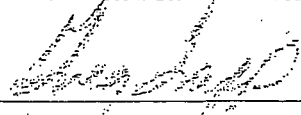
It is (admitted) (denied) that the employee has a serious disfigurement.

It is contended that an average weekly wage of \$ See Wage Report applies, according to attached accounting of employee's earnings as provided by law.

Further contentions or grounds of defense are: employee already has filed a claim with companies insurance for same symptoms, Doctor's reports show degenerative disk disease

I certify that I have served this document pursuant to R.67-212 by delivering a copy to South Carolina W/C Commission
Name
Box 1715, Columbia SC 29202-1715
Address

3rd day of March, _____ by first class mail; personal service; certified mail.


Signature

President
Title

3-3-05
Date

See R.67-205 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of this form.



000015

State Tax Lien BK S-38
PC 938

State of South Carolina) In the Office of
) Register Mesne Conveyance
County of Spartanburg)

South Carolina Workers') SCWCC No. 0418450
Compensation Uninsured) SCWCUEF No. 4992
Employers' Fund,)
)

Plaintiff,)
)

vs.)

NOTICE OF LIEN

On Time Transportation, Inc.,)
)

Defendant.)
)

COPY

WHEREAS, the aforementioned Employer has not complied with Title 42 of the South Carolina Code requiring it to maintain workers' compensation insurance for the benefit of its Employees, and

WHEREAS, the South Carolina Workers' Compensation Uninsured Employers' Fund is entitled to file a lien on the assets of the employer pursuant to South Carolina Code Section 42-7-200, and

WHEREAS, the South Carolina Workers' Compensation Uninsured Employers' Fund pursuant to South Carolina Code Section 42-7-200 has the right to be reimbursed by the Employer for all payments of benefits,

FED-2007-52107
Recorded 2 Pages on 9/28/2007 12:08:26 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



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interest, costs and expenses incurred as a result of the Employer's failure to comply with Title 42.

NOW, THEREFORE, let all know that the South Carolina Workers' Compensation Uninsured Employers' Fund has a monetary lien in an amount not yet determinable against the aforesaid Employer's property, real, personal and mixed wheresoever situate and wheresoever located.

SC WORKERS' COMPENSATION
UNINSURED EMPLOYERS' FUND

By: Lisa C. Glover

Lisa C. Glover, Deputy General Counsel
South Carolina Bar Number 64209
Synergy Business Park
220 Executive Center Drive/Sutie 119
Columbia, South Carolina 29210
Telephone No.: (803) 798-2722, Ext. 129

September 18, 2007
Columbia, South Carolina

Employer-Defendant's Address: 1054 Canaan Road
Roebuck, S.C. 29376

Thomas A. Smith, Registered Agent
321A Carolina Drive Extension
Spartanburg, S.C. 29301

000017

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

On Time Transportation, Inc.)

Plaintiff(s))

vs.)

South Carolina Workers' Compensation Uninsured)
Employer's Fund)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2008-CP - 42- 2822

(Please Print)

Submitted By: Duke K. McCall, Jr.

Address: Leatherwood Walker Todd & Mann, P.C.

PO Box 87, Greenville, SC 29602-0087

SC Bar #: 3720

Telephone #: 864-240-2403

Fax #: 864-240-2474

Other:

E-mail: dmccall@lwtm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | | | | | | | | | | |
|--|---|---|--|--|--|--|---|--|---|--------------------------------------|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) | | | | | | | | | |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Other (799) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input checked="" type="checkbox"/> Other (899) <p>Declaratory Judgment</p> | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Administrative Law Judge (980) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) | | | | | | | | | |
| <p>Special/Complex /Other</p> <table border="0"> <tr> <td><input type="checkbox"/> Environmental (600)</td> <td><input type="checkbox"/> Pharmaceuticals (630)</td> </tr> <tr> <td><input type="checkbox"/> Automobile Arb. (610)</td> <td><input type="checkbox"/> Unfair Trade Practices (640)</td> </tr> <tr> <td><input type="checkbox"/> Medical (620)</td> <td><input type="checkbox"/> Out-of State Depositions (650)</td> </tr> <tr> <td><input type="checkbox"/> Other (699)</td> <td><input type="checkbox"/> Sexual Predator (510)</td> </tr> </table> | | | | <input type="checkbox"/> Environmental (600) | <input type="checkbox"/> Pharmaceuticals (630) | <input type="checkbox"/> Automobile Arb. (610) | <input type="checkbox"/> Unfair Trade Practices (640) | <input type="checkbox"/> Medical (620) | <input type="checkbox"/> Out-of State Depositions (650) | <input type="checkbox"/> Other (699) | <input type="checkbox"/> Sexual Predator (510) | |
| <input type="checkbox"/> Environmental (600) | <input type="checkbox"/> Pharmaceuticals (630) | | | | | | | | | | | |
| <input type="checkbox"/> Automobile Arb. (610) | <input type="checkbox"/> Unfair Trade Practices (640) | | | | | | | | | | | |
| <input type="checkbox"/> Medical (620) | <input type="checkbox"/> Out-of State Depositions (650) | | | | | | | | | | | |
| <input type="checkbox"/> Other (699) | <input type="checkbox"/> Sexual Predator (510) | | | | | | | | | | | |

Submitting Party Signature:

Duke K. McCall

Date: May 28, 2008

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

000018

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

On Time Transportation, Inc.)
)
Plaintiff,)

C. A. No. 2008-CP-42 2822

v.)

SUMMONS

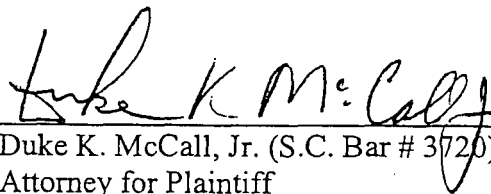
South Carolina Workers' Compensation)
Uninsured Employer's Fund)
)
Defendant.)

TO: THE DEFENDANT SOUTH CAROLINA WORKERS' COMPENSATION
UNINSURED EMPLOYER'S FUND:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action,
a copy of which is herewith served upon you, and to serve a copy of your Answer to the said
Complaint on the subscribers at their offices, 300 East McBee Avenue, Suite 500, P.O. Box 87,
Greenville, South Carolina 29602-0087, within thirty (30) days after the service hereof,
exclusive of the day of such service. If you fail to answer the Complaint within the time
aforesaid, judgment by default will be taken against you for the relief demanded in the
Complaint.

FILED
CLERK OF COURT
2008 MAY 30 AM 11:44
COURT HOUSE
SPARTANBURG, SC

Date: May 28, 2008



Duke K. McCall, Jr. (S.C. Bar # 3720)
Attorney for Plaintiff
Leatherwood Walker Todd & Mann, P.C.
The Leatherwood Plaza
300 East McBee Avenue, Suite 500
Post Office Box 87
Greenville, South Carolina 29602
Phone: 864-242-6440; Fax: 864-240-2474
E-mail: dmccall@lwtn.com

000019

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

On Time Transportation, Inc.)
)
 Plaintiff,)
)
 v.)
)
 South Carolina Workers' Compensation)
 Uninsured Employer's Fund)
)
 Defendant.)

C. A. No. 2008-CP-42 2822

DECLARATORY JUDGMENT
COMPLAINT
(Non-jury)

The Plaintiff, On Time Transportation, Inc. ("On Time"), would respectfully show unto the Court the following:

1. This is a declaratory judgment action brought pursuant to the Uniform Declaratory Judgment Act of South Carolina, S.C. Code Ann. § 15-53-10, *et seq.* to determine the rights and liabilities of the parties with regard to a Lien filed by the Defendant against the Plaintiff in the Deed Office in Spartanburg County.

2. On Time is a corporation organized and existing under the laws of South Carolina, with its offices in Roebuck, S.C. and is operating in South Carolina and other states of the United States of America.

3. The Defendant is an agency of the State of South Carolina.

4. Jurisdiction and venue are proper in this Court.

5. The Defendant, South Carolina Workers' Compensation Uninsured Employers' Fund, filed a Lien in the Deed Office of Spartanburg County against the Plaintiff, On Time, which is attached hereto and incorporated herein by reference as Exhibit A.

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SPARTANBURG COUNTY
SOUTH CAROLINA
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6. The Plaintiff is informed and believes that the Lien, Exhibit A, was filed against the Plaintiff on the basis of an Order of the South Carolina Workers' Compensation Commission dated November 7, 2006, which is attached hereto and incorporated herein by reference as **Exhibit B.**

7. The Plaintiff is informed and believes that the Lien filed against it; Exhibit A, is filed against the wrong party, that said lien is impairing its ability to operate and to do business, and that said Lien, Exhibit A, should be removed.

8. The Plaintiff is informed and believes that the Order, Exhibit B, upon which said Lien is based, does not declare the Plaintiff as the Employer of Dennis Meadows, an alleged injured party, but instead declares a co-defendant, Fleet Force as the Employer.

9. The Plaintiff is informed and believes that the co-defendant admitted liability has commenced payment of benefits to Dennis Meadows.

10. That the Defendant's Lien, Exhibit A, was inappropriately filed against the Plaintiff and should be removed and expunged from the records of the Deed office of Spartanburg County.

11. There may be other reasons, unknown to the Plaintiff, On Time, at this time, why the Lien, Exhibit A, should be removed and expunged from the records of the Deed office of Spartanburg County, and the Plaintiff reserves the right to assert all claims which may develop during discovery and/or pretrial proceedings.

WHEREFORE, Plaintiff, On Time, requests the Court issue an order declaring that:

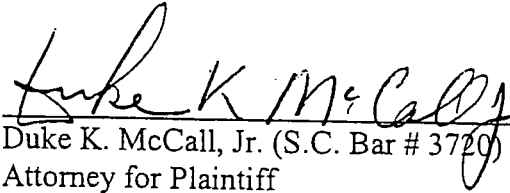
- a. that the Defendant's Lien, Exhibit A, was inappropriately filed against the Plaintiff and should be removed and expunged from the records of the Deed office of Spartanburg County.

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SPARTANBURG COUNTY
SOUTH CAROLINA

000021

- a. that the Court award costs to Plaintiffs; and
- b. for such other relief as the Court may deem appropriate.

Date: May 28, 2008



Duke K. McCall, Jr. (S.C. Bar # 3720)
Attorney for Plaintiff
Leatherwood Walker Todd & Mann, P.C.
The Leatherwood Plaza
300 East McBee Avenue, Suite 500
Post Office Box 87
Greenville, South Carolina 29602
Phone: 864-242-6440
Fax: 864-240-2475
E-mail: dmccall@lwtm.com

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SPRINGFIELD, MISSISSIPPI
2008 MAY 30 AM 11:45
NANCY KITCHENS

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EXHIBIT "A"

FILED
CLERK OF COURT
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MARC KITCHENS

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State of South Carolina)
) In the Office of
) Register Mesne Conveyance
County of Spartanburg)

South Carolina Workers') SCWCC No. 0418450
Compensation Uninsured) SCWCUEF No. 4992
Employers' Fund,)
)

Plaintiff,)
)

vs.)

NOTICE OF LIEN
)
)

On Time Transportation, Inc.,)
)

Defendant.)
)
_____)

WHEREAS, the aforementioned Employer has not complied with Title 42 of the South Carolina Code requiring it to maintain workers' compensation insurance for the benefit of its Employees, and

WHEREAS, the South Carolina Workers' Compensation Uninsured Employers' Fund is entitled to file a lien on the assets of the employer pursuant to South Carolina Code Section 42-7-200, and

WHEREAS, the South Carolina Workers' Compensation Uninsured Employers' Fund pursuant to South Carolina Code Section 42-7-200 has the right to be reimbursed by the Employer for all payments of benefits,

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SPARTANBURG COUNTY
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MARC KITCHENS

interest, costs and expenses incurred as a result of the Employer's failure to comply with Title 42.

NOW, THEREFORE, let all know that the South Carolina Workers' Compensation Uninsured Employers' Fund has a monetary lien in an amount not yet determinable against the aforesaid Employer's property, real, personal and mixed wheresoever situate and wheresoever located.

SC WORKERS' COMPENSATION
UNINSURED EMPLOYERS' FUND

By: Lisa C. Glover

Lisa C. Glover, Deputy General Counsel
South Carolina Bar Number 64209
Synergy Business Park
220 Executive Center Drive/Sutie 119
Columbia, South Carolina 29210
Telephone No.: (803) 798-2722, Ext. 129

FILED
CLERK OF COURT
SPARTANBURG, S.C.
2009 MAY 30 AM 11:45
MARC KITCHENS

September 18, 2007
Columbia, South Carolina

Employer-Defendant's Address: 1054 Canaan Road
Roebuck, S.C. 29376

Thomas A. Smith, Registered Agent
321A Carolina Drive Extension
Spartanburg, S.C. 29301

EXHIBIT "B"

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SPRINGFIELD, ILL.
2008 MAY 30 AM 11:45
MARC NITCHENS

AMENDED DECISION AND ORDER

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 0418450

Dennis Meadows,

4992
SA

Employee/Claimant

-vs-

On Time Transportation/Fleet Force,

Employer,

Uninsured Employers Fund,

Defendants.

HEARING:

Held on August 8, 2006 in
Spartanburg, South Carolina.

APPEARANCES:

Claimant represented by Johnnie Dodehoff,
Fulton, Esquire, Fulton & Barr, P.A.,
P. O. Box 17947, Greenville, South Carolina
29606.

Defendant, Uninsured Employers Fund,
represented by Amy V. Cofield, Cofield Law
Firm, 809 South Lake Drive, Lexington, SC
29072

Defendant, Fleet Force, represented by Scott
Garrett, McAngus Goudelock & Courie, LLC, PO
Box 12519, Columbia, SC 29211 (On Time
Transportation did not attend)

PURPOSE OF HEARING:

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

DECISION AND ORDER
ISSUED BY:

BY: G. Bryan Lyndon, Commissioner

FILED:

November 7, 2006

000027

STIPULATIONS

Counsel for both parties stipulated at the hearing to the following issues:

1. The purpose of this hearing is to determine the issues as set forth in the Forms 50 and 51.
2. Notice of the hearing was timely and properly served upon all parties of interest.
3. Venue is proper in Greenville County, South Carolina.
4. The claimant's average weekly wage is One Hundred Ninety-Two and 60/100 (\$687.44) Dollars resulting in a compensable rate of One Hundred Twenty Eight and 41/100 (\$458.29) Dollars.
5. The Employee/Claimant was injured while working for On-Time Transportation/Fleet Force and workers' compensation claim was filed. Therefore, the South Carolina Workers' Compensation Commission has jurisdiction of the case.

STATEMENT OF CASE

This matter was previously before the Workers' Compensation Commission pursuant to an alleged injury and accident on April 20, 2004 while the Claimant was employed by On-Time Transportation/Fleet Force. By Consent Order dated October 17, 2005, Fleet Force admitted the Claimant's injury to the cervical spine, agreed to submit the jurisdiction of the South Carolina Workers' Compensation Commission, agreed to pay the Claimant temporary total benefits and agreed to provide further treatment from Dr. Alfred Nelson until the Claimant reaches maximum medical improvement.

The Sole issue before the Commission at this hearing is whether or not the Claimant has sustained any permanent partial disability to his back.

EVIDENCE OF THE CASE

Claimant testified that he was 44 years old, had a 12th grade education, had worked in textiles and had a CDL trucking license since 1999. Claimant stated that although he is a driver now, it was different

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GREENVILLE COUNTY
SOUTH CAROLINA

than before as he now has no loading or overnight routes. His routes are shorter, and as a result, he does not make as much money.

The Claimant testified that he injured his neck and shoulder area lifting approximately 150 pounds while working for the Defendant. Claimant underwent treatment with Dr. Nelson where he eventually had back surgery at Level C5-6. The Claimant testified that although he is right handed, his left hand is now stronger than his right and has problems with gripping, lifting anymore than 15-20 pounds and can no longer do such things as hunting as he did prior to the accident. The Claimant stated that he has numbness in the arm all the time and it hurts more after working, cutting grass, etc.

The Claimant also explained that he had two prior low back injuries. The Claimant further testified that he takes Lortab at bedtime but still continues to have neck spasms that awaken him. The Claimant testified that he is currently working 10 to 12 hours a day for four to five days a week, 40-60 hours a week.

FINDINGS OF FACT

1. The Claimant sustained an admitted injury by accident on April 20, 2004 pursuant to prior order.
2. Fleet Force consented to the jurisdiction of the South Carolina Workers' Compensation Commission and accepted the claim by Consent Order dated October 17, 2005.
3. Claimant's average weekly wage are \$687.44 and \$458.29 respectively.
4. Medical evidence indicates that the Claimant underwent a fusion surgery at Level C5-6.
5. The employer is to pay all casually related medicals to date.
6. Although the Claimant is currently working, he is making less money and his earning potential is not as good as it was prior to the accident.
7. The Claimant reached maximum medical improvement on May 4, 2006.
8. The Claimant had pre-existing low back/hand claims that are not casually related to this claim.
9. The claimant has sustained a 25% permanent partial impairment to his back as a result of the compensable injury to his cervical spine.

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SPARTANBURG, SOUTH CAROLINA
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10. The employer is directly liable for the payment of this claim. If the employer should fail and neglect to make proper payment pursuant to this Order, then the South Carolina Uninsured Employers' Fund shall make payment with the rights of subrogation against the employer.

11. The claimant is entitled to medication and doctors visits, as are required to maintain the Claimant's level of function at maximum medical improvement pursuant to Dodge v. Bruccoli, 334 S.C. 574, 415 S.E. 2nd 593 (Ct. App. 1999).

12. The Claimant is entitled to lifetime prosthetic replacement as to the spinal fusion hardware.

13. The Claimant is entitled to lump sum payment of the Award.

CONCLUSIONS OF LAW

Based upon the foregoing, I conclude as a matter of law:

1. §42-9-30 prescribes amount of compensation for the back.
2. §41-15-60 prescribes periods within which medical treatment shall be furnished, and lifetime replacement of prosthetic devices.

ORDER

THEREFORE, IT IS ORDERED that the employer shall pay all causally related medical bills to date and \$34,371.75 (representing 75 weeks or 25% to the back). If the employer fails or refuses to make proper payment, then the SCUEF shall pay with rights of subrogation.

IT IS SO ORDERED.

G. Bryan Lyndon

G. Bryan Lyndon, Commissioner

Columbia, South Carolina
October __, 2006

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2008 MAY 30 AM 11:45
MARCO MICHIGNS

CERTIFICATE OF SERVICE
This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

This 7th day of November, 2006
By Jessica Thomas
Administrative Assistant to the Commissioner

JDF
AVC
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000030

Fleet Force, Inc

PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
Check No: 00058461 Payroll Reference: 04/25/2003 Payroll Check Date: 04/25/2003 Process Date: 04/22/2003 Pay Period: 04/13/2003 - 04/19/2003										
Howe, Dennis Dewayne	02	Hourly	484.38	21	Soc Sec WH	24.42		55	Soc Sec Liab	24.42
	116	SCALES EXP	12.50	22	Medicare WH	5.71		56	Medicare Lb.	5.71
	120	Misc. EXP	31.79	143	125-C- Disab	6.55		57	FUTA Liab	3.15
				144	Cell Phone	7.00		58	SUI Liab	11.23
				146	Uniform Fees	7.86				
				45	ADVANCE DR	195.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			528.67			393.98	134.69			44.51
Check No: 00059082 Payroll Reference: 05/02/2003 Payroll Check Date: 05/02/2003 Process Date: 05/02/2003 Pay Period: 04/19/2003 - 04/26/2003										
Howe, Dennis Dewayne	02	Hourly	456.25	20	Federal WH	14.76		55	Soc Sec Liab	44.34
	04	Miles	324.36	21	Soc Sec WH	44.34		56	Medicare Lb.	10.37
	10	P/U & DEL	25.00	22	Medicare WH	10.37		57	FUTA Liab	5.72
	116	SCALES EXP	15.00	23	State 1 WH	12.92		58	SUI Liab	20.38
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				45	ADVANCE DR	50.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			820.61			301.24	519.37			80.81
Check No: 00059614 Payroll Reference: 05/09/2003 Payroll Check Date: 05/09/2003 Process Date: 05/12/2003 Pay Period: 04/27/2003 - 05/03/2003										
Howe, Dennis Dewayne	02	Hourly	500.00	21	Soc Sec WH	35.56		55	Soc Sec Liab	35.56
	03	Overtime #1	164.06	22	Medicare WH	8.32		56	Medicare Lb.	8.32
				23	State 1 WH	3.97		57	FUTA Liab	4.59
				143	125-C- Disab	6.55		58	SUI Liab	16.35
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				45	ADVANCE DR	50.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			664.06			266.70	397.36			64.82

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Fleet Force, Inc

PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
02 Dennis Dewayne	Check No: 00060099 Check Date: 05/16/2003			Payroll Reference: 05/16/2003 Payroll Process Date: 05/16/2003			Pay Period: 05/03/2003 - 05/10/2003			
	02	Hourly	500.00	21	Soc Sec WH	25.39	55	Soc Sec Liab	25.39	
				22	Medicare WH	5.94	56	Medicare Lb.	5.94	
				143	125-C- Disab	6.55	57	FUTA Liab	2.56	
				144	Cell Phone	7.00	58	SUI Liab	9.12	
				146	Uniform Fees	7.86				
				45	ADVANCE DR	50.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			500.00			250.18	249.82		43.01	
02 Dennis Dewayne	Check No: 00060774 Check Date: 05/23/2003			Payroll Reference: 05/23/2003 Payroll Process Date: 05/23/2003			Pay Period: 05/12/2003 - 05/17/2003			
	02	Hourly	500.00	20	Federal WH	11.19	55	Soc Sec Liab	42.83	
	03	Overtime #1	281.25	21	Soc Sec WH	42.83	56	Medicare Lb.	10.02	
	114	LUMPER EXP	65.00	22	Medicare WH	10.02				
				23	State 1 WH	11.22				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				45	ADVANCE DR	135.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			846.25			379.11	467.14		52.85	
02 Dennis Dewayne	Check No: 00061330 Check Date: 05/30/2003			Payroll Reference: 05/30/2003 Payroll Process Date: 05/30/2003			Pay Period: 05/18/2003 - 05/24/2003			
	02	Hourly	500.00	20	Federal WH	18.14	55	Soc Sec Liab	45.73	
	03	Overtime #1	328.13	21	Soc Sec WH	45.73	56	Medicare Lb.	10.70	
				22	Medicare WH	10.70				
				23	State 1 WH	14.50				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				45	ADVANCE DR	75.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			828.13			332.92	495.21		56.43	

000032

Fleet Force, Inc

PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities				
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount		
s, Dennis Dewayne	Check No: 00061844			Payroll Reference: 06/06/2003 Payroll			Pay Period: 05/24/2003 - 05/30/2003					
	Check Date: 06/06/2003			Process Date: 06/09/2003								
	02	Hourly	500.00	20	Federal WH	29.86	55	Soc Sec Liab	50.58			
	02	Holiday	100.00	21	Soc Sec WH	50.58	56	Medicare Lb.	11.83			
	03	Overtime #1	206.25	22	Medicare WH	11.83						
	07	Sick Time	100.00	23	State 1 WH	19.97						
				143	125-C- Disab	6.55						
				144	Cell Phone	7.00						
				146	Uniform Fees	7.86						
				45	ADVANCE DR	75.00						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	74.87						
				50	125-CL-DENTL	9.10						
			906.25			356.09		550.16		62.41		
	s, Dennis Dewayne	Check No: 00062381			Payroll Reference: 06/13/2003 Payroll			Pay Period: 06/01/2003 - 06/07/2003				
Check Date: 06/13/2003			Process Date: 06/12/2003									
02		Hourly	415.63	21	Soc Sec WH	20.16	55	Soc Sec Liab	20.16			
114		LUMPER EXP	60.00	22	Medicare WH	4.71	56	Medicare Lb.	4.71			
				143	125-C- Disab	6.55						
				144	Cell Phone	7.00						
				146	Uniform Fees	7.86						
				45	ADVANCE DR	110.00						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	74.87						
				50	125-CL-DENTL	9.10						
			475.63			303.72		171.91		24.87		
s, Dennis Dewayne		Check No: 00063092			Payroll Reference: 06/20/2003 Payroll			Pay Period: 06/08/2003 - 06/14/2003				
		Check Date: 06/20/2003			Process Date: 06/20/2003							
		02	Hourly	500.00	20	Federal WH	40.88	55	Soc Sec Liab	55.13		
	03	Overtime #1	379.69	21	Soc Sec WH	55.13	56	Medicare Lb.	12.89			
	07	Sick Time	100.00	22	Medicare WH	12.89						
	118	Equip EXP	236.00	23	State 1 WH	25.11						
	120	Misc. EXP	5.82	143	125-C- Disab	6.55						
				144	Cell Phone	7.00						
				146	Uniform Fees	7.86						
				45	ADVANCE DR	286.00						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	74.87						
				50	125-CL-DENTL	9.10						
			1221.51			588.86		632.65		68.02		

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Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities					
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount			
vs, Dennis Dewayne	Check No: 00063589			Payroll Reference: 06/27/2003 Payroll			389.18	Pay Period: 06/15/2003 - 06/21/2003					
	Check Date: 06/27/2003			Process Date: 06/26/2003				43.16					
	02	Hourly	500.00	21	Soc Sec WH	34.98			55	Soc Sec Liab	34.98		
	03	Overtime #1	154.69	22	Medicare WH	8.18			56	Medicare Lb.	8.18		
				23	State 1 WH	3.50							
				143	125-C- Disab	6.55							
				144	Cell Phone	7.00							
				146	Uniform Fees	7.86							
				45	ADVANCE DR	50.00							
				48	GARN/SUPP	63.47							
				49	CAFE-CLIENT	74.87							
				50	125-CL-DENTL	9.10							
			654.69			265.51							
	lows, Dennis Dewayne	Check No: 00064168			Payroll Reference: 07/04/2003 Payroll				393.28	Pay Period: 06/22/2003 - 06/28/2003			
		Check Date: 07/04/2003			Process Date: 07/07/2003					43.52			
02		Hourly	500.00	21	Soc Sec WH	35.27	55				Soc Sec Liab	35.27	
03		Overtime #1	159.38	22	Medicare WH	8.25	56	Medicare Lb.			8.25		
				23	State 1 WH	3.73							
				143	125-C- Disab	6.55							
				144	Cell Phone	7.00							
				146	Uniform Fees	7.86							
				45	ADVANCE DR	50.00							
				48	GARN/SUPP	63.47							
				49	CAFE-CLIENT	74.87							
				50	125-CL-DENTL	9.10							
			659.38			266.10							
vs, Dennis Dewayne		Check No: 00064757			Payroll Reference: 07/11/2003 Payroll			450.17			Pay Period: 06/29/2003 - 07/05/2003		
		Check Date: 07/11/2003			Process Date: 07/08/2003						47.22		
	02	Hourly	500.00	20	Federal WH	2.98	55		Soc Sec Liab			38.27	
	02	Holiday	100.00	21	Soc Sec WH	38.27	56		Medicare Lb.	8.95			
	03	Overtime #1	107.81	22	Medicare WH	8.95							
				23	State 1 WH	6.31							
				143	125-C- Disab	6.55							
				144	Cell Phone	7.00							
				146	Uniform Fees	7.86							
				45	ADVANCE DR	32.28							
				48	GARN/SUPP	63.47							
				49	CAFE-CLIENT	74.87							
				50	125-CL-DENTL	9.10							
			707.81			257.64							

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Transaction History Report

/ee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
vs, Dennis Dewayne	Check No: 00065359 Check Date: 07/18/2003			Payroll Reference: 07/18/2003 Payroll Process Date: 07/18/2003			Pay Period: 07/06/2003 - 07/12/2003			
	02	Hourly	500.00	20	Federal WH	24.18	55	Soc Sec Liab	49.22	
	03	Overtime #1	384.38	21	Soc Sec WH	49.22	56	Medicare Lb.	11.51	
	114	LUMPER EXP	420.50	22	Medicare WH	11.51				
				23	State 1 WH	18.44				
				143	125-C- Disab	6.55				
				144	Cell Phone	9.67				
				146	Uniform Fees	7.86				
				45	ADVANCE DR	420.50				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			1304.88			695.37	609.51		60.73	
vs, Dennis Dewayne	Check No: 00065877 Check Date: 07/25/2003			Payroll Reference: 07/25/2003 Payroll Process Date: 07/25/2003			Pay Period: 07/13/2003 - 07/19/2003			
	02	Hourly	500.00	21	Soc Sec WH	35.27	55	Soc Sec Liab	35.27	
	03	Overtime #1	159.38	22	Medicare WH	8.25	56	Medicare Lb.	8.25	
				23	State 1 WH	3.73				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			659.38			216.10	443.28		43.52	
vs, Dennis Dewayne	Check No: 00066304 Check Date: 08/01/2003			Payroll Reference: 08/01/2003 Payroll Process Date: 08/01/2003			Pay Period: 07/19/2003 - 07/26/2003			
	02	Hourly	500.00	20	Federal WH	4.70	55	Soc Sec Liab	39.34	
	03	Overtime #1	225.00	21	Soc Sec WH	39.34	56	Medicare Lb.	9.20	
				22	Medicare WH	9.20				
				23	State 1 WH	7.34				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			725.00			229.43	495.57		48.54	

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Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities			
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount	
Lawson, Dennis Dewayne	Check No: 00066949 Check Date: 08/08/2003			Payroll Reference: 08/08/2003 Payroll Process Date: 08/08/2003			Pay Period: 07/27/2003 - 08/02/2003				
	02	Hourly	115.63	21	Soc Sec WH	27.87		55	Soc Sec Liab	27.87	
	04	Overtime #2	424.44	22	Medicare WH	6.52		56	Medicare Lb.	6.52	
				23	State 1 WH	0.13					
				143	125-C- Disab	6.55					
				144	Cell Phone	7.00					
				146	Uniform Fees	7.86					
				45	ADVANCE DR	55.00					
				48	GARN/SUPP	63.47					
				49	CAFE-CLIENT	74.87					
				50	125-CL-DENTL	9.10					
			540.07			258.37	281.70			34.39	
Lawson, Dennis Dewayne	Check No: 00067490 Check Date: 08/15/2003			Payroll Reference: 08/15/2003 Payroll Process Date: 08/15/2003			Pay Period: 08/03/2003 - 08/09/2003				
	02	Hourly	500.00	20	Federal WH	2.35		55	Soc Sec Liab	37.88	
	03	Overtime #1	201.56	21	Soc Sec WH	37.88		56	Medicare Lb.	8.86	
	118	Equipt EXP	12.71	22	Medicare WH	8.86					
				23	State 1 WH	5.93					
				143	125-C- Disab	6.55					
				144	Cell Phone	14.16					
				146	Uniform Fees	7.86					
				45	ADVANCE DR	25.00					
				48	GARN/SUPP	63.47					
				49	CAFE-CLIENT	74.87					
				50	125-CL-DENTL	9.10					
			714.27			256.03	458.24			46.74	
Lawson, Dennis Dewayne	Check No: 00068100 Check Date: 08/22/2003			Payroll Reference: 08/22/2003 Payroll Process Date: 08/22/2003			Pay Period: 08/10/2003 - 08/16/2003				
	01	Meeting	26.00	20	Federal WH	25.56		55	Soc Sec Liab	49.79	
	02	Hourly	520.00	21	Soc Sec WH	49.79		56	Medicare Lb.	11.65	
	03	Overtime #1	287.63	22	Medicare WH	11.65					
	17	LUMPER PAY	60.00	23	State 1 WH	19.08					
				143	125-C- Disab	6.55					
				144	Cell Phone	7.00					
				146	Uniform Fees	7.86					
				45	ADVANCE DR	115.00					
				48	GARN/SUPP	63.47					
				49	CAFE-CLIENT	74.87					
				50	125-CL-DENTL	9.10					
			893.63			389.93	503.70			61.44	

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Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities			
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount	
Dennis Dewayne	Check No: 00068612			Payroll Reference: 08/29/2003 Payroll			Pay Period: 08/17/2003 - 08/23/2003				
	Check Date: 08/29/2003			Process Date: 08/29/2003							
	01	Add Pay	190.61	20	Federal WH	19.72	55	Soc Sec Liab	47.38		
	02	Hourly	500.00	21	Soc Sec WH	47.38	56	Medicare Lb.	11.08		
	03	Overtime #1	164.06	22	Medicare WH	11.08					
				23	State 1 WH	16.36					
				143	125-C- Disab	6.55					
				144	Cell Phone	7.00					
				146	Uniform Fees	7.86					
				48	GARN/SUPP	63.47					
				49	CAFE-CLIENT	74.87					
				50	125-CL-DENTL	9.10					
			854.67			263.39			591.28		
									58.46		
Dennis Dewayne	Check No: 00069127			Payroll Reference: 09/05/2003 Payroll			Pay Period: 08/23/2003 - 08/30/2003				
	Check Date: 09/05/2003			Process Date: 09/05/2003							
	01	Salary	26.56	21	Soc Sec WH	32.71	55	Soc Sec Liab	32.71		
	02	Hourly	383.50	22	Medicare WH	7.65	56	Medicare Lb.	7.65		
	06	Vacations	208.00	23	State 1 WH	2.02					
				143	125-C- Disab	6.55					
				144	Cell Phone	7.00					
				146	Uniform Fees	7.86					
				48	GARN/SUPP	63.47					
				49	CAFE-CLIENT	74.87					
				50	125-CL-DENTL	9.10					
			618.06			211.23			406.83		
									40.36		
	Dennis Dewayne	Check No: 00069635			Payroll Reference: 09/12/2003 Payroll			Pay Period: 09/01/2003 - 09/06/2003			
Check Date: 09/12/2003			Process Date: 09/15/2003								
02		Hourly	500.00	20	Federal WH	0.10	55	Soc Sec Liab	36.49		
03		Overtime #1	75.00	21	Soc Sec WH	36.49	56	Medicare Lb.	8.53		
16		Holiday Payl	104.00	22	Medicare WH	8.53					
				23	State 1 WH	4.71					
				143	125-C- Disab	6.55					
				144	Cell Phone	7.00					
				146	Uniform Fees	7.86					
				48	GARN/SUPP	63.47					
				49	CAFE-CLIENT	74.87					
				50	125-CL-DENTL	9.10					
			679.00			218.68			460.32		
									45.02		

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Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
vs, Dennis Dewayne	Check No: 00070301 Check Date: 09/19/2003			Payroll Reference: 09/19/2003 Payroll Process Date: 09/22/2003			Pay Period: 09/07/2003 - 09/13/2003			
	01	Salary	23.00	21	Soc Sec WH	30.07	55	Soc Sec Liab	30.07	
	02	Hourly	240.50	22	Medicare WH	7.03	56	Medicare Lb.	7.03	
	06	Vacations	312.00	23	State 1 WH	0.77				
				143	125-C- Disab	6.55				
				144	Cell Phone	11.52				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			575.50			211.24	364.26		37.10	
vs, Dennis Dewayne	Check No: 00070904 Check Date: 09/26/2003			Payroll Reference: 09/26/2003 Payroll Process Date: 09/26/2003			Pay Period: 09/13/2003 - 09/20/2003			
	02	Hourly	464.75	21	Soc Sec WH	29.65	55	Soc Sec Liab	29.65	
	06	Vacations	104.00	22	Medicare WH	6.93	56	Medicare Lb.	6.93	
				23	State 1 WH	0.65				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			568.75			206.08	362.67		36.58	
vs, Dennis Dewayne	Check No: 00071339 Check Date: 10/03/2003			Payroll Reference: 10/03/2003 Payroll Process Date: 10/06/2003			Pay Period: 09/21/2003 - 09/27/2003			
	02	Hourly	520.00	20	Federal WH	19.24	55	Soc Sec Liab	47.18	
	03	Overtime #1	331.50	21	Soc Sec WH	47.18	56	Medicare Lb.	11.03	
				22	Medicare WH	11.03				
				23	State 1 WH	16.13				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			851.50			262.43	589.07		58.21	
ows, Dennis Dewayne	Check No: 00072046 Check Date: 10/10/2003			Payroll Reference: 10/10/2003 Payroll Process Date: 10/10/2003			Pay Period: 09/28/2003 - 10/04/2003			
	02	Hourly	299.00	21	Soc Sec WH	32.27	55	Soc Sec Liab	32.27	
	06	Vacations	312.00	22	Medicare WH	7.55	56	Medicare Lb.	7.55	
				23	State 1 WH	1.79				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			611.00			210.46	400.54		39.82	

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Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
02 Dennis Dewayne	Check No: 00072592 Check Date: 10/17/2003			Payroll Reference: 10/17/2003 Payroll Process Date: 10/17/2003			Pay Period: 10/05/2003 - 10/11/2003			
	02	Hourly	295.75	21	Soc Sec WH	32.07		55	Soc Sec Liab	32.07
	06	Vacations	312.00	22	Medicare WH	7.50		56	Medicare Lb.	7.50
				23	State 1 WH	1.69				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			<u>607.75</u>			<u>210.11</u>				<u>39.57</u>
							<u>397.64</u>			
02 Dennis Dewayne	Check No: 00073130 Check Date: 10/24/2003			Payroll Reference: 10/24/2003 Payroll Process Date: 10/24/2003			Pay Period: 10/11/2003 - 10/18/2003			
	02	Hourly	520.00	20	Federal WH	0.29		55	Soc Sec Liab	36.60
	03	Overtime #1	160.88	21	Soc Sec WH	36.60		56	Medicare Lb.	8.56
				22	Medicare WH	8.56				
				23	State 1 WH	4.81				
				143	125-C- Disab	6.55				
				144	Cell Phone	11.14				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			<u>680.88</u>			<u>223.25</u>				<u>45.16</u>
							<u>457.63</u>			
02 Dennis Dewayne	Check No: 00073701 Check Date: 10/31/2003			Payroll Reference: 10/31/2003 Payroll Process Date: 10/31/2003			Pay Period: 10/19/2003 - 10/25/2003			
	02	Hourly	520.00	21	Soc Sec WH	29.05		55	Soc Sec Liab	29.05
	03	Overtime #1	39.00	22	Medicare WH	6.79		56	Medicare Lb.	6.79
	116	SCALES EXP	8.00	23	State 1 WH	0.47				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			<u>567.00</u>			<u>205.16</u>				<u>35.84</u>
							<u>361.84</u>			

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Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
06, Dennis Dewayne	Check No: 00074273 Check Date: 11/07/2003			Payroll Reference: 11/07/2003 Payroll Process Date: 11/10/2003			Pay Period: 10/26/2003 - 11/01/2003			
	02	Hourly	520.00	20	Federal WH	3.86		55	Soc Sec Liab	38.82
	03	Overtime #1	92.63	21	Soc Sec WH	38.82		56	Medicare Lb.	9.08
	06	Vacations	104.00	22	Medicare WH	9.08				
				23	State 1 WH	6.84				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			716.63			227.45	489.18			47.90
06, Dennis Dewayne	Check No: 00074842 Check Date: 11/14/2003			Payroll Reference: 11/14/2003 Payroll Process Date: 11/17/2003			Pay Period: 11/02/2003 - 11/08/2003			
	02	Hourly	520.00	21	Soc Sec WH	29.65		55	Soc Sec Liab	29.65
	03	Overtime #1	48.75	22	Medicare WH	6.93		56	Medicare Lb.	6.93
				23	State 1 WH	0.65				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			568.75			206.08	362.67			36.58
06, Dennis Dewayne	Check No: 00075412 Check Date: 11/21/2003			Payroll Reference: 11/21/2003 Payroll Process Date: 11/21/2003			Pay Period: 11/09/2003 - 11/15/2003			
	02	Hourly	520.00	21	Soc Sec WH	27.53		55	Soc Sec Liab	27.53
	03	Overtime #1	14.63	22	Medicare WH	6.44		56	Medicare Lb.	6.44
				23	State 1 WH	0.03				
				143	125-C- Disab	6.55				
				144	Cell Phone	14.34				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			534.63			210.19	324.44			33.97

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Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
92 Dennis Dewayne	Check No: 00076069 Check Date: 11/28/2003			Payroll Reference: 11/28/2003 Payroll Process Date: 12/01/2003			Pay Period: 11/16/2003 - 11/22/2003			
	02	Hourly	520.00	21	Soc Sec WH	29.35	55	Soc Sec Liab	29.35	
	03	Overtime #1	43.88	22	Medicare WH	6.86	56	Medicare Lb.	6.86	
				23	State 1 WH	0.56				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				45	ADVANCE DR	25.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	74.87				
				50	125-CL-DENTL	9.10				
			563.88			230.62	333.26		36.21	
adows, Dennis Dewayne	Check No: 00076534 Check Date: 12/05/2003			Payroll Reference: 12/05/2003 Payroll Process Date: 12/08/2003			Pay Period: 11/23/2003 - 11/29/2003			
	02	Hourly	520.00	21	Soc Sec WH	33.79	55	Soc Sec Liab	33.79	
	03	Overtime #1	24.38	22	Medicare WH	7.90	56	Medicare Lb.	7.90	
	16	Holiday Payl	104.00	23	State 1 WH	2.72				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	86.98				
				50	125-CL-DENTL	9.83				
			648.38			226.10	422.28		41.69	
adows, Dennis Dewayne	Check No: 00077061 Check Date: 12/12/2003			Payroll Reference: 12/12/2003 Payroll Process Date: 12/15/2003			Pay Period: 11/30/2003 - 12/06/2003			
	02	Hourly	520.00	21	Soc Sec WH	29.46	55	Soc Sec Liab	29.46	
	03	Overtime #1	58.50	22	Medicare WH	6.89	56	Medicare Lb.	6.89	
				23	State 1 WH	0.59				
				143	125-C- Disab	6.55				
				144	Cell Phone	7.00				
				146	Uniform Fees	7.86				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	86.98				
				50	125-CL-DENTL	9.83				
			578.50			218.63	359.87		36.35	

Fleet Force, Inc
PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities				
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount		
Dennis Dewayne	Check No: 00077665			Payroll Reference: 12/19/2003 Payroll			Pay Period: 12/07/2003 - 12/13/2003					
	Check Date: 12/19/2003			Process Date: 12/19/2003								
	02	Hourly	520.00	21	Soc Sec WH	28.55	55	Soc Sec Liab	28.55			
	03	Overtime #1	43.88	22	Medicare WH	6.68	56	Medicare Lb.	6.68			
	114	LUMPER EXP	40.00	23	State 1 WH	0.33						
				143	125-C- Disab	6.55						
				144	Cell Phone	8.34						
				146	Uniform Fees	7.86						
				45	ADVANCE DR	40.00						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
			603.88			258.59	345.29		35.23			
	Dennis Dewayne	Check No: 00078363			Payroll Reference: 12/26/2003 Payroll			Pay Period: 12/13/2003 - 12/20/2003				
Check Date: 12/26/2003			Process Date: 12/29/2003									
02		Hourly	510.25	21	Soc Sec WH	33.29	55	Soc Sec Liab	33.29			
02		Meeting	26.00	22	Medicare WH	7.78	56	Medicare Lb.	7.78			
07		Sick Time	104.00	23	State 1 WH	2.40						
				143	125-C- Disab	6.55						
				144	Cell Phone	7.00						
				146	Uniform Fees	7.86						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
			640.25			225.16	415.09		41.07			
Dennis Dewayne		Check No: 00078838			Payroll Reference: 01/02/2004 Payroll			Pay Period: 12/21/2003 - 12/27/2003				
		Check Date: 01/02/2004			Process Date: 01/05/2004							
	02	Hourly	269.75	21	Soc Sec WH	16.76	55	Soc Sec Liab	16.76			
	16	Holiday Payl	104.00	22	Medicare WH	3.92	56	Medicare Lb.	3.92			
				143	125-C- Disab	6.55	57	FUTA Liab	2.16			
				144	Cell Phone	7.00	58	SUI Liab	7.71			
				146	Uniform Fees	7.86						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
			373.75			202.37	171.38		30.55			
	Dennis Dewayne	Check No: 00079309			Payroll Reference: 01/09/2004 Payroll			Pay Period: 12/27/2003 - 01/02/2004				
		Check Date: 01/09/2004			Process Date: 01/12/2004							
		02	Hourly	270.00	21	Soc Sec WH	17.03	55	Soc Sec Liab	17.03		
16		Holiday Payl	108.00	22	Medicare WH	3.98	56	Medicare Lb.	3.98			
				143	125-C- Disab	6.55	57	FUTA Liab	2.20			
				144	Cell Phone	7.00	58	SUI Liab	7.83			
				146	Uniform Fees	7.86						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
			378.00			202.70	175.30		31.04			

Fleet Force, Inc
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Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
Check No: 00079879 Payroll Reference: 01/16/2004 Payroll Check Date: 01/16/2004 Process Date: 01/20/2004 Pay Period: 01/04/2004 - 01/10/2004										
01	Add. Pay	82.95	21	Soc Sec WH	36.24	55	Soc Sec Liab	36.24		
02	Hourly	555.00	22	Medicare WH	8.48	56	Medicare Lb.	8.48		
17	LUMPER PAY	50.00	23	State 1 WH	4.52	57	FUTA Liab	4.68		
			143	125-C- Disab	6.55	58	SUI Liab	16.66		
			144	Cell Phone	7.00					
			146	Uniform Fees	5.13					
			45	ADVANCE DR	80.00					
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
		687.95			308.20		379.75			66.06
Check No: 00080423 Payroll Reference: 01/23/2004 Payroll Check Date: 01/23/2004 Process Date: 01/23/2004 Pay Period: 01/10/2004 - 01/17/2004										
02	Hourly	690.00	21	Soc Sec WH	36.37	55	Soc Sec Liab	36.37		
			22	Medicare WH	8.51	56	Medicare Lb.	8.51		
			23	State 1 WH	4.62	57	FUTA Liab	4.69		
			143	125-C- Disab	6.55	58	SUI Liab	16.72		
			144	Cell Phone	13.06					
			146	Uniform Fees	5.13					
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
		690.00			234.52		455.48			66.29
Check No: 00081069 Payroll Reference: 01/30/2004 Payroll Check Date: 01/30/2004 Process Date: 01/30/2004 Pay Period: 01/18/2004 - 01/24/2004										
02	Hourly	600.00	21	Soc Sec WH	32.82	55	Soc Sec Liab	32.82		
			22	Medicare WH	7.68	56	Medicare Lb.	7.68		
			23	State 1 WH	2.10	57	FUTA Liab	4.24		
			143	125-C- Disab	-26.20	58	SUI Liab	15.09		
			144	Cell Phone	7.00					
			146	Uniform Fees	5.13					
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
			92	C-Reg-Disabi	32.75					
		600.00			221.56		378.44			59.83
Check No: 00081597 Payroll Reference: 02/06/2004 Payroll Check Date: 02/06/2004 Process Date: 02/09/2004 Pay Period: 01/24/2004 - 01/31/2004										
02	Hourly	371.25	21	Soc Sec WH	24.46	55	Soc Sec Liab	24.46		
06	Vacations	90.00	22	Medicare WH	5.72	56	Medicare Lb.	5.72		
07	Sick Time	30.00	144	Cell Phone	7.00	57	FUTA Liab	3.16		
			146	Uniform Fees	5.13	58	SUI Liab	11.24		
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
			92	C-Reg-Disabi	8.53					
		491.25			211.12		280.13			44.58

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Fleet Force, Inc
PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities				
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount		
Dennis Dewayne	Check No: 00082140 Check Date: 02/13/2004			Payroll Reference: 02/13/2004 Payroll Process Date: 02/12/2004			Pay Period: 02/01/2004 - 02/07/2004					
	02	Hourly	798.75	20	Federal WH	11.44	55	Soc Sec Liab	43.52			
				21	Soc Sec WH	43.52	56	Medicare Lb.	10.18			
				22	Medicare WH	10.18	57	FUTA Liab	5.62			
				23	State 1 WH	12.00	58	SUI Liab	20.01			
				144	Cell Phone	7.00						
				146	Uniform Fees	5.13						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
				92	C-Reg-Disabi	8.53						
			798.75			258.08	540.67			79.33		
	Dennis Dewayne	Check No: 00082768 Check Date: 02/20/2004			Payroll Reference: 02/20/2004 Payroll Process Date: 02/20/2004			Pay Period: 02/04/2004 - 02/14/2004				
		02	Hourly	840.00	20	Federal WH	16.57	55	Soc Sec Liab	46.08		
					21	Soc Sec WH	46.08	56	Medicare Lb.	10.78		
				22	Medicare WH	10.78	57	FUTA Liab	5.95			
				23	State 1 WH	14.89	58	SUI Liab	21.18			
				144	Cell Phone	7.00						
				146	Uniform Fees	5.13						
				45	ADVANCE DR	39.72						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
				92	C-Reg-Disabi	8.53						
			840.00			308.98	531.02			83.99		
Dennis Dewayne		Check No: 00083906 Check Date: 02/27/2004			Payroll Reference: 02/27/2004 Payroll Process Date: 03/05/2004			Pay Period: 02/15/2004 - 02/21/2004				
		02	Hourly	675.00	21	Soc Sec WH	35.85	55	Soc Sec Liab	35.85		
				22	Medicare WH	8.38	56	Medicare Lb.	8.38			
				23	State 1 WH	4.20	57	FUTA Liab	4.63			
				144	Cell Phone	7.00	58	SUI Liab	16.48			
				146	Uniform Fees	5.13						
				45	ADVANCE DR	39.72						
				48	GARN/SUPP	63.47						
				49	CAFE-CLIENT	86.98						
				50	125-CL-DENTL	9.83						
				92	C-Reg-Disabi	8.53						
			675.00			269.09	405.91			65.34		

Fleet Force, Inc
 PO Box 210
 705 Cross Street
 Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
92 ows, Dennis Dewayne Check No: 00083225 Check Date: 02/27/2004 Payroll Reference: 02/27/2004 Payroll Process Date: 02/26/2004 Pay Period: 02/14/2004 - 02/21/2004										
02	Hourly	618.75	21	Soc Sec WH	32.36	55	Soc Sec Liab	32.36		
			22	Medicare WH	7.57	56	Medicare Lb.	7.57		
			23	State 1 WH	1.83	57	FUTA Liab	4.18		
			144	Cell Phone	7.00	58	SUI Liab	14.88		
			146	Uniform Fees	5.13					
			45	ADVANCE DR	39.72					
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
			92	C-Reg-Disabi	8.53					
		618.75			262.42		356.33			58.99
adows, Dennis Dewayne Check No: 00084411 Check Date: 03/12/2004 Payroll Reference: 03/12/2004 Payroll Process Date: 03/12/2004 Pay Period: 02/29/2004 - 03/06/2004										
02	Hourly	577.50	21	Soc Sec WH	29.80	55	Soc Sec Liab	29.80		
			22	Medicare WH	6.97	56	Medicare Lb.	6.97		
			23	State 1 WH	0.69	57	FUTA Liab	3.85		
			144	Cell Phone	7.00	58	SUI Liab	13.70		
			146	Uniform Fees	5.13					
			45	ADVANCE DR	144.72					
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
			92	C-Reg-Disabi	8.53					
		577.50			363.12		214.38			54.32
2 ows, Dennis Dewayne Check No: 00085056 Check Date: 03/19/2004 Payroll Reference: 03/19/2004 Payroll Process Date: 03/19/2004 Pay Period: 03/07/2004 - 03/13/2004										
02	Hourly	397.50	20	Federal WH	72.83	55	Soc Sec Liab	69.33		
04	Miles	767.52	21	Soc Sec WH	69.33	56	Medicare Lb.	16.21		
10	P/U & DEL	50.00	22	Medicare WH	16.21	57	FUTA Liab	8.95		
116	SCALES EXP	10.00	23	State 1 WH	41.14	58	SUI Liab	31.87		
			144	Cell Phone	7.00					
			146	Uniform Fees	5.13					
			48	GARN/SUPP	63.47					
			49	CAFE-CLIENT	86.98					
			50	125-CL-DENTL	9.83					
			92	C-Reg-Disabi	8.53					
		1225.02			380.45		844.57			126.36

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Fleet Force, Inc
PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
Check No: 00085588 Check Date: 03/26/2004 Payroll Reference: 03/26/2004 Payroll Process Date: 03/26/2004 Pay Period: 03/14/2004 - 03/20/2004										
s, Dennis Dewayne	02	Hourly	937.50	20	Federal WH	31.20		55	Soc Sec Liab	52.12
	114	LUMPER EXP	100.00	21	Soc Sec WH	52.12		56	Medicare Lb.	12.19
				22	Medicare WH	12.19		57	FUTA Liab	1.73
				23	State 1 WH	21.71		58	SUI Liab	6.15
				144	Cell Phone	8.60				
				146	Uniform Fees	5.13				
				45	ADVANCE DR	100.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	86.98				
				50	125-CL-DENTL	9.83				
				92	C-Reg-Disabi	8.53				
			1037.50			399.76	637.74			72.19
Check No: 00086146 Check Date: 04/02/2004 Payroll Reference: 04/02/2004 Payroll Process Date: 04/05/2004 Pay Period: 03/21/2004 - 03/27/2004										
s, Dennis Dewayne	01	Meeting Hour	30.00	21	Soc Sec WH	35.91		55	Soc Sec Liab	35.91
	02	Hourly	416.25	22	Medicare WH	8.40		56	Medicare Lb.	8.40
	04	Miles	229.71	23	State 1 WH	4.25				
	116	SCALES EXP	8.00	144	Cell Phone	7.00				
				146	Uniform Fees	5.13				
				45	ADVANCE DR	230.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	86.98				
				50	125-CL-DENTL	9.83				
				92	C-Reg-Disabi	8.53				
			683.96			459.50	224.46			44.31
Check No: 00086725 Check Date: 04/09/2004 Payroll Reference: 04/09/2004 Payroll Process Date: 04/12/2004 Pay Period: 03/28/2004 - 04/03/2004										
ws, Dennis Dewayne	04	Miles	770.25	20	Federal WH	23.36		55	Soc Sec Liab	48.88
	10	P/U & DEL	50.00	21	Soc Sec WH	48.88		56	Medicare Lb.	11.43
	11	LAY OVER	65.00	22	Medicare WH	11.43				
				23	State 1 WH	18.06				
				144	Cell Phone	7.00				
				146	Uniform Fees	5.13				
				45	ADVANCE DR	105.00				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	86.98				
				50	125-CL-DENTL	9.83				
				92	C-Reg-Disabi	8.53				
			885.25			387.67	497.58			60.31

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Fleet Force, Inc

PO Box 210
705 Cross Street
Russellville, AL 35565

Transaction History Report

Employee Code & Name	Earnings			Deductions			Net Pay	Liabilities		
	Code	Description	Amount	Code	Description	Amount		Code	Description	Amount
Check No: 00087230 Payroll Reference: 04/16/2004 Payroll Check Date: 04/16/2004 Process Date: 04/16/2004 Pay Period: 04/04/2004 - 04/10/2004										
Meadows, Dennis Dewayne	02	Hourly	277.50	20	Federal WH	63.89		55	Soc Sec Liab	65.63
	04	Miles	852.93	21	Soc Sec WH	65.63		56	Medicare Lb.	15.35
	10	P/U & DEL	25.00	22	Medicare WH	15.35				
	116	SCALES EXP	8.00	23	State 1 WH	36.97				
	118	Equipt EXP	10.59	144	Cell Phone	7.00				
				146	Uniform Fees	5.13				
				48	GARN/SUPP	63.47				
				49	CAFE-CLIENT	86.98				
				50	125-CL-DENTL	9.83				
				92	C-Reg-Disabi	8.53				
			<u>1174.02</u>			<u>362.78</u>		<u>811.24</u>		<u>80.98</u>
Emp: 1592	Meadows, Dennis Dewayne									
	01	Meeting	379.12	20	Federal WH	437.10		55	Soc Sec Liab	1919.10
	02	Hourly	25406.39	21	Soc Sec WH	1919.10		56	Medicare Lb.	448.82
	03	Overtime #1	4136.30	22	Medicare WH	448.82		57	FUTA Liab	72.06
	04	Miles	3369.21	23	State 1 WH	386.38		58	SUI Liab	256.60
	06	Vacations	1442.00	143	125-C- Disab	235.80				
	07	Sick Time	334.00	144	Cell Phone	398.83				
	10	P/U & DEL	150.00	146	Uniform Fees	370.50				
	11	LAY OVER	65.00	45	ADVANCE DR	2617.66				
	114	LUMPER EXP	685.50	48	GARN/SUPP	3300.44				
	116	SCALES EXP	61.50	49	CAFE-CLIENT	4135.44				
	118	Equipt EXP	259.30	50	125-CL-DENTL	487.80				
	120	Misc. EXP	37.61	92	C-Reg-Disabi	126.58				
	16	Holiday Payl	420.00							
	17	LUMPER PAY	110.00							
			<u>36855.93</u>			<u>14864.45</u>		<u>21991.48</u>		<u>2696.58</u>
Many Totals	01	Meeting	379.12	20	Federal WH	437.10		55	Soc Sec Liab	1919.10
	02	Hourly	25406.39	21	Soc Sec WH	1919.10		56	Medicare Lb.	448.82
	03	Overtime #1	4136.30	22	Medicare WH	448.82		57	FUTA Liab	72.06
	04	Miles	3369.21	23	State 1 WH	386.38		58	SUI Liab	256.60
	06	Vacations	1442.00	143	125-C- Disab	235.80				
	07	Sick Time	334.00	144	Cell Phone	398.83				
	10	P/U & DEL	150.00	146	Uniform Fees	370.50				
	11	LAY OVER	65.00	45	ADVANCE DR	2617.66				
	114	LUMPER EXP	685.50	48	GARN/SUPP	3300.44				
	116	SCALES EXP	61.50	49	CAFE-CLIENT	4135.44				
	118	Equipt EXP	259.30	50	125-CL-DENTL	487.80				
	120	Misc. EXP	37.61	92	C-Reg-Disabi	126.58				
	16	Holiday Payl	420.00							
	17	LUMPER PAY	110.00							
			<u>36855.93</u>			<u>14864.45</u>		<u>21991.48</u>		<u>2696.58</u>

\$ 28,775.60 ÷ 52 weeks = \$ 553.38 . X 66.66% = 368.88 ÷ 7 Day = 52.70 Daily

Kan from Date of Injury 4-20-03 thru 4-20-04
 He actually worked thru 5/10/04
 We were notified 5/11/04

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OCT-18-2004(MON) 15:35 ON TIME TRANSPORTATION

(FAX)864 587 0278

P.003/008

Date/Time SEP-14-2004(TUE) 10:46

2563322363

P.003

09/14/2004 09:55 2563322363

FLEET FORCE INC

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ACORD CERTIFICATE OF LIABILITY INSURANCE

CSP 88 F.02 DATE (MM/DD/YYYY) 02/24/04

PRODUCER
Gurley Cooke Agency, Inc.
P.O. Box 170099
Birmingham AL 35217
Phone: 205-841-4444 Fax: 205-841-4799

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FLEET FORCE, INC.
P O BOX 210
ROSELLEVILLE AL 35653

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	GRANITE STATE INSURANCE CO	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PRODUCTS - COMP/OP AGG \$ MED EXP (ARY AND MED) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$
DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> REDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO SPECIAL PROVISIONS OTHER	WC320-12-39	08/17/03	08/17/04	E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
AS RESPECT EMPLOYEES OF FLEET FORCE, INC. PROVIDED TO:
ON-TIME TRANSPORTATION, INC.

864-587-0278

CERTIFICATE HOLDER
ON-TIME TRANSPORTATION, INC.
P.O. BOX 1079
ROEBUCK SC 29376

CANCELLATION
ON TIME SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Dan Kobergsky

18 (2001/08)

ACORD CORPORATION 1993

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STATE OF ALABAMA

EMPLOYER'S FIRST REPORT OF INJURY OR OCCUPATIONAL DISEASE

OMBUDSMAN 1-800-528-5166

Send to: Your workers' compensation insurance carrier, in duplicate

INjury OR TYPE

EMPLOYER'S NAME AND MAILING ADDRESS (As shown on Insurance Policy or S. I. Certificate) (No. & Street, City, County, State, ZIP) Fleet Force, Inc. P O Box 210 Russellville AL 35653 PHONE NUMBER 256-332-9576, Ext. 17	LOCATION, IF DIFFERENT FROM MAILING ADDRESS	Do Not Write In The Space Below
		Employer U. C. <input type="checkbox"/>
		Carrier Number <input type="checkbox"/>

EMPLOYER IDENTIFICATION NUMBER (ACCOUNT) NUMBER 63-1089562	3. CARRIER OR SELF-INSURANCE REGISTRATION NUMBER
--	--

NATURE OF BUSINESS (Manufacturing, Trade, Transportation, etc.) transportation	SPECIFIC PRODUCTS	SIC
WORKERS' COMPENSATION PROVIDED BY: INSURANCE CARRIER () SELF-INSURANCE () GROUP FUND ()		Carrier-Fund
INSURANCE CARRIER, GIVE NAME AND ADDRESS:		Soc. Sec. No. <input type="checkbox"/>

EMPLOYEE'S NAME (Last) (First) (Middle) Meadows, Dennis Dwayne	7. SEX MALE (X) FEMALE ()	8. AGE	9. SOCIAL SECURITY NO.
EMPLOYEE'S HOME ADDRESS (No. & Street or RFD, City, County, State, ZIP)	11. MARITAL STATUS: SINGLE () MARRIED (X) DIVORCED () SEPARATED () WIDOWED ()		11. MARITAL STATUS
HOME TELEPHONE	14. WORKING IN WHAT DEPARTMENT WHEN HURT Driver		Dependents
PLACE OF ACCIDENT OR EXPOSURE (Address or location, include County) Roebuck SC			16. ON EMPLOYER'S PREMISES YES () NO ()
DATE OF OCCURRENCE 4-20-04	18. TIME OF DAY 1:00 p.m. (X)	19. DATE DISABILITY BEGAN 5-10-04	20. DATE EMPLOYER NOTIFIED 5-11-04

DESCRIBE THE INJURY OR ILLNESS IN DETAIL AND INDICATE THE PART OF THE BODY AFFECTED. (If amputation of right index finger at second joint, fracture of 2 ribs, lead poisoning, dermatitis of left hand, etc.) Lower back, shoulders, neck			
FATAL: GIVE DATE OF DEATH			

WHAT THING DIRECTLY PRODUCED THIS INJURY OR ILLNESS? (Name object struck against or struck by; vapor, poison, chemical or radiation; if strain or hernia, the thing being lifted, pulled, held, etc.; if injury resulted solely from bodily motion, the stretching, twisting, etc. which resulted in injury.) Assisted, in Lifting 150 lb bag onto pallet.			
HOW DID THE ACCIDENT OR EXPOSURE OCCUR? (Begin by telling what the employee was doing just before the accident or exposure. Be specific. If employee was using tools, equipment, or handling material, name them and tell what employee was doing with them.) Lower back, neck, shoulders - Assisted in Lifting 150 lb. bag onto pallet. Prior Injury - 2000 - march, 03 - Knight Transportation - describe fully the events which resulted in injury or illness. Tell what happened and how it happened. Specify how objects or substances were involved. Give full details of all factors which led or contributed to the accident or exposure. Strained lower back, shoulders, neck, while assisting to lift 150 lb. bag onto pallet.			

NAME AND ADDRESS OF TREATING PRACTITIONER Dr. James Woodmont Clinic 864-476-8191		NAME AND ADDRESS OF HOSPITAL HOSPITALIZED () OUT-PATIENT () EMERGENCY TREATMENT (X)	
INJURED RETURNED TO WORK? () NO (X)	27. IF SO, DATE	28. AT WHAT WAGE?	29. AT WHAT OCCUPATION?
LENGTH OF TIME IN YOUR EMPLOY? 1 MONTHS 10	30. DATE OF INJURY 4-20-04	31. LENGTH OF TIME IN PRESENT JOB YEARS 1 MONTHS 10	32. NUMBER OF DEPENDENTS
FRAGILE WEEKLY WAGE 4-20-03 53.38 thru 4-20-04	34. WEEKLY VALUE OF REMUNERATION OTHER THAN WAGES-(FOOD, LODGING, ETC.) 5	35. DID EMPLOYEE RECEIVE FULL PAY FOR DAY OF INJURY? YES (X) NO ()	

THIS REPORT 4-11-04	37. SIGNED BY Teresa Dill	38. SIGNATURE Teresa Dill	39. OFFICIAL POSITION OR TITLE Claims Administrator
------------------------	------------------------------	------------------------------	--

CK0603 10-02

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Rx Date/Time SEP-14-2004 (WED) 10:46

2563322363

P. 008

09/14/2004 09:55 2563322363

FLEET FORCE INC

PAGE 08

SEP-08-2004 (WED) 15:05 ON TIME TRANSPORTATION

(FAX) 864 587 0278

P. 004/004

Questionnaire for Uninsured Employer

RE: Dennis Meadows vs. On Time Transportation, Inc.
WCC File No. X040483

Date of alleged accident: 4/20/2004

1. Official business name: Fleet Force Inc.
2. Official business address: 705 Cross St Russellville AL 35653
3. Owner(s) of business: GREG TRAPP / Robert Wood
4. Number of employees in SC at time of alleged accident: 60
5. Number of subcontractors in SC at time of alleged accident: _____
6. Business FEIN: 63-1089562
7. Was Dennis Meadows the employee of On Time Transportation, Inc. at the time of the alleged accident? NO. If applicable: How much was the claimant paid? Hourly _____; Weekly gross 558.00; Number of hours the claimant worked per week: _____
8. Was the business providing service or subcontracting for an "upstream" employer or general contractor when the alleged injury occurred? If so, please provide the business name and address: ON TIME TRANSPORTATION
9. Are there extenuating circumstances or facts about this claim and accident that need to be made known? If so, please describe: There is already existing claims in 2000 + 2003. We were not sure this is a new claim also he reported injury date 9-26-04 not 4-20-04
10. Name of person completing form: GREG TRAPP
11. Telephone #: (254) 332-9576

SCWCC

1612 Marion Street, P.O. Box 1715
Columbia, S.C. 29202-1715

WCC File No. 0418450
Emp. Code No.
Carrier Code No.
Carrier File No.

NOTICE OF HEARING

July 7, 2006

ATTORNEYS OF RECORD

EMPLOYEE: DENNIS MEADOWS

PLAINTIFF: JOHNNIE FULTON

EMPLOYER: ON TIME TRANSPORTATION
FLEET FORCE, IN.C

INSURER: ON TIME TRANSPORTATIONS
FLEET FORCE NO COV
UNINSURED EMPLOYERS FUND

DEFENDANTS: SCOTT GARRET (5)
NO REP.
AMY COFIELD
LATONYA EDWARDS

A hearing will be held County Adm. Building, Workers Comp. Hearing Room, 366 N. Church St., Spartanburg, S.C.

at 12:00 o'clock P.M., on AUGUST 8, 2006.

SUBJECT OF HEARING:

TO DETERMINE THE ISSUES AS SET FORTH ON FORMS 50 AND 51.

3C Code R.67.601 - - R.67.614 governs the conduct of hearings. The employee must attend when not represented by an attorney or when disfigurement is involved. An uninsured employer must attend. A corporation must be represented by an attorney. All witnesses must be present and available to testify. Attorneys must file Form 58 (Pre-hearing Brief) with proof of service pursuant to R.67-612. Notify the Commissioner's office listed below if the case is settled or to request a postponement. Postponements are granted only for grounds in R.67-613. The transcript of a hearing is prepared only when requested by a party. An appeal hearing may not be postponed due to failure to timely request the transcript.

Each party is responsible for his witnesses appearing at the hearing.

S.C. WORKERS' COMPENSATION COMMISSION
BY: G. BRYAN LYNDON
Commissioner

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South Carolina Workers' Compensation Commission
 P.O. Box 1715 • 1612 Marion Street
 Columbia, South Carolina 29202-1715
 (803) 737-5700

WCC File # _____
 Carrier File # _____
 Carrier Code # _____
 Employer FEIN # _____

Claimant's Name: Dewayne Meadows SSN: _____
 Employer's Name: Fleet Force, Inc.
 Address: P.O. Box 210, Russellville AL 35653
 City: _____ State: _____ Zip: _____
 Insurance Carrier: Fleet Force, Inc.
 Preparer's Name: Greg Trapp Phone #: (256) 332-9576 Ext. 12 or 17

Total Wages Paid

Check Applicable Method:

Date of injury: 4-20-04
month day year

- 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: 6-10-02
- 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.)

List total wages paid as reported to Employment Security Commission on the Employer Quarterly Contribution and Wage 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	_____	_____
2nd	_____	_____
3rd	_____	_____
4th	_____	_____
		Total Paid <u>2. 28,775.60</u>

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. 28,775.60

List total number of weeks paid to employee during the four quarters immediately preceding the quarter in which the injury occurred. 5. 52

Average Weekly Wage

To calculate average weekly wage, divide total wages (line 4) by total weeks paid (line 5).

AVERAGE WEEKLY WAGE: 6. 553.38

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. 368.88

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: _____

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The calculated compensation rate (line 7) applies. Enter amount from line 7 on line 8.

WEEKLY COMPENSATION RATE: 8. 368.88

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.57-1603 when no temporary compensation is paid. NOTE: Average weekly wage represents average gross pay before taxes and deductions. WHEN THE CLAIMANT DOES NOT AGREE WITH THE COMPENSATION RATE ON LINE 8, HE OR SHE SHOULD CONTACT 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.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANTBURG COUNTY
Court of Commons Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc. , Employer/Respondent,

v.


SC Workers' Compensation Uninsured Employer's Fund,Appellant.

CERTIFICATE OF COUNSEL

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

COFIELD LAW FIRM

By: _____


Amy V. Cofield

809 South Lake Drive

Lexington, SC 29072

(803) 951-0389

Attorney for the Appellant

November 9, 2010

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

Hon. J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc.....Employer, Respondent,

v.

SC Workers' Compensation Uninsured Employer's Fund.....Appellant.

FINAL BRIEF OF APPELLANT

Cofield Law Firm
By: Amy V. Cofield, Esquire
809 South Lake Drive
Lexington, SC 29072
(803) 951-0389
Attorney for the Appellant

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OTHER COUNSEL OF RECORD:

Duke K. McCall, Jr.
Attorney for On Time Transportation
Leatherwood Walker Todd & Mann, PC
The Leatherwood Plaza
300 East McBee Avenue, Suite 500
Post Office Box 87
Greenville, SC 29602

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- I. The issues presented in this Declaratory Judgment hearing were properly adjudicated in the hearing before the South Carolina Workers' Compensation Commission.
 - a. On Time Transportation failed to answer, or appear in the hearing before the South Carolina Workers' Compensation, and did not appeal the Order of the South Carolina Workers' Compensation Commission.
 - b. On Time Transportation/Fleet Force were ordered by the South Carolina Workers' Compensation Commission to be "Employer" and liable for the claim. This Order is the law of the case.
 - c. Doctrines of collateral estoppel and res judicata bar this Declaratory Judgment action.

Conclusion..... 10

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Liberty Mut. Ins. Co. v. Employers Ins. of Wassau, 284 S.C. 234, 325 S.E. 2d 566 (1985)

Pye v. Aycock, 325 S.C. 426, 480 S.E.2d 455(S.C.App.1997)

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ISSUES PRESENTED

1. Did the Circuit Judge err in hearing the Declaratory Judgment action and determining that On Time Transportation was not liable as an "employer" under S.C. Code Section 40-68-70(E) because of an alleged staff leasing arrangement, when such issue has never been raised and no evidence presented?
2. If the determination of liability and whether or not On Time Transportation was an "employer" under the South Carolina Workers' Compensation Act was an issue properly before the Workers' Compensation Commission can it now be litigated in a Declaratory Judgment action?
3. Were the issues addressed in the Declaratory Judgment action previously at issue before the SC Workers' Compensation Commission so that the Order when not appealed, becomes the law of the case?
4. Is this Declaratory Judgment action barred pursuant to the doctrines of res judicata and collateral estoppel?

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STATEMENT OF THE CASE

This is an appeal from a Declaratory Judgment action filed by On Time Transportation, an Employer/Defendant in a workers' compensation matter. Dennis Meadows, Claimant, filed a Form 50 seeking benefits for an alleged worker's compensation accident. The Claim was filed by "Meadows" against "On Time Transportation/Fleet Force" as employers. (R. p. 14)

The Appellant herein, South Carolina Uninsured Employers' Fund, was added as a party since neither On Time Transportation nor Fleet Force had workers' compensation insurance in South Carolina.

Scott Garrett, an attorney with McAngus, Goudelock & Courie, LLC, appeared in the matter on behalf of Fleet Force after Fleet Force had already appeared *Pro Se*.

Greg Trapp, President of Fleet Force, Inc. appeared first by filing a Form 51 Answer on behalf of Fleet Force, Inc. on March 3, 2005 (R. p. 15).

On Time Transportation failed and neglected to answer or otherwise appear in this matter.

A Consent Order was entered into between Scott B. Garrett on behalf of Fleet Force, the Claimant and the SCUEF on October 17, 2005 (R. pp. 2-4) wherein Fleet Force admitted the Claimant had sustained an injury "within the course and scope of his employment with Fleet Force at On Time Transportation in Roebuck, Carolina." Fleet Force further consented to jurisdiction, accepted the claim and agreed to pay compensation to the Claimant. On Time Transportation was not a party to the Consent Order.

A hearing was held in this matter on August 8, 2006. The Amended Order of the Single Commissioner was filed November 7, 2006 (R. pp. 5-8). No appeal from this order was made.

On Time Transportation filed a Declaratory Judgment action pursuant to S.C. Code Section 42-7-200, having Case No. 2008-CP-42-2822, wherein it was alleged that the lien filed against On Time Transportation on September 28, 2007 (R. pp.16-17), by the South Carolina Uninsured Employer's Fund should be declared null and void since On Time Transportation was not Claimant's proper "employer".

An Order was signed July 8, 2010, and filed July 9, 2010 (R. pp. 9-10), whereby the Circuit Court judge ultimately declared the lien filed by the SCUEF "null and void, dissolved and vacated". It is from this Order that this appeal is made.

ARGUMENT

This workers' compensation claim was initiated by the filing of a Form 50 by the Claimant, Dennis Meadows (R. p. 14). The Form 50 alleged that both On Time Transportation, Inc. and Fleet Force were employers of the Claimant. The issue as to whether or not On Time Transportation was an employer, "upstream employer", or statutory employer, was at issue in the hearing held before the Workers' Compensation Commission held August 8, 2006. On Time Transportation failed to appear and raise any defense including the defense it attempted to raise at the Declaratory Judgment hearing that a "staff leasing arrangement" existed.

Greg Trapp, President of Fleet Force, Inc. appeared by filing a Form 51 Answer on behalf of Fleet Force, Inc. on March 3, 2005 (R. p. 15). In the Form 51 response number 3, Trapp admits "that the relationship of employer and employee existed at the time in question". Mr. Trapp also provided to the Commission a Form 20 statement of wages (R. p. 53). Further, Mr. Trapp submitted to Coverage and Compliance Division of the Commission a "Questionnaire for Uninsured Employer" (R. p. 50) wherein he indicated that the Claimant was not an employee of On Time Transportation, but in the next response (8) indicates that On Time Transportation was an "upstream" employer.

On Time Transportation failed and neglected to answer or otherwise appear in this matter. No one from On Time Transportation even attended the hearing which was

scheduled for August 8, 2006 (R. p. 51). Further, no appeal was made on behalf of On Time Transportation. The Order of the Commission is the law of the case and that makes Fleet Force and On Time Transportation jointly and severally liable for the payments made by the SCUEF on this claim.

At issue in the workers' compensation hearing was the employee/employer relationship. At the hearing, the parties stipulated that the Claimant was injured while working for "On Time Transportation/Fleet Force" (R. p. 6). Thereafter, the Order finds that the "EMPLOYER" (emphasis added) is to pay all casually related medicals to date, "The employer is directly liable for the payment of this claim. If the employer should fail and neglect to make proper payment pursuant to this Order, then the South Carolina Uninsured Employers' Fund shall make payment with the rights of subrogation against the employer". (R. pp. 7-8). Because this Order was not appealed, it becomes the law of the case.

On Time Transportation, by filing a Declaratory Judgment action, attempted to re-litigate issues already decided by the South Carolina Workers' Compensation Commission.

In the Commission's Order, On Time Transportation is never separated from Fleet Force as an "Employer". They were both alleged to be employers by the Claimant, and pursuant to the Commission's Order they are both the "employer". At no time was On Time Transportation dismissed as a party to this action.

A Consent Order (R. pp. 2-4) was entered into between Scott B. Garrett, on behalf of Fleet Force, the Claimant, and the SCUEF on October 17, 2005. The Consent Order states, "Fleet Force, employer/defendant, admits an injury to the claimant's cervical spine on April 20, 2004 within the course and scope of his employment with Fleet Force at On Time Transportation in Roebuck, South Carolina. It further consents to jurisdiction, and payment of the claim. The Consent Order in no way accepts sole liability or in any way releases On Time Transportation from the action or from any liability. Fleet Force can certainly be an "employer" without negating the fact that On Time Transportation was also an employer or statutory employer under the South Carolina Workers' Compensation Act.

The Declaratory Judgment Order on appeal herein states, "Under S.C. Code Section 40-68-70(E) provides that in a staff leasing arrangement between an owner (client company) and a staff leasing company (licensee), "The licensee is the employer of the employees assigned to a client company." The Court finds from the exhibits handed up during the hearing in this matter that the Plaintiff in the case before the S.C. Workers' Compensation Commission was the client company and that Fleet Force was the licensee and therefore, Fleet Force, Inc. was the employer under the Commission's Order dated November 7, 2006, Exhibit B to the Complaint."

There is nothing in either the Consent Order or Order of the Single Commissioner that dismisses On Time Transportation from the case or relieves it of any liability. Both Fleet Force and On Time Transportation were alleged to be the employer. On Time failed to Answer or attend the hearing and no appeal was made from that Order.

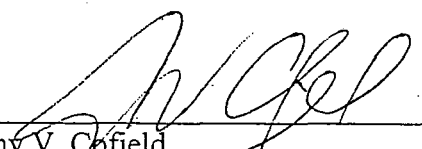
This is an argument that, perhaps, could have been made had On Time Transportation had ever appeared in this matter, but they did not. There was never any defense made or evidence ever presented by either alleged employer regarding a staff leasing company. There is no evidence in the record that any such ever existed.

The doctrine of res judicata bars relitigation of the same cause of action and doctrine of collateral estoppel bars relitigation of the same facts or issues necessarily determined in the former hearing. Liberty Mut. Ins. Co. v. Employers Ins. of Wassau, 284 S.C. 234, 325 S.E. 2d 566 (1985). On-Time Transportation cannot raise any issues which were adjudicated or might have been raised in the former suit. Pye v. Aycock, 325 S.C. 426, 480 S.E.2d 455(S.C.App.1997) The issues as to proper employer were clearly raised and ruled upon at the workers' compensation hearing. The Declaratory Judgment hearing before the Circuit Court circumvents proper appellate procedure established by the Administrative Procedures Act.

CONCLUSION

The issues and subject matter raised by the Declaratory Judgment Order at issue are barred by the doctrines of collateral estoppel and res judicata. On Time Transportation was named as an employer/defendant in the action brought before the S. C. Workers' Compensation Commission. It was Ordered that the "employer" was liable for the claim. On Time failed to answer or otherwise appear in that action, and cannot thereafter seek to relitigate those issues to have its' lien voided in a declaratory judgment action. The Order of the Circuit Court, therefore, should be reversed.

Respectfully submitted,



Amy V. Cofield
COFIELD LAW FIRM
809 S. Lake Drive
Lexington, SC 29072
(803) 951-0389

November 19, 2010

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

Hon. J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc.....Employer, Respondent,

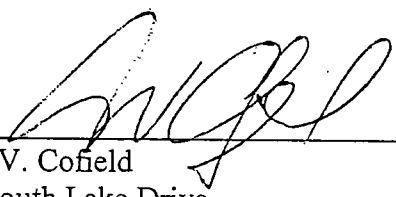
v.

SC Workers' Compensation Uninsured Employer's Fund.....Appellant.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Final Brief of Appellant complies with Rule 211(b),
SCRCP.

Cofield Law Firm



Amy V. Cofield
809 South Lake Drive
Lexington, SC 29072
(803) 951-0389
Attorney for the Appellant

November 19, 2010

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

Hon. J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc.....Employer, Respondent,

v.

SC Workers' Compensation Uninsured Employer's Fund.....Appellant.

PROOF OF SERVICE

I certify that I have served a copy of the Final Brief of the Appellant, Certificate of Counsel and Proof of Service on all counsel of record by depositing a copy of it in the United States Mail, postage prepaid, on November 23, 2010 addressed to Duke K. McCall, Jr., Attorney for On Time Transportation, Leatherwood Walker Todd & Mann, PC, The Leatherwood Plaza, 300 East McBee Avenue, suite 500, PO Box 87, Greenville, SC 29602.

Cofield Law Firm



Amy V. Cofield
809 South Lake Drive
Lexington, SC 29072
(803) 951-0389
Attorney for the Appellant

November 23, 2010

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc., Employer Respondent

v.

SC Workers' Compensation Uninsured Employer's Fund Appellant

FINAL BRIEF
OF
RESPONDENTS

SMITH MOORE LEATHERWOOD LLP

By: Duke K. McCall, Jr., SC Bar #3720
Zandra L. Johnson, SC Bar #72014
300 E. McBee Avenue, Post Office Box 87
Greenville, SC 29602-0087
(864) 242-6440 / (864) 240-2498 (Fax)
Attorneys for Respondent

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Liberty Mut. Ins. Co. v. Employers of Wausau,
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STATUTES

S.C. Code § 40-68-70(E).....4

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STATEMENT OF ISSUE ON APPEAL

Whether the Circuit Court's declaration that Appellant's lien was null and void should be vacated pursuant to the doctrines of *res judicata* and collateral estoppel.

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STATEMENT OF THE CASE

This appeal arises out of declaratory judgment action. Appellant South Carolina Workers' Compensation Uninsured Employers' Fund ("UEF"), filed a Notice of Lien against Respondent, On Time Transportation, Inc. in the Office of the Register Mesne Conveyance for the County of Spartanburg. (R. pp. 16-17). The Notice of Lien was filed based on a November 7, 2006 Order of the South Carolina Workers' Compensation Commission issued in a workers compensation claim brought by Dennis Meadows, as an employee, against "On Time Transportation/Fleet Force", as employer. (R. pp. 5-8). The UEF was subsequently added as a defendant after it was determined that neither On Time Transportation nor Fleet Force had workers' compensation insurance in South Carolina.

On Time Transportation, Inc. contracted with Fleet Force, a staff leasing company, to provide employees, administer payroll, pay benefits, take care of employee withholding and to provide workers' compensation benefits for it in South Carolina. (R. p. 50; R. p. 48; R. pp. 11.13; R. pp. 31-47). Mr. Meadows was one of the employees provided by Fleet Force. Mr. Meadows was injured while performing tasks assigned to him by On Time Transportation pursuant to its contract with Fleet Force. (R. p. 14; R. p. 15; R. p. 53). Meadows applied for and received workers' compensation benefits paid by Fleet Force as his employer. (R. p. 14; R. p. 15). At some point, Fleet Force failed to make payment of the workers' compensation benefits to Mr. Meadows. In order to remedy this failure, Fleet Force, by Consent Order of the S.C. Workers Compensation Commission (dated October 17, 2005), agreed to pay to Mr. Meadows indemnity benefits to which he was entitled as well as to provide medical benefits. Fleet Force became insolvent sometime thereafter. (R. pp. 2-4). Upon learning of Fleet Force's insolvency, the UEF filed a Notice of Lien against On Time Transportation. (R. pp. 16-17).

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On May 10, 2010, Respondent filed a Declaratory Judgment Action in the Court of Common Pleas of Spartanburg County against the UEF seeking a declaration that it was not liable to the UEF for benefits paid Mr. Meadows and further requesting that the Lien filed by the UEF against it be cancelled of record. (R. pp. 18-30). Appellant filed an Answer wherein it asserted that the issues raised by Respondent had already been decided and further asserted counterclaims. By Order dated July 8, 2010 and filed July 9, 2010, the Court declared the lien filed by Appellant to be null and void and further instructed that it be dissolved and vacated. (R. pp. 9-10).

Appellant served its Notice of Appeal August 3, 2010.

ARGUMENT

THE LOWER COURT PROPERLY FOUND THAT THE SOUTH CAROLINA WORKERS' COMPENSATION UNINSURED EMPLOYERS' FUND'S LIEN AGAINST ON TIME TRANSPORTATION, INC. WAS NULL AND VOID.

The Circuit Court properly found that there was no basis for the UEF's assertion of a lien against On Time Transportation, Inc. The Appellant's attempt to avoid this finding by citing to principles of collateral estoppel and *res judicata* are misplaced and wholly without merit.

Appellant's entire argument requires a finding that Respondent On Time Transportation was Mr. Meadows' employer at the time he was injured. However, that argument attempts to circumvent the admission by Fleet Force, Inc. that it (not On Time Transportation) was the employer on the claim. (R. p. 50).

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It was never disputed that Fleet Force, Inc. is a staff leasing company and that it provided employees as well as provided those employees with benefits, inclusive of workers' compensation benefits. (R. p. 50; R. p. 48; R. pp. 11-13; R. pp. 31-47). As dictated by South Carolina Code Section 40-68-70(E), "the licensee is the employer of the employees assigned to a client company." In this case, the licensee is Fleet Force making it the employer of all employees it assigned to On Time Transportation, including Mr. Meadows. This was conceded in the Consent Order entered into by Fleet Force, Inc. and the UEF in resolving the issues relating to liability for payment of benefits to Mr. Meadows. (R. pp. 2-4).

Neither the doctrine of collateral estoppel nor that of *res judicata* has any applicability here and so, neither bars the declaratory judgment action brought by On Time Transportation. *Res judicata* precludes relitigation of a claim or cause of action while collateral estoppel bars the relitigation of facts or issues determined in a prior action. Liberty Mut. Ins. Co. v. Employers of Wausau, 284 S.C. 234, 325 S.E.2d 566 (Ct. App. 1985).

Collateral estoppel is applicable only when the issue of fact or law was actually litigated and determined by a valid and final judgment so long as the determination was essential to the judgment rendered. Carman v. South Carolina Alcoholic Beverage Control Comm'n, 317 S.C. 1, 6, 451 S.E.2d 383, 386 (1994). In this case, whether or not On Time Transportation was Mr. Meadows' employer was never an issue of fact or law. Rather, it was admitted by Fleet Force, Inc. that it was Mr. Meadows' employer, that it was a staff leasing company and further that it was responsible for the payment of workers' compensation benefits to Mr. Meadows. (R. p. 50; R. pp. 2-4). As pointed out by Appellant, Fleet Force, before assuming the liability for Mr. Meadows' workers compensation benefits, confirmed that Mr. Meadows was NOT an employee of On Time Transportation. (R. p. 50). Fleet Force acknowledged that it was the employer of Mr. Meadows and further that it was responsible for payment of his workers compensation

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benefits. Fleet Force, Inc.'s Questionnaire for Uninsured Employer). Consequently, there was no litigation of the issue as to who was Mr. Meadows' employer.

Appellant's arguments do not fare any better under the much broader doctrine of *res judicata*. In South Carolina, *res judicata* precludes the "relitigation of issues previously decided between the same parties." Johnson v. Greenwood Mills, 317 S.C. 248, 250-251, 452 S.E.2d 832, 833 (1994). In order for the bar to apply, the following must be shown: (1) the parties in the current action are identical to those in the prior action; (2) the subject matter in the current action is the same as that in the prior action; (3) there was a determination of the issue presented in the prior action. Although the subject matter in this action is arguably the same as that in the action involving Fleet Force, the parties are not identical. Moreover, as explained above, the issue of On Time Transportation's status as employer was never litigated and was not determined in the prior action.

Appellant's attempt to lump On Time Transportation and Fleet Force together as "one employer" is disingenuous given that the Consent Order executed by Appellant's counsel and counsel for Fleet Force did not include On Time Transportation at all. Fleet Force's admission that it was Mr. Meadows' employer and that it was responsible for payment of benefits to him is an acceptance of sole responsibility for that payment of benefits. At no point during the proceedings did either the Appellant or Fleet Force argue that On Time Transportation was the employer of Mr. Meadows. As far as On Time Transportation was concerned, Fleet Force had lived up to its contractual obligations by admitting that it was Mr. Meadows' employer and was responsible. There was simply no reason at all for the issue to be litigated. Simply put, whether or not On Time Transportation was the employer of Mr. Meadows was never an issue. It was rendered and deemed a non-issue by all, including Appellant, when Appellant elected to


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accept Fleet Force's admission and agreement to be responsible for the benefits to Mr. Meadows.

CONCLUSION

In the related, prior action, whether On Time Transportation was the Claimant's employer was never an issue. It was precluded from being an issue and so was never pursued by any party, including Appellant, because it was rendered moot by Fleet Force's admission that it was the employer and by Fleet Force's acceptance of responsibility for the benefits, indemnity and medical, payable to the Claimant. Neither collateral estoppel or *res judicata* precluded On Time Transportation's declaratory judgment action. Consequently, the Circuit Court was correct in determining that the lien filed against On Time Transportation was without any basis in law or fact. For these reasons, this Court should affirm the Order of the lower Court consistent with the arguments set forth herein.

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Attorneys for Respondent

November 16, 2010

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Hon. J. Derham Cole, Circuit Court Judge

Case No. 2010168546

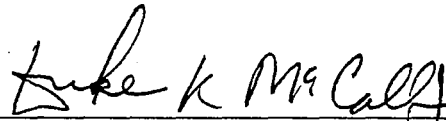
On Time Transportation, Inc.Employer, Respondent,

v.

SC Workers' Compensation Uninsured Employer's Fund.....Appellant.

CERTIFICATE OF COUSEL

The undersigned certifies that the Respondent's Final Brief complies with Rule 211(b), SCRPC.



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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Hon. J. Derham Cole, Circuit Court Judge

Case No. 2010168546

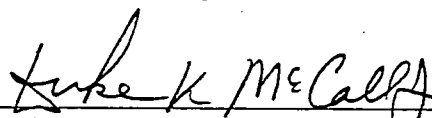
On Time Transportation, Inc.Employer, Respondent,

v.

SC Workers' Compensation Uninsured Employer's FundAppellant.

PROOF OF SERVICE

I certify that I have served a copy of the Final Brief of Respondents was served on all counsel of record by mailing copies of the same with postage prepaid on November 17th, 2010, addressed to Amy V. Cofield, 809 South Lake Drive, Lexington, SC 29072.



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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**

On Time Transportation, Inc., Respondent,

v.

SC Workers' Compensation
Uninsured Employer's Fund, Appellant.

Appeal From Spartanburg County
J. Derham Cole, Circuit Court Judge

Unpublished Opinion No. 2011-UP-581
Heard December 7, 2011 – Filed December 20, 2011

AFFIRMED

Amy V. Cofield, of Lexington, for Appellant.

Duke K. McCall, Jr., of Greenville, for Respondent.

PER CURIAM: This appeal arises out of a declaratory judgment action filed by Respondent On Time Transportation Inc. (On Time Transportation). Appellant South Carolina Workers' Compensation Uninsured Employer's Fund (the Fund) appeals the circuit court's finding that the lien filed by the Fund against On Time Transportation is null and void.

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On appeal, the Fund argues: (1) the issues presented in the declaratory judgment hearing were previously adjudicated in an unappealed ruling by a workers' compensation commissioner; (2) the issues decided by the single commissioner are the law of the case; and (3) the issue of whether On Time Transportation was an employer under section 40-68-70(E) of the South Carolina Code (2011) was raised for the first time in the declaratory judgment action. We affirm pursuant to Rule 220(b), SCACR, and the following authorities: Elam v. S.C. Dep't of Transp., 361 S.C. 9, 23, 602 S.E.2d 772, 779-80 (2004) ("Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court."); RRR, Inc. v. Toggas, 378 S.C. 174, 185, 662 S.E.2d 438, 443 (Ct. App. 2008) (noting a party cannot raise an issue for the first time on appeal); Germain v. Nichol, 278 S.C. 508, 509, 299 S.E.2d 335, 335 (1983) ("Appellant has the burden of providing this Court with a sufficient record upon which this Court can make its decision.").

AFFIRMED.

HUFF, PIEPER, and LOCKEMY, JJ., concur.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

J. Derham Cole, Circuit Court Judge

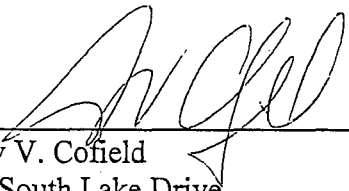
Unpublished Opinion No. 2011-UP-581

On Time Transportation, Inc.,Respondent,

v.

SC Workers' Compensation Uninsured Employers' Fund,
.....Appellant.

PETITION FOR REHEARING



Amy V. Cofield
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(803) 951-0389
Attorney for Appellant

PETITION FOR REHEARING

Pursuant to Rule 221 of the South Carolina Appellate Court Rules, the South Carolina Uninsured Employers' Fund (the Fund), Appellant, requests rehearing of this case decided in Opinion No. 2011-UP-581, filed December 20, 2011.

This matter is an appeal from a Declaratory Judgment action filed by On Time Transportation, Inc., an Employer/Defendant. It initiated from a workers' compensation matter. Dennis Meadows, Claimant, filed a Form 50 seeking benefits for an alleged workers' compensation accident. The claim was filed by Meadows against alleged employers, "On Time Transportation/Fleet Force". A hearing was held before the SC Workers' Compensation Commission and an Order was issued. Thereafter, the SC Uninsured Employers' Fund filed a lien against both On Time Transportation and Fleet Force.

On Time Transportation filed a declaratory judgment action alleging that it was not a proper employer in the previous workers' compensation case and that the lien filed by the SC Uninsured Employer's Fund against On Time should be declared null and void.

Respondent had failed to answer or otherwise appear in the workers' compensation action in essence, Respondent was seeking to have the issue of whether or not On Time Transportation was an "employer" re-litigated in a Declaratory Judgment action.

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ARGUMENT

I. In this appeal from the Circuit Court Declaratory Judgment Order, the Court of Appeals has erred by:

1. Inaccurately setting forth the Fund's argument; and
2. Failing to rule on the issues on appeal, but instead, declaring the Order to be affirmed pursuant to Rule 220(b) and case law.

The Court of Appeals inaccurately set forth the Fund's argument. The Court found:

“the Fund argues: (1) the issues presented in the declaratory judgment hearing were previously adjudicated in an unappealed ruling by a workers' compensation commissioner; (2) the issues decided by the single commissioner are the law of case; and (3) the issue of whether On Time Transportation was an employer under section 40-68-70(E) of the South Carolina Code (2011) was raised for the first time in the declaratory judgment action.”

The Court's recitation of the Fund's argument above Numbers (1) and (2) are accurate. The Fund argued that the issues presented in the declaratory judgment action were previously adjudicated in an unappealed ruling by the Workers' Compensation Commissioner, thereby making the decision of the Single Commissioner the law of the case. However, the Court incorrectly states Number (3), “the issue of whether On time Transportation was an employer under Section 40-68-70(E) of the South Carolina Code (2011) was raised for the first time in the declaratory judgment action.”

It was clearly the Fund's argument as set forth in its Brief and in Oral Argument that the issue of whether On Time Transportation was an Employer was previously adjudicated before the SC Workers' Compensation Commission and that by filing a

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Declaratory Judgment action, the Respondent was attempting to re-litigate the same issues.

In its Brief to the Court of Appeals, Appellant lists in the Table of Contents its Arguments. "The issues presented in this declaratory judgment hearing were properly adjudicated in the hearing before the SC Workers' Compensation Commission:

- a. On Time Transportation failed to answer, or appear in the hearing before the South Carolina Workers' Compensation, and did not appeal the Order of the South Carolina Workers' Compensation Commission.
- b. On Time Transportation/Fleet Force were ordered by the South Carolina Workers' Compensation Commission to be "Employer" and liable for the claim. This Order is the law of the case.
- c. Doctrines of collateral estoppel and res judicata bar this Declaratory Judgment action." (Appellant Brief Pg. 1)

The Appellant also included a clear Statement of Issues Presented:

1. Did the Circuit Judge err in hearing the Declaratory Judgment action and determining that On Time Transportation was not liable as an "employer" under S.C. Code Section 40-68-70(E) because of an alleged staff leasing arrangement, when such issue has never been raised and no evidence presented?
2. If the determination of liability and whether or not On Time Transportation was an "employer" under the South Carolina Workers' Compensation Act was an issue properly before the Workers' Compensation Commission can it now be litigated in a Declaratory Judgment action?
3. Were the issues addressed in the Declaratory Judgment action previously at issue before the SC Workers' Compensation Commission so that the Order when not appealed, becomes the law of the case? (Appellant Brief Pg. 3)

It was clearly the Appellant's position that the issue of whether On Time Transportation was an Employer was raised previously at the Workers' Compensation

Commission and again before the Circuit Court (although improperly). It was never the position of the Fund that this issue was raised for the first time in the Declaratory Judgment action.

II. The Court of Appeals erred as a matter of law in affirming the Circuit Court's decision "pursuant to Rule 220 (B) SCACR and the following authorities; *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 23, 602 S.E.2d 772, 779-80 (2004) (Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court."); *RRR, Inc. v. Toggas*, 378 S.C. 174, 188, 662 S.E.2d 438, 443 (Ct. App. 2008) (noting a party cannot raise an issue for the first time on appeal); *Germain v. Nichol*, 278 S.C. 508, 509, 299 S.E.2d 335, 335 (1983) ("Appellant has the burden of providing this Court with a sufficient record upon which this Court can make its decision)."

Although the Court's Order is vague in this finding, it appears that the Court finds that the Record is insufficient to establish that this issue was raised below.

The Record on Appeal is clearly sufficient to support a Court's decision of the issue as to whether or not On Time Transportation was an "employer" was previously adjudicated under the SC Workers' Compensation Act prior to its filing of the declaratory judgment action.

First, the Record on Appeal contains the Form 50 (initial pleading) filed by the Claimant (See R., p. 14). The Form 50 clearly shows a caption alleging Dennis Meadows as the Claimant and alleging the Employer to be On Time Transportation/Fleet Force. Further, the Claimant alleges, "the relationship of Employer and Employee existed at the time of the injury". Fleet Force prepared a responsive pleading in its Form 51. Number (3) states that Fleet Force admitted that the relationship of the Employer/Employee

existed at the time in question.(R., p. 15) Fleet Force did not answer or appear on behalf of On Time Transportation. On Time Transportation failed and neglected to prepare its answer by way of a Form 51, nor did On Time Transportation appear at the hearing or appeal the Order.

Clearly the issue of whether or not On Time Transportation/Fleet Force were Employers under the SC Workers' Compensation Act was raised before the SC Workers' Compensation Commission.

The Respondent's complaint to the Circuit Court in the Declaratory Judgment action raises the issue in Paragraph Number 8. "The Plaintiff is informed and believes that the Order, Exhibit B, upon which their lien is based, does not declare the Plaintiff as the Employer of Dennis Meadows, and alleged injured party, but instead, declares the co-defendant Fleet Force as the Employer."(R., p. 18)

Although the Answer to this complaint was inadvertently omitted from the Record on Appeal, the Respondent conceded in the Statement of the Case, "Appellant filed an answer wherein it asserted that the issues raised by Respondents had already been decided and further asserted counterclaim". Rules of Appellate Procedure Rule 208 (b)(1)(C) provides that "Any matters stated or alleged in Appellants' statement shall be binding on Appellant." Further, Rule 210(h) establishes that a review is limited to the Record on Appeal "except as provided by Rule 212 and Rule 208(b)(1)(C) and (2)". Therefore it is uncontroverted that this issue was raised below.

Therefore, it is clear in the Record on Appeal and Respondents' Statements of the Case, that the issue of whether or not On Time Transportation was an Employer was raised in its Declaratory Judgment action before the Circuit Court.

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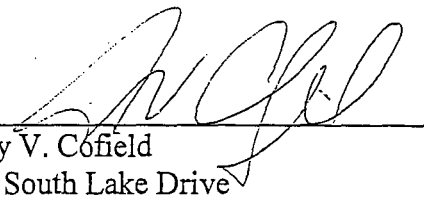
CONCLUSION

For all these reasons, Appellant respectfully requests that the Court reconsider its decision in this case, rehear the matter with oral argument, review all the evidence, arguments and authorities relied upon in Appellant's submissions, and issue an Order on the issues presented in the appeal.

Respectfully submitted,

COFIELD LAW FIRM

By:



Amy V. Cofield
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Lexington, South Carolina
December 29, 2011

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Commons Pleas

J. Derham Cole, Circuit Court Judge

Unpublished Opinion No. 2011-UP-581

On Time Transportation, Inc.,Respondent,

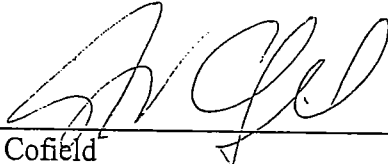
v.

SC Workers' Compensation Uninsured Employers' Fund,
.....Appellant.

CERTIFICATE OF SERVICE

I certify that I have served the PETITION FOR REHEARING by depositing a copy of it in the United States Mail, postage prepaid, on December 29, 2011 addressed to attorney, Duke K. McCall, Jr., Esquire, Leatherwood Walker Todd and Mann, PC, The Leatherwood Plaza, 300 East McBee Avenue, Suite 500, PO Box 87, Greenville, SC 29602.

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December 29, 2011

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc., Employer.....Respondent,

v.

S.C. Workers' Compensation Uninsured Employer's Fund..... Appellant.

RESPONDENT'S REPLY
TO
APPELLANT'S PETITION FOR REHEARING

SMITH MOORE LEATHERWOOD LLP
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THIS COURT PROPERLY FOUND THAT THE SOUTH
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Conclusion6

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STATEMENT OF ISSUE ON APPEAL

Whether the Circuit Court's declaration that Appellant's lien was null and void should be vacated pursuant to the doctrines of *res judicata* and collateral estoppel.

STATEMENT OF THE CASE

This appeal arises out of declaratory judgment action. Appellant South Carolina Workers' Compensation Uninsured Employers' Fund ("UEF"), filed a Notice of Lien against Respondent, On Time Transportation, Inc. in the Office of the Register Mesne Conveyance for the County of Spartanburg. (R. pp. 16-17). The Notice of Lien was filed based on a November 7, 2006 Order of the South Carolina Workers' Compensation Commission issued in a workers compensation claim brought by Dennis Meadows, as an employee, against "On Time Transportation/Fleet Force", as employer. (R. pp. 5-8). The UEF was subsequently added as a defendant after it was determined that neither On Time Transportation nor Fleet Force had workers' compensation insurance in South Carolina.

On Time Transportation, Inc. contracted with Fleet Force, a staff leasing company, to provide employees, administer payroll, pay benefits, take care of employee withholding and to provide workers' compensation benefits for it in South Carolina. (R. p. 50; R. p. 48; R. pp. 11.13; R. pp. 31-47). Mr. Meadows was one of the employees provided by Fleet Force. Mr. Meadows was injured while performing tasks assigned to him by On Time Transportation pursuant to its contract with Fleet Force. (R. p. 14; R. p. 15; R. p. 53). Meadows applied for and received workers' compensation benefits paid by Fleet Force as his employer. (R. p. 14; R. p. 15). At some point, Fleet Force failed to make payment of the workers' compensation benefits to Mr. Meadows. In order to remedy this failure, Fleet Force, by Consent Order of the S.C. Workers Compensation Commission (dated October 17, 2005), agreed to pay to Mr. Meadows indemnity benefits to which he was entitled as well as to provide medical benefits. Fleet Force became insolvent sometime thereafter. (R. pp. 2-4). Upon learning of Fleet Force's insolvency, the UEF filed a Notice of Lien against On Time Transportation. (R. pp. 16-17).

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On May 10, 2010, Respondent filed a Declaratory Judgment Action in the Court of Common Pleas of Spartanburg County against the UEF seeking a declaration that it was not liable to the UEF for benefits paid Mr. Meadows and further requesting that the Lien filed by the UEF against it be cancelled of record. (R. pp. 18-30). Appellant filed an Answer wherein it asserted that the issues raised by Respondent had already been decided and further asserted counterclaims. By Order dated July 8, 2010 and filed July 9, 2010, the Court declared the lien filed by Appellant to be null and void and further instructed that it be dissolved and vacated. (R. pp. 9-10).

Appellant served its Notice of Appeal August 3, 2010. This Court issued its Opinion which was filed on December 20, 2011. The Appellant filed a Motion for Rehearing on December 29, 2011.

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ARGUMENT

THIS COURT PROPERLY FOUND THAT THE SOUTH CAROLINA WORKERS' COMPENSATION UNINSURED EMPLOYERS' FUND'S LIEN AGAINST ON TIME TRANSPORTATION, INC. WAS NULL AND VOID.

The Circuit Court properly found that there was no basis for the UEF's assertion of a lien against On Time Transportation, Inc. The Appellant's attempt to avoid this finding by citing to principles of collateral estoppel and *res judicata* are misplaced and wholly without merit.

Appellant's entire argument requires a finding that Respondent On Time Transportation was Mr. Meadows' employer at the time he was injured. However, that argument attempts to circumvent the admission by Fleet Force, Inc. that it (not On Time Transportation) was the employer on the claim. (R. p. 50).

In its Petition for rehearing the Appellant asserts that its Brief is evidence as to what took place in the hearing before the lower court and its Brief is authority for the arguments it asserted in the lower Court Hearing. This assertion is misplaced.

The Appellant failed to provide this Court a copy of the Transcript of the arguments and discussions of counsel with the lower Court. The Appellant had the burden and duty under Rule 210(c) to include "all matter designated to be included by any party . . ." Respondents requested the Appellant to include in the Record on Appeal "2. All matter referenced by Appellant in its Initial Brief; . . ." See Exhibit A attached.

Appellant cannot now come before this Court and contend something was said or took place in the lower Court Hearing when it failed to include a copy of the transcript of that Hearing in the Record on Appeal. The Record on Appeal is not sufficient to support the contentions of the Appellant and its assertions whether in its Brief or its Petition for Rehearing are not evidence.

Appellant ignores the Consent Order it signed on October 17, 2005 which found that the

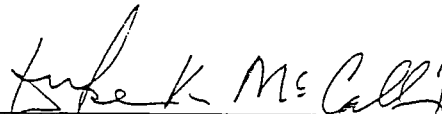
co-defendant was the employer of Dennis Meadows. There is no finding as to the status of the Respondent in that Consent Order which clearly, since it was a Consent Order, the Appellant had an opportunity for the South Carolina Workers' Compensation Commission to determine the status of the Respondent. It failed to do so. This occurred long after the Form 50 was filed and after the Answer of Fleet Force, Form 51, was filed. It should be noted in its Answer Fleet Force admitted it was the employer of Dennis Meadows. Therefore, it is submitted that with this admission of the co-defendant, Fleet Force, and the Consent Order of October 17, 2005, signed by the Appellant, the employer of Dennis Meadows had been determined and the employer was not the Respondent.

Respondent would referenced its Brief for further arguments in support of this Courts Opinion filed on December 20, 2011.

CONCLUSION

It is submitted that the Appellant's Motion of Rehearing should be denied. In the related, prior action, whether On Time Transportation was the Claimant's employer was never an issue. It was precluded from being an issue and so was never pursued by any party, including Appellant, because it was rendered moot by Fleet Force's admission that it was the employer and by Fleet Force's acceptance of responsibility for the benefits, indemnity and medical, payable to the Claimant. Neither collateral estoppel nor *res judicata* precluded On Time Transportation's declaratory judgment action. Consequently, the Circuit Court was correct in determining that the lien filed against On Time Transportation was without any basis in law or fact. For these reasons, this Court should again re-affirm the Order of the lower Court consistent with the arguments set forth herein, and deny Appellant's Motion for Rehearing.

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January 4, 2012

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EXHIBIT "A"

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Derham Cole, Circuit Court Judge

Case No. 2010168546

On Time Transportation, Inc., Employer.....Respondent,

v.

S.C. Workers' Compensation Uninsured Employer's Fund..... Appellant.

RESPONDENT'S
DESIGNATION OF MATTER TO BE INCLUDED IN RECORD ON APPEAL

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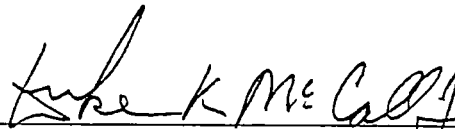
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Respondent, by and through their undersigned attorney, hereby designates the following materials to be included in the Record on Appeal in the above-captioned action:

1. All matter designated by the Appellant;
2. All matter referenced by Appellant in its Initial Brief;
3. Employee's Request for Hearing (Form 50) dated February 11, 2005;
4. Employer's/Fleet Force, Inc.'s Answer to Request for Hearing (Form 51) dated March 3, 2005;
5. Fleet Force, Inc.'s Questionnaire for Uninsured Employer (undated);
6. Consent Order between South Carolina Workers Compensation Uninsured Employer's Fund and Fleet Force, Inc. dated October 17, 2005;
7. Amended Order of South Carolina Workers Compensation Commission filed November 7, 2006;
8. On Time Transportation, Inc.'s Declaratory Judgment Action Complaint, with exhibits, filed May 30, 2010;
9. South Carolina Workers' Compensation Uninsured Employers' Fund Notice of Lien filed dated September 18, 2007;
10. Fleet Force, Inc.'s Certificate of Liability Insurance by Granite State Insurance Co. dated February 24, 2004;
11. Fleet Force, Inc. v. Dennis Meadows Declaratory Judgment Action filed in Franklin County, Alabama on January 6, 2005;
12. Employer's/Fleet Force, Inc.'s First Report of Injury Form filed pursuant to the Alabama Workers Compensation Law, dated May 11, 2004;
13. Fleet Force, Inc.'s Transaction History Report for Dennis Dewayne Meadows covering period April 25, 2003 through April 16, 2004;

14. Employer's/Fleet Force, Inc.'s Statement of Earnings of Injured Employee (Form 20) for Dennis Meadows (undated); and
15. Order of J. Derham Cole dated July 8, 2010 and filed July 9, 2010.

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October 15, 2010

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Attorney for Respondent SC Uninsured Employers' Fund

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Hon. J. Derham Cole, Circuit Court Judge

Case No. 2010168546

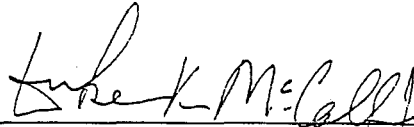
On Time Transportation, Inc.Employer, Respondent,

v.

SC Workers' Compensation Uninsured Employer's FundAppellant.

PROOF OF SERVICE

I certify that I have served a copy of the Respondent's Reply to Appellant's Motion for Rehearing on all counsel of record by mailing copies of the same with postage prepaid on January 4th, 2012, addressed to Amy V. Cofield, 809 South Lake Drive, Lexington, SC 29072.



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Attorneys for Employer, Respondent

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The South Carolina Court of Appeals

On Time Transportation, Inc.,

Respondent,

v.

SC Workers' Compensation Uninsured
Employer's Fund,

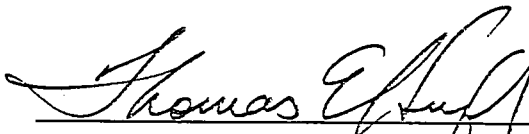
Appellant.

The Honorable J. Derham Cole
Spartanburg County
Trial Court Case No. 2008-CP-42-2822

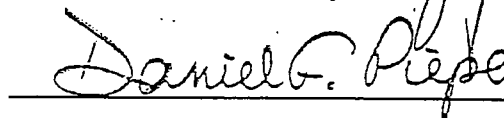
ORDER DENYING PETITION FOR REHEARING

PER CURIAM: After a 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.

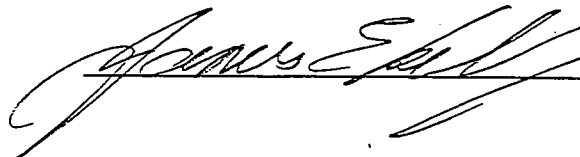
It is, therefore, ordered that the Petition for Rehearing be denied.



Huff, J.



Pieper, J.



Lockemy, J.

cc: Amy V. Cofield, Esquire
Duke K. McCall, Jr., Esquire

FILED

January 13, 2012

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