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MAY 30 2018
SC Court of Appeals

BEFORE THE SOUTH CAROLINA
COURT OF APPEALS
1015 SUMTER ST, #5
COLUMBIA, SC 29201

BOBBY ANDERSON,
CLAIMANT,
vs.
AMAZON - CAE1 WEST COLUMBIA,
EMPLOYER

WCC FILE NO.: 1612632

MOTION OF APPEAL

I ask the court of appeal to accept my motion to appeal the judgement of Commissioner T. Scott Beck of Workman Compensation dated February 28, 2018

I ask for the court reconsideration, and show that the Court overlooked many material facts in the records, as well as controlling authority which would require a different judgment from that rendered by the workman compensation. I am appealing T. Scott Beck decision due to false or disinformation that was stated in his order for his decision. The moving party is trying remove responsibility and shift responsibility when they have a responsibility because the injury took place during my employment .

Why I am so late filing this appeal with the court of appeal because my appeal with workman compensation was administratively dismissed because they said that I didn't file the appropriate filing fee with my appeal within the required time period. I had sent them a promissory note as legal tender for payment of a filing fee on May 7, 2018. On their document dated May 2, 2018 They didn't tell me what is the proper filing fee and how can I pay for something or discharge the filing fee if they won't provide me key information such as what form of currency or coinage does there agency accept. Which they kept the promissory note and dismissed my case.

APPEARANCES: Bobby Anderson, in propria persona, not pro se
Christopher C. Mingleorff, Attorney for Employer and Carrier of Charleston, SC

I, Bobby Anderson reserve all my rights and I don't waiver any of my rights and my rights are not restricted I don't voluntarily surrender them. After reserving my right explicitly, I can't voluntarily surrender them unless it is explicit I reserved my rights Uniform Commercial code Section 1-308 and 1-309 say if I don't reserve my rights I lose them. Law of obligations "the rights of the individual are restricted only to the extent that they have been voluntarily surrendered by the citizenship of the agencies of government." City of Dallas v Mitchell, 245 S.W.944 If I don't surrender my rights I don't lose them.

I ask that you hold my motion to a less stringent standard than formal pleading drafted by lawyers.

Haines v. Kerner, 404 U.S. 519 (1972) "Allegation such as those asserted by petitioner, however in artfully pleaded, are sufficient" "which we hold to less stringent standards than formal pleading drafted by lawyers"

APA SUBMISSIONS

Under the Administrative Procedures Act, The Following records were submitted into evidence at of the hearing but I tried to submit other document during the hearing and the commissioner would not accept them.

STIPULATIONS

I Bobby Anderson the Claimant filed an initial Form 50 on or about February 27, 2016 alleging a work-related injury occurring on or about "September 2016." I Bobby Anderson Claimant suffer a repetitive trauma mechanism injury to my back and bilateral legs and feet. My medical physician changed his medical opinion that I suffer from a work related injury supposedly Once he talked to Attorney for Employer and Carrier which they did not have my permission or consent too.

EVIDENCE OF THE CASE

I Bobby Anderson was hired as a picker for Amazon on August 1, 2016 on August 16, 2016, I filed for a leave of absence due to work-related injury and the intake person over the phone told me that I didn't qualify under the program to take a leave of absence and I wouldn't be able to get any type of income because I haven't been at the job long enough and she offer to put me under a different program which would give me some type of income stream while I seek help for my work related injury.

I Claimant returned back to work at Amazon under full duties on October 8, 2016. During this time I communicated to Amazon Human Resources Department that I need Accommodation due to my musculoskeletal injury and I reported blurry vision impairment because of my medication and also dizziness from the medication and also bathroom breaks because the medication had made me use the bathroom. Which I started getting all kind of of side effects. I Bobby Anderson Claimant did not communicated to Amazon that I no longer having any issues and I did not need any accommodation I object there assumption because I didn't tell them that I ask that the person the person that making this claim to go on record. I Bobby Anderson was told by Amazon that they would not be give me any type of accommodation.

On November 5, 2016 I Claimant Bobby Anderson was terminated from Amazon as a result of my injury's I tried my very best to reach production and Amazon wouldn't give me accommodation.

Amazon had offer me my job back prior to me returning back to work I requested for Accommodation and they told me that they wouldn't give me accommodation and they requested me to take additional leave of absence on December 15, 2016 because I still having issue because of my work related injury.

On January 16, 2017, I Bobby Anderson Claimant presented to James Goodson, NP at providence internal Medicine. I told Mr. Goodson that I don't recall any specific relating to my injury all I was at work lifting and pulling and bending and and run-walking at work and experiencing back and leg and feet inflammation. Mr Goodson told me that he believe that my injury are work-related and he wonder why I wasn't on worker compensation. I took his advance and file a claim.

My second leave of absence was denied because Mr Goodson wouldn't fill out the paper work.

FINDING OF FACT

1. I the Clamant Bobby Anderson, Didn't waiver any of my right. I had reserved my right which was an explicit

reservation of rights I didn't knowingly waived any of my rights for counsel. If you would read the record you would see that I made reservation of my rights and If you look at the forms I submitted with a red stamp to the workman compensation it was submitted without prejudice UCC-1-308 All Rights reserved. Protecting my constitutional right of life, liberty and property. Which UCC is contract law I didn't accept his offer I made my own contract which I reserved my right. I clearly made a reservation and I also stated in the hearing that I reserved all my rights and he proceeded on with the hearing depriving me my right that I reserved. **Section 242 of title 18 U.S.C** makes it a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the constitution or laws of the United States. Include acts not only done by federal, state, or local officials within their lawful authority, but also act done beyond the bounds of that official's lawful authority, if the acts are done while the official is purporting to or pretending to act in the performance of his or her official duties. I expressly deny any waiver or surrender of my rights to counsel. I didn't accept his contract term but rather then reserved my right without any risk to any performance and without any recourse in a manner demanded or offered by the other party so I then prejudice the rights reserved. I, am a beneficiary of the Trust, I explicitly reserved all my rights, **UCC 1-308** which was formally **UCC 1-207**. I reserve all of my right at all times and in all places, nunc pro tunc (now for then) from the time of my birth and forevermore, not to be compelled to perform under any contract or commercial agreement that I didn't knowingly know all the terms and conditions, voluntarily and intentionally I may of made. I do not accept liability of any unrevealed contract terms or agreement. Further, Government is a "corporation. See **Republica v. Sween, 1 Dallas 43 & 28 U.S.C. 3002 (15)** The US and State Government are corporation so therefore, fall under the rules/laws of the UCC. If I reserved my rights I am presumed to not of given consent. **Dred Scott vs. Sanford, 60 U.S. (19 How.) 393** as the Supreme Court has stated clearly." Every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowman without his consent. **Carnley. v. Cochran, 369 U.S. 506, 516 (1962)**, "presuming waiver from a silent record is impermissible. The record must show, or there must be an allegation and evidence which show, that an accused was offered counsel but intelligently and understandingly rejected the offer anything less is not waiver." I didn't intelligently and understandingly rejected the offer but reserved my right to Counsel. and all my right including my unremunerated rights all my rights are reserved and I don't wavier any right. **Scheuer v. Rhodès, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974)** Note: By law, a judge is a state officer. The judge then act not as a judge, but as a private individual (in his person). When a judge act as a trust passer of the law, when a judge does not follow the law, the judge loses subject-matter jurisdiction and the judges' order are not voidable, but VOID, and of no legal force or effect. The U.S. Supreme Court stated that "when a state officer act under a state law in a manner violate of the Federal constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to impart to him any immunity from responsibility. To the supreme authority of the United State." The state have no power to take away my right. **City of Dalls v Mitchell, 245 S.W. 944** "To take away all remedy for the enforcement of a right is to take away the right itself. But that is not within the power of the State." That mean that the state have no power to take away my right. **Sherar v. Cullen**. The only thing I consented is giving T. Scott Beck permission to hear my case which doesn't grant him jurisdiction.

2. I like to challenge T. Beck jurisdiction over the motion I enter change of venue. If the constitution doesn't apply I object to all preceding non pro tunc then for now. Because I am in the wrong venue. I like to challenged his jurisdiction T. Beck does not have "jurisdiction he has inherent statutory authority to handle administrative business essential to the internal functions of the workman compensation commission such as the assignment of districts within the State and the district assignment of each commissioner. See **State Register Volume 14, Issue No9, and effective September 2, 1990. Basso v. Utah.**

I am one of the people under the constitution and I am not a created entities by U.S. Government nor State Government and I rebut any and all assumption thereof so therefore I am not subject to workman compensation. I am not a employee so therefor there no jurisdiction. I have an estate that I am associated with which I manage I am the stock holder of the certificate and I am not the stock certificate which is the employee. I am the natural man not a corporation and not an artificial person. I am the beneficiary behind the scenes of this estate BOBBY ANDERSON I'm the executor not a unnatural person. I am one of the people and I am my own master I am not a slave. I am the

physical man of flesh and blood and not a corporation of the imaginary. I am the one that was physically injured.

In regards courts of inferior jurisdiction. If the record does not show upon its face the facts necessary to give jurisdiction, they will be presumed not to have existed. **Norman v. Zieber, , 3 Or at 202-03**

So that mean that it's supposed to default in my favor

Jurisdiction: NOTE: it is a fact of law that the person asserting jurisdiction must. When challenged, prove that jurisdiction exists; mere good faith assertions of power and authority (jurisdiction) have been abolished.

I object that workman compensation have jurisdiction there no evidence of any proof that they have jurisdiction. The law require proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings. *Hagans v Lavine* 415 U.S. 533.

Show me on the record where you established and proved jurisdiction.

A Court has no jurisdiction to determine its own jurisdiction. For a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question the first instance." *Rescue Army v. Municipal Court Of Los Angeles*, 171 P2d 8 ; 331 US 549 91 K, ed, 1666m 67 5, ct 1409

There nothing that you can produce to prove jurisdiction because jurisdiction doesn't exist. And the Employer and Carrier attorney can't testify if he do would he like to be sworn in and testify to his first-hand knowledge of that information. Just because I gave the commissioner consent to hear my case is not granting him jurisdiction and it is not to be assumed thereof.

Any and all officers of the commissioner, are obligated to protect the right of the Citizens. In fact the only reason government is in place is to protect the Rights of the Citizens, and for no other reason. To utilize this lower court for anything other than that, is in fact treason

"When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason." *US v Will*, 449 US 200,216 101 S Ct, 471, 66 Led2nd 392, 406 (1980) *Cohens V Virginia*, 19 US (6 Wheat) 264, 404, 5Led 257 (1821)

He claim he has jurisdiction he should be able to back up his claim and show evidence to the record and for the record showing he have judicial authority and delegated authority. **Semper Necessitas Probandi Incumbit Ei Qui Agit.** The claimant is always bound to prove. [The burden of proof lies on the actor.] I dispute you have any authority or jurisdiction. If you had jurisdiction you lost it when you abridge my rights, immunities depriving me of my life and liberty and property, without due process of the law. **U.S. Constitution 14th Amendment** states "NO State (Jurisdiction) shall make or enforce any law which shall abridge the rights, privileges, or immunities of citizens of the United States nor deprive any citizen of life, liberty, or property, without due process of law or equal protection under the law" **Davis v. Wechler, 263 U.S. 22, 24; Stormberb v. California, 283 U.S. 359; NAACP v. Alabama, 375 U.S. 449** "the assertion of federal right, when plainly and reasonably made, are not to be defeated under the name of local practice. **Piper v. Pearson, 2 Gary 120, Cited in Bradley v. Fisher, 13 Wall. 335, 20 L.Ed. 646 (1872)** Where there is no jurisdiction, there can be no discretion, for discretion is incident to jurisdiction."

Jones v. Jones 188 Mo.App 220, 175 S.W. 227, 229; the burden of proof is on the commission to show what facts that you are relaying on that you have jurisdiction. A "court of record" is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, acts and proceedings being enrolled for a perpetual memorial.

I have the right and authority to change and challenge his jurisdiction and change venue for improper venue

(territorial jurisdiction) or transfer that case to the appropriate court where venue lies. **Main v Thiboutto, 100 S Ct. 2502 (1980)** "Jurisdiction can be challenged at any time," and "jurisdiction, once challenged, cannot be assumed and must be decided." **Bassco v. Utah Power & light Co. 395 F 2d 906, 910** "once challenged jurisdiction cannot be assumed, it must be proved to exist." **Stock v. medical examiners 94 Ca 2d 751. 211 P2d 289 In Interest of M.V., 288 Ill.App.3d 300, 681 N.E.2d 532 (1st Dist. 1997)** "Where a court's power to act is controlled by statute the court is governed by the rules of limited jurisdiction, and courts exercising jurisdiction over such matter must proceed within the structures of the statute." The state citizen is immune from any and all government attack and procedure, absent contract." See, **Dred Scott vs. Sanford 60 U.S. (19 How.) 393** or as the Supreme Court has stated clearly, "... every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent. No consent has been giving I would like to object the assumption that the workman compensation act applies to me as one of the people of the constitutions. All Documents filed by me to workman compensation was filed without prejudice **UCC 1-308** all rights reserved. I accepted the benefit without any liability which was formally **UCC 1-207**. I reserve all of my right at all times and in all places, nunc pro tunc (now for then) from the time of my birth and forevermore, not to be compelled to perform under any contract or commercial agreement that I didn't knowingly all the terms and conditions, voluntarily and intentionally. I do not accept liability of any unrevealed contract terms or agreement.

I am not a artificial person I am a natural man of flesh and blood and not a creature of the imaginary. S.C.R. 1795, Penhallow v. Doane's (3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54 – Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only. A government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with tangible. The legal manifestation.

3. My motion was denied I was exercising my constitutional rights. See, **Dred Scott vs. Sanford 60 U.S. (19 How.) 393 or as the Supreme Court** has stated clearly, "... every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent. . I understand that **42-15-95 (A)** say any employee who seek treatment under the act shall be considered to have given his consent for the release of medical records relating to such examination or treatment. This statue result in a loss of right which I was not aware of I, Bobby Anderson Didn't give any consent to release of my medical record and the state can't pass law to take away my right of consent and consent make contract. **U.S. Constitution Article 1 Section 10** No state shall pass any law impairing the obligation of contract. **42-15-95 (A)** abrogate my right to contract. Because it take away my right of consent. I clearly made explicit reservation of rights on all my document without prejudice **UCC 1-308 All Rights Reserved**. Commissioner McCaskill denied me due process of law when he deprive me of life, liberty and property see the **5th and 14th amendment** which prohibit government from taking a person life, liberty or property the legislatures have no substantive power to make any law to take away rights or impair my obligation or contract by taking away my right of consent. I Bobby Anderson had motion to Quash Subpoena from both of my medical physician Dr Paul Deholl and James Goodson. South Carolina courts recognized the value of confidentiality in doctor – patient confidentiality among other rights. In **South Carolina State Board of Medical Examiner vs. Hedgepath**. The South Carolina Supreme Court ruled that physician in South Carolina have a duty to maintain the confidentiality of doctor patient communication any discloser would be a breach of confidence. I, Bobby Anderson have the fundamental right to privacy, Guaranteed by the **Fifth and Fourteenth Amendment to the U.S.** Constitution protect against unwarranted invasion of privacy by federal or state entities, or arms thereof, as early as in **Roe V. Wade, 410 U.S. 113 (1973)**, the U.S. Supreme Court acknowledge that the doctor- patient relationship is one which evoke constitutional right of privacy. I understand that **42-15-95 (A)** say any employee who seek treatment under the act shall be considered to have given his consent for the release of medical records relating to such examination or treatment. This statue result in a loss of right which I was not aware of I, bobby Anderson Didn't give any consent to release of my medical record and the state can't pass law to take away my right of consent and consent make contract. **U.S. Constitution Article 1 Section 10** No state shall pass any law impairing the obligation of contract. **42-15-95 (A)** abrogate my right to contract. Because it take away my right of consent. I clearly made explicit reservation of rights on all my document without prejudice **UCC 1-308 All Rights Reserved** **Miranda v. Arizona, 384 U.S. 426, 491; S. Ct. 1603**" Where rights secured by the Constitution are involved, there

can be no 'rule making' or legislation which would abrogate them. 42-15-95 abrogated my right of consent and consent make contract and 42-15-95 is repugnant to The U.S. Constitution and is null and void of law. See **Marbury v. Madison, 5 U.S. (2 Cranch) 137, 180 (1803)** "...The particular phraseology of the constitution of the United State confirms and strengthen the principle, supposed to essential to all written constitutions. That a law and strengthens the principle, supposed to be essential to all written constitutions. That a law repugnant to the constitution is void, and that courts, as well as other department are bound by that instrument." In declaring what shall be the supreme law of the land the constitution itself is first mentioned; and not the law of the United State generally, but those only which shall be made in pursuance of the Constitution, have that rank". All law (rules and practice) which are repugnant to the constitution, are VOID. Since the **14th Amendment to the Constitution** states "No State (jurisdiction) shall make or enforce any law which shall abridge the rights, privileges or immunities of the citizen of the United States nor deprive any citizen of life, liberty, or property, without due process of law, or equal protection under the law", This render judicial immunity unconstitutional. I believe that my right have been violated. I hold these truth to be self- evident, that all men are created equal, that they are endowed by their creator with certain unalienable right that among these are life, liberty, and the pursuit of happiness, I own myself meaning I own my own body and I own the product of my own labor which give me property right and if I own the product then I own any correspondence relating to my body and I have the right to confide with my doctor or medical physician and keep my medical condition private I have the right to privacy from verbal communication of my medical physician testimony or written document without my consent. I have the right to keep private. I own my body and nobody but me and so nobody have the right to invade my privacy with any correspondence of my physician without my consent we have a bilateral contract called his hypocritical oath. Which I already stated before that no State can impair my obligation of contract. If they do they are trespassing on my rights I claim these fundamental beliefs to be self-evident and they shall not encroach on. I ask that you review American Jurisprudence Book 16 Constitution Law Section **16am jur 2d., Sec 97** "then a constitution should receive a literal interpretation in favor of the Citizen, is especially true with respect to those provision which were designed to safeguard the liberty and security of the Citizen, is especially true with respect to those provisions which were designed to safeguard the liberty and security of the Citizen in regard to person and property. "**Bary v. United States – 273 US 128** "Any constitutional provision intended to confer a benefit should be liberally construed in favor in the clearly intended and expressly designated beneficiary" I am the Beneficiary of the constitution and it's should be construed in favor me I am the beneficiary. And I am the one that have property rights to my body and any fixture of or documents relating too. Even if it kept document at another location I have the right of privacy. **16 Am Jur 2d., Sec 155** "Since the constitution intendant for observance of the judiciary as well as other department of government and the judges are sworn to support its provisions, the courts are not at liberty to overlook or disregard it command or counteract evasion thereof, it is their duty in authorized proceeding to give full effect to the existing constitution and to obey all constitutional provisions irrespective of their opinion as to the wisdom or the desirability of such provision and irrespective of the consequences, thus it is said that the court should be in our alert to enforce the provision of the United State Constitution and guard against their infringement by legislative fiat or otherwise in accordance with basic principles, the rule is fixed that duty in the proper case to declare a law unconstitutional cannot be declined and must be performed in accordance with the delivered judgment of the tribunal before which the validity of the enactment it is drawn into question. If the constitution prescribes one rule and the statue another in a different rule, it is the duty of the courts to declare that the constitution and not the statue governs in cases before them for judgment. **16Am Jur 2d., Sec 256** " The general rule is that a unconstitutional statue whether Federal or State, Though having the form and name of law as in reality no law, but is wholly void and ineffective for any purpose since unconstitutionality dates from the enactment and not merrily from the date of the decision so braining it. An Unconstitutional law in legal contemplation is as inoperative as if it never had been passed. Such a statue lives a question that is purports to settle just as it would be had the statue not ever been enacted No repeal of an enactment is necessary. Since an unconstitutional law is void. The general principles follow that it imposes no duty. Converse no rights. Creates no office. Bestows no power of authority on anyone, afford no protection and justifies no acts performed under it. A contract which rests on a unconstitutional statute create no obligation to be impaired by subsequent legislation. No one is bound to obey an unconstitutional law. No Courts are bound to enforce it. Person convicted and fined under a statue subsequently held unconstitutional may recover the fines paid. A void act cannot be legally inconsistent with a valid one and an unconstitutional law cannot operate supersede an existing valid law. Indeed, in so far as a statue run counter to the fundamental law of the land, it is superseded thereby. Since an

unconstitutional statute cannot repeal, or in any way effect an existing one, if a repealing statute is unconstitutional, the statute which it attempts to repeal, remain in full force and effect and where a statute in which it attempts to repeal remain in full force and effect and where a clause repealing a prior law is inserted in the act, which act is unconstitutional and void, the provision of the repeal of the prior law will usually fall with it and will not be permitted to operate as repealing such prior law. The General principle stated above applied to the constitution as well as the laws of the several states insofar as they are repugnant to the Constitution and laws of the United States.” **So that mean that 42-15-95** (read Motion To Quash Subpoena Duces Tecum) Dated 6/22/2017

4. My Motion to Quash Subpoena is not effort to depose Dr. Deholl. My Motion to Quash subpoena because the commissioner order is a violation of my right to due process under the 14th amendment. Commissioner Mccaskill and Jared C. Williams trespassed upon my rights. The order was signed by commissioner Mccaskill and his order is void. Because he didn't get my consent impairing my obligation of contract under United States Constitution Article I, section 10, clause 1. Consent make contract.

5. My motion was to appeal the decision of Commissioner Mccaskill order of depositions.

6. I Bobby Anderson pleads a repetitive trauma injury to my back and both legs and lower extremities.

7 I Bobby Anderson Claimant submitted relevant evidence sufficient to satisfy burden of proving a compensable repetitive trauma injury. I had told my doctor that I had pain going down my back to my bullock to my legs and to my feet. I believe that my swelling feet and my musculoskeletal strain and inflammation and spasms injury are unexpected and work related under the worker compensation act there is no requirement in the act that the injury be accident because of the repetitive work activity. **344 S.C. 162, 543 s/e/2d 232 (S.C. App. 2001)** Says an injury need only unexpected in order to be considered an injury by accident under the Workers compensation Act. Says an injury need only be unexpected in order to be considered an injury by accident under the Workers Compensable under the Act, the injury must be an “injury arising out of and in the course of the employment.” **S.C. Code Ann 42-1-160 (supp.1999)**. To determine where a injury by accident” has been established, the focus is on the injury itself, and not on some specific event. **Creech, 320 S.C. at 563, 467 S.E.2d at 116** “Accident’ mean an unlooked for and untoward event which is not expected or designed by the person who suffer the injury.” It is an event “not within one’s foresight and expectation and may be due to purely accidental causes or to oversight and negligence, carelessness fatigue, and expectation and may be due to purely accidental causes or to oversight and negligence, carelessness fatigue, or miscalculation of the effects of voluntary action “**linen v. Beaufort county Sheriff Dept’s, 305 S.C. 344, 408 S.E.2d 248, 250 (Ct. App.1991)**. A slip fall, or other fortuitous event or accident in the cause of the injury is not required. **Creech, 320 S.C. at 563, 467 S.E.2d at 166** Proof of a “causative event” is not required to establish “injury by accident.” **Sigmon v. Dayco corp, 316 S.C. 260, 449 S.C. 260, 449 S.E.1d 497 (ct. App. 1994)**. The unexpected result or industrial injury is considered the compensable accident **Creech, 320 S.C. at 563, 467 S.E. S.E..2d at 116**. Section 42-1-120 “disability” defined the term “disability” means incapacity because of injury to earn the wages which the employee was receiving at the time of injury in the same or any other employment. I been incapacity to earn any wages due to my injury I believe that my injury is the result of the repetitive action in the workplace. I didn't know that I would develop inflammation and musculoskeletal strain of the legs and back and recurring chronic pain which it start to swelling my feet I believe because of repetitive movement with my legs and arms and back by continuous lifting walking bending lifting and pulling objects. The injury was not expected which is supported by the record Dr James Goodson told me that I should file for workman compensation because he believe that that I have work related injury which I told him that I had pain going down my back to my bullock going down to my legs down to my feet. And he changed his opinion at the deposition from the records submitted by employer and carrier’s attorneys. I was unfortunately was not there due to my injury I wasn't able to move or walk during the time even though I wanted to participate I was physically unable too. But Jared C. Williams told me that I couldn't reschedule because it's the commissioner order which I didn't consent too. I was to see James Goodson for an appointment but my employer had ended my medical insurance so I couldn't do a follow up appointment with my doctor Section **42-15-60** of the South Carolina code provides for ongoing treatment and medication as long as such would lessen the period of disability. Id, thus, under section **42-15-60** “the employer

is liable for medical treatment which will tend to lessen the time in which injury render an employee incapable "to earn the wages which the employee was receiving at the time of injury in the same or other employment. I sustain a loss of wages through my inability to function properly at times because of my work related injury because of the medication which Brittany Jenson from vocational rehabilitation stated that my medication have no side effect. I experience side effect from my medication with my body. My whole leg and feet start to go numb and go cold which I believe that it prevented me from returning back to work. I am not presently employed because of these issue of chronic pain that become incapacitating Section 42-15-60 the employer is liable for medical treatment which will tend to lessen the time in which injury renders an employee incapable 'incapable to earn the wages which the employee was receiving at the time of injury in the same or other employment.'" Section 42-15-60 specifically refers to the term "disability" and make no reference to maximum medical improvement." Given the statutory language and our supreme court's construction of it. "Maximum medical improvement" is a distinctly different concept from disability." "Maximum medical improvement" is a term used to indicate that a person has reached such a plateau that in the physician's opinion there is no further medical care or treatment which will lessen the degree of impairment." O'Banner v. Westinghouse Elec. Corp., 319 S.C. 24, 28, 459 S.E.2d 324, 327 (ct.app. 1995). However the fact a claimant has reached maximum medical improvement does not preclude a finding the claimant still may require additional medical care or treatment. See **Scruggs v. Tuscarora Yarns, Inc., 294 S.C. 47, 362 S.E.2d 319 (Ct.App.1987)** (substantial evidence supported a finding of maximum medical improvement despite the claimant continuing to receive physical therapy).

I Bobby Anderson Claimant I am still trying to receive medical treatment for physical therapy but unable to pay for the service due to my work related injury and inability to make income to pay for the service.

"Disability" is defined in the South Carolina Workers' Compensation Act as the "incapacity because of injury to earn the wages which the employee was receiving at the time of injury in the same or any other employment." **S.C.Code Ann 42-120 (1985); Rice v. Froehling & Robertson, Inc., 267 S.C. 155, 159, 226 S.E.2d 705, 706 (1976) (interpreting S.C. Code of 1962 72-305, the precursor to section 42-15=60). Section 42-15-60** "does not by its terms equate an employer's liability for medical treatment to any other period of liability, for medical treatment to any other period of liability, for income compensation or otherwise." **Rice, 267 S.C. at 159, 226 S.E. 2d at 706.** The statute defines "the period of disability in terms of the time period in which the employee is statutorily incapacitated."

7. I, Bobby Anderson Claimant find the record show relevant evidence sufficient to satisfy burden of proving a compensable repetitive trauma injury, I Bobby Anderson Claimant was not able to fully cross examine physician Paul Deholl. The employer and Carrier attorney Jared C. Williams hinder me from participating by prematurely ending the deposition. 42-15-95 state that I must given notification and have the ability to attend/ patriciate and advised of the nature of the discussion and provided with a copy of written question and the provider response. I was not provided with any copy of written question and I was not given the ability to patriciate because I was interfered by Jared C. Williams from doing so it is a breach of physician duty of confidentiality. I didn't give him consent and 42-15-95 violate my rights to contract United States Constitution Article 1, section 10, clause 1. Says that a state can't impair my obligation of contract and consent make the contract and the state can't pass a law/statue that abrogate my right to contract. Because it take away my right of consent. And Consent make the contract there for the order was null and void and the Carrier and Employer attorney trespassed on my rights. Congress and The Commissioner and my employer does not have the authority to invade my private contract. Von Hoffman v. City Of Quincy, 71 U.S. 4 Wall. 535 535 (1866) Page 71 U.S. 551 "without the remedy the contract may, indeed in the sense of the law, be said not to exist. The Ideas of validity and remedy are inseparable and both are part of the obligation. Which is guaranteed by the Constitutions against invasion.

"An attorney for plaintiff cannot admit evidence into the court. He is either an attorney or a witness". Trinsey V. Pagliaro D.C. Pa. 1961 22F. Supp. 617)

Any statement on the record that the employee and Carrier attorney make on the record or submitted documents I object attorney entering statement on the record to have first-hand knowledge of the information he submitted.

Statement of Counsel in Brief or in argument are not sufficient for motion to dismiss or for summary judgement. Trinsey V. Pagliaro D.C. Pa. 1961 22F. Supp. 617)

“Where there are no depositions, admissions, or affidavits the court has no facts to rely on for a summary determination.” (Trinsey V. Pagliaro D.C.Pa. 1961 22F. Supp. 617)

I want all person depose that submitted evidence into the record and I want them to show proof on the record.

Although James Goodson indicate that I Bobby Anderson Claimant has experienced a work-related injury he changed his findings which I object once he talked to the Employer and Carrier attorney without the claimant Bobby Anderson consent and Employer and Carrier committed fraud in order to obtain my medical records without my consent. The commissioner and the Employer and Carrier attorney they have no legal authority to abrogate my right. They have no jurisdiction or authority to do so. The commissioner order was null and void order because the commissioner is acting outside of his legal scope of authority and does not have the power to abrogate my right commissioner of workman compensation violating my right and the Employer and Carrier and there Attorney violated my right and my medical physician is violating his duty of confidentiality. The employer Amazon whole case is based upon statement of counsel in brief and argument which are not sufficient for a summary judgement. There are no affidavits or admissions on the record other the statement of counsel and they have no facts rely on for summary termination if they had anybody I would like to have them depose and I want that person to say it on the record. I want to ask them for proof and evidence because there last witness I didn't know them and never met before and she didn't even know me but she said that everything is true and correct in the documents submitted but she never signed any of the document submitted and she wasn't there when they was filled out so how can she be a witness this is deceit because she is misrepresenting the truth and she doesn't have firsthand knowledge because she is a false witness. Nobody had submitted any proof of jurisdiction and delegated authority to violate my rights. The Employer and Carrier attorney is not a witness and they shouldn't be permitted to add into the record by subtle or gross improprieties.

8. Based on the greater weight of the evidence presented to the court the injury by accident or repetitive trauma did occurred and arose out of employment on Amazon premises.

I Bobby Anderson believe that I am entitled to benefits I did suffer an injury by accident or repetitive trauma during the course and scope of employment, and thus is entitle to be receipt of benefits under the South Carolina Workers' Compensation Act. I would like to court recoup any loss of wage from then till now because of my work related injury and I ask that the moving party Amazon be held liable to pay for any bills medical or other that I occurred during my work related injury and also any damages. And I believe that Amazon is liable for medical treatment which will tend to lessen the time in which injury renders an employee incapable and I would like for Amazon pay for my career rehabilitation.