

B7B17

9-9-2018

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SEP 17 2018

SC Court of Appeals

To: The Courts of Appeals

I am writing to you to let you all know that I got my mail back that I sent to you asking for your help with a 25.00 money order and with documentation that shows that George Gallego has filed a form 21 to take away all and every benefits that workers compensation gives to an injured worker. I accidentally mailed the paper work for the Court of Appeal Mrs MARY KATELIN was able to track it down by the tracking information she needed and it was delivered to George Gallego office it was ~~the~~ his office nearly a week I called him and told him we track down my mail by voice mail that is and I need him to send my mail back to me well last Friday I got my mail and saw that they have open up my mail with the courts of appeal name on it he had no right doing that and once I stated look through my mail I realized he took documents out of my mail and it was my awards letter for my 2010 right shoulder injury so that workers compensation documents are the same across the board

George Callaghe has acted unprofessionally
by going into my mail knowing that it
was not for him that's a federal offense
he did to be able to prove that he
took documents from my mail Workers
Compensation has ~~the~~ some document as
the Courts of appeals it should be very easy
to verify documents so that means George
Callaghe should be as well I really don't
know what else he has done to my
documents please take every action
that is needed to penalize him for
tampering with postal mail that does
not have his name on it and removing
documents

Phone # 764-593-3427

Yew's Truly

Nathaniel Alston

NATHANIEL ALSTON

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
Nathaniel Alston,)
Employee,)
Claimant,)
- vs -)
Greenco Beverage Co.,)
Employer,)
and Companion Property & Casualty Group,)
Carrier,)
Defendants.)

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

A M E N D E D O R D E R

W.C.C. FILE NO. 1003153

CARRIER FILE NO. 5051415

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SETTLEMENT

MAY 02 2012

Division of Claims
SC Workers Comp. Comm.

RECEIVED

SEP 17 2018

SC Court of Appeals

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the claimant, Nathaniel Alston. The claimant is represented by Stephen N. Garcia, Esquire, and the defendants, Greenco Beverage Co. and Companion Property & Casualty Group, are represented by Mitchell K. Byrd, Jr., Esquire of Willson Jones Carter & Baxley, P.A. The South Carolina Workers' Compensation Commission has jurisdiction.

It appears that the claimant was an employee of Greenco Beverage Co. and that on March 22, 2010 he sustained an injury by accident arising out of and in the course of said employment when he injured his right shoulder. Claimant has also alleged injury to the cervical spine, right arm, and psyche. Defendants deny any compensable injury to any other body part other than the right shoulder. Claimant and Defendants agree that any allegations of injury to any other body part other than the right shoulder are denied and hereby settled on a denied and disputed basis. As a result of this injury, claimant sought and received medical treatment from Dr. John Paylor and Dr. Eric Loudermilk. Disputes have now arisen concerning claimant's entitlement to further medical care and treatment, further temporary total disability compensation and the extent of causally related permanent disability, if any. Claimant's compensation rate is Five Hundred

Forty-six and 69/100 Dollars (\$546.69). Claimant was rated as having forty-one percent (41%) impairment to right shoulder by Dr. Carol Burnette on April 16, 2011.

The parties hereto now advise that in their opinion the matter is in bona fide dispute and in view of such dispute an agreement has been reached to settle this matter in its entirety, subject to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed settlement the defendants have agreed to pay and the claimant has agreed to accept the sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) in full settlement and satisfaction of every liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, said injury by accident occurring on or about March 22, 2010, while the claimant was an employee of Greenco Beverage Co., **subject to the additional provisions detailed herein regarding additional medical treatment for one year from April 17, 2012 through April 17, 2013.** As an integral part of this settlement agreement, it is expressly understood and agreed that the defendants shall be responsible for all causally related medical expenses authorized by them and incurred through April 16, 2012 and as approved by this Commission, but that any and all further medical expenses of whatsoever nature or kind shall be the express liability of the claimant, and the defendants shall have no liability therefore, with the specific exception of an agreement between the Claimant and the Defendants to provide Claimant with additional medical care and treatment for a period of one (1) year, said period of time beginning on April 17, 2012 and continuing until April 16, 2013, in the form of continued monthly office visits for medication management with Dr. Eric Loudermilk and continuation of Claimant's ongoing prescription medications as prescribed by Dr. Eric Loudermilk. Claimant and Defendants hereby agree that the purpose of the above described agreement regarding additional medical care and treatment is to continue Dr. Loudermilk's current treatment regimen, which includes monthly office visits and prescription medicine refills, for a period of one (1) year, said period of time beginning on April 17, 2012 and continuing until April 16, 2013. Claimant hereby acknowledges and agrees that changes to the treatment plan currently in place by Dr. Eric Loudermilk, other than substitutions of prescriptions medications within the discretion of and as directed by Dr. Eric

Loudermilk to effectuate the current treatment regimen of medication management, are not covered by this agreement, nor is treatment for any body part other than the right shoulder, and will not be paid by Defendants. Furthermore, Claimant agrees that additional medical treatment outside of the scope of the current treatment plan with Dr. Loudermilk, which Claimant and Defendants agree consists of monthly office visits for and including prescription medications, is not covered by this agreement and will not be paid by Defendants. Claimant fully understands and acknowledges that the payment of the sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) represents the final settlement agreement as detailed herein.

The claimant hereby asserts that he has been fully advised by his attorney of record of all his rights under the South Carolina Workers' Compensation Act, and that the claimant is of the opinion that the proposed settlement is reasonable and fair and in this opinion the claimant's attorney concurs and asserts that he has fully advised the claimant of all his rights under the South Carolina Workers' Compensation Act, and they respectfully request that this Commission approve the settlement as set forth above. The claimant hereby asserts that he recognizes that his consent to, and the approval of, this Order is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid injury by accident occurring on or about March 22, 2010, while the claimant was an employee of Greenco Beverage Co.

The settlement proceeds of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) shall be allocated as follows: One Hundred Five Thousand and 00/100 Dollars (\$102,093.00) in compromise settlement of disputed future disability benefits at the rate of Fifty-one and 42/100 Dollars (\$50.00) per week commencing April 17, 2012, for a period of 2,042.04 weeks representing the life expectancy of the claimant; and Thirty-five Thousand and 00/100 Dollars (\$37,907.00) as attorneys' fees and costs; this pursuant to a written agreement between the claimant and his attorney of record pursuant to Sections 42-9-10 and 42-9-20 of the 1976 Code of Laws as interpreted by the South Carolina Supreme Court decision of Utica Mohawk Mills v. Orr, 227 S.C 226, 87 S.E. 2d 587 (1955); Sciarotta v. Bowen, 837 F 2d 135 (3d Cir. 1988).

The parties hereto acknowledge that the South Carolina Workers' Compensation Commission relies upon the representation of the attorney for the claimant that the claimant has been fully apprised of his rights under the South Carolina Workers' Compensation Act.

The parties acknowledge that the opinions stated by the physicians regarding the nature and extent of the employee's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Accordingly, employee, employer and carrier and/or servicing agent agree that this settlement agreement cannot be voided in the future on the basis that either or both parties relied on statements or opinions from physicians, or other medical providers, in entering into this agreement.

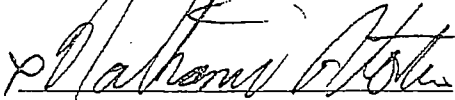
This Commission is of the opinion that the allocation of the proposed settlement sum as set forth above is reasonable and proper and should be approved.

NOW, THEREFORE, IT IS ORDERED that upon the payment of the sum of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) by the defendants, and the acceptance of said sum by the claimant, and the payment of the medical expenses as specifically set forth hereinabove, including additional medical care and treatment in form of monthly office visits with and prescription medications from Dr. Eric Loudermilk, consistent with the already ongoing medication management treatment plan, for a period of one (1) year, said period beginning April 17, 2012 and ending April 16, 2013, the defendants be, and they hereby are, fully and forever discharged of all liability of whatsoever nature and kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid injury by accident occurring on or about March 22, 2010, while the claimant was an employee of Greenco Beverage Co., so that upon such payment and the acceptance as aforesaid, this matter be, and it hereby is, res judicata and not subject to review under any conditions.

IT IS FURTHER ORDERED that the allocation of the settlement sum and the agreement as to attorney's fees as set forth hereinabove be, and the same hereby are, approved.

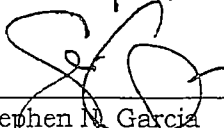
SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

WE CONSENT TO THE
FOREGOING ORDER:



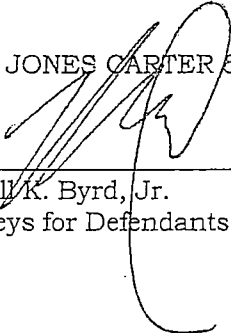
Nathaniel Alston, Claimant

Dated: 4/23/12



Stephen M. Garcia
Attorney for Claimant

WILSON JONES CARTER & BAXLEY, P.A.

BY: 

Mitchell K. Byrd, Jr.
Attorneys for Defendants

FEE SUBJECT TO FORM 61

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

WCC File # 1003153
 Carrier File # 000005051415
 Carrier Code # 1008
 Employer FEIN 57052928

Nathaniel Alston
 Claimant's Name SSN _____
 Address Greenville SC 29611
 City State Zip
 Home Phone # _____
 Work Phone # _____
Janice Pinckney
 Preparer's Name Phone # (803) 264-6051

Greenco Beverage Company, Inc.
 Employer's Name
 Address 297 Commerce Road Greenville SC 29611
 City State Zip
Companion Commercial Insurance
 Insurance Carrier
 Phone # (803) 264-6051

| Compensation Paid: | Number of Weeks | From | To | Amount |
|---------------------------------------|-----------------|---------------|---------------|----------------------|
| 1. Number of weeks T.T. | <u>109</u> | <u>4/3/10</u> | <u>5/4/12</u> | \$ <u>59,589.21</u> |
| 2. Number of weeks T.P. | _____ | _____ | _____ | \$ _____ |
| 3. Number of weeks P.P. | _____ | _____ | _____ | \$ _____ |
| 4. Disfigurement..... | _____ | _____ | _____ | \$ _____ |
| 5. Agreement and Final Release..... | _____ | _____ | _____ | \$ <u>140,000.00</u> |
| Total Compensation Paid..... | | | | \$ <u>199,589.21</u> |
| 6. Total Medical Benefits* Paid | _____ | _____ | _____ | \$ <u>32,845.34</u> |
| 7. Funeral Benefits..... | _____ | _____ | _____ | \$ _____ |

Case Denied Date of Injury: 3 22 2010
month day year

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: Nathaniel Alston
 Claimant

By: [Signature]
 Employer's Representative

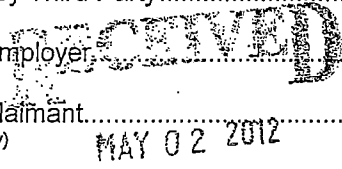
Date: 4/23/12

Print or type the name of the person, other than the claimant, receiving benefits and sign below.

By: _____

Report of additional Fees and Recoupment

- A. Carrier Reimbursement by Third Party..... \$ _____
- B. Attorney's Fee Paid by Employer..... \$ _____
- C. Attorney's Fee Paid by Claimant..... \$ _____
(Non contingent fees, only)



File this form with the Claims Department, according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. *Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within sixteen days of final payment of compensation. Form 19 must be filed when a claim is denied.



Claimant's Name: NATHANIEL ALSTON Employer's Name: GREENCO BEVERAGE
 Address: _____ Address: 297 COMMERCE ROAD
 City: GREENVILLE State: SC Zip: 29611 City: GREENVILLE State: SC Zip: 29611
 Home Phone: () - _____ Work Phone: () - _____ Insurance Carrier: COMPANION
 Preparer's Name: Stephen Garcia, Esq. Law Firm: The Garcia Law Firm Preparer's Phone #: (864) 271- 7335

Date Attorney Was Hired: 05/04/11 Date of Injury: 03/22/10
 Compensation Rate: _____ Does this conclude the case? Yes No

PLEASE CHECK AND COMPLETE ONLY ONE: (A, B, C or D)

A. R.67-1205C does not apply to the facts of this case. A 33 % fee of the award or settlement (excluding medical costs) and the costs of this action, as shown by the attached Settlement of Costs, are requested for approval.

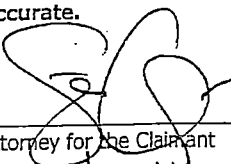
B. The subsection of R. 67-1205C applicable to this claim is (C) (____). A fee of \$ _____ is requested for approval based on the following:

Date of first impairment rating or offer of settlement: _____
 Impairment Rating given and/or Settlement amount offered prior to date attorney hired: _____
 Impairment Rating given and/or Settlement amount offered after date attorney hired: _____
 Authorized Health Care Provider's Name: _____

C. Admitted Death Claim - \$2,500.


D. Admitted Lifetime Compensation Claim - \$2,500.

I certify that this form and the attached Statement of Costs are accurate.


 Attorney for the Claimant
4/23/12
 Date

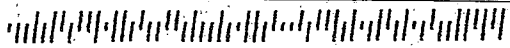
| Summary | |
|------------------------------|------------------------|
| Total Amount of Compensation | \$ 140,000.00 |
| Attorney's Fee | \$ 46,666.66 35,000.00 |
| Costs | \$ 4,506.37 -2,907.00 |
| Total Fees and Costs | \$ 37,907.00 |
| Client Will Receive | \$ 102,093.00 |

I agree to pay my attorney the fee and costs stated. I understand the fee and costs are paid out of my compensation and I understand how much money I will receive after I pay my attorney.


 Client

4/23/12
 Date

A Statement of Costs must be attached before costs may be approved. File this form in duplicate with the Claims Department. Enclose a self-addressed, stamped envelope. For further information, refer to R.67-1203, R.67-1204, R.67-1205, R.67-1206 and Rule 1.5(a), RPC Rule 407, SCACR.



7018 1130 0001 6941 4422

From, NATHANIEL HUSTON
101 Ridge Rd # 21
Greenville S.C.
29607

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SC Court of Appeals



1000



29211

U.S. POSTAGE PAID
FROM LG ENV
GREENVILLE, SC
029606
SEP 10, 18
AMOUNT

\$4.66

R2305M148029-03

South Carolina Courts of Appeals

To: Jerry Abbott Kitchings, Clerk
P. O. Box 11629
Columbia, S. C. 29211